

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 – January 22, 2015 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.
6. Presentations - Certificates of Appreciation for Sergeant Jerry Champion and Sergeant Jason Walker, Escambia County Sheriff's Office, for their participation at the Warrington Middle School Career Fair on November 19, 2014.

7. Proclamations.

Recommendation: That the Board ratify the following Proclamations:

A. The Proclamation, dated December 18, 2014, expressing appreciation to Wilma Davio for 26 years of faithful and dedicated service as a County Employee;

B. The Proclamation, dated January 7, 2015, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration - "Time to Make Justice for all a Reality"; and

C. The Proclamation, dated January 7, 2015, commending and congratulating Mamie Webb Hixon on her selection as the Grand Marshall for the 2015 Martin Luther King, Jr., Parade.

8. Written Communication.

November 3, 2014, communication from Marco M. Safakhoo requesting that the Board provide relief of Code Enforcement Liens against property located at 837 Lucerne Avenue.

Recommendation: That the Board review and consider Lien relief request made by Marco M. Safakhoo against property located at 837 Lucerne Avenue.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the requests meet the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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



9. 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.

10. 5:31 p.m. Public Hearing for consideration of adopting a Resolution amending the Fiscal Year 2014-2015 Budget.

Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #032, in the amount of \$79,586,747, to recognize certain revenues and adjust fund balance estimates for the following funds: General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), M&A State Fund (106), Tourist Promotion Fund (108), Other Grants & Projects Fund (110), Detention/Jail Commissary Fund (111), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees (116), Perdido Key Beach Mouse Fund (117), Law Enforcement Trust (121), Escambia Affordable Housing (124), Handicapped Parking Fund (130), Family Mediation Fund (131), Fire Protection Fund (143), E-911 Operations Fund (145), HUD-CDBG Housing Rehab (146), HUD Home Fund (147), Community Redevelopment Fund (151), Southwest Sector CRA Fund (152), Bob Sikes Toll Bridge Fund (167), Transportation Trust Fund (175), MSBU Assessment Fund (177), Master Drainage Basin Fund (181), New Road Construction Fund (333), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspections Fund (406), EMS Fund (408), Civic Center Fund (409), and the Internal Service Fund (501), and to appropriate these funds accordingly.

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 TDT Collection Data for October 2014 Returns received in November 2014

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2014 returns received in the month of November 2014, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2015; total collections for the October 2014 returns was \$548,072.09; this is a 22.60% increase over the October 2013 returns; total collections year-to-date are 18.44% more than the comparable time frame in Fiscal Year 2014.

2. Recommendation Concerning Acceptance of the November 30, 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended November 30, 2014, as required by Ordinance Number 95-13; on November 30, 2014, the portfolio market value was \$217,850,685 and portfolio earnings totaled \$120,572 for the month; the short-term portfolio yield was 0.20%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.10%; the enhanced cash portfolio achieved a total return of 0.37%, which should be compared to the Merrill Lynch 1-3 Year Treasury Index of 0.14%; the long-term CORE portfolio achieved a total return of 0.31%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.32%.

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

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

A. *DEP Agreement No. G0281, Amendment No. 4*, based on the Board's action of January 7, 2010, approving the Florida Department of Environmental Protection (DEP) Agreement No. G0281 for the Jones Creek East Stream Restoration and Wetland Stormwater Treatment Project, and authorizing the Chairman to sign any subsequent Grant-related document, as executed by the Chairman on December 30, 2014, and received in the Clerk to the Board's Office on January 15, 2015;

B. *State of Florida, Department of Environmental Protection, Reinstatement and Amendment 1 to Agreement*, based on the Board's action April 5, 2012, approving the State of Florida, Department of Environmental Protection, Recreational Trail Program Fiscal Year 2011-2012 Project Agreement #T1115, for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, and authorizing the Chairman to sing any subsequent grant-related documents, as executed by the Chairman on May 12, 2014, and received in the Clerk to the Board's Office on January 15, 2015;

C. The Northwest Florida Water Management District (NFWFMD) Preliminary Budget for Fiscal Year 2015-2016, as provided by April Murray, Budget & Fiscal Analyst, NFWFMD, and received in the Clerk to the Board's Office via e-mail on January 15, 2015;

D. Closing documents relative to the purchase of property, located at 1313 North Pace Boulevard and 1316 North "P" Street, from John F. Soule, Susan W. Soule, and Soule Marine Enterprises, Inc., as approved by the Board on March 21, 2013, and received in the Clerk to the Board's Office on January 15, 2015; and

E. *Amendment #1 to the Agreement between Escambia County, Florida and First Transit, Inc. for Escambia County Area Transit Management Services (PD 10-11.060)*, as approved by the Board on September 6, 2012, and received in the Clerk to the Board's Office on January 15, 2015.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 8, 2015;

B. Approve the Minutes of the Regular Board Meeting held January 8, 2015; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 18, 2014.

**(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

## **GROWTH MANAGEMENT REPORT**

### I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the 2030 Comprehensive Plan - Density Text Amendment

That the Board of County Commissioners (BCC) review and recommend transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending Chapter 7 of the 2030 Comprehensive Plan, Future Land Use Element, FLU 1.3.1, Mixed-Use Suburban (MU-S) maximum density from 10 dwelling units per acre to 25 dwelling units per acre and reformatting Table 1.

At the September 30, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

## II. Action Item

### 1. Recommendation Concerning the Appointment to the Escambia County Board of Adjustment

That the Board confirm the appointment of Blaise Adams, replacing Bob Price, Jr., as Commissioner Wilson Robertson's appointment to the Escambia County Board of Adjustment, effective January 22, 2015. This appointment will run concurrent with Commissioner Robertson's term of office, or at his discretion.

### 2. Recommendation Concerning Final Plat Daniel's Grove Permit #130800015

That the Board take the following actions concerning recording of the Final Plat of Daniel's Grove (a 105 lot single residential subdivision) with public streets and private Parcel "A", located in the Beulah community lying north of Frank Reeder Road and east of County Road 9 (Beulah Road). The parcel is owned and developed by B&C Development LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Interim Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Boxelder Boulevard, Alder Avenue, and Basswood Boulevard";

C. Accept all public easements, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance. The cost of pond maintenance is to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

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

3. Recommendation Concerning the Rescheduling of the February 5, 2015, Public Hearings

That the Board take the following action:

A. Reschedule the February 5, 2015 Public Hearings as follows:

1. The 5:45 p.m. Public Hearing rescheduled to 5:01 p.m. to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on January 6, 2015:

**a. Case No.: Z-2015-01**

Address: 13922 River Road

Property Reference 14-3S-32-1001-000-130

No.:

Property Size: 2.21 (+/-) acres

From: R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)

To: CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)

FLU Category: MU-PK, Mixed-Use Perdido Key

Commissioner District 2

Requested by: William Dyess, Agent for Helen Scarbrough, Owner

**b. Case No.: Z-2015-02**

Address: 13900 River Road

Property Reference 14-3S-32-1001-000-129

No.:

Property Size: 1.72 (+/-) acres

From: R-2PK, Residential District (Perdido Key) medium density (4.5 du/acre)

To: CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)

FLU Category: MU-PK, Mixed-Use Perdido Key

Commissioner District 2

Requested by: Linda Dunson Banta, Owner

2. The 5:47 p.m. Public Hearing rescheduled to 5:02 p.m concerning the Navy Federal Credit Union Height Ordinance (First of Two Public Hearings); and

B. Ratify the advertisement of the rescheduled 5:01 p.m. and 5:02 p.m. Public Hearings; and

C. Drop the 5:46 p.m. Public Hearing concerning the LDC Revision.

### III. Consent Agenda

#### 1. Recommendation Concerning the Scheduling of Public Hearing

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

**February 5, 2015**

5:03 p.m. - A Public Hearing - Review of an Ordinance amending Articles 3, 6, 7, and 12 regarding the Pits



## **COUNTY ADMINISTRATOR'S REPORT**

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Northwest Florida Big Bend Health Council - Jack R. Brown, County Administrator

That the Board appoint Krystle E. Galace (purchaser) to the Northwest Florida Big Bend Health Council effective, January 22, 2015, through September 30, 2016, to replace Hong Dang who has retired, as requested by R. Michael Hill, Executive Director.

2. Recommendation Concerning an Amendment to Agreement for Insurance Agent Services - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the Chairman to sign the Amendment to Agreement for Insurance Agent Services (PD 10-11.064) between Whitman & Whitman, Inc. (Agent), and Escambia County, to revise the original Agreement entered into on September 15, 2011, to correct the Agent's federal identification number.

3. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Pine Road in Treasure Hill Park Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for February 19, 2015, at 5:31 p.m., to consider the Petition to Vacate a portion of Pine Road (50 feet x 490 feet) in Treasure Hill Park Subdivision, as petitioned by Rebecca M. Domeier.

4. Recommendation Concerning Adoption of a Maintenance Map for a Portion of Patricia Drive in Myrtle Grove, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning adoption of a Maintenance Map for a portion of Patricia Drive in Myrtle Grove, Florida:

A. Adopt Florida Department of Transportation Maintenance Map F.P. No. 4304721, for a portion of Patricia Drive (approximately 140 feet in length), going north off of West Fairfield Drive and located east of Blue Angel Parkway in Myrtle Grove, Florida. This Map delineates the extent of County maintenance to define County property in areas where the County maintains roads without having deeded right-of-way and is meant to supersede the Maintenance Map recorded in Right-of-Way Map Book 2, at Pages 46 and 46A;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

5. Recommendation Concerning the Federal Transit Administration Fiscal Year 2015 Annual Certifications and Assurances for Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2015 Annual Certifications and Assurances for Escambia County Area Transit (ECAT):

A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2015 Certifications and Assurances for the Federal Transit Administration Assistance Programs;

B. Ratify the Assistant County Attorney's signature, dated December 23, 2014, as the Affirmation of Applicant's Attorney on the FTA Fiscal Year 2015 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

C. Authorize ECAT to file the Certifications and Assurances electronically, as required, using the Federal personal passwords of the Chairman and County Attorney.

In 1998, the FTA instituted the requirement that all Grant Applications and Grant Management Reports be submitted electronically via the Transportation Electronic Award and Management (TEAM) System. Additionally, since 1996, the list of Certifications and Assurances must be filed electronically prior to the filing of the Grant Application. These Certifications and Assurances provide a basis for all financial, administrative, and accounting Agreements between the FTA and the grantee. Under the current FTA Authorization Act, entitled Moving Ahead for Progress in the 21st Century (MAP-21), Escambia County will receive an approximate \$3,000,000 apportionment in Fiscal Year 2015 Federal Funding for mass transit.

The Chairman and the County Attorney must obtain passwords and PIN codes by contacting Richelle Gosman, Federal Transit Administration (FTA), at (404) 865-5478 or by email at [richelle.gosman@dot.gov](mailto:richelle.gosman@dot.gov).

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

That the Board approve the Request for Reinstatement of Property Form for the Public Works Department, indicating two items to be reinstated, both of which are described and listed on the Request Form, with reason for reinstatement stated.

7. Recommendation Concerning a Memorandum of Agreement with Pensacola State College for Use of Perdido Key Community Center - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Agreement between Escambia County and the District Board of Trustees of Pensacola State College Florida, to utilize the non-leased portion of the Perdido Key Community Center for conducting various continuing education courses as part of their Recreation and Leisure Program, for a one-year term plus four successive one-year terms that automatically renew, with an effective date of January 22, 2015. The County will receive 25% of the gross fees collected per student/per class conducted.

[Funding: No additional expenditures anticipated for the execution of this agreement. Fees collected will be deposited into Escambia County Restricted Fund 101, Revenue Code 362006.)

8. Recommendation Concerning the Community Redevelopment Agency Meeting Minutes for November 17, 2014 - Keith T. Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the November 17, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

9. Recommendation Concerning an Appointment to the Northwest Florida Regional Transportation Planning Organization - Jack R. Brown, County Administrator

That the Board acknowledge, for the Official Record, the appointment by the Florida-Alabama Transportation Planning Organization of Commissioner Doug Underhill to the Northwest Florida Regional Transportation Planning Organization, to fill the seat vacated by Commissioner Valentino, effective December 10, 2014, through the term of Commissioner Underhill's elected office (2018).

10. Recommendation Concerning the Conservation Easement In and Over the Property Situated Along Old River and River Road in the Perdido Key Community - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Conservation Easement in and over the property situated along Old River and River Road in the Perdido Key Community:

A. Accept the donation of the Conservation Easement from Ono River, LLC, in and over the property situated along Old River and River Road; and

B. Authorize the Chairman or Vice Chairman to execute the Conservation Easement, subject to legal review and sign off.

[Funding: No budgetary impact]

11. Recommendation Concerning an Appointment to the Escambia County Disability Awareness Committee - Commissioner Doug Underhill, District 2

That the Board appoint Sylvia E. Tisdale as Commissioner Doug Underhill's appointee on the Escambia County Disability Awareness Committee, effective January 22, 2015, and running concurrently with Commissioner Underhill's term of office (November 2018) or at his discretion.

12. Recommendation Concerning an Appointment to the Escambia County Mass Transit Advisory Committee - Commissioner Doug Underhill, District 2

That the Board appoint Charles Thornton as Commissioner Doug Underhill's appointee on the Escambia County Mass Transit Advisory Committee, effective January 22, 2015, and running concurrently with Commissioner Underhill's term of office (November 2018) or at his discretion.

**[RESUME TO BE DISTRIBUTED UNDER SEPARATE COVER]**

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Special Needs Housing for Persons with Developmental Disabilities Agreement with ARC Gateway, Inc. - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Special Needs Housing for Persons with Developmental Disabilities Agreement with ARC Gateway, Inc. (ARC), in compliance with targeting provisions stipulated in the 2015 State Housing Initiatives Partnership (SHIP) Program:

A. Approve an Agreement with ARC Gateway, Inc. (ARC), committing a maximum of \$289,339 in SHIP Program funds to assist with development of a new six bedroom group home which will allow ARC to provide housing and supportive services for approximately six persons with developmental disabilities;

B. Acknowledge, for the Official Record, that the property on which the group home facility is to be developed will be operated by ARC but will be owned by Pollak Rehabilitation Center, Inc., a wholly owned subsidiary of ARC; and

C. Authorize the Chairman or Vice Chairman to execute the Agreement and the County Administrator to execute other Project-related documents, as may be required, to complete the Project.

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

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

That the Board ratify the following January 22, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the six Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Dovie Soloe, the owner of residential property located at 108 Jardine Road A, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for electrical rewiring, and install central heating and air conditioning system;
2. The Agreements between Escambia County CRA and Dorothy Ward, the owner of residential property located at 224 Payne Road, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new windows;
3. The Agreements between Escambia County CRA and Christopher Hall, the owner of residential property located at 420 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$4,237, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install central heating and air conditioning system;
4. The Agreements between Escambia County CRA and Sarah Bowlby, the owner of residential property located at 2612 West Jackson Street, Pensacola, Florida, in the Brownsville Redevelopment District, each in the amount of \$5,456, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, to install new windows and install storm shutters;
5. The Agreements between Escambia County CRA and Mary Thene Thomas, the owner of residential property located at 1105 West Jordan Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$2,925, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to install a new roof; and

6. The Agreements between Escambia County CRA and Mattie R. Carter, the owner of residential property located at 1900 West Maxwell Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$2,874, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to install a new roof; and

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

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

That the Board ratify the following January 22, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellation of four Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

<b>Property Owner</b>	<b>Address</b>	<b>Amount</b>
Deborah Brock	207 Henry Street	\$882
Willis C. and Connie F. Fails	1716 West St. Joseph Street	\$1,175
Jose C. Reyes	1306 Wisteria Avenue	\$1,275
David A. Wigley	214 Henry Street	\$1,087

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



4. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following January 22, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3770 Barrancas Avenue:

A. Approving the Commercial Facade Grant Program Funding and Lien Agreements between Escambia County CRA and Granger Development & Brokerage Service, Inc., the owner of commercial property located at 3770 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,975, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for exterior painting and restoration of architectural features; and

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

5. Recommendation Concerning Sponsoring the 2nd Annual Celebrating Brownsville Community Festival - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following January 22, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), approving to sponsor the 2nd Annual Celebrating Brownsville Community Festival, in the Brownsville Redevelopment Area, with a budget not to exceed \$10,000, to be funded through the Brownsville Tax Increment Financing (TIF).

[Funding Source: CRA Brownsville TIF, Cost Center 220515]

6. Recommendation Concerning the Voluntary Cleanup Tax Credit Application - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Escambia County Board of County Commissioners Application for Voluntary Cleanup Tax Credit (VCTC), through the Florida Department of Environmental Protection (FDEP), for the environmental remediation of hazardous contamination at the former Escambia County Mosquito Control Facility located at 603 West Romana Street:

A. Approve the Application to the FDEP for the VCTC in the amount of \$37,561.62, for the former Escambia County Mosquito Control Facility located at 603 West Romana Street; and

B. Authorize the Chairman to sign the Application and all other related documents.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

7. Recommendation Concerning the Federally-Funded Subgrant Agreement to be Utilized for Department of Homeland Security Related Planning, Training, and/or Exercise Activities - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subgrant Agreement, Contract Number 15DS-P4-01-27-01-XXX, CFDA Number 97.067:

A. Approve the Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management and Escambia County, providing cost reimbursement funding to the County Division of Emergency Management in the amount of \$16,000, for Department of Homeland Security related planning, training and/or exercise activities, for the period from date of full execution through December 31, 2015; and

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

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330459]

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

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

8. Recommendation Concerning a Purchase Order to Infor Public Sector, Inc., for Mapping and Routing Software for Fire Rescue Vehicles - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize a Purchase Order, in the amount of \$74,306.51 (prepay and add), to Infor Public Sector, Inc., for the purchase of 60 Mobile with Mapping and Routing Licenses for software for Fire Rescue vehicles.

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations]

9. Recommendation Concerning the Purchase of Hardware, Installation and Data Monitoring Contract for a Vehicle Global Positioning System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the purchase of hardware, installation, and one year data monitoring Contract with Networkfleet, Inc., in the amount of \$80,926. This amount would provide for the hardware purchase, installation, and monitoring of 200 selected Escambia County vehicles through a Global Positioning System (GPS) Vehicle Tracking System during the contract period. This purchase and monitoring Contract will utilize an existing General Services Administration (GSA) Contract #GS-07F-5559R.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 210405/56401, 53401]

10. Recommendation Concerning Acceptance of the Donation of a Parcel of Real Property for Rebel Road Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a parcel of real property (25 feet x approximately 330 feet), located on Rebel Road, for drainage improvements:

A. Accept the donation of a parcel of real property located on Rebel Road from John D. and Angela K. Russo for drainage improvements

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, subject to Legal review and sign-off, the Warranty Deed as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

11. Recommendation Concerning Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program, totaling \$2,170,000, as indicated below:

**FROM:**

DISTRICT	TYPE	PROJECT DESCRIPTION	AMOUNT	PREVIOUS ALLOCATIONS
2	Drainage	Jackson Street Elysian Avenue	\$166,991	Remaining funds for area which will be used specifically for other District 2 drainage improvement projects.
5	Drainage	Eleven Mile Creek	\$260,000	Anticipated to be funded by RESTORE. Balance in project: \$500,000.
2	Drainage	Gulf Beach Highway	\$1,743,009	Project phases 1-4, pedestrian improvements, drainage projects.
		<b>TOTAL</b>	<b>\$2,170,000</b>	

**TO:**

DISTRICT	TYPE	PROJECT TITLE	AMOUNT	DESCRIPTION
2	Drainage	Old Corry Field Road (Pete Moore Ditch)	\$500,000	Funds for construction. This site damaged in 2012 and damaged further in 2014.
2	Transportation	Perdido Key Pedestrian Crossing	\$250,000	Currently in design; these funds are for construction of five pedestrian crossings on Perdido Key Drive.
2	Transportation	Patton/Sunset Signals	\$550,000	Construction of permanent, synchronized traffic signals prior to Sunset Bridge construction (detour).

4	Drainage	Bahia Paz	\$50,000	Change Order for additional improvements for drainage and stormwater management, base, fill, and concrete.
1	Drainage	Barefoot Estates	\$80,000	Pricing Agreement Project; lowest bidder declined. Cost increase for next lowest bidder. Construction Cost: \$330,000.
1	Drainage	Choctaw Drainage	\$400,000	Construction of repairs as required by court order.
5	Drainage	Guidy Lane Drainage and Roadway Improvements	\$100,000	Change Order to the existing contract to correct and avoid conflicts for asphalt, driveways, curb cuts, grading and traffic loops.
4	Drainage	Mackey Bluffs	\$55,000	Additional funds needed for construction. Bids came in higher than amount budgeted. Construction Cost: \$635,000.
3	Drainage	Massachusetts Avenue Drainage	\$185,000	Additional funds needed for construction of additional drainage improvements for side streets such as North "P" Street, Kelly, Concordia, and Armenia.
		<b>TOTAL</b>	<b>\$2,170,000</b>	

[Funding Source: Fund 352, Local Option Sales Tax III, Account 210107]

12. Recommendation Concerning a Final Close Out Change Order to Panhandle Grading & Paving, Inc., on Contract PD 12-13.040, for the "Ensley Area Drainage Improvements - Detroit Boulevard and Johnson Avenue" Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Final Close Out Change Order to Panhandle Grading & Paving, Inc., on Contract PD 12-13.040, "Ensley Area Drainage Improvements - Detroit Boulevard and Johnson Avenue" Project:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$39,190.49
Vendor:	Panhandle Grading & Paving, Inc.
Project Name:	Ensley Area Drainage Improvements - Detroit Boulevard and Johnson Avenue
Contract:	PD 12-13.040
PO#:	131169
CO#:	8
Original Contract Award:	\$1,886,033.58
Cumulative Amount of Change Orders Through this CO:	\$205,816.66
New Contract Amount:	\$2,091,850.24

[Funding Source: Fund 352, Local Option Sales Tax, Account 210107, Object Code 56301, Project #08EN0313]



13. Recommendation Concerning the Amendment to the Memorandum of Agreement between Escambia County and the Walton County Sheriff's Office - Amy Lovoy, Interim Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Amendment to the Memorandum of Agreement between Escambia County, Florida, and the Walton County, Florida, Sheriff's Office for the Temporary Housing of Inmates, amending the Memorandum of Agreement between Escambia County, Florida, and the Walton County, Florida, Sheriff's Office, approved by the Board on August 21, 2014, agreeing to make a good faith effort to house a minimum of 200 inmates at the Walton County Sheriff's Office facility at all times during the term of this Agreement.

[Funding: Fund 501, Internal Services Fund, Cost Center 140836]

14. Recommendation Concerning Macky Bluffs Retention Basin Repair - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD #14-15.003 ,Macky Bluffs Retention Basin Repair, to Hewes and Company, LLC, in the amount of \$635,000.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301 Project #13EN2474]

15. Recommendation Concerning Drug, Alcohol, and Nicotine Testing Services - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD #14-15.013, Drug, Alcohol, and Nicotine Testing Services to Drug Free Workplaces USA LLC, and approve the Agreement for Drug, Alcohol, and Nicotine Testing Services between Escambia County and Drug Free Workplaces, USA, LLC, for the annual amount of \$22,947, for a term of 36 months, with two options for 12 month extensions.

[Funding: Fund 001, General Fund, Cost Center 150101, Object Code 53101]

16. Recommendation Concerning Maintenance and Support Services for SMARTnet - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award a Purchase Order for PD 14-15.014, for 12 months of Maintenance and Support Services for SMARTnet, to PC Specialists, Inc., d/b/a Technology Integration Group (TIG), in the amount of \$99,551.

[Funding: Fund 001, General Fund, Cost Center 270103, Object Code 54601]

17. Recommendation Concerning West Winthrop at Bayou Grande Outfall - Stephan Hall, Management and Budget Services, Interim Department Director

That the Board award Contract PD 14-15.015, for the West Winthrop Bayou Grande Outfall, to J. Miller Construction, Inc., in the amount of \$167,877.50.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project #ESCPW41]

18. Recommendation Concerning Physician Staffing Services for the Jail - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action to allow for a correction in the award of Contract PD #14-15.004, Physician Staffing Services for the Jail:

1. Rescind the action of December 11, 2014, for award and approval of the Agreement for Physician Staffing Services between Escambia County and Maxim Health Care Services, Inc., d/b/a Maxim Physician Resources, LLC; and

2. Award and approve the Agreement for Physicians Staffing Services between Escambia County and Maxim Health Care Services, Inc. d/b/a Maxim Physician Resources, LLC, as corrected.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101]

19. Recommendation Concerning the Sheriff's Storage Fire Sprinkler System -  
Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD #14-15.006, Sheriff's Storage Fire Sprinkler System, to L. Pugh & Associates, Inc., in the amount of \$159,447.

[Funding: Fund 352, LOST III, Sheriff's Capital Projects, Cost Center 540115, Object Code 56201, Project 15SH3143]

20. Recommendation Concerning the Purchase of Additional EViD Compact Units from VR Systems, Inc., for the Office of the Supervisor of Elections -  
David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the purchase of additional EViD Compact Units for the Office of the Supervisor of Elections:

A. Find that "a single source" is available to the County from which to purchase compatible equipment that can fully integrate into the Voter Registration System currently used in Escambia County;

B. Approve the VR Systems, Inc., Supplement to EViD System Sale and License Agreement Addendum for Delivery #8; and

C. Approve issuing a Purchase Order, in the amount of \$66,850, to VR Systems, Inc.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

21. Recommendation Concerning the Agreement for Consulting Services with  
Erin L. Deady, P.A. - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to sign, the Third Amendment of Agreement for Consulting Services between Escambia County and Erin L. Deady, P.A., with regard to any matters relating to the Deepwater Horizon Oil Spill incident, the RESTORE Act, allocation of restoration funds, and such other issues that may be identified by the County for the period of February 1, 2015, through July 31, 2015.

[Funding Source: General Fund, Fund 001, Cost Center 110201, BCC Non-Departmental, Object Code 53101, Professional Services - \$21,000]

22. Recommendation Concerning the Off System Project Agreements Related to the Replacement and Maintenance of Two Escambia County Bridges - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of Dortch Road Bridge over Beaver Dam Creek, Bridge #484017, and County Road (CR) 97A Bridge over Boggy Creek, Bridge #480105:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County, related to the replacement and maintenance of Dortch Road Bridge over Beaver Dam Creek, Bridge #484017, and CR 97A Bridge over Boggy Creek, Bridge #480105;

B. Adopt the Resolution authorizing the Agreement; and

C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

[Funding Source: Fund 175, Transportation Trust Fund, Accounts 210402/54601]

23. Recommendation Concerning Facility Use Agreement for Brownsville Assembly of God Church to use Brownsville Community Center - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the County Administrator to sign a Facility Use Agreement between Escambia County and the Brownsville Assembly of God Church for use of Brownsville Community Center, to conduct a Youth Basketball Clinic, for the reimbursement of the average daily cost of utilities, over the course of the Clinic. The Youth Basketball Clinic is proposed to occur once per week on Saturdays, and is scheduled to begin on Saturday, January 31, 2015, and end on Saturday, March 14, 2015. Pending approval, the total cost to Brownsville Assembly of God Church is \$1,274, or the average daily cost of utilities of \$182 per day, for the seven days of the event.

[Funding: Fees collected will be deposited into Escambia County Restricted Fund 101, Revenue Code 362008]

### III. For Discussion

1. Recommendation Concerning an Agreement with the Public Defender's Office Relating to the Cost of Public Defender Representation of Indigent Defendants - Jack R. Brown, County Administrator

That the Board consider approving and authorizing the Chairman to execute the Agreement between Escambia County and the State of Florida, Office of the Public Defender for the First Judicial Circuit of Florida, to Reimburse the State for the Cost of Public Defender Representation of Indigent Defendants in Certain Criminal Violations of the County Code.

[Funding: Fund 115, Article V Fund, Cost Center 410414, Indigent Defendants]

2. Recommendation Concerning the Internal Revenue Service Employment Tax Audit - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Internal Revenue Service (IRS) employment tax examination:

A. Approve and authorize the Chairman to sign the Closing Agreement on Final Determination Covering Specific Matters;

B. Authorize the Chairman to sign IRS Form 2504-WC, Agreement to Assessment and Collection of Additional Employment Tax and Acceptance of Overassessment in Worker Classification Cases;

C. Authorize the Chairman to sign IRS Form 2504, Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment;

D. Approve the Policy Change that allows credit for calls based on the number of hours at the Fire Station and to abolish the procedure for hourly pay for volunteer instructors; and

E. Authorize the Office of Management and Budget to process the transfer of funds on Budget Amendment #056, in the amount of \$545,000, (\$100,000 from Fire Fighter Stipends and \$445,000 from Reserves) to Other Salaries and Wages and FICA to cover the IRS Tax Assessment, Fire Protection Fund (143), Cost Center 330206. This Amendment increases Personal Services in the amount of \$545,000, for Fire Rescue.

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations]

## **COUNTY ATTORNEY'S REPORT**

### I. For Action

1. Recommendation Concerning Scheduling a Public Hearing to Consider Amending the Panhandling Ordinance.

That the Board authorize scheduling a Public Hearing on February 5, 2015 at 3:31 p.m., for consideration of amending the Panhandling Ordinance.

2. That the Board authorize the scheduling of a Public Hearing for February 5, 2015, at 3:32 p.m. for consideration of adopting an Ordinance amending Chapter 6, Article III of the Escambia County Code of Ordinances relating to Alcoholic Beverages in Public Parking Areas; Reclassifying to Address Open or Unsealed Alcoholic Beverages; Amending Section 6-61, Definitions, to Define Alcoholic Beverages, Intoxicating Beverage, Liquor, and Possession; Amending Section 6-63, Open Container in Public Parking Areas, to Modify Prohibitions Regarding Consumption of Alcoholic Beverages in Public Places and Establish Exceptions.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7519**

**Proclamations 7.**

#### **BCC Regular Meeting**

**Meeting Date:** 01/22/2015

**Issue:** Ratification of Proclamations

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

Proclamations.

Recommendation: That the Board ratify the following Proclamations:

A. The Proclamation, dated December 18, 2014, expressing appreciation to Wilma Davio for 26 years of faithful and dedicated service as a County Employee;

B. The Proclamation, dated January 7, 2015, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration - "Time to Make Justice for all a Reality"; and

C. The Proclamation, dated January 7, 2015, commending and congratulating Mamie Webb Hixon on her selection as the Grand Marshall for the 2015 Martin Luther King, Jr., Parade.

#### **BACKGROUND:**

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

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

#### **BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Wilma Davio

Dr. Martin Luther King, Jr. 2015

Mamie Webb Hixon

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## PROCLAMATION

**WHEREAS**, Wilma Davio worked as a County employee very faithfully for 26 years, retiring as Administrative Supervisor with the Supervisor of Elections Office; and

**WHEREAS**, Mrs. Davio began her service with Supervisor of Elections Joe Oldmixon and continued exemplary employment with Supervisor of Elections Bonnie Jones; and

**WHEREAS**, since David Stafford took office in January 2005, Mrs. Davio's knowledge, experience, and dedication have advanced the success of the Supervisor of Elections Office in serving the public; and

**WHEREAS**, throughout her career, Mrs. Davio's strong commitment to her duties and attention to detail is evident in every task she undertakes; and her gracious personality, patience, loyalty, and helpful nature will be greatly missed.

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

**BE IT FURTHER PROCLAIMED**, that the Board expresses its appreciation to Wilma Davio for 26 years of faithful and dedicated service as a County employee.

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

  
Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman  
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

  
Deputy Clerk

Dated: December 18, 2014



## PROCLAMATION

**WHEREAS**, the Dr. Martin Luther King, Jr., Commemorative Celebration Commission, which was formerly established on September 23, 1987, is to be commended for its efforts in bringing about the observance of the Federal and State Holiday honoring Dr. Martin Luther King, Jr., on the third Monday of each January in the County of Escambia; and

**WHEREAS**, the County of Escambia hereby sanctions the goals of this Commemoration in Dr. King's honor; and

**WHEREAS**, his words and teachings of nonviolence and his beliefs that, "Man must evolve for all human conflict a method which rejects revenge, aggression, and retaliation. The foundation of such a method is love;" and

**WHEREAS**, this great American lived, served, and died for a better nation, and the County of Escambia supports his legacy as it leads us to strive for a better community and nation; and

**WHEREAS**, may his lexis that we be judged by the content of our character persevere.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, encourages all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration – "Time to Make Justice for All a Reality."

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

  
\_\_\_\_\_  
Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman, District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

  
\_\_\_\_\_  
Deputy Clerk

Dated: January 7, 2015





## PROCLAMATION

**WHEREAS**, Mamie Webb Hixon is known to wear many hats for her professional career and community service programs. She is an educator, a published author, a professional editor, a radio and television grammarian, a public speaker, and a workshop developer and facilitator. This lady of reputation is also an active community service volunteer; and

**WHEREAS**, Ms. Hixon's 47 years of professional experience as an educator have taken her from teaching high school English in the Escambia County School District for 13 years to being an English Instructor at then-Pensacola Junior College and then to her teaching university-level English. At the University of West Florida, she has been the Director of the Writing Lab for the past 32 years, and she is an Assistant Professor in the Department of English and World Languages; and

**WHEREAS**, every Monday morning at 6:45 a.m., Ms. Hixon narrates a radio grammar program for students and adults called It's GrammarTime on WRNE AM/FM Radio. She has appeared as a guest grammarian via telephone on other radio stations, including WAMO Radio in Pittsburg, Pennsylvania; and WBAA, Perdue University Public Radio; and

**WHEREAS**, Ms. Hixon has already authored four grammar handbooks: Real Good Grammar; Real Good Grammar, Too; Grammar Shots; and Essentials of English Language. She has also co-authored two other books on writing skills and was co-editor and contributing writer for a local publication of the African-American Heritage Society, When Black Folks Was Colored, in five volumes; and

**WHEREAS**, Ms. Hixon is recognized in Pensacola as being the initiator of the annual hat show, which is a scholarship fundraiser sponsored by the local chapter of the 100 Black Women, Incorporated. She also initiated the local breast cancer fundraiser, "Pink in the City," sponsored by the local Alpha Kappa Alpha Sorority Chapter; and

**WHEREAS**, Ms. Hixon is very proud that she is a product of a historically black, segregated school heritage: the L.A. James School (Mrs. L.A. James was the mother of General Daniel "Chappie" James); Spencer Bibbs Elementary School; Booker T. Washington Junior High School; Washington Senior High School, where Mamie was the class Valedictorian; and Talladega College, where she received her Bachelor's Degree in English. She also received her Master of Arts Degree in English from the University of West Florida; and

**WHEREAS**, at age 68, Mamie quips, "I'm still walking, dancing, performing community service, and teaching in heels."

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mamie Webb Hixon on her selection as the Grand Marshall for the 2015 Martin Luther King, Jr., Parade.

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

  
Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman  
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST:

Pam Childers  
Clerk of the Circuit Court

  
Deputy Clerk

Dated: January 7, 2015





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7363**

**Written Communication 8.**

#### **BCC Regular Meeting**

**Meeting Date:** 01/22/2015

**Issue:** Environmental (Code) Enforcement Lien Relief – 837 Lucerne Avenue

**From:** Amy Lovoy, Interim Assistant County Administrator

**Organization:** Corrections

**CAO Approval:**

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#### **RECOMMENDATION:**

November 3, 2014, communication from Marco M. Safakhoo requesting that the Board provide relief of Code Enforcement Liens against property located at 837 Lucerne Avenue.

Recommendation: That the Board review and consider Lien relief request made by Marco M. Safakhoo against property located at 837 Lucerne Avenue.

On August 21, 2014, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the requests meet the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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

#### **BACKGROUND:**

CE110501980 (1st Lien)

The Office of Environmental Enforcement received a complaint for trash, overgrowth and nuisance conditions. Officer investigated the complaint and observed trash, debris and overgrowth. A Notice of Violation was mailed to the

owner both regular and certified mail. Certified letter returned marked "Not deliverable as addressed- Unable to forward".

Reinspection of property was conducted on May 16, 2011 and violations remained. Property was referred to summary abatement.

Bank filed foreclosure. Officer mailed a Notice of Violation to bank which was received.

September 21, 2011 Abatement Officer Reber conducted her pre-bid inspection and observed violations remained. Escambia County abated all violations.

CE120401178 (2nd Lien)

The Office of Environmental Enforcement received a complaint for trash, debris, overgrowth and nuisance conditions. Officer investigated the complaint and observed violations. Notice of Violation was mailed to the owners via regular and certified mail. Letter was returned marked "Not deliverable as addressed- Unable to forward".

May 4, 2012 Officer conducted reinspection and observed all violations remained. A citation was mailed to the owner.

Second reinspection conducted and officer observed all violations remain. Requested title search.

July 23, 2012 Officer observed no improvements and case was referred for court.

September 13, 2012 Notice of Hearing was mailed both regular and certified mail to the owner. Hearing Notice returned marked "Unable to deliverable". Copy of Hearing Notice was posted on property.

Hearing held. Court cost of \$1,100.00 was awarded to Escambia County. Owner was given until 11/01/12 to abate all violations and a fine in the amount of \$10.00 per day was awarded.

May 27, 2013 Owners abated all violations.

CE131204389 (3rd lien which is attached to the owner's taxes)

The Office of Environmental Enforcement received a complaint for overgrowth, trash and debris. Officer investigated complaint and observed the violations. A Notice of Violation was mailed both regular and certified mail. Notice was returned

marked "Unclaimed".

A follow up inspection was conducted and violations remained. Officer referred case to summary abatement.

Escambia County abated all violations in the amount of \$400.00. This abatement cost will be added to the owner's taxes not placed as a lien on the property.

**BUDGETARY IMPACT:**

CE1101501980 (1st Lien)

Lien amount Cost

Abatement Cost \$450.00

Administrative Cost \$250.00

TOTAL \$700.00

CE120401178 (2nd Lien)

Lien amount Cost

Court Cost \$1,100.00

Fines \$2,060.00

TOTAL \$3,160.00

CE131204389 (3rd Lien)(attached to Tax Bill)

Lien amount Cost

Abatement Cost \$400.00

TOTAL \$400.00



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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon execution, the release will be sent to the Escambia County Clerks of the Court for recording.

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**Attachments**

837 Lucerne Avenue

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November 3, 2014

To the office of Environmental Enforcement,

I am writing to you today in regards to Nuisance Abatement and Code Enforcement Liens on a property I just acquired. The address is 837 Lucerne Dr. 32505. I have made payment arrangements on the Hard Cost, as I am aware I will not be able to have these costs removed but I am sincerely hoping the other charges can be removed. I am in the process of making improvements to the property, and will continue to follow the guidelines set forth by the Environmental Office. I am asking not to be held accountable for someone else's lack of responsibility. I am including pictures of the progress made in hope of appealing the charges. In addition, I can provide letters from the neighbors stating that the house is no longer an eye sore and hindrance on the neighborhood, they are very happy that I acquired the house and am making it look like a home again. Please consider dropping the charges, this will aide in making more improvements as funds are very limited during the Holidays.

  
Marco M. SAFAKHO  
Thank you and God Bless,

Reference:

Book 7108 Page 1853

Book 6785 Page 547



# Office of Environmental Enforcement



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

Property Address: 837 Lucerne Avenue  
Property Owner: Chris Allen Byrd  
Original Complaint: Overgrowth, trash, debris and nuisance conditions  
EE Case #: CE110501980

05/01/11 Received complaint for trash, overgrowth and nuisance conditions. Officer investigated complaint and observed trash, debris and overgrowth. Notice of violation sent to owner via regular and certified mail. Letter returned marked "Not deliverable as addressed- Unable to forward"

05/16/11 Reinspection conducted. No progress, case was referred for summary abatement.

07/18/11 Reinspection conducted. No progress made. Property posted and photos taken. New Notice of Violation mailed to the bank. Notice was received by bank.

09/21/11 Pre-bid conducted and violations remain.

10/24/11 Violations abated by Escambia County. Abatement cost was \$450.00 and administrative cost of \$250.00 with a total of \$700.00.

## Lien Amount

Administrative Cost	\$250.00
Abatement Cost	<u>\$450.00</u>
<b>TOTAL</b>	<b>\$700.00</b>

This does not include interest.



# Office of Environmental Enforcement



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

**Property Address:** 837 Lucerne Avenue  
**Property Owner:** Chris Allen Byrd  
**Original Complaint:** Overgrowth, trash, debris and nuisance conditions  
**EE Case #:** CE120401178

- 04/11/12** Received complaint for trash, overgrowth and nuisance conditions. Officer investigated complaint and observed trash, debris and overgrowth. Notice of violation sent to owner via regular and certified mail. Letter returned marked "Not deliverable as addressed- Unable to forward"
- 05/04/12** Reinspection conducted. No progress. Officer mailed citation to owner.
- 05/07/12** Reinspection conducted. No progress made. Title search ordered.
- 07/23/12** No progress made. Officer requested hearing.
- 09/13/12** Notice of Hearing sent both regular and certified mail. Letter returned marked "Unable to deliver" Posted property with copy of hearing notice.
- 10/02/12** Hearing held. \$1,100.00 court cost awarded. Owner has until 11/01/12 to abate all violations. \$10.00 per day fine issued against owner.
- 05/27/13** Violations abated by the owner.

## Lien Amount

Court Cost	\$1,100.00
Fines	<u>\$2,060.00</u>
<b>TOTAL</b>	<b>\$3,160.00</b>

This does not include interest.



## Office of Environmental Enforcement



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

Property Address: 837 Lucerne Avenue  
Property Owner: Chris Allen Byrd  
Original Complaint: Overgrowth, trash, debris and nuisance conditions  
EE Case #: CE131204389

12/09/13 Received complaint for trash, overgrowth and nuisance conditions. Officer investigated complaint and observed trash, debris and overgrowth. Notice of violation sent to owner via regular and certified mail. Letter returned marked "Unclaimed".

01/02/14 Reinspection conducted. No progress, case was referred for summary abatement.

07/07/14 Pre-bid conducted and violations remain.

09/10/14 Violations abated by Escambia County. Abatement cost was \$400.00 and will be attached to the owner's Tax Bill.

Lien Amount

Abatement Cost (will be attached to owner's tax bill) \$400.00

TOTAL \$400.00

This does not include interest.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7508**

**Public Hearings 10.**

#### **BCC Regular Meeting**

**Meeting Date:** 01/22/2015

**Issue:** 5:31 p.m. Public Hearing concerning Supplemental Budget Amendment #032 – Fund Balance Carry-forwards

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

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#### **RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting a Resolution amending the Fiscal Year 2014-2015 Budget.

Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #032, in the amount of \$79,586,747, to recognize certain revenues and adjust fund balance estimates for the following funds: General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), M&A State Fund (106), Tourist Promotion Fund (108), Other Grants & Projects Fund (110), Detention/Jail Commissary Fund (111), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees (116), Perdido Key Beach Mouse Fund (117), Law Enforcement Trust (121), Escambia Affordable Housing (124), Handicapped Parking Fund (130), Family Mediation Fund (131), Fire Protection Fund (143), E-911 Operations Fund (145), HUD-CDBG Housing Rehab (146), HUD Home Fund (147), Community Redevelopment Fund (151), Southwest Sector CRA Fund (152), Bob Sikes Toll Bridge Fund (167), Transportation Trust Fund (175), MSBU Assessment Fund (177), Master Drainage Basin Fund (181), New Road Construction Fund (333), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspections Fund (406), EMS Fund (408), Civic Center Fund (409), and the Internal Service Fund (501), and to appropriate these funds accordingly.

#### **BACKGROUND:**

During the budget process fund balance carry forwards are estimated and placed into the budget. Once the books for the previous Fiscal Year have been closed, the actual fund balance and grant balance carry forwards are calculated, and the adjustments are made.

New allocations from the fund balance for the General Fund (001) include an allocation of \$2,926,787 to Reserves for Contingency. In the Economic Development Fund there is an allocation of \$106,999 to Reserves. In the Code Enforcement Fund (103) there is an allocation of \$1,378,939 to Reserves. In the Tourist Development Fund (108) there are available funds for allocation in the amount of \$2,305,753, and a \$550,000 allocation to Reserves. In the Local Option Sales Tax III Fund (352) there are funding allocations of \$2,306,321 to Reserves. The appropriate backup is also provided for additional funding allocations.

**BUDGETARY IMPACT:**

This supplemental budget amendment adjusts all listed funds with the appropriate fund balance, fund transfer or revenue adjustment accordingly.

**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

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**Attachments**

SBA#032

Fund Balance Vehicle Equipment Replacement 2015

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**Replacement  
Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2015-**

**WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.**

**WHEREAS, the County wishes to amend the FY 14-15 Annual Budget to recognize actual fund balance carry-forwards and to appropriate these funds for the current fiscal year.**

**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, 2015:**

General Fund	1
Escambia County Restricted	101
Economic Development Fund	102
Code Enforcement	103
M & A State Funds	106
Tourist Promotion	108
Other Grants & Projects	110
Detention/Jail Commissary	111
Library Fund	113
Misdemeanor Probation	114
Article V	115
Development Review Fees	116
Perdido Key Beach Mouse	117
Law Enforcement Trust	121
Escambia Affordable Housing	124
Handicapped Parking	130
Family Mediation	131
Fire Protection	143
E-911	145
HUD-CDBG Housing Rehab	146
HUD Home	147
Community Redevelopment	151
Southwest Sector CRA	152
Bob Sikes Toll Bridge	167
Transportation Trust	175
MSBU Assessment	177
Master Drainage Basin Funds	181
New Road Construction	333
Local Option Sales Tax III	352
Solid Waste Fund	401
Building Inspections	406
EMS	408
Civic Center	409
Internal Service Fund	501
<b>Fund Name</b>	<b>Fund Number</b>

<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Estimated Fund Balance	001	389901	12,396,197
Estimated Fund Balance	101	389901	1,340,314
Estimated Fund Balance	102	389901	106,999
Estimated Fund Balance	103	389901	1,457,801
Estimated Fund Balance	106	389901	16,327
Estimated Fund Balance	108	389901	2,859,140
BP Oil Spill Grant	108	334515	35,264
Estimated Fund Balance	110	389901	1,232,771
Estimated Fund Balance	111	389901	1,017,701
Library Donations	113	366219	12,679
Library Donations	113	366219	(2,152)
City of Pensacola Contribution	113	337701	(79,640)
Estimated Fund Balance	113	389901	79,640
Estimated Fund Balance	113	389901	(12,679)
Estimated Fund Balance	113	389901	(101,215)
Estimated Fund Balance	113	389901	1,139,425
Estimated Fund Balance	114	389901	1,015,977
Estimated Fund Balance	115	389901	3,293,385
Estimated Fund Balance	116	389901	380,208
Estimated Fund Balance	117	389901	100,129



Estimated Fund Balance	121	389901	484,244
Escambia Affordable Housing	124	369040	183,531
Estimated Fund Balance	130	389901	283,180
Estimated Fund Balance	131	389901	29,515
Estimated Fund Balance	143	389901	2,735,653
Estimated Fund Balance	145	389901	777,943
Estimated Fund Balance	146	389901	55,826
Estimated Fund Balance	151	389901	2,638,568
Estimated Fund Balance	152	389901	850,019
Sorrento TRIP	152	334440	(850,019)
Estimated Fund Balance	152	389901	(27,455)
Estimated Fund Balance	167	389901	519,806
Transfers from F-001	175	381001	248,751
Transfers from F-001	175	381001	1,876,429
Estimated Fund Balance	175	389901	2,417,003
FDOT Reimbursements	175	369409	533,886
Estimated Fund Balance	177	389901	295,410
Innerarity Island MSBU reserves	177	363299	(1,262)
Estimated Fund Balance	181	389901	52,053
Estimated Fund Balance	333	389901	537
Estimated Fund Balance	352	389901	10,766,021
Crabtree Church Road	352	334448	1,211,530
LAP Jacks Branch Road	352	334451	2,898,401
LAP Myrtle Grove Sidewalks	352	331413	947,325
LAP CR196 Paved Shoulders	352	334491	1,624,000
LAP CR99 Paved Shoulders	352	334492	3,376,000
Reimbursements	352	369401	1,459,240
FWC Land Acquisition	352	334732	90,631
Maplewoods Grant	352	331319	216,722
Loan Proceeds	352	384006	(8,500,000)
ECUA/Capital Projects	352	337302	107,487
Estimated Fund Balance	401	389901	10,142,217
Estimated Fund Balance	406	389901	2,307,559
Estimated Fund Balance	408	389901	12,233,773
Estimated Fund Balance	409	389901	662,252
Estimated Fund Balance	501	389901	650,000
BC/BS Health Grant	501	341240	1,700
<b>Total</b>			<b>79,586,747</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Reserves	001/110201	59801	2,938,543
Unemployment	001/110201	52501	50,000
Salaries	001/110101	51201	56,212
Salaries	001/110302	51201	4,932
Salaries	001/110601	51201	45,987
Salaries	001/130101	51201	304,337
Salaries	001/140201	51201	8,893
Salaries	001/140701	51201	11,117
Salaries	001/141001	51201	861
Salaries	001/150101	51201	9,803
Salaries	001/220101	51201	12,250
Salaries	001/220701	51201	3,226
Salaries	001/220901	51201	3,740
Salaries	001/221001	51201	13,606
Salaries	001/221201	51201	1,553
Salaries	001/240201	51201	17,350
Salaries	001/240401	51201	11,298
Salaries	001/270102	51201	6,930
Salaries	001/270103	51201	5,953
Salaries	001/270109	51201	4,567
Salaries	001/270111	51201	1,963
Salaries	001/290307	51201	7,344
Salaries	001/290401	51201	450,733
Salaries	001/290402	51201	21,930
Salaries	001/310101	51201	6,675
Salaries	001/310202	51201	2,467
Salaries	001/310203	51201	11,590
Salaries	001/310207	51201	2,393
Salaries	001/320201	51201	14,539

Salaries	001/320501	51201	12,629
Salaries	001/330401	51201	7,169
Salaries	001/330402	51201	5,770
Salaries	001/330403	51201	8,508
Salaries	001/330602	51201	236
Salaries	001/350220	51201	3,804
Salaries	001/350226	51201	5,541
Salaries	001/350232	51201	455
Salaries	001/380201	51201	6,177
Transfer to Fund 175	001/110215	59102	248,751
Transfer to Fund 175	001/110215	59102	1,876,429
Personal Services/Sheriff	001/540101	59702	1,200,000
Salaries	001/550101	51201	17,374
Personal Services	001/510101	59702	40,000
Repairs & Maintenance	001/310204	54601	60,000
Machinery & Equipment	001/310203	56401	31,000
Machinery & Equipment	001/310203	56401	87,000
Repairs & Maintenance	001/320501	54601	4,500
Machinery & Equipment	001/221001	56401	2,650
Machinery & Equipment	001/221001	56401	5,310
Machinery & Equipment	001/221001	56401	25,000
Machinery & Equipment	001/221201	56401	26,000
Machinery & Equipment	001/220701	56401	75,700
Machinery & Equipment	001/320201	56401	25,000
Machinery & Equipment	001/270102	56401	185,000
Intangible Assets	001/270102	56801	49,152
Machinery & Equipment	001/270109	56401	57,250
Intangible Assets	001/270111	56801	119,430
Repairs & Maintenance	001/220101	54601	24,000
Repairs & Maintenance	001/210607	54601	38,252
Operating Supplies	001/210607	55201	20,000
Improvements Other than Buildings	001/210607	56301	60,000
Repairs & Maintenance	001/210612	54601	10,531
Machinery & Equipment	001/110201	56401	100,000
Reserves for Operating	001/110201	59805	3,125,180
Reserves for Operating	001/110201	59805	(2,125,180)
Reserves for Contingency	001/110201	59802	2,926,787
Reserves	101/110265	59801	5,338
Operating Supplies	101/150105	55201	128,234
Host Ordinance Items	101/210408	54931	1,626
Reserves	101/320502	59801	5,742
Reserves	101/320503	59801	6,065
Reserves	101/220310	59801	158,313
Reserves	101/220334	59801	101,985
Reserves	101/220336	59801	52,633
Reserves	101/350236	59801	63,063
Reserves	101/350224	59801	25,519
Reserves	101/290103	59801	688,625
Utilities	101/290103	54301	10,000
Operating Supplies	101/290208	55201	1,661
Reserves	101/221018	59801	48,549
Regular Salaries & Wages	101/221018	51201	2,257
Machinery & Equipment	101/221018	56401	5,000
Operating Supplies	101/230317	55201	742
Reserves	101/110210	59801	32,332
Reserves	101/320203	59801	2,630
Reserves	102/360704	59801	106,999
Salaries	103/290101	51201	14,429
Reserves	103/290101	59801	1,378,939
Salaries	103/290101	51201	5,495
Communications	103/290101	54101	58,938
Reserves	106/220703	59801	16,327
Aids to Private Organizations	108/360101	58201	1,000,357
Aids to Private Organizations	108/360105	58201	1,305,396
Reserves	108/360101	59801	300,000
Reserves	108/360105	59801	250,000
Aids to Private Organizations	108/360103	58201	35,264
Salaries	108/220805	51201	3,387
Reserves	110/110263	59801	446,265
Other Grants & Aids	110/410567	58301	94,973
Improvements Other than Buildings	110/220807	56301	308,431
Operating Supplies	110/330318	55201	7,865

Other Contractual Services	110/410559	53401	224,983
Reserves	110/410512	59801	118,605
Other Contractual Services	110/330459	53401	7,888
Repair and Maintenance	110/221002	54601	12,978
Salaries	110/290501	51201	(3,042)
Operating Supplies	110/330323	55201	9,905
Salaries	110/290501	51201	1,410
Salaries	110/320219	51201	484
Salaries	110/330409	51201	2,026
Salaries	111/290406	51201	2,159
Reserves	111/290406	59801	1,015,542
Reserves	113/110501	59801	1,110,303
Buildings	113/110504	56201	(87,321)
Professional Services	113/110504	53101	(2,152)
Machinery & Equipment	113/110504	56401	(13,894)
Salaries	113/110501	51201	7,470
Salaries	113/110501	51201	21,652
Regular Salaries & Wages	114/290301	51201	18,688
Reserves	114/290301	59801	983,544
Regular Salaries & Wages	114/290305	51201	9,845
Regular Salaries & Wages	114/290306	51201	3,900
Aids to Governmental Agencies	115/410701	58101	22,032
Insurance	115/410701	54501	0
Reserves	115/410501	59801	770,109
Reserves	115/410514	59801	0
Reserves	115/410502	59801	269,799
Reserves	115/410505	59801	0
Reserves	115/410507	59801	829,831
Reserves	115/540112	59801	311,652
Reserves	115/290206	59801	300,600
Reserves	115/410503	59801	129,818
Reserves	115/410407	59801	51,066
Reserves	115/410306	59801	0
Salaries	115/410517	51201	19,513
Reserves	115/410506	59801	14,668
Reserves	115/410515	59801	177,089
Other Contractual Services	115/410309	53401	(2,140)
Reserves	115/410412	59801	4,781
Reserves	115/410516	59801	198,377
Reserves	115/410310	59801	41,771
Reserves	115/410413	59801	87,845
Reserves	115/410311	59801	0
Reserves	115/410414	59801	9,812
Reserves	115/410312	59801	50,967
Reserves	115/410415	59801	5,795
Reserves	116/211902	59801	376,375
Salaries	116/211902	51201	3,833
Operating Supplies	117/220335	55201	100,129
Professional Services	121/540103	53101	10,000
Postage	121/540103	54201	4,244
Repair and Maintenance	121/540103	54601	8,000
Promotional	121/540103	54801	30,000
Other Current Charges	121/540103	54901	30,000
Investigations	121/540103	53501	60,000
Operating Supplies	121/540103	55201	42,000
Machinery	121/540103	56401	50,000
Aids to Private Organizations	121/540103	58201	250,000
Reserves	124/220406	59801	183,531
Reserves	130/540104	59801	94,393
Reserves	130/150102	59801	188,787
Reserves	131/410141	59801	29,515
Regular Salaries & Wages	143/330206	51201	42,901
Volunteer Stipends	143/330206	53422	241,011
Reserves	143/330206	59801	2,447,129
Regular Salaries & Wages	143/330209	51201	4,612
Reserves	145/330404	59801	597,943
Repair and Maintenance	145/330404	54601	180,000
Reserves	146/220401	59801	55,826
Other Current Charges	147/220458	54901	(217)
Salaries	147/220458	51201	217
Reserves	151/220516	59801	719,197
Reserves	151/220515	59801	412,714

Reserves	151/220520	59801	151,001
Reserves	151/220517	59801	706,818
Reserves	151/220519	59801	348,596
Reserves	151/220521	59801	291,708
Salaries	151/220521	51201	2,854
Reserves	151/220518	59801	489
Salaries	151/220523	51201	5,191
Improvements Other Than Buildings	152/110269	56301	(27,455)
Improvements Other Than Buildings	152/210507	56301	(790)
Improvements Other Than Buildings	152/110269	56301	790
Improvements Other Than Buildings	152/210508	56301	(22,891)
Improvements Other Than Buildings	152/110269	56301	22,891
Reserves	167/140302	59801	517,976
Salaries	167/140301	51201	1,830
Reserves	175/290205	59801	99,303
Reserves	175/211101	59801	2,181,240
Salaries	175/210401	51201	10,284
Salaries	175/210402	51201	16,196
Salaries	175/210403	51201	3,756
Salaries	175/210404	51201	3,555
Salaries	175/210405	51201	7,228
Salaries	175/211101	51201	14,558
Salaries	175/211201	51201	6,654
Salaries	175/211602	51201	11,618
Salaries	175/290202	51201	52,316
Salaries	175/290202	51201	5,495
Other Salaries	175/211201	51301	4,800
Professional Services	175/211201	53101	233,886
Professional Services	175/211201	53101	300,000
Salaries	175/210402	51201	100,000
Salaries	175/290202	51201	148,751
Machinery & Equipment	175/210405	56401	1,876,429
Reserves	177/140963	59801	(1,262)
Reserves	177/140572	59801	295,410
Improvements Other than Buildings	181/210719	56301	39
Improvements Other than Buildings	181/210720	56301	500
Improvements Other than Buildings	181/210721	56301	(205)
Improvements Other than Buildings	181/210722	56301	162
Improvements Other than Buildings	181/210723	56301	4,032
Improvements Other than Buildings	181/210724	56301	36,800
Improvements Other than Buildings	181/210725	56301	(8,102)
Improvements Other than Buildings	181/210726	56301	(1,859)
Improvements Other than Buildings	181/210727	56301	819
Improvements Other than Buildings	181/210728	56301	(24,559)
Improvements Other than Buildings	181/210729	56301	715
Improvements Other than Buildings	181/210730	56301	8,085
Improvements Other than Buildings	181/210731	56301	28,798
Improvements Other than Buildings	181/210732	56301	829
Improvements Other than Buildings	181/210733	56301	5,504
Improvements Other than Buildings	181/210734	56301	208
Improvements Other than Buildings	181/210735	56301	249
Improvements Other than Buildings	181/210736	56301	38
Improvements Other than Buildings	333/210204	56301	537
Aids to Private Organizations	352/110267	58201	8,086,981
Improvements other than Buildings	352/110267	56301	5,211,318
Improvements other than Buildings	352/320201	56301	(73,605)
Improvements other than Buildings	352/350229	56301	(9,832)
Improvements other than Buildings	352/220102	56301	2,483,072
Improvements other than Buildings	352/410149	56301	54,645
Buildings	352/410149	56201	(37,801)
Debt Service Principal	352/330229	57101	42,466
Buildings	352/330228	56201	359,047
Machinery & Equipment	352/330435	56401	381,706
Machinery & Equipment	352/290407	56401	(82,446)
Machinery & Equipment	352/540115	56401	998,395
Improvements other than Buildings	352/210104	56301	(10,726)
Improvements other than Buildings	352/210109	56301	(178,897)
Improvements other than Buildings	352/210110	56301	815
Improvements other than Buildings	352/210117	56301	(31,280)
Improvements other than Buildings	352/210107	56301	(5,410,309)
Operating Supplies	352/350231	55201	(2,395)
Salaries	352/350231	51201	2,395

Other Contractual Services	352/320101	53401	(793)
Salaries	352/320101	51201	793
Improvements other than Buildings	352/210107	56301	(15,341)
Salaries	352/210107	51201	15,341
Reserves	352/110267	59801	2,306,321
Improvements other than Buildings	352/210107	56301	82,254
Improvements other than Buildings	352/210107	56301	25,233
Reserves	401/230310	59801	10,107,169
Salaries	401/230301	51201	14,484
Salaries	401/230304	51201	5,445
Salaries	401/230306	51201	9,594
Salaries	401/230314	51201	5,525
Regular Salaries & Wages	406/250101	51201	18,973
Regular Salaries & Wages	406/250107	51201	8,116
Regular Salaries & Wages	406/250108	51201	4,078
Regular Salaries & Wages	406/250111	51201	2,240
Machinery & Equipment	406/250111	56401	109,554
Reserves	406/250111	59801	2,158,150
Regular Salaries & Wages	406/250115	51201	4,663
Regular Salaries & Wages	406/250118	51201	1,785
Reserves	408/330302	59801	12,207,857
Salaries	408/330302	51201	21,408
Salaries	408/330603	51201	4,508
Reserves	409/360401	59801	423,101
Promotional Activities	409/360401	54801	239,151
Reserves	501/140836	59801	150,000
Other Contractual Services	501/140836	53401	470,270
Salaries	501/140833	51201	15,288
Salaries	501/150107	51201	6,975
Reserves	501/150111	59801	1,700
Salaries	501/210407	51201	1,513
Salaries	501/310205	51201	5,954
<b>Total</b>			<b>79,586,747</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**

Steven Barry, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment  
#032

<b>General Fund (001)</b>					
Current Assets	51,501,608.76				
Current Liabilities	6,384,715.62				
Fund Balance	45,116,893.14				
Less: Original Estimate	32,720,696.00				
<b>Adjustment</b>	<b>\$12,396,197.14</b>				
		<b>Account</b>			
<b>Department</b>	<b>Cost Center</b>	<b>Code</b>	<b>Title</b>	<b>Description</b>	<b>Amount</b>
Non-Departmental	001/110201	59801	Reserves	Reserves for the estimate of land taxes on SRI.	2,938,543
Non-Departmental	001/110201	52501	Unemployment	Unemployment Compensation for BCC, Sheriff, SOE, and Clerk.	50,000
Board of County Commissioners	001/110101	51201	Salaries	Leave Buyback	56,212
County Administration	001/110302	51201	Salaries	Leave Buyback	4,932
County Attorney	001/110601	51201	Salaries	Leave Buyback	45,987
Asst. County Administration	001/130101	51201	Salaries	Leave Buyback	304,337
Office of Management & Budget	001/140201	51201	Salaries	Leave Buyback	8,893
Purchasing	001/140701	51201	Salaries	Leave Buyback	11,117
Property Sales	001/141001	51201	Salaries	Leave Buyback	861
Human Resources	001/150101	51201	Salaries	Leave Buyback	9,803
Community & Environment	001/220101	51201	Salaries	Leave Buyback	12,250
Mosquito Control	001/220701	51201	Salaries	Leave Buyback	3,226
Natural Resource Conservation	001/220901	51201	Salaries	Leave Buyback	3,740
Environmental Quality	001/221001	51201	Salaries	Leave Buyback	13,606
Extension Services	001/221201	51201	Salaries	Leave Buyback	1,553
Planning & Zoning	001/240201	51201	Salaries	Leave Buyback	17,350
GIS	001/240401	51201	Salaries	Leave Buyback	11,298
Information Technology	001/270102	51201	Salaries	Leave Buyback	6,930
Information Technology	001/270103	51201	Salaries	Leave Buyback	5,953
Information Technology	001/270109	51201	Salaries	Leave Buyback	4,567
Information Technology	001/270111	51201	Salaries	Leave Buyback	1,963
Pre-Trial Release	001/290307	51201	Salaries	Leave Buyback	7,344
Detention	001/290401	51201	Salaries	Leave Buyback	450,733
Detention Medical	001/290402	51201	Salaries	Leave Buyback	21,930
Facilities Management	001/310101	51201	Salaries	Leave Buyback	6,675
Custodial	001/310202	51201	Salaries	Leave Buyback	2,467
Facilities Maintenance	001/310203	51201	Salaries	Leave Buyback	11,590
Facilities Utilities	001/310207	51201	Salaries	Leave Buyback	2,393
Community Affairs	001/320201	51201	Salaries	Leave Buyback	14,539
Community Services/Animal Services	001/320501	51201	Salaries	Leave Buyback	12,629
Public Safety	001/330401	51201	Salaries	Leave Buyback	7,169
Emergency Management	001/330402	51201	Salaries	Leave Buyback	5,770
Emergency Communications	001/330403	51201	Salaries	Leave Buyback	8,508
PS Business Operations	001/330602	51201	Salaries	Leave Buyback	236
Parks & Recreation	001/350220	51201	Salaries	Leave Buyback	3,804

<b>General Fund (001)</b>					
Parks Maintenance	001/350226	51201	Salaries	Leave Buyback	5,541
Parks - Sports	001/350232	51201	Salaries	Leave Buyback	455
Public Information Office	001/380201	51201	Salaries	Leave Buyback	6,177
Transfers	001/110215	59102	Transfer to Fund 175	Leave Buyback for Public Works and Road Prison	248,751
Transfers	001/110215	59102	Transfer to Fund 175	Transfer for the Purchase of Capital Equipment	1,876,429
Sheriff	001/540101	59702	Personal Services/Sheriff	Leave Buyback for the Sheriff	1,200,000
Supervisor of Elections	001/550101	51201	Salaries	Leave Buyback for SOE	17,374
Property Appraiser	001/510101	59702	Personal Services	Leave Buyback for PA	40,000
Facilities Management/Priority One	001/310204	54601	Repairs & Maintenance	Renovation of Offices in the Clerk's area of Judicial	60,000
Facilities Management	001/310203	56401	Machinery & Equipment	Pick Up with Service Body & Ladder	31,000
Facilities Management	001/310203	56401	Machinery & Equipment	Vans (3)	87,000
Community Services/Animal Services	001/320501	54601	Repairs & Maintenance	Repaint and seal the floor for the Animal Shelter	4,500
Comm & Env/Water Quality	001/221001	56401	Machinery & Equipment	PH/Conductivity Meter Accumet AR20	2,650
Comm & Env/Water Quality	001/221001	56401	Machinery & Equipment	Surge Protector for ICP Machine	5,310
Comm & Env/Water Quality	001/221001	56401	Machinery & Equipment	Replacement of a 1999 Ford Pickup	25,000
Comm & Env/Extension	001/221201	56401	Machinery & Equipment	7 Passenger Van	26,000
Comm & Env/Mosquito	001/220701	56401	Machinery & Equipment	2 Pickups 4x4 Extended Cab Plus Sprayers	75,700
Community Affairs	001/320201	56401	Machinery & Equipment	SUV	25,000
Information Technology	001/270102	56401	Machinery & Equipment	Replace old phone system at Public Safety with VoIP	185,000
Information Technology	001/270102	56801	Intangible Assets	Replace backup and recovery system for virtual servers	49,152
Information Technology	001/270109	56401	Machinery & Equipment	Laptop replacements for computers older than 5 years	57,250
Information Technology	001/270111	56801	Intangible Assets	Virtual Server Replacement and backup software	119,430
Comm & Environment	001/220101	54601	Repairs & Maintenance	Dredging of Weekly Bayou/Permit	24,000
Facilities, DJJ Detention Bldg	001/210607	54601	Repairs & Maintenance	Repairs/improvements at DJJ Detention (funds from lease)	38,252
Facilities, DJJ Detention Bldg	001/210607	55201	Operating Supplies	Repairs/improvements at DJJ Detention (funds from lease)	20,000
Facilities, DJJ Detention Bldg	001/210607	56301	Improvements Other than Buildings	Repairs/improvements at DJJ Detention (funds from lease)	60,000
Facilities, DJJ Assessment bldg	001/210612	54601	Repairs & Maintenance	Capital Improvements at DJJ Assessment Center	10,531
Non-Departmental	001/110201	56401	Machinery & Equipment	A/V Retrofits, Old Courthouse, 4th Floor Training Room, BCC Cha	100,000
Non-Departmental	001/110201	59805	Reserves for Operating	Reserves for Operating	3,125,180
Non-Departmental	001/110201	59805	Reserves for Operating	Reserves for Operating	(2,125,180)
Non-Departmental	001/110201	59802	Reserves for Contingency	Reserves for Contingency	2,926,787
				<b>Total:</b>	<b>12,396,197</b>

Escambia County Restricted (101)																				
Revenue Accounts:		369009/369045	369045	342921	366223	343701	349011	349010	347206	347401	348532	365002	366004	366401						
Cost Centers:		110265	150105	210408	320502	320503	220310	220334	220336	350236	350224	290103	221016	220809	290208	221018	230317	110210	320203	
	Perdido	Employees Morale	Road Dept	Animal	Kennel	Sponsorships	Tree Fund	Tree Removal	Wetland Ordinance	Fishing Bridge	Parks Spec Events	Safe Neighborhood	Jones Swamp Wetland Presv	Aquatics Resources	Road Prison Reimburs	NPDES	Solid Waste Fundraiser	Innerarity Isl'd Dev Corp	Comm Ctr Rentals	Total
Program Revenues	\$ -	\$ 19,648.05	\$ 1,595.00	\$ -	\$ -	\$ 6,380.73	\$ 18,900.00	\$ 1,850.00	\$ 6,776.25	\$ 38,276.27	\$ -	\$ 130,098.82	\$ -	\$ -	\$ 4,650.00	\$ 140,736.33	\$ 1,340.00	\$ 40,938.33	\$ 2,579.00	\$ 413,768.78
Interest	\$ -	\$ 385.86	\$ 31.32	\$ -	\$ -	\$ 125.31	\$ 371.17	\$ 36.33	\$ 133.08	\$ 751.69	\$ -	\$ 2,554.95	\$ -	\$ -	\$ 91.32	\$ 2,763.86	\$ 26.32	\$ 803.97	\$ 50.65	\$ 8,125.82
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ (9,741.00)	\$ 7,941.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,500.00	\$ -	\$ 67,500.00
Total Revenues	\$ -	\$ 12,092.91	\$ 9,567.32	\$ -	\$ -	\$ 6,506.04	\$ 19,271.17	\$ 1,886.33	\$ 6,909.33	\$ 39,027.96	\$ -	\$ 132,653.77	\$ -	\$ -	\$ 4,741.32	\$ 143,500.19	\$ 1,366.32	\$ 109,242.30	\$ 2,629.65	\$ 489,394.60
Expenses	\$ -	\$ 21,999.46	\$ 1,794.80	\$ -	\$ -	\$ 5,430.44	\$ 12,172.13	\$ 12,086.34	\$ 29,988.66	\$ 42,892.41	\$ -	\$ 78,256.84	\$ -	\$ -	\$ 4,339.82	\$ 167,230.98	\$ 893.48	\$ 76,910.75	\$ -	\$ 453,996.11
Total Expenses	\$ -	\$ 21,999.46	\$ 1,794.80	\$ -	\$ -	\$ 5,430.44	\$ 12,172.13	\$ 12,086.34	\$ 29,988.66	\$ 42,892.41	\$ -	\$ 78,256.84	\$ -	\$ -	\$ 4,339.82	\$ 167,230.98	\$ 893.48	\$ 76,910.75	\$ -	\$ 453,996.11
Excess/(Deficiency)	\$ -	\$ (9,906.55)	\$ 7,772.52	\$ -	\$ -	\$ 1,075.60	\$ 7,099.04	\$ (10,200.01)	\$ (23,079.33)	\$ (3,864.45)	\$ -	\$ 54,396.93	\$ -	\$ -	\$ 401.50	\$ (23,730.79)	\$ 472.84	\$ 32,331.55	\$ 2,629.65	\$ 35,398.49
Beginning Fund Balance	\$ 5,337.46	\$ 138,140.39	\$ 827.91	\$ 5,742.21	\$ 4,989.17	\$ 174,214.11	\$ 112,642.65	\$ 90,337.55	\$ 66,927.68	\$ 25,518.55	\$ 659,721.71	\$ 17,486.49	\$ 7,492.32	\$ 1,259.56	\$ 83,615.33	\$ 269.21	\$ -	\$ -	\$ -	\$ 1,394,522
Ending Fund Balance	\$ 5,337.46	\$ 128,233.84	\$ 8,600.43	\$ 5,742.21	\$ 6,064.77	\$ 181,313.15	\$ 102,442.64	\$ 67,258.22	\$ 63,063.23	\$ 25,518.55	\$ 714,118.64	\$ 17,486.49	\$ 7,492.32	\$ 1,661.06	\$ 59,884.54	\$ 742.05	\$ 32,331.55	\$ 2,629.65	\$ 1,429,921	
Minus Re-budgets	0	0	6,974	0	0	23,000	457	14,625	0	0	0	17,486	7,492	0	4,079	0	0	0	0	74,113
Minus Budget Adj	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Minus Budgeted FB	0	0	0	0	0	0	0	0	0	0	0	15,494	0	0	0	0	0	0	0	15,494
SBA Amount	\$5,337	\$128,234	\$1,626	\$5,742	\$6,065	\$158,313	\$101,985	\$52,633	\$63,063	\$25,519	\$698,625	\$0	\$0	\$1,661	\$55,806	\$742	\$32,332	\$2,630	\$1,340,314	
Check																				
Current Assets	1,484,752																			
Current Liabilities	54,831																			
Fund Balance	\$1,429,922																			
Allocations for 2014																				
Account Title	Fund/Cost Center	Account	Adjustment	Cost Center Name	Description															
Reserves	101/110265	59801	5,337	Perdido Key Fund	Reserves															
Operating Supplies	101/150105	55201	128,234	Morale and Welfare	Awards, plaques and employee morale															
Host Ordinance Items	101/210408	54931	1,626	Roads Timber Sales	Correction in last years fund balance calculation															
Reserves	101/320502	59801	5,742	Animal License Fees	Reserves															
Reserves	101/320503	59801	6,065	Kennel Sponsorships	Reserves															
Reserves	101/220310	59801	158,313	Tree Fund	Reserves															
Reserves	101/220334	59801	101,985	Tree Removal	Reserves															
Reserves	101/220336	59801	52,633	Wetland Ordinance	Reserves															
Reserves	101/350236	59801	63,063	Fishing Bridge	Reserves															
Reserves	101/350224	59801	25,519	Parks Special Events	Reserves															
Reserves	101/290103	59801	688,625	Safe Neighborhoods	Reserves															
Utilities	101/290103	54301	10,000	Safe Neighborhoods	Gulf Power/Night Light Project															
Reserves	101/221016	59801	0	Jones Swamp	Reserves															
Improvements Other Than Bldgs	101/220809	56301	0	Aquatic Resources	Artificial reefs															
Operating Supplies	101/290208	55201	1,661	Road Prison Reimburs	Southeastern States Manhunt Field Trials															
Reserves	101/221018	59801	48,549	NPDES	Reserves															
Salaries	101/221018	51201	2,257	NPDES	Leave Buyback															
Machinery & Equipment	101/221018	56401	5,000	NPDES	Water quality sampling equipment															
Operating Supplies	101/230317	55201	742	Solid Waste Fundrais	Supplies for Dump Dash															
Reserves	101/110210	59801	32,332	Innerarity Island	Reserves															
Reserves	101/320203	59801	2,630	Community Ctr Rental	Reserves															
				1,340,314																



[illegible]

<b>Code Enforcement Fund (103)</b>		<b>FY2011</b>	<b>FY2012</b>	<b>FY13</b>	<b>FY14</b>	<b>FY15</b>	
	Current Assets	\$1,463,697	\$1,630,082	\$1,352,098	\$1,407,063	\$2,031,423	
	Current Liabilities	98,621	157,629	56,930	73,027	73,622	
	Fund Balance	1,365,076	1,472,452.59	1,295,167.81	1,334,036.00	1,957,801.11	
	Less: Original Estimate	0	0.00	0.00	0.00	500,000.00	
	<b>Adjustment</b>	<b>\$1,365,076</b>	<b>\$1,472,453</b>	<b>\$1,295,168</b>	<b>\$1,334,036</b>	<b>\$1,457,801</b>	
	Revenues	\$2,841,659	\$2,516,564	\$2,096,504	\$2,193,875	\$2,791,722	
	Expenses	3,150,391	2,409,188	2,273,789	2,168,353	2,167,957	
	Excess/(Deficiency)	(308,732)	107,376	(177,284.78)	25,522.00	623,764.94	
	Beginning Fund Balance	1,673,808	1,365,076	1,472,452	1,308,514	1,334,036	
	Ending Fund Balance	1,365,076	1,472,452	1,295,168	1,334,036	1,957,801	
		(0)	0	0	0	0	
	<b>Department</b>	<b>Cost Center</b>	<b>Account Code</b>			<b>Description</b>	
	<b>New Allocations - 2015</b>			<b>Title</b>	<b>Amount</b>		
	Code Enforcement	290101	54301	Utilities	0	tipping fees for Clean Sweeps	
	Code Enforcement	290101	53101	Professional Services	0	animal cruelty cases	
	Code Enforcement	290101	51201	Salaries	14,429	Leave Buy Back	
	Code Enforcement	290101	59801	Reserves	1,378,939	Reserves	
	Code Enforcement	290101	51201	Salaries	5,495	Gordon Pike's Retirement Payout	
	Code Enforcement	290101	54101	Communications	58,938	Radio upgrade (Motorola quote)	
					<b>1,457,801</b>		

Mosquito State Fund (106)		FY2013		FY2014	FY2015	
	Current Assets	15,607.53		21,762.11	16,326.82	
	Current Liabilities	<u>0.00</u>		<u>0.00</u>	<u>0.00</u>	
	Fund Balance	15,608		21,762	16,327	
	Less: Original Estimate	0.00		0	0	
	Adjustment	<u>15,608</u>		<u>21,762</u>	<u>16,327</u>	
	check:					
	revenues	18,505.15		18,500.31	29,456.16	
	<u>-exps</u>	<u>48,060.62</u>		<u>12,345.73</u>	<u>34,891.45</u>	
	=wc	-29,555.47		6,155	-5,435	
	+beginning fb	<u>45,163.00</u>		<u>15,608</u>	<u>21,762</u>	
		<u>15,608</u>		<u>21,762</u>	<u>16,327</u>	
		0		0	0	
			Object			
	Department	Fund/Cost Center	Code	Account Title	Adjustment	Description
New Allocations						
	Comm & Env/Mosquito	106/220703	59801	Reserves	16,327	Reserves
				<b>Total</b>	<b>16,327</b>	

<b>Tourist Development Tax (108)</b>		
<b>Year Ending September 30, 2013</b>		
	<b>360101</b>	<b>360105</b>
	<b>3 Cents</b>	<b>4th Cents</b>
	<b>FY 13/14</b>	<b>FY 13/14</b>
	<b>Actuals</b>	<b>Actuals</b>
Tourist Development Tax	\$6,296,786	\$2,098,929
Interest	13,822	9,492
Miscellaneous Revenues	0	525
Total Revenue	6,310,609	2,108,945
African-American Heritage Society		21,413
Arts Culture and Entertainment (ACE)	35,065	844,509
Banks Enterprises		50,000
Civic Center	1,300,000	
Englewood Baptist Church		4,500
Frank Brown International Songwriter's		0
Historic Preservation Society		70,000
Indirect Cost	281,771	93,925
Marine Recreation		155,665
Music Entertainment Venue		42,000
Naval Aviation Museum		100,000
TACC - Pensacola Bay Area	4,952,479	117,451
Pensacola Sports Association	0	0
Perdido Key Area Chamber of Commerce	0	
Sertoma		75,000
Skills USA		100,000
St Michaels		25,000
Tasha Cobb Concert		3,000
Thunder on the Gulf		40,000
White Sands Music Festival		5,000
Total Expenses	6,569,315	1,747,463
Excess/(Deficiency)	(\$258,706)	361,483
Beginning Fund Balance	1,959,063	1,486,452
Ending Fund Balance	1,700,357	1,847,935
Estimate	400,000	150,000
Recommended Adjustment to Reserves	300,000	250,000
<b>Adjustment</b>	<b>1,000,357</b>	<b>1,447,935</b>
(minus rebudgets)		139,151
<b>SBA</b>	<b>1,000,357</b>	<b>1,308,783</b>
<b>New Allocations</b>		
Reserves	300,000	250,000
Marine Resources Leave Buyback CC:220805		3,387
BP Oil Spill Grant - revenue 334515		
Tourism Promotion	1,000,357	1,305,396
<b>Net Available</b>	<b>1,000,357</b>	<b>1,308,783</b>
<b>BP Oil Spill Grant</b>	73,416	
	38,152	
Should have in the budget	35,263.95	
Actually have in the budget	0.00	
<b>Add this amount.</b>	<b>35,263.95</b>	

FUND 110 FUND BALANCE CALCULATION								
	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015
CURRENT ASSETS	5,853,507.87	3,873,103.00	1,807,592.00	3,474,022.86	3,275,115.24	2,480,485.65	1,553,551.00	1,598,605.58
CURRENT LIABILITIES	4,304,740.05	923,763.00	362,316.00	1,931,386.29	2,221,741.62	1,331,622.55	297,500.00	365,835.00
ENDING FB	1,548,767.82	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,148,863.10	1,256,051.00	1,232,770.58
-ESTIMATED FB (budgeted FB in current yr)	800,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,396,585.66
adjust	748,767.82	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,148,863.10	1,256,051.00	(163,815.08)
check:								
REV	12,811,943.00	8,548,992.00	4,069,841.00	5,908,253.47	7,504,306.35	9,963,077.72	2,697,414.00	2,326,447.02
-EXPS	12,479,247.00	7,152,724.00	5,573,905.00	5,810,892.50	7,993,569.30	9,867,588.24	2,599,201.00	2,349,727.73
	332,696.00	1,396,268.00	(1,504,064.00)	97,360.97	(489,262.95)	95,489.48	98,213.00	(23,280.71)
+BEGINNING FB (ending FB from prvs yr)	1,216,071.00	1,553,072.00	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,157,838.05	1,256,051.29
ENDING FB	1,548,767.00	2,949,340.00	1,445,276.00	1,542,636.97	1,053,373.62	1,148,863.10	1,256,051.05	1,232,770.58
	0.82	0.00	0.00	(0.40)	0.00	0.00	(0.05)	0.00
Allocation for FY2015: (not adjusting budget side of these cost centers because the budget is new \$\$)								
Non-department	110/110263	59801	446,264.65					
Drug Courts Emergency Funds-Donation	110/410567	58301	94,973.22					
FL Boating Improvement	110/220807	56301	308,431.48					
EMS County Award	110/330318	55201	7,864.67					
Drug Abuse Trust Fund	110/410559	53401	224,982.71					
Traffic Infractions Hearing Officer	110/410512	59801	118,604.74					
Domestic Security	110/330459	53401	7,887.59					
Glynn Key Private Donation	110/221002	54601	12,978.47					
Forensic Mental Health	110/290501	51201	(3,041.90)					
Federal Elections Activity	110/550125	54801	0.00					
Hazardous Materials Plan #12CP03012701187	110/330323	55201	9,904.95					
Salaries	110/290501	51201	1,410.00	Leave buy back				
Salaries	110/320219	51201	484.00	Leave buy back				
Salaries	110/330409	51201	2,026.00	Leave buy back				
			1,232,770.58					

<b>Fund 111 - Detention/Jail Commissary</b>						
	<b><u>FY2015</u></b>					
Current Assets	1,295,376.11					
Current Liabilities	192,854.89					
	<u>1,102,521.22</u>					
Less: Est Fund Balance	0.00					
Less: Rebudgets	84,820					
<b>SBA Adjustment</b>	<b><u>1,017,701</u></b>					
check:						
Revenues	2,326,154.09					
Less: Expenses	1,223,632.87					
=wc	<u>1,102,521.22</u>					
<b>Department</b>	<b>Fund/Cost Center</b>	<b>Object Code</b>	<b>Account Title</b>	<b>Adjustment</b>	<b>Description</b>	
Detention/Jail Commissary	111/290406	51201	Salaries	2,159		
Detention/Jail Commissary	111/290406	59801	Reserves	1,015,542	Reserves	
			<b>Total</b>	<b><u>1,017,701</u></b>		

LIBRARY FUND (113)				
	Library	Library Donations	Total:	
Revenues	5,543,177	114,208	5,657,385	
Less: Expenses	4,316,612	2,152	4,318,764	
	1,226,565	112,056	1,338,621	
Less: Est Fund Balance	0	0	0	
Less: Rebudgets	87,140	215,423	302,563	
SBA Amount			1,036,058	
Income Statement	1,139,425	(103,367)	1,036,058	
Current Assets	\$1,510,823			
Current Liabilities	172,202			
Fund Balance	1,338,621	0		
Less: 14/15 Rebudgets	302,563			
Adjustment	\$1,036,058	\$0		
<b>Expense Allocations:</b>			<b>Account:</b>	
Reserves	113/110501	1,110,303	59801	Reserves
Buildings	113/110504	(87,321)	56201	Reverse rebudget (posted twice)
Professional Services	113/110504	(2,152)	53101	Reverse (posted as a rebudget to Buildings then moved on BA# 039)
Machinery & Equipment	113/110504	(13,894)	56401	Reverse rebudget (posted twice)
Salaries	113/110501	7,470	51201	Adj. allocating funds for Director and Director's Aide Positions from City job title.
Salaries	113/110501	21,652	51201	Leave Buyback
Salaries	113/110502	0	51201	Leave Buyback
Salaries	113/110503	0	51201	Leave Buyback
Total:		\$1,036,058		
<b>Revenue Allocations:</b>				
Library Donations	366219	12,679		
Library Donations	366219	(2,152)		
City of Pensacola Contributions	337701	(79,640)		
Fund Balance	389901	79,640		
Fund Balance	389901	(12,679)		
Fund Balance	389901	(101,215)		
Fund Balance	389901	1,139,425		
Total:		1,036,058		

<b>Community Corrections (114)</b>				
<b>Net Income/Loss by Program</b>				
<b>Misdemeanor Probation (290301)</b>				
<b>Revenues:</b>				
Cost of Supervision (348681)	676,436			
Pre-Sentence Investigation (348683)	174			
Pre-Court Supervision (348689)	150			
MP/CCP Urinalysis (349229)	27,820			
Process Servers (359008)	16,400			
Interest (361001)	8,694			
Interest Unrealized G/L (361008)	(3,151)			
Interest other than Invest (361002)	0			
Sale of Equipment (364002)	0			
Misc. Revenue (369001)	37,377			
Prior Year Refund (369004)	0			
Insurance Proceeds (369008)	182,689			
Transfer from 001	0			
Reimbursements (369401)	0			
Recovery of Bad Debt	0			
<b>Total Revenues</b>	<b>946,589</b>			
<b>Expenses:</b>				
Personnel	786,862			
Operating	86,533			
Capital	5,700			
<b>Total Expenses</b>	<b>879,095</b>			
<b>Net Income/Loss</b>	<b>67,495</b>			
<b>Community Confinement (290303)</b>				
<b>Revenues:</b>				
Electric Monitoring (348684)	208,331			
Breath Testing (348687)	14,645			
Community Confinement (349002)	5,781			
<b>Total Revenues</b>	<b>228,756</b>			
<b>Expenses:</b>				
Personnel	120,738			
Operating	138,723			
Capital	0			
<b>Total Expenses</b>	<b>259,461</b>			
<b>Net Income/Loss</b>	<b>(30,704)</b>			
<b>Pre-Trial Diversion (290306)</b>				
<b>Revenues:</b>				
Pre-Trial Diversion (348680)	188,199			
<b>Expenses:</b>				
Personnel	207,624			
Operating	13,860			
Capital	0			
<b>Total Expenses</b>	<b>221,483</b>			
<b>Net Income/Loss</b>	<b>(33,284)</b>			
<b>Check Restitution (290302)</b>				
<b>Revenues:</b>				
Check Restitution (348685)	117,460			
Check Restitution Program (337201)	0			
<b>Total Revenues</b>	<b>117,460</b>			
<b>Expenses:</b>				
Personnel	102,482			
Operating	3,992			
Capital	0			
<b>Total Expenses</b>	<b>106,474</b>			
<b>Net Income/Loss</b>	<b>10,986</b>			
<b>Community Service Work (290304)</b>				
<b>Revenues:</b>				
Community Service Work (348686)	154,656			



<b>Community Corrections (114)</b>				
<b>Net Income/Loss by Program</b>				
<b>Expenses:</b>				
Personnel	43,546			
Operating	0			
Capital	0			
<b>Total Expenses</b>	<b>43,546</b>			
<b>Net Income/Loss</b>	<b>111,109</b>			
<b>Work Release (290305)</b>				
<b>Revenues:</b>				
Work Release Waiting List (348688)	500			
Residential Probation (349003)	1,031,338			
Locker Rental (369925)	9,929			
<b>Total Revenues</b>	<b>1,041,767</b>			
<b>Expenses:</b>				
Personnel	439,558			
Operating	282,313			
Capital	0			
Transfers for Debt Service	0			
<b>Total Expenses</b>	<b>721,871</b>			
<b>Net Income</b>	<b>319,896</b>			
Total Revenues From Programs	\$2,677,428			
Total Expenses From Programs	2,231,930			
Net Income from all Programs	445,498			
Beginning Fund Balance	\$918,666			
Ending Fund Balance	\$1,364,164			
Estimated Funding Balance (FRCast015)	181,394			
Rebudgets	166,793			
Adjustment Needed	1,015,977			
<b>Total Allocations</b>	<b>\$1,015,977.16</b>			
<b>Allocations for 2015</b>				
<b>Account Title</b>	<b>Fund/Cost Center</b>	<b>Account</b>	<b>Adjustment</b>	
Salaries	114/290301	51201	13,193	Leave Buyback
Salaries	114/290301	51201	5,495	Gordon Pike's Retirement Payout
Salaries	114/290305	51201	9,845	Leave Buyback
Salaries	114/290306	51201	3,900	Leave Buyback
Reserves	114/290301	59801	983,544	Reserves
			<b>1,015,977</b>	

2013 Article V Fund																														
COST CENTERS:	410802 25% Legal Aide	410701 25% Law Library	410501 25% Local Options	410514 25% Juvenile Programs	410502 Teen Court	410505 Court Security	410507 Other ART V Costs	540112 Deputy Training	290206 Criminal Justice	410503 S1.50 Court Technology	410407 S2.40 Public Defender	410306 S2.89 State Attorney	410513 Judicial Network	410517 Walton Tech	410506 Court Administ	110256 Facility Fee	410515 S1.00 S-Rosa Technology	410309 S0.69 S-Rosa S.A.	410412 S0.40 S-Rosa P.D.	410516 S1.00 Okaloosa Technology	410310 S0.69 Okaloosa S.A.	410311 State Attorney Comm.	410312 Public Defender Comm.	410414 S0.60 Walton S.A.	410312 State Attorney Comm.	410415 S0.60 Walton P.D.	410901 Regional Conflict Counsel	410518 Crt. Mental Health	TOTAL	
Revenues:																														
Actuals	83,120.42	83,120.42	83,120.42	83,120.41	91,396.94				56,202.93	73,488.73	208,326.40	83,330.56	124,995.84	6,647.00		932,052.20	167,204.42	100,322.65	66,881.77	267,736.77	160,642.06	107,094.71				119,105.00	79,403.34	0.00	2,977,312.98	
Clark Adj to Actual Revenues DTOG																														
Transfer from General Fund 001	62,938.00					217,975.00	12,000.00								16,000.00															
Regional Conflict Counsel										(7,199.37)		(2,400.00)	(4,800.00)															17,999.37	54,397.00	0.00
Insurance Proceeds																														0.00
Prior Year Refund																														0.00
Reimbursements																														0.00
PIV Interest Adj to FB																														0.00
Interest							26,471.81																							26,471.81
Total Revenues	146,058.42	83,120.42	83,120.42	83,120.41	91,396.94	217,975.00	38,471.81	56,202.93	73,488.73	201,127.03	80,930.56	120,195.84	0.00	6,647.00	16,000.00	932,052.20	133,576.00	80,025.60	53,550.40	160,209.00	96,125.40	64,083.60	27,259.00	7,500.00	67,290.00	44,860.00	17,999.37	54,397.00	3,036,733.08	
Expenses:																														
Expenses	124,688.00	75,446.94	84,003.31	10,687.00	62,383.44	230,258.15	5,725.00	42,750.00	33,531.25	253,911.59	69,050.50	219,915.68		29,080.42	8,445.45	665,000.00	117,574.01	132,899.33	79,275.49	271,492.81	169,396.93	94,595.30	28,463.86	8,235.21	100,016.86	76,058.06	17,999.37	42,439.55	3,053,323.51	
Total Expenses	124,688.00	75,446.94	84,003.31	10,687.00	62,383.44	230,258.15	5,725.00	42,750.00	33,531.25	253,911.59	69,050.50	219,915.68	0.00	29,080.42	8,445.45	665,000.00	117,574.01	132,899.33	79,275.49	271,492.81	169,396.93	94,595.30	28,463.86	8,235.21	100,016.86	76,058.06	17,999.37	42,439.55	3,053,323.51	
Net Income	21,370	7,673	(683)	72,433	29,014	(12,283)	32,747	13,453	39,957	(52,786)	11,880	(99,720)	0	(22,433)	7,555	267,052	16,002	(52,874)	(25,725)	(111,284)	(73,272)	(30,512)	(1,205)	(739)	(32,727)	(31,198)	0	11,957	(16,540)	
Beginning Fund Balance	0	14,359	354,347	502,268	515,786	125,960	929,794	298,199	260,643	192,368	75,246	141,715	0	41,947	31,721	0	177,638	101,641	60,506	311,061	212,830	154,568	3,504	18,048	112,219	56,993	(0)	0	4,693,359	
Ending Fund Balance	21,370	22,032	353,464	574,702	544,799	125,960	1,229,593	311,652	300,600	139,583	87,126	41,995	0	19,513	39,275	0	193,640	48,767	34,781	199,777	139,559	124,067	2,299	17,312	79,493	25,795	(0)	11,957	4,698,189	
Estimate (Cur Year)	(60,863)		(122,724)	(25,333)	(275,000)	(20,266,473)	(60,000)		(38,000)	(107,563)							(24,600)	(95,407)	(30,000)	(1,400)	(97,788)	(38,212)	(29,250)	(20,000)			(68,970)	(1,404,804)		
FUND BALANCE ADJUSTMENT	(539,183)	\$22,032	\$230,740	\$539,369	\$269,799	(\$161,427)	\$1,169,593	\$311,652	\$300,600	\$129,818	\$51,066	(\$65,568)	\$0	\$19,513	\$14,668	\$0	\$177,089	(\$2,140)	\$4,781	\$198,377	\$41,771	\$87,845	(\$26,960)	\$9,812	\$50,967	\$5,795	(\$30)	(\$46,813)	\$3,293,385	
New Allocations							Description																							
Aids to Governmental Agencies	115/410802	58101		0			Legal Aid																							
Aids to Governmental Agencies	115/410701	58101		22,032			Law Library																							
Insurance	115/410701	54501		0			Insurance																							
Reserves	115/410501	59801		770,109			Reserves																							
Reserves	115/410514	59801		0			Reserves																							
Reserves	115/410502	59801		269,799			Reserves																							
Reserves	115/410505	59801		(0)			Reserves																							
Reserves	115/410507	59801		829,832			Reserves																							
Reserves	115/540112	59801		311,652			Reserves																							
Reserves	115/290206	59801		300,600			Reserves																							
Reserves	115/410503	59801		129,818			Reserves																							
Reserves	115/410407	59801		51,066			Reserves																							
Reserves	115/410306	59801		(0)			Reserves																							
Salaries	115/410517	51201		19,513			Walton Crt. Tech is only personnel dollars, these fund will be placed back into personnel.																							
Reserves	115/410506	59801		14,668			Reserves																							
Reserves	115/410515	59801		177,089			Reserves																							
Other Contractual Services	115/410309	53401		(2,140)			Other Contractual Services																							
Reserves	115/410412	59801		4,781			Reserves																							
Reserves	115/410516	59801		198,377			Reserves																							
Reserves	115/410310	59801		41,771			Reserves																							
Reserves	115/410413	59801		87,845			Reserves																							
Reserves	115/410311	59801		(0)			Reserves																							
Reserves	115/410414	59801		9,812			Reserves																							
Reserves	115/410312	59801		50,967			Reserves																							
Reserves	115/410415	59801		5,795			Reserves																							
Reserves	115/410901	59801		(0)			Reserves																							
Reserves	115/410518	59801		0			Reserves																							
Total New Allocations				3,293,385																										

<b>Fund 116</b>						
	<b><u>FY2010</u></b>	<b><u>FY2011</u></b>	<b><u>FY2012</u></b>	<b><u>FY2013</u></b>	<b><u>FY2014</u></b>	<b><u>FY2015</u></b>
CURRENT ASSETS	\$92,861	61,601	\$119,513	\$129,445	\$263,961	\$394,833
CURRENT LIABILITIES	<u>15,878</u>	<u>13,923</u>	<u>8,546</u>	<u>8,213</u>	<u>13,427</u>	<u>14,625</u>
ENDING FB for prvs yr, Begn FB current yr	76,983.00	47,678	110,967	121,232	250,534	380,208
-ESTIMATED FB (budgeted FB in current yr)	0.00	0	0	3,200.00	0.00	0.00
adjustment	76,983.00	47,678	110,967	118,032	250,534	<b>380,208</b>
check:						
REV	\$389,288	269,172	\$298,807	\$252,594	\$484,610	\$523,148
-EXPS	<u>312,305</u>	<u>298,477</u>	<u>235,518</u>	<u>242,329</u>	<u>356,722</u>	<u>393,473</u>
	76,983.00	-29,305	63,289	10,265	127,887	129,675
+BEGINNING FB	0.00	76,983	47,678	110,967	122,647	250,534
ENDING FB	76,983.00	47,678	110,967	121,232	250,534	380,209
	0.00	0	0	0	0	0
<b>New Allocations:</b>						
<b>Account Title</b>	<b>Fund/CC</b>	<b>Account</b>	<b>Adjustment</b>			
Reserves	116/211902	59801	376,375			
Salaries/Leave buyback	116/211902	51201	3,833	Leave buy back		
			<b>380,208</b>			

<b>Perdido Key Mouse In-Lieu Fee (Fund 117):</b>						
		<b>FY2015</b>				
Current Assets		168,629.37				
Current Liabilities		0.00				
Fund Balance		168,629.37				
Less: Original Estimate		0.00				
Adjustment		<u>\$168,629.37</u>				
check:						
revenues		21,909.47				
-exps		0.00				
=wc		21,909.47				
+beginning fb		146,719.90				
		<u>168,629.37</u>				
		0.00				
-Rebudgets		68,500.00				
Adjustment		<u>100,129.37</u>				
			<b>Object</b>			
<b>Department</b>	<b>Cost Center</b>		<b>Code</b>	<b>Title</b>	<b>Adjustment</b>	<b>Description</b>
<b>New Allocations</b>						
NESD	117/220335	55201	Operating Supplies	100,129	Perdido Key Mouse Operating	
			<b>Total New Allocations</b>	<u><b>100,129</b></u>		

<b>Law Enforcement Trust (121)</b>						
	Current Assets	\$484,244.00				
	Current Liabilities	0.00				
	Fund Balance	484,244.00				
	Less: Original Estimate	0.00				
	Adjustment	<b>\$484,244.00</b>				
			<b>Object</b>			
	<b>Department</b>	<b>Cost Center</b>	<b>Code</b>	<b>Title</b>	<b>Adjustment</b>	<b>Description</b>
<b>New Allocations</b>						
	Law Enf Trust Fund	121/540103	53101	Professional Services	10,000	Professional Services
	Law Enf Trust Fund	121/540103	54201	Postage	4,244	Postage
	Law Enf Trust Fund	121/540103	54601	R & M	8,000	R & M
	Law Enf Trust Fund	121/540103	54801	Promotional	30,000	Promotional
	Law Enf Trust Fund	121/540103	54901	Other Current Charges	30,000	Other Current Charges
	Law Enf Trust Fund	121/540103	53501	Investigations	60,000	Investigations
	Law Enf Trust Fund	121/540103	55201	Operating Supplies	42,000	Operating Supplies
	Law Enf Trust Fund	121/540103	56401	Machinery	50,000	Machinery
	Law Enf Trust Fund	121/540103	58201	Aids to Private Organizatio	250,000	Aids to Private Organizations
				<b>Total New Allocations</b>	<b>484,244</b>	

ESCAMBIA AFFORDABLE HOUSING (124)							
	Current Assets	\$1,488,748					
	Current Liabilities	2,975					
	Fund Balance	1,485,773					
	Less: Estimated Fund Balance	1,302,242					
	Adjustment	<b>\$183,531</b>					
	<b>Allocations:</b>			<b>Account:</b>			
	Reserves	124/220406	183,531	59801			
		Total:	<b>\$183,531</b>				

<b>Handicapped Parking (130)</b>					
		<b>FY2015</b>			
	Current Assets	\$283,558			
	Current Liabilities	378			
	Fund Balance	283,180			
	Less: Original Estimate	0			
	Adjustment	<b>\$283,180</b>			
<b>Allocations:</b>			<b>Account:</b>	<b>CC:</b>	
	1/3 to Handicapped Enforcement Reserves	94,393	59801	130/540104	
	2/3 for ADA programs Reserves	188,787	59801	130/150102	
	Total:	<b>\$283,180</b>			

<b>Family Mediation Fund (131)</b>					
		<b>FY2015</b>			
	Current Assets	\$110,215.17			
	Current Liabilities	700.00			
	Fund Balance	109,515.17			
	Less: Original Estimate	80,000.00			
	Adjustment	<b>29,515</b>			
<b>Allocations:</b>			<b>Fund/CC</b>	<b>Account:</b>	
	Family Mediation	Reserves	131/410141	59801	29,515
		Total:			<b>\$29,515</b>



<b>Fire Protection Fund (143)</b>					
	<b>FY2015</b>				
Current Assets	\$4,355,387				
Current Liabilities	461,384				
	<b>3,894,003</b>				
Revenues	\$12,205,593				
Expenses	12,030,664				
Excess/(Deficiency)	174,929				
Fund Balance	3,719,074				
Reserves for Encumbrances	73,618				
Encumbrances	73,618				
	<b>3,894,003</b>				
	3,894,003				
14/15 Rebudgets	73,618				
FRCast015	1,084,732				
<b>Adjustment</b>	<b>2,735,653</b>				
<b>New Allocations:</b>					
<b>Account Title</b>	<b>Fund/Cost Center</b>	<b>Account</b>	<b>Adjustment</b>		
Reserves	143/330206	59801	2,447,131	Reserves	
Volunteer Stipends	143/330206	53422	241,011	Replaced previously reallocated funds	
Salaries	143/330206	51201	42,900	Leave Buyback	
Salaries	143/330209	51201	4,611	Leave Buyback	
			<b>2,735,653</b>		

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HUD-CDBG HOUSING REHAB (146)							
	Current Assets	\$55,826					
	Current Liabilities	0					
	Fund Balance	55,826					
	Less: Estimated Fund Balance	0					
	Adjustment	<b>\$55,826</b>					
<b>New Allocations:</b>		<b>Fund/CC</b>	<b>Account:</b>				
	Reserves	146/220401	59801	55,826			
			Total:	<b>\$55,826</b>			

2015 BALANCE ADJUSTMENT	220516	220515	220520	220517	220519		220521	220518		
	Warrington	Brownsville	Englewood	Palafox	Barrancas	TOTAL	NR	Donations		
	41%	17%	11%	19%	12%	100% x				
Budgeted TIF 14/15	341,332.00	241,200.00	169,700.00	231,310.00	148,000.00	1,131,542.00	x			
Donations								0.00		
CDBG \$\$							185,000.00			
Actual TIF 2013/14	242,746.00	98,512.00	64,594.00	111,726.00	66,436.00	584,014.00			246,690.91	
(Less) Admin Proration	(96,178.95)	(39,471.59)	(26,882.13)	(46,029.07)	(28,129.17)	(236,690.91)	(10,000.00)	0.00	(246,690.91)	
(Less) Actual Expense 13/14	(167,963.49)	(144,094.90)	(104,414.71)	(106,739.56)	(121,264.36)	(644,477.02)	(353,636.25)	0.00	(998,113.27)	
(Less) SBA#	0.00	0.00	0.00	0.00	0.00				(1,244,804.18)	
Net Income	(21,396.44)	(85,054.49)	(66,702.84)	(41,042.63)	(82,957.53)	(297,153.93)	(178,636.25)	0.00		
	220516	220515	220520	220517	220519					
	Warrington	Brownsville	Englewood	Palafox	Barrancas	TOTAL				
	41%	17%	11%	19%	12%	100%				
Beginning Fund Balance 12	1,601,157	1,031,481	305,429	833,598	506,418	4,278,084	462,104	339	4,740,527	
Ending Fund Balance 12	1,343,267	927,787	285,816	858,812	510,029	3,925,711	545,135	339	4,471,185	
Beginning Fund Balance 13	1,359,228	935,795	290,699	870,683	514,536	3,970,942	545,135	339	4,516,416	
Ending Fund Balance 13	987,248	571,204	255,603	822,677	490,960	3,127,693	488,198	339	3,616,230	
Beginning Fund Balance 14	1,009,100	582,233	262,289	838,094	497,201	3,188,917	488,198	339	3,677,454	
Ending Fund Balance 14	987,703	497,179	195,586	797,052	414,244	2,891,764	309,562	339	3,201,664	
Prior Year Interest JE FB	0	0	0	0	0	0				
Interest + Misc Re-apportion.	8,628	3,541	2,411	4,129	2,523	21,232		150		
59016	996,331	500,720	197,997	801,181	416,767	2,912,995	309,562	489	3,223,046	14 Income Statement
(Minus) Rebudgets	108,990	19,000		13,893	18,995	160,878	15,000		175,878	
(Minus) Projected Fund Balance	166,034	68,140	46,407	79,460	48,559	408,600			408,600	
(Minus) Budget Adj.						0				
SBA 1-22-15	721,307	413,580	151,591	707,828	349,212	2,343,517	294,562	489	2,638,568	SBA
Leave Buyback Adj for CRA	2,109	866	590	1,009	617		2,854		584,478	Rebudgets+FB
SBA 1-16-14	719,197	412,714	151,001	706,818	348,596		291,708	489	3,223,046	Income Statement
Allocations:			Cost Center	Description					2,638,568	SBA
Salaries	2,854	51201	151/220521	Leave Buyback						
Salaries	5,191	51201	151/220523	Leave Buyback						
	8,045									

<b>Southwest Sector CRA (152)</b>					
	Current Assets	\$1,103,008			
	Current Liabilities	0			
	Fund Balance	1,103,008			
	Less: Original Estimate	0			
	Adjustment	\$1,103,008			
	Revenues	\$10,919			
	Expenses	791,090			
	Excess/(Deficiency)	(780,171)			
	Beginning Fund Balance	1,883,179			
	Ending Fund Balance	1,103,008			
	Minus Rebudgets	1,130,463.13			
	SBA Adj.	(27,455.32)			
	Grant Balance:				
	Blue Angel 334419	256,763			
	Sorrento 334440	0			
	Perdido Key 334447	0			
	Total:	256,763			
	<b>Re-Budgets:</b>				
	Improvements other than Buildings	56301	152/210508	256,763.13	Blue Angel Trip Program
	Improvements other than Buildings	56301	152/110269	850,019.00	Southwest Sector CRA
	Improvements other than Buildings	56301	152/210507	790.00	Sorento TRIP Program
	Improvements other than Buildings	56301	152/210508	22,891.00	Blue Angel Trip Program
	<b>Total:</b>			1,130,463.13	
<b>New Allocations</b>					
	Southwest Sector CRA	152/110269	56301	Improvements Other Than Buildings	(27,455)
	Sorento TRIP Program	152/210507	56301	Improvements Other Than Buildings	(790)
	Southwest Sector CRA	152/110269	56301	Improvements Other Than Buildings	790
	Blue Angel Trip Program	152/210508	56301	Improvements Other Than Buildings	(22,891)
	Southwest Sector CRA	152/110269	56301	Improvements Other Than Buildings	22,891
				<b>Total New Allocations</b>	(27,455)



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FUND 177 FUND BALANCE CALCULATION							
	FY09	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015
CURRENT ASSETS	256,626.00	282,707.84	492,894.32	723,799.08	859,607.38	951,235.00	1,059,315.23
CURRENT LIABILITIES	63,867.00	27,708.59	372,508.96	338,766.34	310,651.68	745,527.00	714,489.77
FB	192,759.00	254,999.25	120,385.36	385,032.74	548,955.70	205,708.00	344,825.46
-ESTIMATED FB (budgeted FB in current yr)	10,000.00	17,449.48	10,000.00	10,002.00	48,762.00	48,571.00	50,677.00
adjust	182,759.00	237,549.77	110,385.36	375,030.74	500,193.70	157,137.00	294,148.46
check:							
REV	548,775.00	603,720.55	761,691.87	841,962.38	802,164.87	834,071.00	830,992.10
-EXPS	533,187.00	541,480.30	896,305.76	577,315.00	638,241.91	1,186,688.00	691,874.82
+BEGINNING FB (ending FB from prvs yr)	177,169.00	192,759.00	254,999.25	120,385.36	385,032.74	558,325.00	205,708.18
ENDING FB	192,757.00	254,999.25	120,385.36	385,032.74	548,955.70	205,708.00	344,825.46
	2.00	0.00	0.00	(0.00)	0.00	0.00	0.00
Total New Allocations					294,148		
FY2015 Allocation:							
	Innerarity Debt Srvc	140963	59801	Reserves	(1,262)	take from 363299	
	Deerfield Debt Srvc					start 2016 after first collections in 14-15	
	MSBU Reserves	140572	59801	Reserves	295,410		
					\$294,148		



FUND 181																				
	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015													
Current Assets	\$1,828,615	1,690,526	1,432,866	1,032,666	897,463	785,170	769,260													
Current Liabilities	29,918	30,778	44,540	38,513	36,441	15,356	7,417													
Fund Balance	1,798,697	1,659,748	1,388,327	994,153	861,023	769,813	761,843													
Less: Original Estimate	1,687,302	27,733	0	0	0	0	0													
Adjustment	\$111,395	\$1,632,015	\$1,388,327	\$994,153	\$861,023	\$769,813	\$761,843													
Revenues	\$242,071	\$83,344	\$79,209	\$123,972	\$76,340	\$96,342	\$107,856													
Expenses	145,268	222,294	350,630	518,145	209,470	197,361	115,826													
Excess/(Deficiency)	96,803	(138,950)	(271,421)	(394,174)	(133,130)	(101,019)	(7,970)													
Beginning Fund Balance	1,701,894	1,798,697	1,659,747	1,388,326	994,153	870,832	769,813													
Ending Fund Balance	1,798,697	1,659,747	1,388,326	994,153	861,022	769,813	761,843													
	0	1	0	0	0	0	0													
Master Drainage Basin Funds (181)																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
	210719	210720	210721	210722	210723	210724	210725	210726	210727	210728	210729	210730	210731	210732	210733	210734	210735	210736	Total	
Master Drainage Basin Fees	272.50	846.25	548.52	446.25	4,576.90	9,251.46	5,485.10	5,038.44	1,953.99	4,286.38	1,550.93	11,588.81	46,365.23	1,496.00	6,109.03	2,672.57	499.15	283.90	103,271	
Interest	12.10	37.57	24.35	19.81	203.18	410.70	243.50	223.67	86.74	190.29	68.85	514.46	2,058.30	66.41	271.20	118.64	22.16	12.60	4,585	
PY Interest Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	
Total Revenues	284.60	883.82	572.87	466.06	4,780.08	9,662.16	5,728.60	5,262.11	2,040.73	4,476.67	1,619.78	12,103.27	48,423.53	1,562.41	6,380.23	2,791.21	521.31	296.50	107,856	
Expenses	194.17	367.80	583.76	390.74	1,117.67	17,897.91	5,992.56	1,667.94	975.83	21,730.71	137.57	9,549.67	42,283.39	331.25	10,525.82	1,617.43	242.75	219.41	115,826	
Net Income	90.43	516.02	(10.89)	75.32	3,662.41	(8,235.75)	(263.96)	3,594.17	1,064.90	(17,254.04)	1,482.21	2,553.60	6,140.14	1,231.16	(4,145.59)	1,173.78	278.56	77.09	(7,970.42)	
Beginning Fund Balance	7,293.64	14,027.25	21,727.18	15,231.71	33,595.36	72,758.17	73,573.23	27,836.90	36,551.50	167,592.29	2,823.23	12,179.76	167,845.20	11,400.43	28,961.28	58,815.21	9,303.87	8,296.69	769,813	
Ending Fund Balance	7,384.06	14,543.27	21,716.29	15,307.03	37,257.78	64,522.42	73,309.27	31,431.07	37,616.41	150,338.24	4,305.44	14,733.36	173,985.35	12,631.59	24,815.68	59,988.99	9,582.43	8,373.78	761,842	
Less: Original Estimate	7,344.59	14,043.20	21,921.27	15,145.37	33,225.80	27,722.07	81,410.82	33,290.09	36,797.02	174,897.41	3,590.24	6,648.29	145,187.31	11,802.51	19,312.09	59,781.40	9,333.05	8,336.27	709,789	
Adjustment	\$39	\$500	(\$205)	\$162	\$4,032	\$36,800	(\$8,102)	(\$1,859)	\$819	(\$24,559)	\$715	\$8,085	\$28,798	\$829	\$5,504	\$208	\$249	\$38	\$52,054	
Current Assets																				
Current Liabilities																				
Fund Balance																				
New Allocations:																				
Improvements Other than Buildings	181/210719	56301	39	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210720	56301	500	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210721	56301	(205)	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210722	56301	162	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210723	56301	4,032	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210724	56301	36,800	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210725	56301	(8,102)	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210726	56301	(1,859)	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210727	56301	819	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210728	56301	(24,559)	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210729	56301	715	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210730	56301	8,085	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210731	56301	28,798	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210732	56301	829	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210733	56301	5,504	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210734	56301	208	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210735	56301	249	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210736	56301	38	Placing funds into the proper account for Drainage improvements.																
	Total New Allocations		52,054																	

[illegible]

Local Option Sales Tax III								
		Fund 352						
	Current Assets	\$94,615,916.76						
	Current Liabilities	4,856,709.17						
	Fund Balance	89,759,207.59						
	Less: Original Estimate	78,993,186.27						
	Adjustment	\$10,766,021.32						
	LOST Grants	3,323,849						
	Total Adjustments:	14,089,870						
Revenue								
	Department		Account	Title	Estimate	Rebudget Actual	Adjustment	Description
			334448	Crabtree Church Road	0.00	1,211,529.63	1,211,530.00	Crabtree Church Road LAP
			334451	LAP Jacks Branch Road	0.00	2,898,400.59	2,898,401.00	LAP Jacks Branch Road
			331413	LAP Myrtle Grove Sidewalks	0.00	947,324.60	947,325.00	LAP Myrtle Grove Sidewalks
			334491	LAP CR196 Paved Shoulders	0.00	1,624,000.00	1,624,000.00	LAP CR196 Paved Shoulders
			334492	LAP CR99 Paved Shoulders	0.00	3,376,000.00	3,376,000.00	LAP CR99 Paved Shoulders
			369401	Reimbursements	0.00	1,459,240.47	1,459,240.00	Olive Road Reimbursement
			334732	FWC Land Acquisition	0.00	90,631.00	90,631.00	FWC Land Acquisition
			331319	Maplewoods Grant	0.00	216,722.18	216,722.00	Maplewoods Grant
			384006	Loan Proceeds	8,500,000.00	0.00	(8,500,000.00)	Beach Renourishment
Total							\$3,323,849.00	
						Rebudget		
	Department	Cost Center	Account	Title	Estimate	Actual	Adjustment	Description
	Non-Departmental	352/110267	58201	Aids to Private Organizations	0.00	8,086,981.25	8,086,981.25	IHMC Facility Expansion
	Non-Departmental	352/110267	56301	Improvements other than Buildings	16,493,242.33	21,704,560.57	5,211,318.24	Project Balances
	Community Affairs	352/320201	56301	Improvements other than Buildings	131,866.00	58,260.74	(73,605.26)	Project Balances
	Parks & Recreation	352/350229	56301	Improvements other than Buildings	5,187,974.16	5,178,142.68	(9,831.48)	Project Balances
	Community & Environment	352/220102	56301	Improvements other than Buildings	2,883,740.44	5,366,812.33	2,483,071.89	Project Balances
	Judicial	352/410149	56301	Improvements other than Buildings	(54,645.00)	0.00	54,645.00	Courtroom Buildouts
	Judicial	352/410149	56201	Buildings	1,661,388.05	1,623,587.07	(37,800.98)	Courtroom Buildouts
	Fire Services	352/330229	57101	Debt Service Principal	748,658.00	791,123.63	42,465.63	Fire Equipment Debt Service
	Fire Services	352/330228	56201	Buildings	2,953,271.00	3,312,318.08	359,047.08	Fire Station Beulah and project balances
	Public Safety	352/330435	56401	Machinery & Equipment	4,641,342.79	5,023,048.55	381,705.76	Project Balances
	Detention	352/290407	56401	Machinery & Equipment	310,000.00	227,553.89	(82,446.11)	Project Balances
	Sheriff	352/540115	56401	Machinery & Equipment	3,838,165.70	4,836,560.33	998,394.63	Project Balances
	Public Works/Engineering	352/210104	56301	Improvements other than Buildings	411,690.23	400,964.65	(10,725.58)	UWF Campus Agreement
	Public Works/Engineering	352/210109	56301	Improvements other than Buildings	6,784,386.23	6,605,489.52	(178,896.71)	Olive Road
	Public Works/Engineering	352/210110	56301	Improvements other than Buildings	1,388,258.00	1,389,073.00	815.00	Crabtree Church Road LAP
	Public Works/Engineering	352/210117	56301	Improvements other than Buildings	914,800.86	883,521.25	(31,279.61)	Myrtle Grove Sidewalks
	Public Works/Engineering	352/210107	56301	Improvements other than Buildings	73,609,976.48	68,199,667.93	(5,410,308.55)	Project Balances
	Parks/Equestrian	352/350231	55201	Operating Supplies	0.00	0.00	(2,395.00)	Leave Buyback
	Parks/Equestrian	352/350231	51201	Salaries	0.00	0.00	2,395.00	Leave Buyback
	Community Affairs	352/320101	53401	Other Contractual Services	0.00	0.00	(793.00)	Leave Buyback
	Community Affairs	352/320101	51201	Salaries	0.00	0.00	793.00	Leave Buyback
	Public Works/Engineering	352/210107	56301	Improvements other than Buildings	0.00	0.00	(15,341.00)	Leave Buyback
	Public Works/Engineering	352/210107	51201	Salaries	0.00	0.00	15,341.00	Leave Buyback
	Non-Departmental	352/110267	59801	Reserves	69,853.00	2,376,172.62	2,306,320.12	Reserves
Total							\$14,089,870.32	
New Allocations:								
	Expense:	352/210107	56301	Improvements other than Buildings			82,254.00	Beach Haven ECUA Reimbursement.
		352/210107	56301	Improvements other than Buildings			25,233.00	Ensley Drainage ECUA Reimbursement.
	Revenue:	352	337302	ECUA/Capital Projects			107,487.00	ECUA/Capital Projects
						Fund Total:	14,197,357.32	

<b>Solid Waste Fund (401)</b>							
	<b><u>FY2010</u></b>	<b><u>FY2011</u></b>	<b><u>FY2012</u></b>	<b><u>FY2013</u></b>		<b><u>FY2014</u></b>	<b><u>FY2015</u></b>
<b>CURRENT ASSETS</b>							
cash	2,625.00	2,625.00	2,625.00	2,625.00		2,625.00	2,625.00
equity in pooled cash	12,104,608.41	16,764,075.71	15,851,827.54	16,144,148.99		13,976,913.00	18,622,508.95
acct rev	695,413.65	1,091,297.74	1,424,751.93	1,728,798.66		1,374,127.00	1,552,490.21
	12,802,647.06	17,857,998.45	17,279,204.47	17,875,572.65		15,353,665.00	20,177,624.16
<b>CURRENT LIABILITIES</b>							
compensated absences--current						49,359	52,117.25
vouchers payable	1,484,349.24	1,352,923.70	513,001.58	2,244,132.89		224,749.00	228,520.72
contracts payable	3,306.47	165,870.60	297,436.93	238,812.65		28,771.00	0.00
DTOG	944.52	14,355.76	0.00	0.00		216.00	124.04
wages payable	149,749.49	156,151.70	71,530.75	71,653.31		76,325.00	95,763.47
customer deposits	100,569.66	105,504.56	111,014.82	149,652.17		97,096.00	101,698.75
deferred rev	2,022.41	2,022.41	2,022.41	2,022.41		2,022.00	2,022.41
capital leases		258,812.74	0.00	0.00		0.00	0.00
landfill closure	105,398.00	356,609.64	396,422.63	462,765.32		317,301.00	238,819.73
	1,846,339.79	2,412,251.11	1,391,429.12	3,169,038.75		795,839.00	719,066.37
<b>ENDING FB</b>	<b>10,956,307.27</b>	<b>15,445,747.34</b>	<b>15,887,775.35</b>	<b>14,706,533.90</b>		<b>14,557,826.00</b>	<b>19,458,557.79</b>
<b>Less: original FB est and rebudgets</b>	<b>4,607,678.00</b>	<b>7,114,310.32</b>	<b>13,630,757.00</b>	<b>5,813,382.75</b>		<b>2,605,484.00</b>	<b>2,474,285.97</b>
<b>Adjustment before landfill closure</b>	<b>6,348,629.27</b>	<b>8,331,437.02</b>	<b>2,257,018.35</b>	<b>8,893,151.15</b>		<b>11,952,342.00</b>	<b>16,984,271.82</b>
<b>minus landfill closure</b>	<b>6,841,990.17</b>	<b>5,289,148.04</b>	<b>5,568,246.35</b>	<b>5,901,856.85</b>		<b>6,479,966.00</b>	<b>6,842,055.16</b>
<b>Final Adjustment</b>	<b>(493,361)</b>	<b>3,042,288.98</b>	<b>(3,311,228.00)</b>	<b>2,991,294.30</b>		<b>5,472,376.00</b>	<b>10,142,216.66</b>
<b>check:</b>							
<b>REVs</b>	<b>10,161,826.88</b>	<b>19,123,216.14</b>	<b>14,762,507.93</b>	<b>11,545,348.33</b>		<b>12,135,685.00</b>	<b>14,137,392.21</b>
<b>-EXPs</b>	<b>11,210,619</b>	<b>12,129,358</b>	<b>12,005,724.93</b>	<b>10,069,626</b>		<b>10,241,603</b>	<b>10,122,810</b>
	<b>(1,048,791.67)</b>	<b>6,993,858.44</b>	<b>2,756,783.00</b>	<b>1,475,722.18</b>		<b>1,894,082.00</b>	<b>4,014,581.76</b>
Fixed Assets - depreciation	34,656,072.43	36,585,139.94	38,307,664.64	39,736,977.39		41,880,739.00	40,790,401.78
Long Term Liab	15,803,611.72	13,044,261.24	13,366,710.71	13,077,952.40		13,960,914.00	14,656,756.43
advance from F501	5,470,000.00	4,688,571.43	3,907,142.86	3,125,714.29		2,344,286.00	1,562,857.15
Res for Enc-Contracts	4,932,677.89	4,256,901.12		0.00		0.00	0.00
Total Contributed Capital	0.00	0.00		0.00		0.00	0.00
Fund Balance	20,454,881.76	23,047,294.86	34,164,803.42	36,764,122.42		38,239,283.00	40,014,764.23
Working Capital	10,956,307.27	15,445,747.15	15,887,775.35	14,706,533.90		14,557,826.00	19,458,557.79
check	0.00	0.19	(0.00)	0.00		0.00	0.00
<b>FY2015:</b>							
<b>Department</b>	<b>Fund</b>	<b>Cost Center</b>	<b>Title</b>	<b>PO</b>	<b>Account</b>		
Solid Waste	401	230310	Reserves		59801	10,107,169	Reserves
Solid Waste	401	230301	Salaries		51201	14,484.00	Leave buy back
Solid Waste	401	230304	Salaries		51201	5,445.00	Leave buy back
Solid Waste	401	230306	Salaries		51201	9,594.00	Leave buy back
Solid Waste	401	230314	Salaries		51201	5,525.00	Leave buy back
						<b>10,142,216.66</b>	

<b>Building Inspections Fund (406)</b>				
Current Assets	<b>FY2015</b>	<b>FY2014</b>		
Cash on Hand	700.00	700.00		
Equity in Pooled Cash	2,971,648.31	2,714,387.05		
DFOG	1,100.00	-		
Accounts Rec	-	-		
Allow A/R	0.00	491.36		
Total Current Assets	2,973,448.31	2,715,578.41		
Current Liabilities				
Vouchers Pay	33,481.49	13,326.92		
DTOG	122.85	6,150.00		
Wages Pay	66,173.46	59,391.41		
Current Deposits	263,546.00	255,718.77		
Total Current Liabilities	363,323.80	334,587.10		
Working Capital (CA-CL)	2,610,124.51	2,380,991.31	x	
Estimate (FRCAST015)	302,566.00	419,892.00		
<b>Adjustment Needed</b>	<b>2,307,558.51</b>	<b>1,961,099.31</b>		
<b>Check</b>				
Revenues	2,319,236.60	2,109,634.82		
Expenses	2,069,210.66	1,876,077.47		
Net Income	250,025.94	233,557.35		
Fixed Assets	40,027.73	18,360.19		
Long Term Liab	396,890.54	396,115.74		
Contributed Capital	0.00	0.00		
Fund Balance	2,003,235.76	1,769,678.41		
Working Capital	2,610,124.51	2,380,991.31	x	
<b>Allocations for 2015</b>				
<b>Account Title</b>	<b>Fund/Cost Center</b>	<b>Account</b>	<b>Amount</b>	
Reserves	406/250111	59801	2,158,150	Reserves
Machinery & Equipment	406/250111	56401	109,554	Replacements: 4 computers, laser printer and 5 vehicles
Salaries	406/250101	51201	1,910	Leave Buyback
Salaries	406/250101	51201	17,063	Reallocation of a SOSA position to Director's Aide
Salaries	406/250107	51201	8,116	Leave Buyback
Salaries	406/250108	51201	4,078	Leave Buyback
Salaries	406/250109	51201	0	Leave Buyback
Salaries	406/250111	51201	2,240	Leave Buyback
Salaries	406/250115	51201	4,663	Leave Buyback
Salaries	406/250118	51201	1,785	Leave Buyback
			<b>2,307,559</b>	

EMS Fund (408)	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015
Current Assets								
Cash on Hand	300.00	300.00	300.00	300	300.00	300.00	300.00	300.00
Equity in Pooled Cash	637,712.99	497,240.00	2,610,687.40	6,315,970	9,842,799.77	10,948,919.89	12,915,385.00	13,614,817.91
Accounts Rec	2,966,172.29	2,930,352.00	9,386,682.20	5,278,718	4,225,455.69	4,909,328.33	3,582,716.00	4,008,591.91
DFOG	0.00	0.00	(6,356,893.24)	0.00				
Inventory	142,057.30	166,563.00	172,855.60	158,386	201,281.98	179,355.96	195,235.00	221,071.54
<b>Total Current Assets</b>	<b>3,746,242.58</b>	<b>3,594,455.00</b>	<b>5,813,632</b>	<b>11,753,374</b>	<b>14,269,837</b>	<b>16,037,904</b>	<b>16,693,636</b>	<b>17,844,781</b>
Current Liabilities								
Vouchers Payable	64,151.14	48,040.00	29,195.96	45,480	52,471.70	38,993.20	48,214.00	28,381.45
DTOG	6,088.91	2,951.00	5,730.37	396	172.03	1,995.18	237.00	2,523.35
Compensated Absences	16,870.31	0.00	0.00	24,439	582.22	0.00	44,896.00	47,425.70
Wages Pay	242,304.17	396,298.00	435,962.36	502,973	206,041.76	233,223.39	247,279.00	297,866.34
capital leases				25,053	0.00	0.00	0.00	0.00
<b>Total Current Liabilities</b>	<b>329,414.53</b>	<b>447,289.00</b>	<b>470,889</b>	<b>598,341</b>	<b>259,268</b>	<b>274,212</b>	<b>340,626</b>	<b>376,197</b>
Working Capital	3,416,828.05	3,147,166.00	5,342,743.27	11,155,033	14,010,570	15,763,692	16,353,010	17,468,585
Estimate	506,100.00	1,733,544.00	0.00	135,294	17,500	222,950.18	1,765,996.00	2,589,141.00
<b>Adjustment Needed</b>	<b>2,910,728.05</b>	<b>1,413,622.00</b>	<b>5,342,743</b>	<b>11,019,739</b>	<b>13,993,070</b>	<b>15,540,742</b>	<b>14,587,014</b>	<b>14,879,444</b>
<b>Check:</b>								
Revenues	14,089,043.10	15,425,234.00	16,564,832.02	20,260,521	16,166,358.03	10,967,292.41	13,007,998.00	12,382,530.63
Expenses	14,929,554.12	14,890,336.00	14,039,517.31	14,067,512	12,965,024.47	9,235,918.65	9,734,891.00	10,715,279.42
Net Income	(840,511.02)	534,898.00	2,525,315	6,193,008	3,201,334	1,731,374	3,273,107	1,667,251
Fixed Assets	5,533,352.65	6,376,325.00	7,106,142.92	7,587,353	7,368,799.77	7,198,812.75	8,468,890.00	8,239,098.87
Accum Dep'n	3,850,422.69	3,875,822.00	4,439,754.56	4,985,425	4,800,788.11	5,127,026.12	5,513,390.00	5,065,930.68
Long Term Liabilities	664,278.15	677,291.00	659,127.73	507,318	483,766.77	430,097.66	404,059.00	426,831.18
Contributed Capital	5,650,778.16	5,650,777.00	0.00	0	0.00	0.00	0.00	0.00
Fund Balance	(374,787.28)	(1,215,298.00)	4,824,689.19	7,056,635	12,893,481.06	15,674,007.62	15,631,344.00	18,547,670.32
	3,416,828.05	3,147,165.00	5,342,743	11,155,033	14,010,570	15,763,692	16,353,010	17,468,585
	0.00	1.00	0.00	0	0	0	0	0
<b>FY2015</b>			<b>calculated adjustment</b>	<b>-minus 2/3 uncollectible A/R</b>	<b>adjustment to be recognized</b>	<b>allocation</b>		
Reserves	408/330302	59801	14,879,444	2,645,671	12,233,773	12,207,857	Reserves	
Salaries	408/330302	51201				21,408	leave buy back	
Salaries	408/330603	51201				4,508	leave buy back	
						<b>12,233,773</b>		

<b>Civic Center Fund (409)</b>					
	<b>Bay Center</b>	<b>County</b>	<b>Bay Center</b>	<b>County</b>	
	<b>FY2015</b>	<b>FY2015</b>	<b>FY2014</b>	<b>FY2014</b>	<b>FY2013</b>
Current Assets					
Cash In Bank	1,354,475.11		275,935.65	-	-
Cash on Hand	29,211.23		27,200.04	-	-
Equity in Pooled Cash		400,462.00	-	877,973.23	1,252,951.75
Accounts Rec	101,515.74		152,505.83	-	65,761.66
Prepaid Items	19,928.56		4,502.04	-	58,530.43
Inventory	62,557.17		47,352.16	-	53,469.75
Total Current Assets	1,567,687.81	400,462.00	507,495.72	877,973.23	1,430,713.59
Current Liabilities					
Vouchers Pay	437,328.30		574,373.18	-	16,920.00
Accrued Sales Tax	48,164.65		16,781.94	-	32,179.79
Deferred Revenue	779,405.36		181,762.13	-	305,115.88
Contracts Payable		0.00	-	18,703.22	
Current Liabilities			-	-	-
Total Current Liabilities	1,264,898.31	-	772,917.25	18,703.22	354,215.67
Working Capital	302,789.50	400,462.00	(265,421.53)	859,270.01	1,076,497.92
Estimate					-
Adjustment Needed	302,789.50	400,462.00	(265,421.53)	859,270.01	1,076,497.92
Check:		<b>703,252</b>		<b>593,848</b>	
Revenues		5,895,705.19		5,368,908.67	6,572,218.71
Expenses		6,560,115.06		6,582,557.13	7,057,373.96
Net Income		(664,409.87)		(1,213,648.46)	(485,155.25)
Fixed Assets		6,948,569.84		7,646,911.77	8,876,832.41
Long Term Liabilities		388,050.98		312,580.00	207,760.00
Reserve for Enc				-	-
Contributed Capital				-	-
Fund Balance		7,928,180.23		9,141,828.69	9,613,289.11
Check:		<b>703,252</b>		<b>593,848</b>	<b>459,061.45</b>
<b>Subtract Re-Budgets</b>		41,000.00		48,633.70	344,567.68
<b>Final Adj to FB:</b>		<b>662,251.50</b>		545,214.76	114,493.77
<b>New Allocations:</b>					
<b>Account Title</b>	<b>Fund/Cost Center</b>	<b>Account</b>	<b>Amount</b>		
Reserves	409/360401	59801	423,101		
Promotional Activities	409/360401	54801	239,151		
			<b>662,252</b>		

<b>Internal Service Fund (501)</b>					
	Fund Balance	650,000			
	Less: Original Estimate	0			
	BC/BS Grant Balance	1,700			
	Adjustment	<b>\$651,700</b>			
<b>New Allocations:</b>			<b>Account:</b>	<b>Amount:</b>	
	Reserves	501/140836	59801	150,000	Reserves
	Other Contractual Services	501/140836	53401	470,270	Insurance Premiums
	Salaries	501/140833	51201	15,288	Leave Buyback
	Salaries	501/150107	51201	6,975	Leave Buyback
	Reserves	501/150111	59801	1,700	BC/BS Grant Balance
	Salaries	501/210407	51201	1,513	Leave Buyback
	Salaries	501/310205	51201	5,954	Leave Buyback
		Total:		<b>651,700</b>	





<b>Other Items</b>			
<b>Department</b>	<b>Division</b>	<b>Item</b>	<b>Cost</b>
Clerk		Renovations in Clerk's area of Judicial Center	60,000
Community Services	Animal Shelter	Repaint and seal the floor in Animal Shelter	4,500
Community & Environment	Water Quality	PH/Conductivity Meter	2,650
Community & Environment	Water Quality	Surge Protector for ICP Machine	5,310
Information Technology		Replace old phone system at Public Safety w/ VOIP	185,000
Information Technology		Replace backup and recovery system	168,582
Information Technology		Laptop replacement > 5 years old	57,250
Community & Environment		Dredging of Weekly Bayou/Permit	24,000
Non-Departmental		A/V retrofits Old Courthouse, 4th Floor Training Room	100,000
Total			\$607,292



# 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-7418**

**Clerk & Comptroller's Report 11. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/22/2015

**Issue:** TDT Collection Data for October 2014 Returns Received in November 2014

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

**Organization:** Clerk & Comptroller's Office

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## **Recommendation:**

Recommendation Concerning Acceptance of TDT Collection Data for October 2014 Returns received in November 2014

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2014 returns received in the month of November 2014, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2015; total collections for the October 2014 returns was \$548,072.09; this is a 22.60% increase over the October 2013 returns; total collections year-to-date are 18.44% more than the comparable time frame in Fiscal Year 2014.

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## **Attachments**

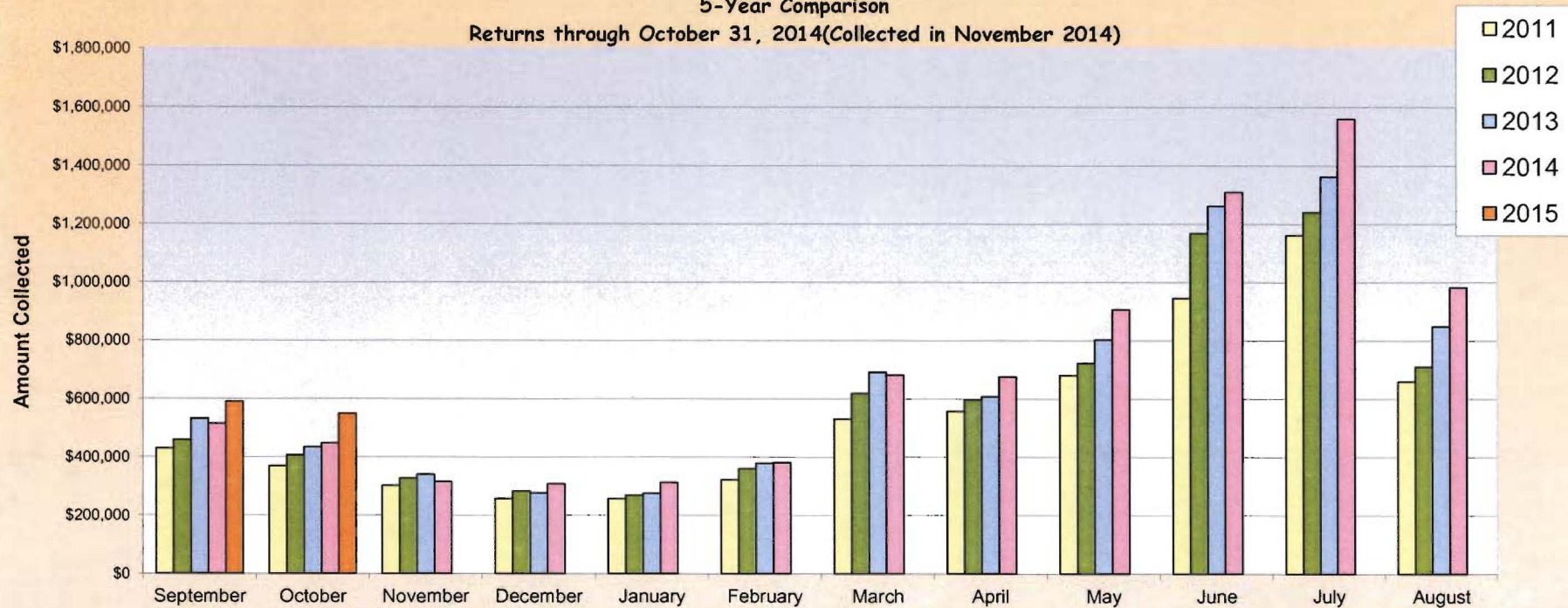
TDT Collection for Oct 2014 received in Nov 2014

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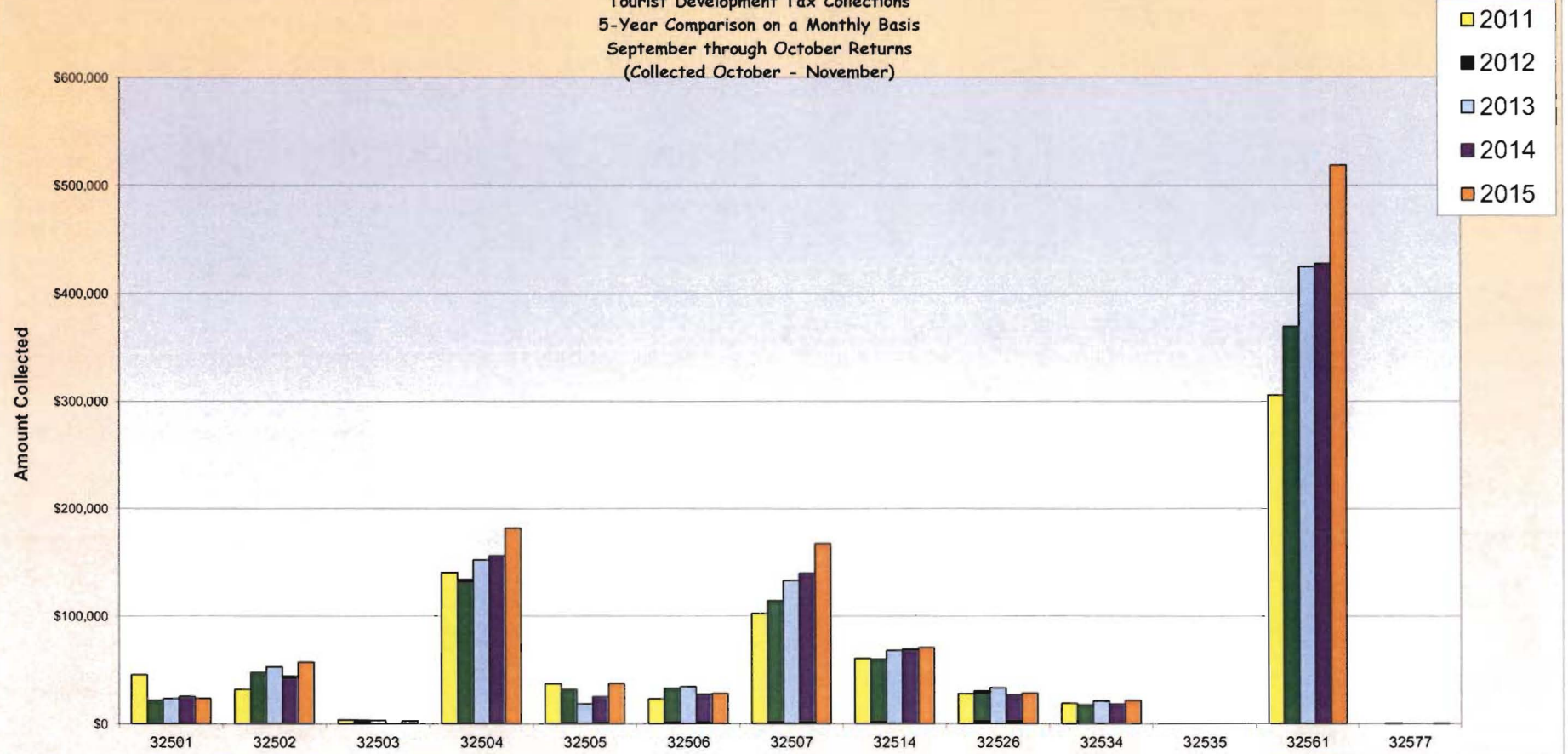
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 REPORTED IN FISCAL YEAR FORMAT  
 ESCAMBIA COUNTY FLORIDA  
 AS OF NOVEMBER 2014

Zip Code	Fiscal Year 2015 YTD Collected	Fiscal Year 2014 YTD Collected	Difference	% Change
32501	23,656	25,347	(1,691)	-7%
32502	57,229	44,192	13,037	30%
32503	2,509	412	2,097	509%
32504	181,548	155,885	25,663	16%
32505	37,180	25,085	12,095	48%
32506	28,086	27,467	619	2%
32507	167,246	139,690	27,556	20%
32514	70,688	69,197	1,491	2%
32526	28,396	26,850	1,546	6%
32534	21,541	18,204	3,337	18%
32535	337	450	(113)	-25%
32561	518,931	427,878	91,053	21%
32562	-	-	-	0%
32577	415	-	415	0%
<b>Total</b>	<b>\$ 1,137,762</b>	<b>\$ 960,657</b>	<b>\$ 177,105</b>	<b>18%</b>

**Tourist Development Tax Collections**  
**5-Year Comparison**  
 Returns through October 31, 2014(Collected in November 2014)



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





**TOURIST DEVELOPMENT TAX  
5 YEAR TRENDLINE  
FY 2011 - FY 2015**  
Returns through October 31, 2014 (Collected in November 2014)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2015  
 AS OF NOVEMBER 30, 2014

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/14	12,080	2%	28,432	5%	1,001	0%	90,027	15%	17,610	3%
11/14	11,576	2%	28,797	5%	1,508	0%	91,522	17%	19,570	4%
Total	\$ 23,656	2%	\$ 57,229	5%	\$ 2,509	0%	\$ 181,548	16%	\$ 37,180	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/14	13,395	2%	91,990	16%	34,533	6%	13,979	2%	10,808	2%
11/14	14,690	3%	75,256	14%	36,155	7%	14,417	3%	10,733	2%
Total	\$ 28,086	2%	\$ 167,246	15%	\$ 70,688	6%	\$ 28,396	2%	\$ 21,541	2%

Month of Collection	Zip Code									
	32535		32551		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/14	124	0%	275,711	47%	-	0%	-	0%	589,690	100%
11/14	213	0%	243,220	44%	-	0%	415	0%	548,072	100%
Total	\$ 337	0%	\$ 518,931	46%	\$ -	0%	\$ 415	0%	1,137,762	100%



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2014  
 AS OF NOVEMBER 30, 2013

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	13,055	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
Total	\$ 25,347	3%	\$ 44,192	5%	\$ 412	0%	\$ 155,885	16%	\$ 25,085	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	82,444	16%	34,979	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,218	8%	12,873	3%	9,119	2%
Total	\$ 27,467	3%	\$ 139,690	15%	\$ 69,197	7%	\$ 26,850	3%	\$ 18,204	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/13	242	0%	236,152	46%	-	0%	-	0%	513,612	100%
11/13	208	0%	191,726	43%	-	0%	-	0%	447,045	100%
Total	\$ 450	0%	\$ 427,878	45%	\$ -	0%	\$ -	0%	\$ 960,657	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015									
Month Of Collection	For The Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	SEP	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209	\$442,268
NOV	OCT	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054
TOTAL		\$564,989	\$469,771	\$526,668	\$508,806	\$513,325	\$598,064	\$648,216	\$723,498	\$720,493	\$853,322

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015									
Month Of Collection	For The Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	SEP	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403	\$147,423
NOV	OCT	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018
TOTAL		\$188,026	\$156,590	\$175,556	\$169,602	\$171,108	\$199,355	\$216,072	\$241,166	\$240,164	\$284,441



# 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-7475**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/22/2015

**Issue:** November 2014 Investment Report

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

**Organization:** Clerk & Comptroller's Office

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## **Recommendation:**

### **Recommendation Concerning Acceptance of the November 30, 2014 Investment Report**

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended November 30, 2014, as required by Ordinance Number 95-13; on November 30, 2014, the portfolio market value was \$217,850,685 and portfolio earnings totaled \$120,572 for the month; the short-term portfolio yield was 0.20%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.10%; the enhanced cash portfolio achieved a total return of 0.37%, which should be compared to the Merrill Lynch 1-3 Year Treasury Index of 0.14%; the long-term CORE portfolio achieved a total return of 0.31%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.32%.

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## **Attachments**

**Nov 14 Investment Report**

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# **INVESTMENT PORTFOLIO SUMMARY REPORT**

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**INVESTMENT PORTFOLIO SUMMARY REPORT**

**FISCAL YEAR 2013-2014**

**November 30, 2014**



**Prepared by:**

**Pam Childers**

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



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

**INVESTMENT PORTFOLIO COMPOSITION**

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	October 31, 2014	November 30, 2014
Bank Accounts	\$ 19,996,207	\$ 23,239,032
Money Market Accounts	55,166,889	55,179,277
State Board of Administration	2,206,653	2,206,941
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	801,728	819,919
U.S. Treasury Bond/Notes	65,281,349	64,079,403
Federal Agency Bond/Note	36,545,471	36,627,036
Municipal Bonds	2,543,870	1,506,270
Corporate Notes	16,688,676	19,199,994
Commercial Paper	4,992,813	4,992,813
<b>Total Portfolio Assets:</b>	<b>\$ 214,223,656</b>	<b>\$ 217,850,685</b>
<b>Current Month Earnings:</b>	<b>\$ 154,344</b>	<b>\$ 120,572</b>
<b>Fiscal Year to Date Earnings:</b>	<b>\$ 154,344</b>	<b>\$ 274,917</b>

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

SHORT TERM PORTFOLIO:		October 31, 2014	November 30, 2014
<b>Market Value</b>		<b>\$ 87,369,748</b>	<b>\$ 90,625,249</b>
<b>Short Term Portfolio Yield:</b>		<b>0.21%</b>	<b>0.20%</b>
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		0.09%	0.10%
<b>Fiscal YTD Earnings:</b>		<b>\$ 15,319</b>	<b>\$ 29,638</b>

ENHANCED CASH PORTFOLIO:		October 31, 2014	November 30, 2014
<b>Market Value</b>		<b>\$ 20,012,335</b>	<b>\$ 20,025,314</b>
<b>Enhanced Cash Portfolio Yield to Maturity at Cost:</b>		<b>0.47%</b>	<b>0.47%</b>
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.48%	0.45%
<b>Enhanced Cash Portfolio Total Return:</b>		<b>0.37%</b>	<b>0.37%</b>
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.28%	0.14%
<b>Effective Duration (Years)</b>		<b>1.27</b>	<b>1.21</b>
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		1.83	1.82
<b>Fiscal YTD Earnings:</b>		<b>\$ 8,101</b>	<b>\$ 13,553</b>

LONG TERM CORE PORTFOLIO:		October 31, 2014	November 30, 2014
<b>Market Value</b>		<b>\$ 106,841,573</b>	<b>\$ 107,200,122</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>		<b>1.00%</b>	<b>0.99%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.83%	0.45%
<b>CORE Portfolio Total Return:</b>		<b>0.44%</b>	<b>0.31%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.50%	0.32%
<b>Effective Duration (Years)</b>		<b>2.50</b>	<b>2.44</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		2.63	2.63
<b>Fiscal YTD Earnings:</b>		<b>\$ 130,924</b>	<b>\$ 231,726</b>



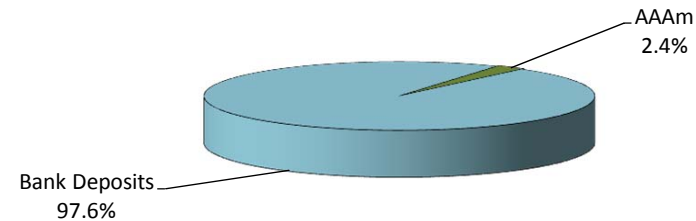
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO REPORT**  
**FISCAL YEAR 2013-2014**  
**November 30, 2014**

**SHORT TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 23,239,032	25.6%
Money Market Accounts	55,179,277	60.9%
Certificates of Deposit	10,000,000	11.0%
State Board of Administration	2,206,941	2.4%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 90,625,249</b>	<b>100.0%</b>

**Short Term Portfolio Credit Quality**

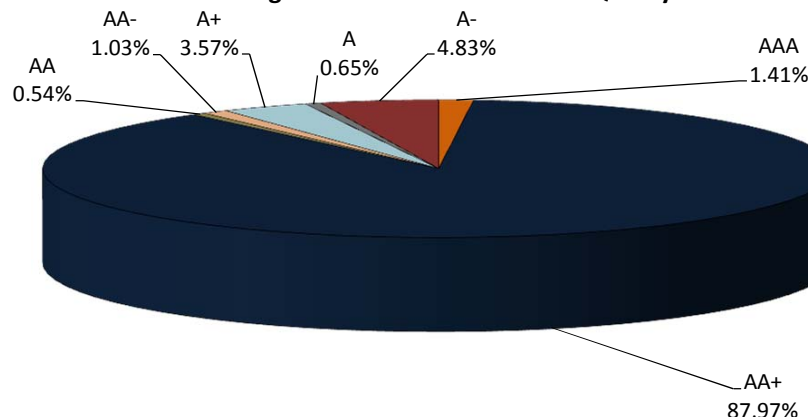


**LONG TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 55,570,849	51.8%
Federal Agency Bond / Note	34,623,352	32.3%
Municipal Obligations	1,506,270	1.4%
Corporate Note	15,394,066	14.4%
Money Market Mutual Fund - Federated Government	105,585	0.1%
<b>Total Long Term Core Portfolio Assets:</b>	<b>\$ 107,200,122</b>	<b>100.0%</b>

**Long Term Core Portfolio Credit Quality**

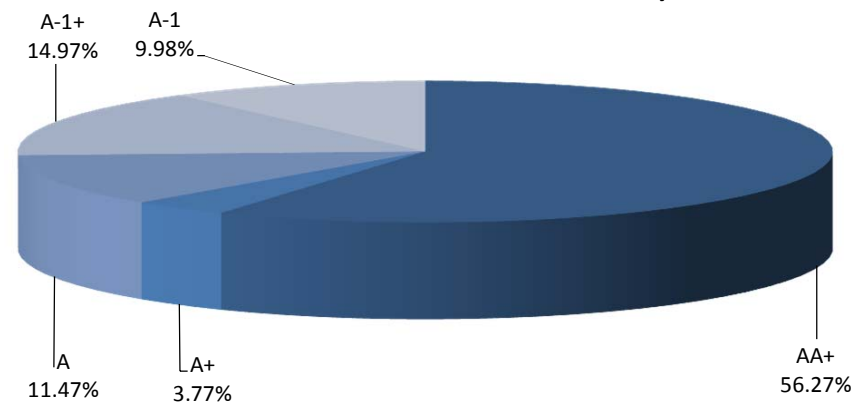


**ENHANCED CASH INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 8,508,555	42.5%
Federal Agency Bond / Note	2,003,684	10.0%
Corporate Note	3,805,928	19.0%
Commercial Paper	4,992,813	24.9%
Money Market Mutual Fund - Federated Government	714,334	3.6%
<b>Total Enhanced Cash Portfolio Assets:</b>	<b>\$ 20,025,314</b>	<b>100.0%</b>

**Enhanced Cash Portfolio Credit Quality**







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

<b>Security Type</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
Florida Prime (SBA)	\$ 2,206,941	1.0%	25%	Yes
United States Treasury Securities	64,079,403	29.4%	100%	Yes
Federal Instrumentalities	36,627,036	16.8%	100%	Yes
Certificates of Deposit	10,000,000	4.6%	20%	Yes
Savings Accounts	55,179,277	25.3%	100%	Yes
Commercial Paper	4,992,813	2.3%	25%	Yes
Corporate Notes	19,199,994	8.8%	20%	Yes
State and/or Local Government Debt	1,506,270	0.7%	25%	Yes
Bank Accounts - Bank of America	23,239,032	10.7%	100%	Yes
Money Market Mutual Fund	819,919	0.4%	50%	Yes
<b>Total Investment Holdings</b>	<b>\$ 217,850,685</b>	<b>100.0%</b>		

<b>Individual Issuer Breakdown</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
American Express Co	2,495,245	1.1%	5%	Yes
American Honda Finance	907,443	0.4%	5%	Yes
Apple Inc. Corporate Notes	730,072	0.3%	5%	Yes
Bank Accounts - Bank of America	23,239,032	10.7%	100%	Yes
Bank of New York Mellon Corporate Notes	751,630	0.3%	5%	Yes
Bank of Tokyo Commercial Paper	998,810	0.5%	10%	Yes
Calleguas Water District, CA REV Bond	1,506,270	0.7%	10%	Yes
Caterpillar Corporate Notes	1,454,473	0.7%	5%	Yes
Centennial Bank Certificate of Deposit	10,000,000	4.6%	10%	Yes
Coca-Cola Co. Commercial Paper	1,996,978	0.9%	10%	Yes
Coca-Cola Company	581,122	0.3%	5%	Yes
Federal Home Loan Bank (FHLB)	8,779,385	4.0%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	6,490,398	3.0%	25%	Yes
Federal National Mortgage Association (FNMA)	21,357,253	9.8%	25%	Yes
Florida Prime (SBA)	2,206,941	1.0%	25%	Yes
General Electric Corporate Notes	4,037,606	1.9%	5%	Yes
Hancock Bank Money Market Account	17,527,864	8.0%	10%	Yes
John Deere Corporate Notes	768,783	0.4%	5%	Yes
JP Morgan Chase Corporate Notes	774,243	0.4%	5%	Yes
Money Market Mutual Fund - Institutional Government	819,919	0.4%	25%	Yes
Pepsico, Inc.	2,679,408	1.2%	5%	Yes
Servisfirst Money Market Account	20,117,982	9.2%	10%	Yes
Sumitomo TR & Banking Commercial Paper	998,750	0.5%	10%	Yes
Summit Bank Money Market Account	17,533,430	8.0%	10%	Yes
Toyota Corporate Notes	1,104,892	0.5%	5%	Yes
Toyota Motor Credit Commercial Paper	998,275	0.5%	10%	Yes
United States Treasury Securities	64,079,403	29.4%	100%	Yes
Wells Fargo & Company Corporate Notes	2,915,078	1.3%	5%	Yes
<b>Total Investment Holdings</b>	<b>\$ 217,850,685</b>	<b>100.0%</b>		





# 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-7555**

**Clerk & Comptroller's Report 11. 3.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/22/2015

**Issue:** Acceptance of Documents

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

**Organization:** Clerk & Comptroller's Office

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## **Recommendation:**

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

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

A. *DEP Agreement No. G0281, Amendment No. 4*, based on the Board's action of January 7, 2010, approving the Florida Department of Environmental Protection (DEP) Agreement No. G0281 for the Jones Creek East Stream Restoration and Wetland Stormwater Treatment Project, and authorizing the Chairman to sign any subsequent Grant-related document, as executed by the Chairman on December 30, 2014, and received in the Clerk to the Board's Office on January 15, 2015;

B. *State of Florida, Department of Environmental Protection, Reinstatement and Amendment 1 to Agreement*, based on the Board's action April 5, 2012, approving the State of Florida, Department of Environmental Protection, Recreational Trail Program Fiscal Year 2011-2012 Project Agreement #T1115, for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, and authorizing the Chairman to sing any subsequent grant-related documents, as executed by the Chairman on May 12, 2014, and received in the Clerk to the Board's Office on January 15, 2015;

C. The Northwest Florida Water Management District (NFWFMD) Preliminary Budget for Fiscal Year 2015-2016, as provided by April Murray, Budget & Fiscal Analyst, NFWFMD, and received in the Clerk to the Board's Office via e-mail on January 15, 2015;

D. Closing documents relative to the purchase of property, located at 1313 North Pace Boulevard and 1316 North "P" Street, from John F. Soule, Susan W. Soule, and Soule Marine Enterprises, Inc., as approved by the Board on March 21, 2013, and received in the Clerk to the Board's Office on January 15, 2015; and

E. *Amendment #1 to the Agreement between Escambia County, Florida and First Transit, Inc. for Escambia County Area Transit Management Services (PD 10-11.060)*, as approved by the Board on September 6, 2012, and received in the Clerk to the Board's Office on January 15, 2015.

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### **Attachments**

20100107 CAR II-14

20120405 CAR II-14

NWFWMD 15-16 Preliminary Budget

20130321 CAR II-8

20120906 CAR II-4

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-16. Approval of Various Consent Agenda Items – Continued

13. Taking the following action concerning approval of the Escambia Consortium 2009 Annual Action Plan for Housing and Community Development by the U.S. Department of Housing and Urban Development (HUD) and the award of \$3,987,838 in 2009 HUD funds:
  - A. Acknowledging, for the Official Record, approval of the Escambia Consortium 2009 Annual Action Plan by the U.S. Department of Housing and Urban Development, and accept the award of the 2009 Annual Action Plan detailing use of 2009 Community Development Block Grant (CDBG) funds, in the amount of \$2,101,113; 2009 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,795,021; and 2009 Emergency Shelter Grant Program (ESG) funds, in the amount of \$91,704; and
  - B. Ratifying the County Administrator's execution of CDBG, HOME, and ESG Grant Agreements, as required by HUD, and authorizing the Chairman or County Administrator, as appropriate, to execute all Grant-related documents as required to receive and implement the 2009 CDBG, 2009 HOME, and 2009 ESG Programs.
14. Taking the following action concerning the State of Florida Grant Agreement between the State of Florida Department of Environmental Protection and the Escambia County Board of County Commissioners, from the Department of Environmental Protection (DEP) (Funding: Fund 110, Other Grants Projects; new Cost Center; \$450,000 in-kind match):
  - A. Approving the State of Florida Grant Agreement, DEP Agreement No. G0281, from the Florida Department of Environmental Protection, in the amount of \$630,000, for the Jones Creek East Stream Restoration and Wetland Stormwater Treatment Project; and
  - B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents, including no-cost extensions.



**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 01-14-2015

TO: Liz Carew, Clerk to the Board  
BCC: 01-07-2010  
CAR II-14 DEP Agreement No. G0281 Amendment No. 4

Please Initial and Date  
Below on Line Provided

*jw* 01-14-2015 Judy Witterstaeter, Program Coordinator, County  
Administration

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

Thank you.

1/15/2015 LC Liz Carew, Clerk to the Board

2015 JAN 15 A 10:11  
CLERK OF COUNTY  
ESCAMBIA COUNTY  
FLORIDA

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

11/7/2010 CAR #14

DEP AGREEMENT NO. G0281  
AMENDMENT NO. 4

THIS AGREEMENT as entered into on the 7<sup>th</sup> day of January, 2010, amended on the 30<sup>th</sup> day of March, 2011, the 3<sup>rd</sup> day of January, 2012, and on the 6<sup>th</sup> day of January, 2014, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the BOARD OF COUNTY COMMISSIONER, ESCAMBIA COUNTY (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

--WHEREAS, due to weather constraints and problems with equipment failure the Grantee has requested an additional six months to complete the BMP efficiency effort (monitoring task) and preparation of required final reports; and,

WHEREAS, the Department has agreed to the no cost extension to complete the project; and,

NOW, THEREFORE, the parties hereto agree as follows:

- Paragraph 2 is hereby revised to change the expiration date of the Agreement to July 4, 2015.
- Attachment A, PROJECT MILESTONES is hereby deleted and replaced with the following:

**PROJECT MILESTONES:**

Task	Activity/Deliverable	Deliverables	Start	Complete
1	Submit Quality Assurance Project Plan	Approved QAPP	Month 2	Month 3
2	Construction Plan Development and submittal	Copies of final construction plans	Month 2	Month 4
3	Construction Permits	Copies of permits	Month 4	Month 8
4	Pre – Construction Monitoring		Month 8	Month 16
5	Construction and photographs of completed project	Photographs of the completed construction	Month 16	Month 38
6	Post – Construction Monitoring (Effectiveness)	Effectiveness Monitoring Report	Month 38	Month 63
7	Final Project Report	Final Report	Month 60	Month 66

- Attachment F, Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment F-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment F shall hereinafter refer to **Attachment F-1, Revised Special Audit Requirements**.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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Not Agenda Backup  
12/30/2014 J. Lane

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
\*Title: **Steven Barry, Chairman**  
Date: 12/30/2014

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: [Signature]  
Secretary or Designee  
Date: 1/5/15



**PAM CHILDERS**  
Clerk of the Circuit Court  
[Signature]  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/23/14

[Signature]  
Sherry Bowersox, DEP Grant Manager  
[Signature]  
DEP Contracts Administrator

Approved as to form and legality:

[Signature]  
DEP Attorney

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

## ATTACHMENT F-1

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:



- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	US Environmental Protection Agency	66.460	Nonpoint Source Implementation Grants	\$630,000.00	140076

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award				
-------------	--	--	--	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

MINUTES OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

14. Taking the following action concerning an Agreement from the State of Florida Department of Environmental Protection (FDEP) for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, under the Recreational Trails Project Number T11015 (Funding: Fund 110, Other Grants and Projects, new Cost Center, in the amount of \$200,000; Grant match, in the amount of \$200,000, from Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, and from in-kind services):
  - A. Approving the *State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011 - 2012 Project Agreement (#T1115)* between FDEP and Escambia County, for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, based upon an FDEP \$200,000 Grant, effective upon execution of the Agreement; and
  - B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents.
15. Authorizing the County to piggyback off of the Florida Sheriff's Association Contract #11-19-0907, Specification #50, in accordance with the Escambia County Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 46-44, Application; exemptions, (*Subsection*) (6), and awarding a Purchase Order to Ward International for one 2012 International Workstar Cab & Chassis vehicle, with options as shown in the Contract, in the amount of \$157,398 (*which includes the \$87,043 base price and options totaling \$70,355*), for the Department of Solid Waste Management (Funding: Fund 401, Solid Waste, Cost Center 230306, Object Code 56401).



## ESCAMBIA COUNTY ADMINISTRATION TRANSMITTAL MESSAGE

Date: 01-14-2015

TO: Liz Carew, Clerk to the Board

BCC: 04-05-2012

CAR II-14 State of Florida Department of Environmental Protection  
Reinstatement and Amendment 1 to Agreement

Please Initial and Date  
Below on Line Provided

JW 01-14-2015

Judy Witterstaeter, Program Coordinator, County  
Administration

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

Thank you.

1/15/2015 LC

Liz Carew, Clerk to the Board

2015 JAN 15 A 10:11

CLERK'S ORIGINAL  
FILED IN BOARD MINUTES

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

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Reinstatement and Amendment 1 to Agreement

This is a Reinstatement and Amendment entered into on May 29, 2014, serves to amend portions of the Agreement dated April 17, 2012, by and between the Department of Environmental Protection, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as "Department", and Escambia County, Florida whose address is 3363 West Park Place, hereinafter referred to as "Grantee," collectively referred to as the "Parties," pursuant to the Intermodal Surface Transportation Efficiency Act of 1991, (as amended), and the National Highway System Designation Act of 1995, for the project known as Jones Swamp Trail Extension 3 ("Project").

WHEREAS, the Parties desire to enter into this Reinstatement and Amendment 1 to reinstate the terms of the Project Agreement as if it has not expired and, amend the Project Agreement as provided herein;

NOW THEREFORE, the Department and the Grantee hereby agree that the terms and conditions of the Original Agreement, as amended, are made a part of this Agreement by reference as though stated in their entirety herein, except that:

In and for the mutual covenants between them, the Department and the Grantee agree that the following amendment shall apply to the above referenced Agreement.

Not Agenda Backup  
D. Davis 5/13/2014

Paragraph 1 is amended as follows: The Grantee shall complete all project construction on or before April 17th, 2015.

Paragraph 7 is amended as follows: The Grantee shall complete all project construction on or before April 17th, 2015.

Attachment A, Grant Work Plan, attached hereto and made a part hereof, includes a description of the Project, detailed budget, and anticipated deliverables. Any revisions to Attachment A must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

In each and every respect the terms of the original Agreement, except as amended hereby, shall remain unchanged and the same are hereby ratified, approved and confirmed by the parties hereto as of the amendment date.

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The Parties hereto have caused these presents to be duly executed the date and year first written above.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

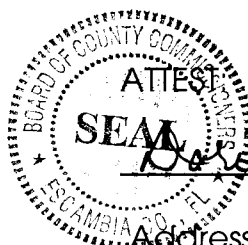
BOARD OF COUNTY COMMISSIONERS,  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
Director or Designee,  
Office of Operations

By: [Signature]  
Lumon J. May, Chairman

12th day of May, 2014

[Signature]  
DEP Contract Manager



PAM CHILDERS  
Clerk of the Circuit Court

[Signature]  
Deputy Clerk

Address:  
3363 West Park Place  
Pensacola, Florida 32501

Date BCC Approved  
April 5, 2012

Approved as to Form and Sufficiency:

[Signature]  
Department Attorney

This document approved as to form  
and legal sufficiency

By: [Signature]  
Title: [Signature]  
Date: 5/8/14

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Deliverables/Grant Work Plan (3 Pages)



**ATTACHMENT A**  
**RECREATIONAL TRAILS PROGRAM PROJECT GRANT WORK PLAN**  
**Escambia County – Jones Swamp Trail**  
**RTP Project #T11015**

**Project Tasks, Deliverables, Associated Costs & Completion Dates**

<b>Project Task and Deliverable Descriptions</b>	<b>Amount of Costs to be Paid with RTP Funds</b>	<b>Amount of Costs to be Grantee Match (per ratio noted in Application)</b>	<b>Total Estimated Cost for Each Listed Deliverable (RTP + Match)</b>	<b>Completion Date for Each Deliverable</b>	<b>Indicate if to be bid or in-house or combination</b>
<b>#1 Task Description:</b> 100% construction of one trailhead with nine all-weather parking spaces, one ADA parking space at trailhead, renovate 5,280 linear feet, 10-foot wide natural surface trail, and construct 2,640 linear feet, 10-foot wide natural surface trail, 2,640 linear feet 6-foot wide elevated boardwalk, and ten trail information signs, six benches, two kiosks, one bike rack at trailhead and along trail system.  <b>Task Deliverables:</b> 1A. 100% design and permitting – copies of permits & signed/sealed construction plans.  1B. 100% trailhead and parking – dated photos, signed/dated certification by County Liaison.  1C. 100% installation of information signs, benches, kiosks, bike rack, renovated natural surface trail – dated photos, signed/sealed as-built site plans, signed/dated certification by County Liaison.  1D. 100% construction of new natural surface trail and boardwalk – dated photos, signed/sealed as-built site plans, signed/dated certification by County Liaison.	\$15,000	\$15,000	\$30,00	10/31/13	Combination
	\$6,500	\$6,500	\$13,000	6/30/14	Combination
	\$11,500	\$11,500	\$23,000	4/17/15	Combination
	\$167,000	\$167,000	\$334,000	4/17/15	Combination
<b>TOTALS</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$400,000</b>		

**Performance Standard:** Approval of deliverables is based upon review for compliance with the requirements for funding under the Recreational Trail grant program; approved plans and application approved for funding.

**Financial Consequences:** Failure to meet the performance standard will result in the rejection of the invoice for reimbursement and claim for match.

**REASON FOR CHANGE:** County experienced two State declared emergencies in 2012 resulting in high monetary damage and redirection of staff resources. Permitting requirements affected trail design.

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## Instructions and Explanation of Grant Work Plan

**Task Description:** Include description of task to be completed under this Agreement.

**Task Deliverable:** Identify what will be completed at the time of the request for reimbursement. If it is part of a construction task, identify what part of the construction will be completed at this point. May be the percentage of completion, amount/number, length, width, surface, etc. Identify what will be submitted as proof of completion (dated photographs, certification of completion, copies of permits, copies of approved plans, etc. One task can have multiple deliverables. Each deliverable must have a detailed budget and completion date.

**Note:** If task will be contracted and/or subcontracted, a copy of the fully executed contract between the RTP project sponsor and the contractor must be identified as a deliverable under the Task Description and submitted to Alexandra H. Weiss, or her designee.

**Number of Deliverables:** Grantee should note as many deliverables as needed to properly complete project, and accommodate required cash flow.

**RTP Funds and Grantee Match:** Totals must equal amounts indicated in Project Agreement, Paragraph 10. RTP funds proportionately in every deliverable. Example - 80% RTP, 20% Grantee Match; must show 80% RTP funds in every deliverable.

**Amount of Costs to be paid with RTP Funds:** Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services). The same level of detail must be identified for the match being claimed under this Agreement.

**Schedule of Values:** A schedule of values, developed per the construction industry standard, must be submitted with the Commencement Documentation. All invoices submitted as part of the reimbursement process must correspond with Attachment A and the Schedule of Values.

**Reimbursements:** No reimbursement will be made until deliverable item is completed as stated in table and documentation is submitted and approved by the Department Grant Manager. Deliverables must be tied to a physical product, i.e. copy of permit, signed/sealed boundary map, construction documents, quarterly status report (with photos), viewed on site by Alexandra H. Weiss or her designee.

**Change in Costs of Deliverables:** Any revisions to Attachment A must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

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## **Liz Carew (COC)**

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**From:** April Murray <April.Murray@nwfwater.com>  
**Sent:** Thursday, January 15, 2015 11:40 AM  
**To:** Bay County Clerk; Calhoun County Clerk; Liz Carew (COC); Franklin County Clerk; Gadsden County Clerk; Gulf County Clerk; Holmes County Clerk; Jackson County Clerk; Jefferson County Clerk; Leon County Clerk; Liberty County Clerk; Okaloosa County Clerk; Santa Rosa County Clerk; Wakulla County Clerk; Walton County Clerk; Washington County Clerk  
**Subject:** Northwest Florida Water Management District Fiscal Year 2015-2016 Preliminary Budget Submission  
**Attachments:** NWFWMMD - Preliminary Budget Report 15-16 - 1-15-15 FINAL.pdf

We are pleased to submit the Fiscal Year 2015-2016 Preliminary Budget for the Northwest Florida Water Management District.

Please contact Brett Cyphers, Executive Director; Guy Gowens, Assistant Executive Director; or Wendy Dugan, Director of Administration, if you have questions in regards to the budget report.

*April Murray*

Northwest Florida Water Management District  
Budget & Fiscal Analyst  
850-539-5999 x 206



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

*January 15, 2015*  
***PRELIMINARY BUDGET SUBMISSION***  
(Pursuant to section 373.535, Florida Statutes)



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## Foreword

This Preliminary Budget report has been prepared to satisfy the requirements of Senate Bill 1986 (Chapter 2012-16, Laws of Florida), which made significant revisions to sections 373.503, 373.535 and 373.536, Florida Statutes (F.S.), and provided the Legislature additional oversight on the water management districts' budgets.

This report provides the Legislature with a comprehensive budget that allows for an analysis that coincides with the annual legislative session and enables the Legislature to review the effectiveness of the districts' utilization of taxpayer resources to meet core mission responsibilities. The Preliminary Budget also provides a fiscal analysis determination regarding the progress of each district in meeting its 20-year projected water supply demands, including funding for alternative sources and conservation. The report will highlight projects dedicated to supporting the districts' core missions of water supply, water quality, flood protection and natural resource protection.

The content and format of this report were developed collaboratively by the staffs of the Executive Office of the Governor (EOG), Senate, House of Representatives, Department of Environmental Protection (DEP) and all five water management districts. It utilizes a statutorily created program organization to standardize accounting between districts.

In compliance with the statutory requirements for delivery, the Northwest Florida Water Management District submits this Preliminary Budget by January 15, for review to the President of the Senate, the Speaker of the House of Representatives and the chairs of each legislative committee and subcommittee having substantive or fiscal jurisdiction over water management districts, as determined by the President of the Senate or the Speaker of the House of Representatives.



# Introduction

## **A. History of Water Management Districts**

Due to extreme drought and shifting public focus on resource protection and conservation, legislators passed four major laws in 1972: the Environmental Land and Water Management Act, the Comprehensive Planning Act, the Land Conservation Act and the Water Resources Act. Collectively, these policy initiatives reflect the philosophy that land use, growth management and water management should be joined.

Florida's institutional arrangement for water management is unique in the United States and beyond. The 1972 Water Resources Act (WRA) granted Florida's five water management districts broad authority and responsibility. Two of the five districts existed prior to the passage of the WRA (South Florida and Southwest Florida), primarily as flood control agencies. Today, the responsibilities of all five districts encompass four broad categories: water supply (including water allocation and conservation), water quality, flood protection, and natural systems management.

Regional water management districts, established by the Legislature and recognized in the State Constitution, are set up largely on hydrologic boundaries. Water management districts are funded by ad valorem taxes normally reserved for local governments using taxing authority which emanates from a constitutional amendment passed by Floridians in 1976. The water management districts are governed regionally by boards appointed by the Governor and confirmed by the Senate. DEP also provides general oversight at the state level.

Florida water law, embodied largely in Chapter 373, F.S., combines aspects of Western (prior appropriation) and Eastern (riparian) water laws. In Florida, water is a resource of the state, owned by no one individual, with the use of water overseen by water management districts acting in the public interest. The original law recognized the importance of balancing human needs for water with those of Florida's natural systems.

Each of Florida's water management districts has a history that cannot be completely detailed here. Together, these unique organizations work with state and local governments to assure the availability of water supplies for all reasonable and beneficial uses; protect natural systems in Florida through land acquisition, management and ecosystem restoration; promote flood protection; and address water quality issues. The reader should review the websites and contact officials at each district for further details.

## Introduction

### B. Overview of the District

The Northwest Florida Water Management District stretches from the St. Marks River basin in Jefferson County to the Perdido River in Escambia County. The District is one of five water management districts in Florida created by the Water Resources Act of 1972. Sixteen counties lie within the Northwest Florida Water Management District, including Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton and Washington counties, as well as the westernmost portion of Jefferson County.

Within the District's 11,305-square mile area lie several major hydrologic (or drainage) basins: Perdido River and Bay System, Pensacola Bay System (Escambia, Blackwater and Yellow rivers), Choctawhatchee River and Bay Systems, St. Andrew Bay System, Apalachicola River and Bay System, Ochlockonee River and Bay System, and St. Marks River Basin (Wakulla River). With approximately 1.39 million residents, the northwest region represents approximately 7.2 percent of the state's population and 21 percent of its land area.

A nine-member Governing Board guides the District's budget and activities. Board members are appointed by the Governor and confirmed by the Florida Senate to serve four-year terms without compensation. Members may be re-appointed. An Executive Director oversees a staff of 101 authorized positions and 9 Other Personal Services (OPS) positions that include hydrologists, geologists, biologists, engineers, planners, foresters, land managers and various administrative personnel.

The Northwest Florida Water Management District has three public office facilities strategically located to provide convenient access to citizens within its 16 county area. The locations of these offices are:

#### HEADQUARTERS

81 Water Management Drive  
Havana, Florida 32333-4712  
(850) 539-5999

#### FIELD OFFICES

Carr Building  
3800 Commonwealth Blvd  
Tallahassee, Florida 32399  
(850) 921-2928

180 E. Redstone Avenue  
Crestview, FL 32539  
(850) 683-5044

### C. Mission and Guiding Principles of the District

The mission of the Northwest Florida Water Management District is to implement the provisions of Chapter 373, F.S., in a manner that best ensures the continued welfare of the residents and water resources of Northwest Florida.

## Introduction

### **D. Development of the District Budget**

Florida and its water management districts are faced with many long-term challenges and must work efficiently to meet the water resource protection and water supply needs. The Northwest Florida Water Management District is committed to developing budgets that offer efficient and effective levels of service to its citizens while operating within the financial means of the region's taxpayers.

The District continues to conduct a taxpayer-friendly budget process that is policy-based, priority-driven and fully accountable to taxpayers and their elected representatives. To ensure optimal performance from all programs that receive tax dollars, the District re-examines each program's effectiveness and value to water resources and the citizens of Northwest Florida on an ongoing basis. District staff works closely with the EOG, DEP and Legislature during each budget cycle and throughout the year to further realize this standard.

The proposed Preliminary Budget of the Northwest Florida Water Management District for Fiscal Year (FY) 2015-2016 is created, presented and adopted in compliance with the provisions of sections 200.065, 373.507, 373.535 and 373.536, F.S. The EOG, DEP, the District's Governing Board, Executive Director and key staff, and the general public all play major roles in the budget development process. As of January 15, 2015, the proposed Preliminary Budget is submitted to the Governor and Legislature for review and comment.

The Legislature may annually review the Preliminary Budget for each district, and on or before March 1 of each year, the President of the Senate and the Speaker of the House of Representatives may submit comments regarding the Preliminary Budget to the districts and provide a copy of the comments to the EOG. Each district is required to respond to the comments in writing by March 15 of each year. Responses are sent to the Governor, the President of the Senate and the Speaker of the House of Representatives.

If, following such review, the Legislature does not take any action on or before July 1 of each year, a water management district may proceed with Tentative Budget development.

The proposed Preliminary Budget will be used as the basis for developing the Tentative Budget for submission on August 1. Proposed Tentative Budgets are presented to the Governing Board during meetings open to the public in July of each year. Two public hearings on the tentative proposed budget are held in September prior to budget adoption, with the final budget being enacted at the second budget hearing.

## Introduction

### **E. Budget Guidelines**

The District continues to develop its budget within the guidelines established by Governor Scott and the DEP Secretary, which include:

- The ongoing review of personnel, programs, and activities to ensure that each district is meeting its core mission without raising costs for the taxpayers they serve;
- Ensuring that District employee benefits are consistent with those provided to state employees;
- Continuing District implementation plans for the beneficial use of excess fund balances; and
- Avoiding new debt.

The District-specific guidelines developed by the Governing Board and District management include:

#### Maintain core mission responsibilities:

- Water supply;
- Water quality;
- Natural systems; and
- Flood protection.

#### Maintain commitment to programmatic responsibilities:

- Springs restoration and protection;
- Surface Water Improvement and Management (SWIM) projects to benefit Apalachicola and St. Andrew Bays;
- Minimum Flows and Levels;
- Environmental Resource Permitting and Consumptive Use Permitting; and
- Land management, including long-term maintenance of mitigation lands funded through the Florida Department of Transportation (FDOT).

#### Maintain commitment to cooperative funding projects:

- Water resource and supply development assistance for local governments and non-profit utilities;
- Agriculturally-focused Mobile Irrigation Laboratory, Sod-Based Crop Rotation, and other best management practice (BMP) cost share programs; and
- Cooperative technical and financial support for local governments seeking to join the District in improving water quality.

#### Maintain commitment to other District projects:

- Risk Mapping, Assessment and Planning (Risk MAP) program funded by the Federal Emergency Management Agency (FEMA); and
- Information Technology improvements.

## Introduction

### **F. Budget Development Calendar and Milestones**

#### October – November 2014

- FY 2014-2015 begins. (10/1)
- Staff develops FY 2015-2016 Preliminary Budget.

#### December 2014

- Draft Preliminary Budget provided to DEP and Governor's Office of Policy and Budget for review.

#### January 2015

- Draft Preliminary Budget presented to the Governing Board for approval. (1/8)
- Preliminary Budget submitted to Legislature. (1/15)

#### March 2015

- Legislative Preliminary Budget comments due to the District. (3/1)
- District's response to legislative comments on Preliminary Budget due. (3/15)

#### May - June 2015

- Staff amends the Preliminary Budget as needed to develop the FY 2015-2016 Tentative Budget.
- Property Appraisers provide taxable value estimates. (6/1)

#### July 2015

- If no action is taken by the Legislature on the Preliminary Budget, the District may proceed with development of the Tentative Budget. (7/1)
- Property appraisers provide certificates of taxable values – TRIM. (7/1)
- The Governing Board approves millage rate and Tentative Budget. (7/9)
- Budget presentation to DEP and Governor's Office of Policy and Budget.

#### August 2015

- Tentative Budget is submitted. (8/1)
- TRIM DR420 sent to property appraisers.
- Tentative Budget presented to legislative staff.

#### September 2015

- Legislative Tentative Budget comments due. (9/5)
- Public hearing on the Tentative Budget. (9/10)
- Governor and Legislative Budget Commission disapproval of Tentative Budget due. (9/17)
- Governing Board adopts FY 2015-2016 millage rate and Budget after final public hearing. (9/24)
- FY 2014-2015 ends. (9/30)

#### October 2015

- FY 2015-2016 begins. (10/1)

# Budget Highlights

## A. Major Budget Objectives and Priorities

### Springs Restoration and Protection

#### Newly Appropriated Springs Restoration Projects

In addition to the important projects discussed below, the District began a wide range of restoration and protection projects throughout the region with funds recommended by the Governor and appropriated by the Legislature during the 2014 Legislative Session. From this appropriation to the Department of Environmental Protection, approved by the Legislative Budget Commission, the District is using \$6.8 million to fund springs restoration projects. These projects are scheduled to begin in FY 2014-2015 and will improve conditions in Wakulla Springs, Jackson Blue Spring, as well as springs associated with the Holmes Creek and Econfinia Creek systems.

#### Williford Spring

Phase II of the Econfinia Springs Complex includes the restoration, protection and recreational enhancement of Williford Spring in Washington County. A \$1.54 million construction bid was approved by the Governing Board in April 2014 and construction was initiated in late April 2014.

Construction was slated to be completed in late November or early December 2014, but two record flood events delayed some construction activities. However, the project should be complete by April 2015. Because April 2015 is within FY 2014-2015, only \$5,000 has been budgeted in the FY 2015-2016 Preliminary Budget to replace plants that may die during the site's 12-month stabilization and plant grow-in period.

#### Jackson Blue Spring

Implementation of the Agricultural Equipment Cost Share Program will continue through FY 2015-2016. The Program provides grant funding to producers to retrofit existing irrigation systems and purchase equipment that will conserve water and reduce the amount of fertilizer applied on crops. This cost share grant program provides 75 percent of the equipment costs with producers providing the remaining 25 percent. The program began in FY 2013-2014 and continues into FY 2014-2015 with \$487,500 in new grant funding. This grant funding will leverage \$650,000 in equipment purchases, of which \$121,875 will be carried forward into FY 2015-2016 to complete program implementation.

Participation in the BMP equipment cost share program requires producers with pivot irrigation systems to have a Mobile Irrigation Lab (MIL) evaluation to estimate water use and provide recommended irrigation retrofits that conserve water. Producers are also required to enroll in the DACS BMP program and implement agricultural BMPs. This initiative will reduce agricultural water use and improve water quality by reducing the amount of nitrogen leaching into the Floridan aquifer in the Jackson Blue Spring groundwater contribution area.

## Budget Highlights

### Streambank Restoration and Protection

The District has entered into a \$200,000 cooperative agreement with Washington County to conduct streambank restoration and protection measures, including constructing stormwater facilities at Hightower Springs, Spurling and Live Oak Landings along the Holmes Creek Water Management Area (WMA). In addition, public access and recreation enhancements will take place at each site. The District will purchase and provide geotechnical materials and recreational amenities to Washington County for an additional \$55,000.

The specific allocation for each site is: \$95,000 for Hightower Springs Landing; \$32,500 for Spurling Landing; and \$127,500 for Live Oak Landing.

Streambank restoration and protection activities are scheduled to be completed by the end of FY 2014-2015 for the Live Oak Landing and Hightower Springs Landing sites, subject to Holmes Creek water levels. While work at Spurling Landing is scheduled to begin in FY 2014-2015, subject to receipt of necessary permits, the Preliminary FY 2015-2016 Budget includes \$32,500 to complete the project and the cooperative agreement as a whole.

### Mobile Irrigation Laboratory

The District renewed an agreement with the West Florida Resource Conservation and Development Council to continue to provide funding support for the MIL. This is a cooperative effort with DACS and the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) to provide this service to producers in the panhandle.

In FY 2013-2014, the District increased funding for the MIL from \$60,563 to \$71,125 to augment the MIL staffing level by one person to enable additional evaluations to be completed. The District funding is matched by a similar amount from DACS and in-kind match from the NRCS. This level of funding will continue through FY 2015-2016. As of October 2014, water savings of approximately 7.8 million gallons per day (MGD) have been attributed to this program since it was initiated in 2004.

### Sod-Based Crop Rotation Program

The District renewed a grant with the University of Florida's Institute of Food and Agricultural Sciences (IFAS) for continued research and public outreach on the Sod-Based Rotation Program. The research will be expanded to include alternative crop evaluation to assess the effectiveness and productivity of non-traditional crops.

The District has provided annual funding in the amount of \$40,000 for this program since 2005. This level of funding will continue through FY 2015-2016. The goal of this grant is to encourage adoption of these practices by farmers and further demonstrate the ecological, environmental and economic benefits of integrating beef cattle/perennial grass into a multi-crop production system using conservation technology and other

## Budget Highlights

BMPs. These practices have been shown to reduce water irrigation demands and reduce nutrient and pesticide application rates while increasing crop yields.

The program also includes a public outreach component that includes refining economic models on program inputs and returns to economically benefit producers and the community; training NRCS and county extension staff to expand program adoption; and transferring information to producers and others through meetings, popular publications and demonstrations. Based on the research performed, Sod-Based Rotation farming techniques have the potential to achieve up to an 80 percent reduction in irrigation needs and a 50 percent reduction in pesticide and nitrogen usage annually, all while significantly improving production yields.

### Spring Water Quality and Flow Monitoring

In FY 2015-2016, the District will continue collecting quarterly water quality samples at Wakulla, Jackson Blue, Pitt, Econfinia Blue and Williford springs. The District measures spring flow at Jackson Blue and Wakulla springs and will extend this monitoring in FY 2015-2016. The District also began partnering with the City of Tallahassee and DEP to re-establish flow measurements on the Spring Creek Springs Group in coastal Wakulla County in FY 2013-2014 and will continue this monitoring in FY 2015-2016.

### Other Restoration Projects

Spring restoration and protection activities are slated to begin in FY 2014-2015 at Devil's Hole Spring along Econfinia Creek and along Holmes Creek at Cotton Landing within the Econfinia Creek and Holmes Creek WMAs, subject to engineering design and receipt of necessary permits. In FY 2014-2015, the DEP provided the District with \$125,000 in funding for the Devil's Hole Spring project and \$175,000 for the Cotton Landing project. In the FY 2015-2016 Preliminary Budget, \$62,500 has been allocated for the Devil's Hole Project and \$87,500 for the Cotton Landing project, which will enable the completion of restoration activities.

### **Apalachicola-Chattahoochee-Flint River (ACF) Basin**

Management of water resources in the ACF basin continues to be a major emphasis of the District, in partnership with other state agencies and regional stakeholders. As in the current year, budget priorities for FY 2015-2016 include providing technical assistance to the Governor's Office and DEP on an array of issues related to interstate freshwater allocation. In FY 2013-2014 the District completed development of an updated three-dimensional hydrodynamic model of Apalachicola Bay. This model will support resource assessments and evaluations of potential actions to improve and maintain a healthy bay environment, including management of freshwater inflows and implementation of cooperative water quality improvement projects in coastal Franklin County. In November 2014, the U.S. Supreme Court accepted the case initiated by Florida against the State of Georgia concerning over-consumption of water in the ACF basin, and the District will continue to provide technical assistance to the State of Florida as this case proceeds.



## Budget Highlights

### Minimum Flows and Levels and Water Resource Monitoring

Implementation of an effective Minimum Flows and Levels (MFL) program is a major component of the District's overall effort to ensure the long-term protection and sustainability of regionally significant water resources. The program complements other efforts, including water use permitting, regional water supply planning and watershed restoration. During FY 2013-2014, the District began an enhanced data collection program to support MFL development for the St. Marks River Rise, Wakulla Springs, and Sally Ward Spring. During FY 2014-2015, the District continued to expand its data collection activities and began developing hydrologic models for the St. Marks River Rise and Wakulla Springs system.

The District also completed Work Plans and initiated data collection, including constructing up to 16 new monitor wells, to support MFL development for Jackson Blue Spring and the coastal Floridan aquifer in Water Supply Planning Region II (Okaloosa, Santa Rosa, and Walton counties). Groundwater flow models of the Floridan aquifer in Planning Region II were also updated in FY 2014-2015. The current MFL priority list and schedule for Northwest Florida can be found at <http://www.nfwfwater.com/water-resources/minimum-flows-levels/>.

The Preliminary FY 2015-2016 Budget for MFL development totals \$2.15 million. This level of funding will allow the District to accomplish the ambitious schedule set in its current priority list, in which MFLs for five waterbodies are under development simultaneously. Work planned for FY 2015-2016 includes data collection, ecological assessments, and the development of surface and groundwater flow models for the St. Marks River Rise, Wakulla Springs, and Sally Ward Spring system; data collection and technical assessments for Jackson Blue Spring; and water quality sampling and analysis of the saltwater interface to support the development of MFLs for the coastal Floridan aquifer in Planning Region II.

### Monitoring Network and Data Collection

Hydrologic monitoring activities are essential functions of water management districts. The Northwest Florida Water Management District (NFWFMD) uses information and data collected through its monitoring programs to assess the status of Districtwide water resources and identify threats or vulnerabilities related to the resource. The District also performs detailed analyses of hydrologic conditions related to MFLs, water resources planning and other detailed hydrologic analyses required as part of its mission. Monitoring programs are currently implemented in an integrated manner so that one monitoring activity may serve multiple programs or areas of responsibility, with the broad goal of using limited resources as effectively and efficiently as possible.

The major objectives and priorities for FY 2015-2016 include further expansion of the hydrologic monitoring network in support of the MFL program and continued network improvements to improve efficiency to expand real time access to hydrologic data on the District's website. Enhancement of groundwater, surface water and rainfall monitoring stations in water supply regions II, IV, V, VI, and VII is a key priority in MFL development and resource planning.

## Budget Highlights

The District renewed agreements with DEP to monitor water quality in District aquifers, streams and lakes and renewed revenue agreements with Bay County, Leon County, and the City of Tallahassee to monitor surface water discharge and rainfall for stormwater management and flood warning. The District has also continued its joint funding agreement with the U.S. Geological Survey to collect hydrologic data on the Apalachicola River, Yellow River, Telogia Creek and the Spring Creek Springs Group.

### **Water Supply**

#### Water Supply Planning

This activity supports planning to ensure water supply sources are sufficient to meet current and long-term water supply needs while also sustaining natural systems. Included are water supply assessments (WSAs) developed pursuant to section 373.036, F.S., and regional water supply plans (RWSPs) developed pursuant to section 373.709, F.S. Districtwide water supply planning expenditures are expected to be \$105,086 during FY 2015-2016. Areas of focus will include updating water use data and analysis developed through the most recent WSA, developing an annual water use report, and preliminary planning in preparation for the next update to the Region II RWSP. The District will continue water use data collection and analysis to support reporting on important statewide water use metrics, as well as identification of emerging challenges and opportunities.

#### Water Resource Development

Water resource development includes regional projects designed to identify, from traditional or alternative sources, quantifiable supplies of water for existing and future reasonable-beneficial uses. Such projects may include construction, operation and maintenance of major facilities that augment surface and groundwater supplies, or projects that establish alternative sources of supply. Water resource development projects are identified in RWSPs and the water resource development work program.

Districtwide water resource development expenditures are expected to be \$650,786 during FY 2015-2016. Priorities include continuing efforts to implement planned water resource development projects in Santa Rosa, Okaloosa, Walton, and Bay counties, pursuant to approved RWSPs and as outlined in the current Water Resource Development Work Program. Consulting services will be engaged to support the development and refinement of groundwater flow models, which will support the RWSP and Resource Regulation programs.

Water resource development activities will also include planning for expanded reuse of reclaimed water in Northwest Florida, including project identification. These efforts will also complement an ongoing statewide initiative to further develop reclaimed water as an alternative water supply source. Supporting tasks include data collection, modeling, monitoring, and water resource assessments; engineering and geographic analysis of water supply alternatives; and water conservation and reuse.

## Budget Highlights

### Water Supply Development Assistance

The District provides financial assistance for water supply development projects that meet local needs and support regional water resource priorities. During FY 2015-2016, the District will continue support for cooperative grant projects across Northwest Florida funded through the FY 2013-2014 and FY 2014-2015 water supply development grant cycles. It is expected that the majority of the projects funded thus far will be complete by the end of FY 2015-2016.

In addition, implementation of the Bay County upstream surface water intake project will continue. This project was funded in part with a FY 2013-2014 District grant from the Water Protection and Sustainability Program Trust Fund. Facility construction is estimated to be completed during in FY 2015-2016.

Overall expenditures for Water Supply Development Assistance during FY 2015-2016 are budgeted to be \$5,837,569, all funded from General Fund Reserves.

### **Watershed Resource Protection and Restoration**

Watershed protection and restoration priorities in FY 2015-2016 will include an array of activities planned and implemented under the framework for the District's Surface Water Improvement and Management (SWIM) program. These include projects described above to benefit the District's important spring systems, projects designed to protect and restore the Apalachicola River and Bay and St. Andrew Bay watersheds, and efforts to assist the state and regional stakeholders in Gulf of Mexico restoration, benefitting all of Northwest Florida's coastal and estuarine watersheds.

#### Apalachicola River and Bay

Activities noted earlier include ACF basin management (technical assistance to DEP and the Governor's Office and application of an updated three-dimensional hydrodynamic model of Apalachicola Bay) and spring protection and restoration. In addition, the District is providing grant funding for local stormwater retrofit projects to improve water and aquatic habitat quality in Apalachicola Bay and to provide flood relief for area residents. Expenditures to help the City of Apalachicola complete three stormwater retrofit projects are expected to be complete during FY 2014-2015. Additional efforts in cooperation with the City of Carrabelle are expected to continue through FY 2015-2016. It is anticipated that \$853,000 will be expended during FY 2015-2016 for the Apalachicola River and Bay watershed.

#### St. Andrew Bay Watershed

During FY 2014-2015, a cooperative project with Bay County to stabilize Ed Lee Road to reduce erosion and sedimentation into Deer Point Lake is expected to be completed. Additionally, four priority stormwater retrofit projects are ongoing in cooperation with several local governments in Panama City, Callaway, Parker, and Mexico Beach. These projects will treat runoff generated from over 500 acres of drainage area and are expected to be completed in FY 2015-2016.

## Budget Highlights

Restoration work started in April 2014 on Williford Spring, a second-magnitude spring on Econfinia Creek. Associated shoreline and habitat restoration activities are scheduled to be completed in FY 2014-2015 along with recreational facilities and site improvements. Direct expenditures for the St. Andrew Bay watershed are expected to be \$400,000 in FY 2015-2016 to complete the Parker and Callaway stormwater retrofit projects.

### RESTORE Act

Throughout FY 2015-2016 the District will continue to work in cooperation with the DEP, Florida Fish and Wildlife Conservation Commission (FWC), local governments, and other public and private stakeholders to achieve restoration and protection of coastal waters pursuant to the federal Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States (RESTORE) Act and associated initiatives. It is anticipated that these activities will include prioritization and planning of projects, as well as technical assistance for project development and implementation.

### **Floodplain Management**

The District continues to work in cooperation with the Federal Emergency Management Agency (FEMA) on flood map modernization and the Risk Mapping, Assessment, and Planning (Risk MAP) program. Final effective digital flood insurance rate maps (DFIRMs) were issued for Franklin and Jefferson counties in February 2014 and for Wakulla County in September 2014. Detailed coastal remapping studies continue for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties.

Preliminary DFIRMs for these counties are projected to be completed by June 2015. In addition, the Risk MAP evaluations are ongoing for the lower Ochlockonee River, Apalachicola River, New River, Chipola River, Pensacola Bay, and Perdido River and Bay watersheds. These studies will provide additional information to communities to mitigate and reduce flood risk. The Flood Information Portal, which provides internet access to digital flood maps for the panhandle, and the public light detection and ranging (LiDAR) website, which provides high resolution elevation data, will be continued in FY 2015-2016. Expenditures for the District's floodplain management programs are budgeted to be \$2,512,287 during FY 2015-2016. More information about the District's flood map modernization and Risk MAP programs may be found at <http://www.nwfwmdfloodmaps.com/index.htm>.

## Budget Highlights

### **FDOT Mitigation**

There are currently 11 projects on the Florida Department of Transportation's (FDOT) environmental impact inventory that may require compensatory mitigation during FY 2015-2016, per section 373.4137, F.S. None of these project impacts occur in the service area of any private mitigation bank. In the absence of a mitigation bank option for FDOT permitting requirements, NFWFMD mitigation sites that could potentially provide compensatory mitigation for the listed projects include Dutex, Yellow River Ranch, Tates Hell, Shuler, and Cotton Creek. The FY 2015-2016 Preliminary Budget for these projects is \$1,648,127. A detailed description of the District's wetland programs and mitigation projects, as well as information on private mitigation bank options, may be found at <http://www.nwfwmdwetlands.com/>.

### **Information Technology (IT) Initiatives**

The District is proposing a recurring expenditure of \$1,892,115 for IT in FY 2015-2016, which is \$688,364 less than budgeted in FY 2014-2015. Over the past two fiscal years the District has made significant investment in technology improvements. New systems have been implemented in asset, fleet, contract, project and document management. A new external website, Intranet site, online reservation system, social media sites, and hydrologic software updates have been implemented. Significant investments and upgrades in server, network, database and desktop technologies have also been completed.

Going forward, the District will utilize and maintain this technology to provide solutions that meet the business needs of the organization. Hardware and software will be maintained or replaced as needed to ensure capacity, performance, and adherences to support requirements are met. In addition, the District will continue to maximize and leverage existing technology to provide better service at a reduced cost to the organization.

## Budget Highlights

### **B. Adequacy of Fiscal Resources**

The Northwest Florida Water Management District's millage rate had been 0.04 of a mill since FY 2011-2012, 20 percent below the constitutional and statutory cap of 0.05. However, the District's FY 2014-2015 budget includes a 0.039 millage rate, 22 percent below the statutory cap. Based on taxable values provided by the 16 counties in the District, tax collections are estimated to be \$3,381,733 for FY 2014-2015. The same estimate is used for developing the FY 2015-2016 Preliminary Budget. With a recurring budget of \$17,387,561, the Northwest Florida Water Management District must rely on state and other revenue sources to conduct many of its programs.

To supplement its ad valorem revenue, the District has historically received appropriations from the state Water Management Lands Trust Fund (WMLTF) for activities including the management of District-owned lands; the Environmental Resource Permitting (ERP) program; programmatic operations; regional water supply planning and development; Surface Water Improvement and Management (SWIM); research and data collection; MFLs; and the Apalachicola River and Bay system. Similarly, separate funding for specific purposes such as land acquisition (Preservation 2000 and Florida Forever programs); SWIM projects; the Water Protection and Sustainability program; and other direct appropriations were typical, but not consistent, in recent years.

The District has a number of dedicated reserve accounts that are available for necessary and unanticipated expenditures. These include reserves for water supply development; land management and acquisition; and an economic budget stabilization reserve to be used in the event that combined revenues become insufficient to fund District obligations. For FY 2015-2016, the District will allocate a portion of these reserves to fund essential and recurring programmatic expenditures. As necessary and until fully expended, reserve funds will also be used in future years to continue the support of recurring expenses without a recurring source of funds.

## Budget Highlights

### C. Budget Summary

#### 1. Overview

The FY 2015-2016 Preliminary Budget is \$32,600,412, a decrease of \$20,771,340 or 38.9 percent below the FY 2014-2015 Current-Amended Budget. Operating expenditures, which include categories such as Salaries and Benefits; Contracted Services; Operating Expenses; and Operating Capital Outlay (OCO) total \$20,092,897, a decrease of \$2,856,140 or 12.4 percent. Of the operating budget request, \$17,218,436 is recurring and \$2,874,461 is non-recurring.

Non-operating expenditures, which include Fixed Capital Outlay (FCO) and Interagency Expenditures (e.g., grants to public entities) total \$12,507,515, a decrease of \$17,915,200 or 58.9 percent. This reduction consists of \$1,367,500 in FCO and \$16,547,700 in Interagency Expenditures.

The proposed ad valorem tax millage rate is 0.039, the same rate applied in FY 2014-2015. Based on estimated property values provided by the 16 counties in the District, tax revenue is estimated to be \$3,381,733, which accounts for 15 percent of total projected revenues.

The total projected revenue of \$22,541,249 is comprised of \$13,712,053 (60.8 percent) in new revenue and \$8,829,196 (39.2 percent) of state funds appropriated to the District in prior years. In addition, \$10,059,163 of fund balances will be used to support the Preliminary Budget. New revenue mainly includes \$5,211,231 in recurring funds from the Water Management Lands Trust Fund, an estimated \$3,381,733 in ad valorem, \$2,792,588 in Federal funds, and \$1,500,000 in timber sales. Prior appropriations carried forward mainly include \$5,791,875 from FY 2014-2015 DEP appropriations for springs restoration and protection.

# Budget Highlights

Table 1. Source and Use of Funds, Funds Balance and Workforce

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**SOURCE AND USE OF FUNDS, FUND BALANCE AND WORKFORCE**  
 Fiscal Years 2014-15 and 2015-16  
 PRELIMINARY BUDGET - Fiscal Year 2015-2016

	Fiscal Year 2014-15 (Current-Amended)	New Issues (Increases)	Reductions	Fiscal Year 2015-16 (Preliminary Budget)
<b>SOURCE OF FUNDS</b>				
Beginning Fund Balance	39,026,376			24,423,675
District Revenues	5,700,615	-	130,824	5,569,791
Local Revenues	162,159		23,716	138,443
Debt	-	-	-	-
Unearned Revenue	13,866,453	-	2,499,057	11,367,396
State Revenues	23,069,936	-	9,029,509	14,040,427
Federal Revenues	4,065,773		1,273,185	2,792,588
<b>SOURCE OF FUND TOTAL</b>	<b>\$85,891,312</b>	<b>\$0</b>	<b>\$12,956,291</b>	<b>\$58,332,320</b>
<b>USE OF FUNDS</b>				
Salaries and Benefits	8,123,975	321,877	124,184	8,321,668
Other Personal Services	365,324	14,960	8,925	371,359
Contracted Services	10,029,567	190,250	2,442,946	7,776,871
Operating Expenses	3,326,695	122,723	471,696	2,977,722
Operating Capital Outlay	1,103,476	139,000	597,199	645,277
Fixed Capital Outlay	1,745,000		1,367,500	377,500
Interagency Expenditures (Cooperative Funding)	28,677,715		16,547,700	12,130,015
Debt	-	-	-	-
Reserves - Emergency Response	-	-	-	-
<b>USE OF FUNDS TOTAL</b>	<b>53,371,752</b>	<b>\$788,810</b>	<b>\$21,560,150</b>	<b>32,600,412</b>
<b>Unearned Revenue (ESTIMATED)</b>				
DOT Mitigation Funds	13,155,529		1,818,874	11,336,655
State Ecosystems Trust Fund	600,000		600,000	-
Phipps Park Endowment & Advanced Timber Sales	110,924		80,183	30,741
<b>TOTAL UNEARNED REVENUE</b>	<b>13,866,453</b>	<b>-</b>	<b>2,499,057</b>	<b>11,367,396</b>
<b>FUND BALANCE (ESTIMATED)</b>				
Nonspendable	-	-	-	-
Restricted	8,194,517	-	5,771,318	2,423,199
Committed	8,989,712	-	1,972,197	7,017,515
Assigned	7,239,446	-	2,315,648	4,923,798
Unassigned	-	-	-	-
<b>TOTAL FUND BALANCE</b>	<b>24,423,675</b>	<b>-</b>	<b>10,059,163</b>	<b>14,364,512</b>
<b>WORKFORCE</b>				
Authorized Position (Full-Time Equivalents/FTE)	101.00	-	-	101.00
Contingent Worker (Independent Contractors)	-	-	-	-
Other Personal Services (OPS)	9.00	-	-	9.00
Intern	-	-	-	-
Volunteer	-	-	-	-
<b>TOTAL WORKFORCE</b>	<b>110.00</b>	<b>-</b>	<b>-</b>	<b>110.00</b>

**Reserves:**

- Nonspendable - amounts required to be maintained intact as principal or an endowment
- Restricted - amounts that can be spent only for specific purposes like grants or through enabling legislation
- Committed - amounts that can be used only for specific purposes determined and set by the District Governing Board
- Assigned - amounts intended to be used for specific contracts or purchase orders
- Unassigned - available balances that may be used for a yet to be determined purpose in the general fund only



## Budget Highlights

Table 2. Projected Utilization of Fund Balance

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROJECTED UTILIZATION OF FUND BALANCE PRELIMINARY BUDGET - Fiscal Year 2015-2016

			Five Year Utilization Schedule					
Core Mission	Designations (Description of Restrictions)	Total Projected Designated Amounts at September 30, 2015	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Remaining Balance
<b>NONSPENDABLE</b>								
		0	0	0	0	0	0	0
NONSPENDABLE SUBTOTAL		0	0	0	0	0	0	0
<b>RESTRICTED</b>								
WS/WQ/FP/NS	Mitigation - Interest and Other Misc Revenue	1,409,870	0	0	0	0	0	1,409,870
WS/WQ/FP/NS	Regulation - WMLTF ERP	1,014,079	750	0	0	0	0	1,013,329
WS/WQ	Water Supply Development Assistance Grants Under Contract	5,770,568	5,770,568	0	0	0	0	0
RESTRICTED SUBTOTAL		8,194,517	5,771,318	0	0	0	0	2,423,199
<b>COMMITTED</b>								
WS/WQ/FP/NS	Water Supply Development Assistance Grants							0
WS/WQ/FP/NS	Lands Management Fund	5,289,392	1,869,762	1,331,474	1,331,474	756,682	0	0
WS/WQ/FP/NS	Capital Improvement Projects (Cap Improv & Land Acq TF)	322,705	102,435	67,435	67,435	85,400	0	0
WS/WQ/FP/NS	Economic Stabilization Fund (General Fund)	3,377,615	0	0	0	0	0	3,377,615
COMMITTED SUBTOTAL		8,989,712	1,972,197	1,398,909	1,398,909	842,082	0	3,377,615
<b>ASSIGNED</b>								
WS/WQ/FP/NS	MFLs, Planning & Other Resource Management Activities	5,519,446	2,095,648	1,711,899	1,711,899	0		0
WS/WQ/FP/NS	General Fund Deficiencies	1,500,000	0	0	0	0	0	1,500,000
WS/WQ/FP/NS	Building Renovation and Repairs	220,000	220,000	0	0	0	0	0
ASSIGNED SUBTOTAL		7,239,446	2,315,648	1,711,899	1,711,899	0	0	1,500,000
<b>UNASSIGNED</b>								
		0	0	0	0	0	0	0
UNASSIGNED SUBTOTAL		0	0	0	0	0	0	0
<b>Total</b>		<b>24,423,675</b>	<b>10,059,163</b>	<b>3,110,808</b>	<b>3,110,808</b>	<b>842,082</b>	<b>0</b>	<b>7,300,814</b>
<b>Remaining Fund Balance at Fiscal Year End</b>			<b>14,364,512</b>	<b>11,253,704</b>	<b>8,142,896</b>	<b>7,300,814</b>	<b>7,300,814</b>	<b>7,300,814</b>

WS = Water Supply: WQ = Water Quality: FP = Flood Protection: NS = Natural Systems

## Budget Highlights

Table 3. Use of Fund Balance

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
USE OF FUND BALANCE  
Fiscal Year 2015-16  
PRELIMINARY BUDGET - Fiscal Year 2015-2016**

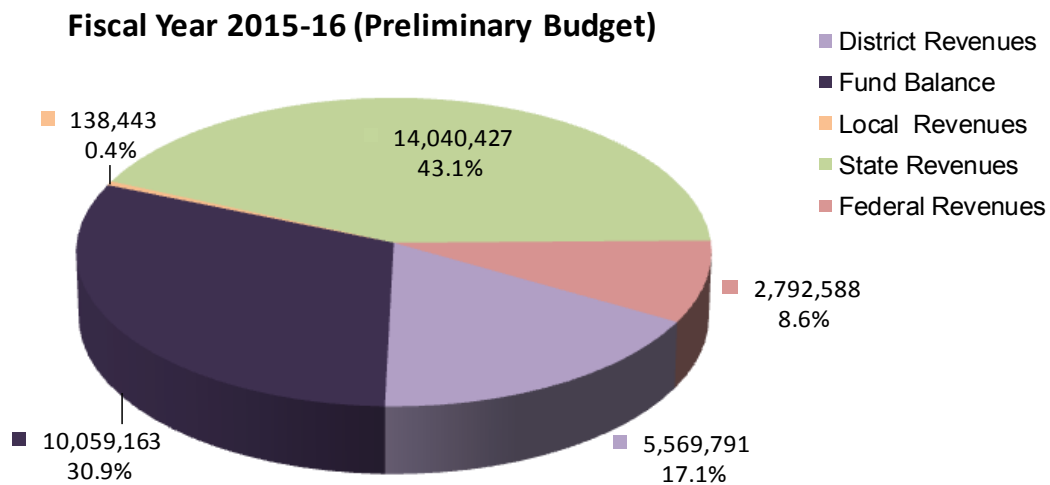
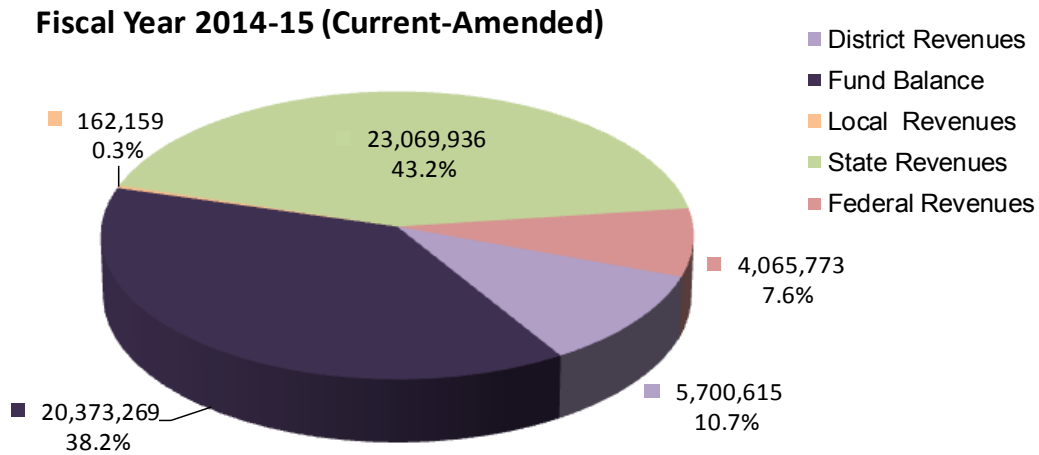
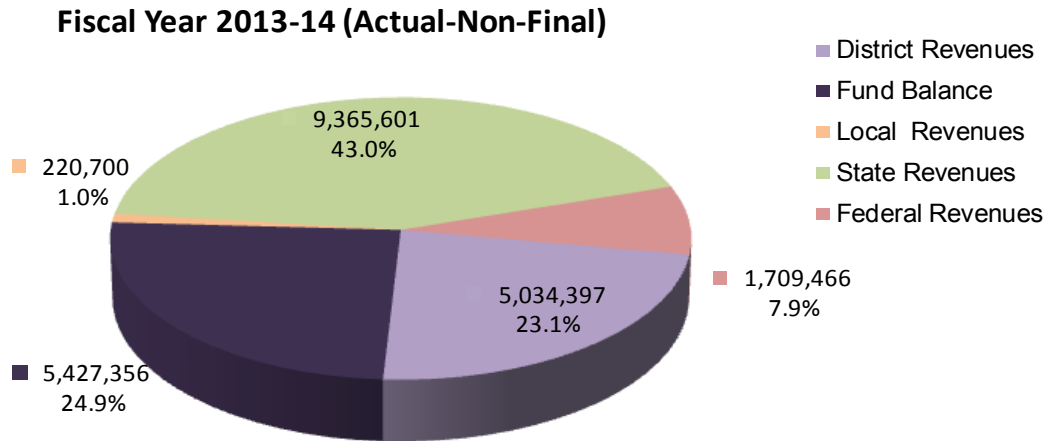
	Fiscal Year 2015-16 (Preliminary Budget)	SOURCES OF FUND						
		District Revenues	Fund Balance	Debt	Local	State	Federal	TOTAL
1.0 Water Resources Planning and Monitoring	6,855,105	-	1,453,550	-	-	-	-	1,453,550
2.0 Acquisition, Restoration and Public Works	15,850,333	-	6,760,101	-	-	-	-	6,760,101
3.0 Operation and Maintenance of Lands and Works	3,799,938	-	1,844,762	-	-	-	-	1,844,762
4.0 Regulation	3,933,574	-	750	-	-	-	-	750
5.0 Outreach	182,567	-	-	-	-	-	-	-
6.0 District Management and Administration	1,978,895	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>32,600,412</b>	-	<b>10,059,163</b>	-	-	-	-	<b>10,059,163</b>

	USES OF FUND									
	Salaries and Benefits	Other Personal Services	Contracted Services	Operating Expenses	Operating Capital Outlay	Fixed Capital Outlay	Interagency Expenditures (Cooperative Funding)	Administrative Overhead Transfer	Reserves	TOTAL
1.0 Water Resources Planning and Monitoring	641,795	4,950	89,209	240,762	188,563	-	-	288,271	-	1,453,550
2.0 Acquisition, Restoration and Public Works	112,643	398	279,432	177,083	19,808	157,500	5,899,797	113,440	-	6,760,101
3.0 Operation and Maintenance of Lands and Works	288,606	33,755	535,328	724,249	52,850	45,000	-	164,974	-	1,844,762
4.0 Regulation	-	-	-	-	-	-	-	750	-	750
5.0 Outreach	-	-	-	-	-	-	-	-	-	-
6.0 District Management and Administration	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>1,043,044</b>	<b>39,103</b>	<b>903,969</b>	<b>1,142,094</b>	<b>261,221</b>	<b>202,500</b>	<b>5,899,797</b>	<b>567,435</b>	<b>-</b>	<b>10,059,163</b>

# Budget Highlights

## 2. Source of Funds Three-Year Comparison

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PRELIMINARY BUDGET - Fiscal Year 2015-2016 REVENUES BY SOURCE



## Budget Highlights

Table 4. Sources of Funds Comparison for Three FYs

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
**SOURCE OF FUNDS COMPARISON FOR THREE FISCAL YEARS**  
 Fiscal Years 2013-14 (Actual-Non-Final) 2014-15 (Current-Amended) 2015-16 (Preliminary)  
 PRELIMINARY BUDGET - Fiscal Year 2015-2016

<b>SOURCE OF FUNDS</b>	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary Budget)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
District Revenues	5,034,397	5,700,615	5,569,791	(130,824)	-2.3%
Fund Balance	5,427,356	20,373,269	10,059,163	(10,314,106)	-50.6%
Debt - Certificate of Participation (COPS)	-	-	-	-	
Local Revenues	220,700	162,159	138,443	(23,716)	-14.6%
State General Revenues	103,307	8,054,787	5,791,875	(2,262,912)	-28.1%
Ecosystem Management Trust Fund	633,892	4,443,313	600,000	(3,843,313)	-86.5%
FDEP/EPC Gardinier Trust Fund	-	-	-	-	
P2000 Revenue	-	-	-	-	
FDOT/Mitigation	584,820	2,173,029	1,818,874	(354,155)	-16.3%
Water Management Lands Trust Fund	2,170,790	7,764,677	5,461,231	(2,303,446)	-29.7%
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	
Florida Forever	282,052	624,200	368,447	(255,753)	-41.0%
Save Our Everglades Trust Fund	-	-	-	-	
Alligator Alley Tolls	-	-	-	-	
Other State Revenue	5,590,740	9,930	-	(9,930)	-100.0%
Federal Revenues	1,446,108	3,840,708	2,566,777	(1,273,931)	-33.2%
Federal through State (FDEP)	263,358	225,065	225,811	746	0.3%
<b>SOURCE OF FUND TOTAL</b>	<b>21,757,520</b>	<b>53,371,752</b>	<b>32,600,412</b>	<b>(20,771,340)</b>	<b>-38.9%</b>

District Revenues include

Ad Valorem	3,245,091	3,381,733	3,381,733	-	0%
Timber Sales	1,339,142	1,500,000	1,500,000	-	0%
Permit & License Fees	323,815	360,250	307,250	(53,000)	-15%
Miscellaneous Revenues	126,349	458,632	380,808	(77,824)	-17%

## Budget Highlights

### 3. Major Sources of Funds Variances

The District's annual budget is funded by District, local, state, and federal revenue sources. District sources include ad valorem revenues (estimated at \$3,381,733), interest earnings, land management revenues, and permit fees and fines. The table on the previous page compares FY 2013-2014 estimated actual, FY 2014-2015 current-amended and FY 2015-2016 preliminary budgeted revenue by source. The following is a summary of major revenue source variances.

#### Ecosystem Management Trust Fund (86.5 percent decrease)

The District's budget includes the remaining Ecosystem Management Trust Fund revenue of \$600,000, which represents a decrease of \$3,843,313 from the FY 2014-2015 budget. The decrease is due to work being completed for the St. Andrew Bay and Apalachicola River and Bay watersheds during FY 2014-2015. The District is using carryover funds from prior years for these activities. No new legislative funds have been appropriated since 2008.

#### Water Management Land Trust Fund (WMLTF) (29.7 percent decrease)

The Regulatory budget includes \$2,211,231 from the FY 2014-2015 General Appropriations Act (GAA) in recurring funds for environmental resource permitting, wetlands protection programs, and the potable well groundwater contamination activities. Another \$3,000,000 from the FY 2014-2015 GAA in recurring funds was provided for operations that have been directed to Water Resources Planning and Monitoring activities. A non-recurring state appropriation of \$3,000,000 from the FY 2013-2014 GAA for Apalachicola Bay water quality improvement projects is projected to be mostly spent in FY 2014-2015 with a remaining \$250,000 budgeted in the FY 2015-2016 Preliminary Budget.

#### State General Revenues (28.1 percent decrease)

The reduction in State General Revenues is due to spending down non-recurring funds in FY 2014-2015, thereby carrying forward less funds in FY 2015-2016. The FY 2014-2015 GAA provided non-recurring funds of \$6,827,500 for the District to fund projects that will help improve conditions in Wakulla Springs, Jackson Blue Spring, and springs associated with the Holmes Creek and Econfinia Creek systems improvements has been carried forward to complete these projects. Most of this funding, \$5,791,875, was carried forward into FY 2015-2016 to complete these projects. The FY 2014-2015 budget also included non-recurring funds of \$340,000 for the Jackson Blue Spring basin water conservation and quality improvement project, \$510,000 for monitoring Wakulla Springs, and \$377,287 for a Williford Spring restoration construction project that are expected to be completed before the start of FY 2015-2016.

#### Florida Forever (41 percent decrease)

Florida Forever funding has been used to acquire land and to protect environmentally significant lands for conservation, recreation, water resource protection, wildlife habitat protection, and for capital land improvement and public access to those lands. The remaining balance of \$368,447 in Florida Forever funding will be directed to complete stormwater retrofit projects in FY 2015-2016.

#### Federal Revenues (33.2 percent decrease)

Federal funding continues to support consultant services for flood studies for the Federal Emergency Management Agency (FEMA) Risk Mapping, Assessment, and

## Budget Highlights

Planning (MAP) initiative as well as project reviews and screening conducted for the Efficient Transportation Decision Making (ETDM) program for the Florida Department of Transportation. A decrease of \$1,271,880 in FEMA funding is primarily due to completion of coastal flood analysis for six coastal counties. A small reduction of \$2,051 in revenues for the ETDM program is projected, given uncertainty of the need for new transportation project reviews.

### Fund Balance

The District has a number of dedicated reserve accounts that are available for necessary and unanticipated large expenditures. For FY 2015-2016, the District will use \$3,110,808 to fund necessary recurring expenditures and \$6,948,355 for non-recurring expenditures including grants to help local governments and non-profit utilities achieve water supply development priorities. The total use of reserves for FY 2014-2015 is estimated to be \$10,059,163.

## Budget Highlights

### Source of Funds by Program

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### SOURCE OF FUNDS BY PROGRAM

Fiscal Year 2014-15 (Current-Amended)

PRELIMINARY BUDGET - Fiscal Year 2015-2016

SOURCE OF FUNDS	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation	Outreach	District Management and Administration	Fiscal Year 2014-15 (Current-Amended)
District Revenues	221,162	268,920	1,835,555	2,495,699	10,750	868,529	5,700,615
Fund Balance	1,354,186	16,887,843	1,976,179	155,061	-	-	20,373,269
Debt - Certificate of Participation (COPS)	-	-	-	-	-	-	-
Local Revenues	162,159	-	-	-	-	-	162,159
State General Revenues	510,000	7,544,787	-	-	-	-	8,054,787
Ecosystem Management Trust Fund	-	4,443,313	-	-	-	-	4,443,313
FDEP/EPC Gardinier Trust Fund	-	-	-	-	-	-	-
P2000 Revenue	-	-	-	-	-	-	-
FDOT/Mitigation	-	2,173,029	-	-	-	-	2,173,029
Water Management Lands Trust Fund	3,000,000	2,553,446	-	2,211,231	-	-	7,764,677
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	-	-	-
Florida Forever	-	624,200	-	-	-	-	624,200
Save Our Everglades Trust Fund	-	-	-	-	-	-	-
Alligator Alley Tolls	-	-	-	-	-	-	-
Other State Revenue	-	9,930	-	-	-	-	9,930
Federal Revenues	3,802,863	-	-	37,845	-	-	3,840,708
Federal through State (FDEP)	225,065	-	-	-	-	-	225,065
<b>SOURCE OF FUND TOTAL</b>	<b>9,275,435</b>	<b>34,505,468</b>	<b>3,811,734</b>	<b>4,899,836</b>	<b>10,750</b>	<b>868,529</b>	<b>53,371,752</b>

District Revenues include	
Ad Valorem	3,381,733
Timber Sales	1,500,000
Permit & License Fees	360,250
Miscellaneous Revenues	458,632

# Budget Highlights

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### SOURCE OF FUNDS BY PROGRAM

Fiscal Year 2015-16 (Preliminary Budget)

SOURCE OF FUNDS	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation	Outreach	District Management and Administration	Fiscal Year 2015-16 (Preliminary Budget)
District Revenues	-	434,268	1,837,048	2,470,249	10,275	817,951	5,569,791
Fund Balance	1,453,550	6,760,101	1,844,762	750	-	-	10,059,163
Debt - Certificate of Participation (COPS)	-	-	-	-	-	-	-
Local Revenues	138,443	-	-	-	-	-	138,443
State General Revenues	-	5,791,875	-	-	-	-	5,791,875
Ecosystem Management Trust Fund	-	600,000	-	-	-	-	600,000
FDEP/EPC Gardiner Trust Fund	-	-	-	-	-	-	-
P2000 Revenue	-	-	-	-	-	-	-
FDOT/Mitigation	-	1,818,874	-	-	-	-	1,818,874
Water Management Lands Trust Fund	3,000,000	250,000	-	2,211,231	-	-	5,461,231
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	-	-	-
Florida Forever	-	368,447	-	-	-	-	368,447
Save Our Everglades Trust Fund	-	-	-	-	-	-	-
Alligator Alley Tolls	-	-	-	-	-	-	-
Other State Revenue	-	-	-	-	-	-	-
Federal Revenues	2,530,983	-	-	35,794	-	-	2,566,777
Federal through State (FDEP)	225,811	-	-	-	-	-	225,811
<b>SOURCE OF FUND TOTAL</b>	<b>7,348,787</b>	<b>16,023,565</b>	<b>3,681,810</b>	<b>4,718,024</b>	<b>10,275</b>	<b>817,951</b>	<b>32,600,412</b>

District Revenues include

Ad Valorem	3,381,733
Timber Sales	1,500,000
Permit & License Fees	307,250
Miscellaneous Revenues	380,808



## Budget Highlights

### 4. Proposed Millage Rate

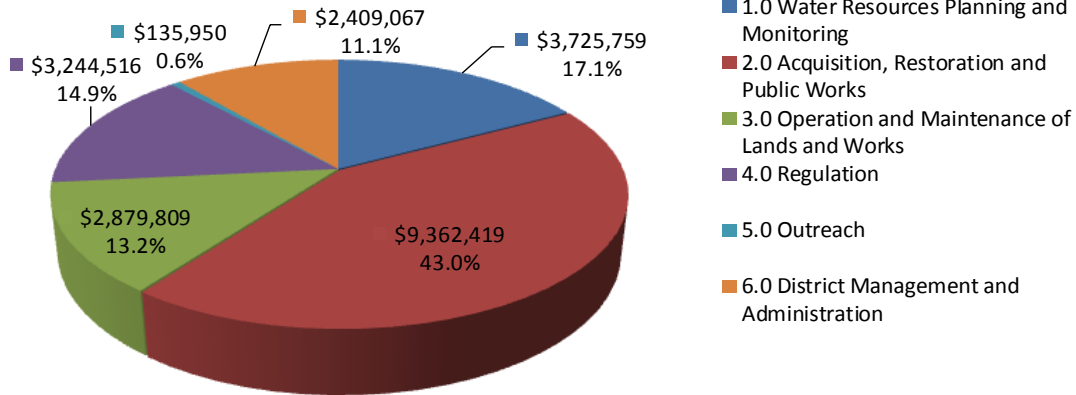
<b>DISTRICTWIDE – Ad Valorem Taxes</b>			
	Fiscal Year 2013-14 Actual	Fiscal Year 2014-15 Current-Amended	Fiscal Year 2015-16 Preliminary
<b>Millage Rate</b>	0.0400	0.0390	0.0390
<b>Roll-back Rate</b>	0.0400	0.0390	0.0390
<b>Roll-back Rate Change (%)</b>	0.00%	0.00%	0.00%
<b>Gross Taxable Value for Operating Purposes</b>	\$83,225,021,372	\$86,711,098,855	\$86,711,098,855
<b>Net New Taxable Value</b>	\$ 801,350,156	\$ 1,147,221,046	\$ 1,147,221,046
<b>Adjusted Taxable Value</b>	\$82,423,671,216	\$85,563,877,809	\$85,563,877,809

# Budget Highlights

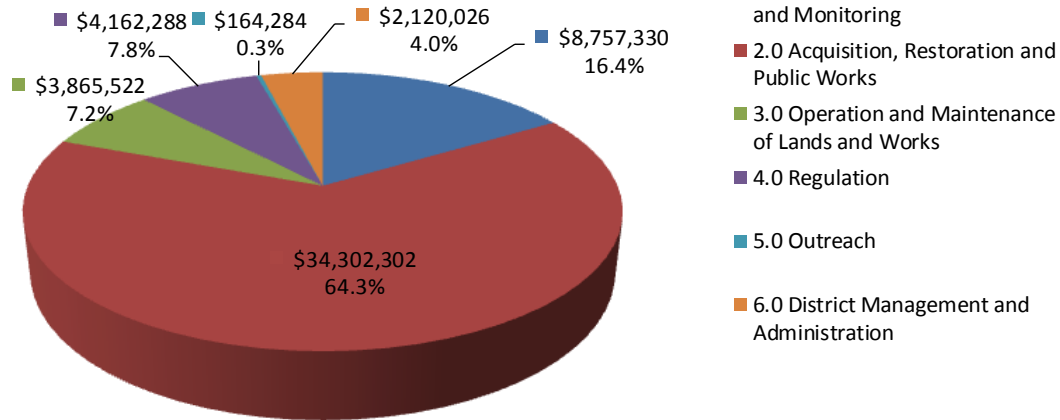
## 5. Three-Year Use of Funds by Program

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PRELIMINARY BUDGET - Fiscal Year 2015-2016 EXPENDITURES BY PROGRAM

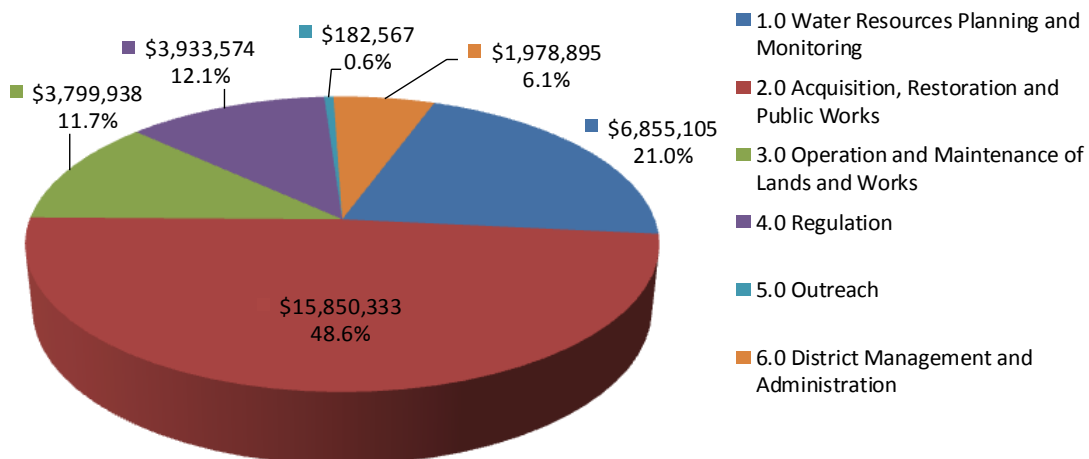
#### Fiscal Year 2013-14 (Actual-Non-Final)



#### Fiscal Year 2014-15 (Adopted Budget)



#### Fiscal Year 2015-16 (Preliminary Budget)



# Program and Activity Allocations

## 6. Major Use of Funds Variances

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT THREE-YEAR EXPENDITURE SUMMARY BY PROGRAM

Fiscal Years 2013-14 (Actual-Non-Final) 2014-15 (Current-Amended) 2015-16 (Preliminary)

#### PRELIMINARY BUDGET - Fiscal Year 2015-2016

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
<b>1.0 Water Resources Planning and Monitoring</b>	<b>\$2,469,337</b>	<b>\$3,725,759</b>	<b>\$8,757,330</b>	<b>\$6,855,105</b>	<b>-\$1,902,225</b>	<b>-21.7%</b>
1.1 - District Water Management Planning	563,828	1,558,482	2,972,483	2,895,486	-76,997	-2.6%
1.1.1 Water Supply Planning	142,005	148,436	96,789	105,086	8,297	8.6%
1.1.2 Minimum Flows and Levels	251,882	681,012	2,378,210	2,151,160	-227,050	-9.5%
1.1.3 Other Water Resources Planning	169,941	729,034	497,484	639,240	141,756	28.5%
1.2 - Research, Data Collection, Analysis and Monitoring	587,624	664,455	1,348,048	938,496	-409,552	-30.4%
1.3 - Technical Assistance	1,315,720	1,388,487	3,897,009	2,637,251	-1,259,758	-32.3%
1.4 - Other Water Resources Planning and Monitoring Activities	0	0	0	0	0	
1.5 - Technology and Information Services	2,165	114,335	539,790	383,872	-155,918	-28.9%
<b>2.0 Acquisition, Restoration and Public Works</b>	<b>\$2,745,571</b>	<b>\$9,362,419</b>	<b>\$34,302,302</b>	<b>\$15,850,333</b>	<b>-\$18,451,969</b>	<b>-53.8%</b>
2.1 - Land Acquisition	43,808	25,755	45,165	64,335	19,170	42.4%
2.2 - Water Source Development	545,590	6,034,709	15,421,696	6,488,355	-8,933,341	-57.9%
2.2.1 Water Resource Development Projects	184,531	102,185	388,494	650,786	262,292	67.5%
2.2.2 Water Supply Development Assistance	361,059	5,932,524	15,033,202	5,837,569	-9,195,633	-61.2%
2.2.3 Other Water Source Development Activities	0	0	0	0	0	
2.3 - Surface Water Projects	2,152,968	2,275,764	16,466,815	8,693,651	-7,773,164	-47.2%
2.4 - Other Cooperative Projects	0	0	0	0	0	
2.5 - Facilities Construction and Major Renovations	0	250,176	380,000	240,000	-140,000	-36.8%
2.6 - Other Acquisition and Restoration Activities	1,513	727,508	1,757,287	187,500	-1,569,787	-89.3%
2.7 - Technology and Information Services	1,692	48,507	231,339	176,492	-54,847	-23.7%
<b>3.0 Operation and Maintenance of Lands and Works</b>	<b>\$2,765,509</b>	<b>\$2,879,809</b>	<b>\$3,865,522</b>	<b>\$3,799,938</b>	<b>-\$65,584</b>	<b>-1.7%</b>
3.1 - Land Management	2,382,979	2,169,688	2,931,287	2,895,662	-35,625	-1.2%
3.2 - Works	6,392	1,222	11,218	7,091	-4,127	-36.8%
3.3 - Facilities	312,060	346,680	313,949	347,362	33,413	10.6%
3.4 - Invasive Plant Control	0	0	0	0	0	
3.5 - Other Operation and Maintenance Activities	0	0	0	0	0	
3.6 - Fleet Services	30,250	82,278	45,911	47,911	2,000	4.4%
3.7 - Technology and Information Services	33,828	279,941	563,157	501,912	-61,245	-10.9%
<b>4.0 Regulation</b>	<b>\$2,968,755</b>	<b>\$3,244,516</b>	<b>\$4,162,288</b>	<b>\$3,933,574</b>	<b>-\$228,714</b>	<b>-5.5%</b>
4.1 - Consumptive Use Permitting	574,950	550,118	659,885	674,117	14,232	2.2%
4.2 - Water Well Construction Permitting and Contractor Licensing	701,786	637,776	720,292	735,994	15,702	2.2%
4.3 - Environmental Resource and Surface Water Permitting	1,665,714	1,294,673	1,489,084	1,453,276	-35,808	-2.4%
4.4 - Other Regulatory and Enforcement Activities	16,272	342,237	344,774	372,498	27,724	8.0%
4.5 - Technology and Information Services	10,033	419,712	948,253	697,689	-250,564	-26.4%
<b>5.0 Outreach</b>	<b>\$121,091</b>	<b>\$135,950</b>	<b>\$164,284</b>	<b>\$182,567</b>	<b>\$18,283</b>	<b>11.1%</b>
5.1 - Water Resource Education	0	0	0	0	0	
5.2 - Public Information	117,966	132,098	153,534	172,292	18,758	12.2%
5.3 - Public Relations	0	0	0	0	0	
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	3,125	3,852	10,750	10,275	-475	-4.4%
5.5 - Other Outreach Activities	0	0	0	0	0	
5.6 - Technology and Information Services	0	0	0	0	0	
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$11,070,263</i>	<i>\$19,348,453</i>	<i>\$51,251,726</i>	<i>\$30,621,517</i>	<i>-\$20,630,209</i>	<i>-40.3%</i>
<b>6.0 District Management and Administration</b>	<b>\$1,900,404</b>	<b>\$2,409,067</b>	<b>\$2,120,026</b>	<b>\$1,978,895</b>	<b>-\$141,131</b>	<b>-6.7%</b>
6.1 - Administrative and Operations Support	1,849,965	2,349,067	2,060,026	1,918,895	-141,131	-6.9%
6.1.1 - Executive Direction	525,111	634,748	623,511	660,634	37,123	6.0%
6.1.2 - General Counsel / Legal	0	0	0	0	0	
6.1.3 - Inspector General	0	0	0	0	0	
6.1.4 - Administrative Support	691,290	727,722	859,231	820,222	-39,009	-4.5%
6.1.5 - Fleet Services	0	0	0	0	0	
6.1.6 - Procurement / Contract Administration	0	0	0	0	0	
6.1.7 - Human Resources	88,283	97,481	112,601	114,563	1,962	1.7%
6.1.8 - Communications	0	0	0	0	0	
6.1.9 - Technology and Information Services	545,281	889,116	464,683	323,476	-141,207	-30.4%
6.2 - Computer/Computer Support	0	0	0	0	0	
6.3 - Reserves	0	0	0	0	0	
6.4 - Other - (Tax Collector / Property Appraiser Fees)	50,439	60,000	60,000	60,000	0	0.0%
<b>TOTAL</b>	<b>\$12,970,667</b>	<b>\$21,757,520</b>	<b>\$53,371,752</b>	<b>\$32,600,412</b>	<b>-\$20,771,340</b>	<b>-38.9%</b>

## Program and Activity Allocations

### **1.0 Water Resources Planning and Monitoring**

FY 2015-2016 funding is \$6,855,105, a net decrease of approximately 21.7 percent from FY 2014-2015. This decrease primarily reflects completion of coastal flood analysis for six coastal counties (from Gulf to Escambia counties), during FY 2014-2015.

### **2.0 Acquisition, Restoration and Public Works**

FY 2015-2016 funding is \$15,850,333, a 53.8 percent decrease from FY 2014-2015. The overall decrease of \$18,451,969 mostly consists of a \$16,547,700 reduction in Interagency Expenditures, reflecting completion of cooperative and grant-funded water supply development assistance and watershed restoration projects. Additional reductions reflect completion of spring and stream bank restoration projects.

The budget for this program includes \$250,000 in carryover funding provided by the FY 2013-2014 General Appropriations Act and \$600,000 from previously appropriated funds from the Ecosystem Management and Restoration Trust Fund for Apalachicola River and Bay and St. Andrew Bay. These funds continue to support local government water quality improvement projects and additional watershed protection and restoration activities. It is expected that stormwater retrofit projects will continue to be a District priority, with the objective of improving water quality and flood protection. An additional \$368,447 in Florida Forever funding is also carried forward to complete stormwater retrofit projects.

This program's budget also includes a total investment in spring restoration and protection projects of \$5,826,793. A large portion of this funding is for newly appropriated springs restoration projects throughout the region due to funds recommended by the Governor and appropriated by the Legislature during the 2014 Legislative Session. From this appropriation to the DEP, the District will fund projects to improve conditions in Wakulla Springs, Jackson Blue Spring, and springs associated with the Holmes Creek and Econfinia Creek systems.

Williford Spring restoration and protection activities will be completed in FY 2014-2015, but \$5,000 has been allocated in the FY 2015-2016 Preliminary Budget to replace landscape plants that may die during the site's 12-month stabilization and plant grow-in period. In addition, the FY 2015-2016 Preliminary Budget includes \$32,500 to complete a cooperative project with Washington County for streambank restoration and protection, including public access and recreational enhancements at Spurling Landing along the Holmes Creek WMA. Streambank restoration and protection activities began in December 2014 at Live Oak and Hightower Springs Landings and are scheduled to be completed at Spurling Landing during FY 2015-2016.

Major construction/renovation improvements and repairs have been ongoing since FY 2013-2014 at the District's Headquarters office complex consisting of four buildings located near Midway. In FY 2014-2015, funds were also provided to update and expand the District's Lands Division forestry facility in Youngstown. These renovations are to accommodate a transfer of Lands staff currently located at the Marianna field office. Use of the Marianna field office will be discontinued resulting in long-term cost savings.

## Program and Activity Allocations

The FY 2015-2016 Preliminary Budget for facility construction and major renovation proposes a decrease of \$140,000 with the goal of completing the Youngstown facility renovations and closing the Marianna office by the end of this fiscal year.

### **3.0 Operation and Maintenance of Lands and Works**

This program's FY 2015-2016 Preliminary Budget is \$3,799,938, a 1.7 percent decrease from the FY 2014-2015 Current-Amended Budget of \$3,865,522. This small decrease is primarily due to fewer needs in Contracted Services for aerial ignition prescribed fire activities and road and bridge repair supplies. There was also a decreased need in Fixed Capital Outlay for spring-related restoration activities, i.e., continuing streambank restoration and protection activities (materials only) slated in FY 2015-2016 at various sites within the Econfina Creek and Holmes Creek WMAs, subject to engineering design and receipt of necessary permits.

Included in this program is the District Headquarters facility budget, which includes additional funds to update a nearly 20-year old fire alarm system, cover annual sewer service after having been connected to the public sewer system in FY 2014-2015, and for building insurance costs.

Program 3.0 also has an increase of \$24,583 over the FY 2014-2015 Current-Amended Budget for the purchase of computer hardware and surveying and measuring equipment and contractual services for the continuation (Phase III) of a lands management database (\$191,326). This database will not only continue to track the inventory of pine forest resources but will also inventory the accessible mixed bottomland hardwood forest stands within the District's Eastern, Central and Western Land Management Regions. This will include the Apalachicola, Chipola, Choctawhatchee, Yellow and Escambia River WMAs, which will provide for the effective and efficient management of District lands. Specifically, this will maximize the long-term growth and yield of mixed hardwood timber resources for potential revenue generation purposes which will help fund the District's land management program (see Activity 3.7).

### **4.0 Regulation**

This program's FY 2015-2016 Preliminary Budget of \$3,933,574 is 5.5 percent less than FY 2014-2015. This decrease is due primarily to reductions in Contracted Services of 55.4 percent (\$151,450) related to the implementation of new technology to improve customer service and increase staff efficiency. The Regulatory Services Division is on schedule to be almost fully integrated and automated using the e-Permitting and e-Regulatory database system by the end FY 2014-2015. The Division is also anticipating a reduction in Operating Capital Outlay of 48.5 percent (\$75,970) including computer software, equipment, and hardware due to the completion of upgrades related to the new systems by the end of FY 2014-2015.

### **5.0 Outreach**

This program's FY 2015-2016 Preliminary Budget is \$182,567, an 11.1 percent increase from the FY 2014-2015 Current-Amended Budget of \$164,284. This program funds a Communications Director and Communications Coordinator as well as the operational

## Program and Activity Allocations

expenses for conducting the outreach efforts of the District. The increase reflects the default amount for benefits of about \$20,000 that was added to an existing vacancy (previous incumbent had waived health insurance coverage). Operating expenses reduced by \$2,025, mostly due to discontinuing a subscription to Florida Administrative Code hardcopies.

### **6.0 District Management and Administration**

This program's FY 2015-2016 Preliminary Budget is \$1,978,895, a 6.7 percent decrease from the FY 2014-2015 Current-Amended Budget of \$2,120,026. This program funds the Governing Board, Executive Director, Information Technology, Human Resources, and Finance functions of the District. The majority of the decrease is due to the removal of FY 2014-2015 non-recurring Information Technology funding.

### **Districtwide Information Technology**

The District is proposing a recurring expenditure on IT for FY 2015-2016 of \$1,892,115, which is \$688,364 less than budgeted in FY 2014-2015. Over the past two fiscal years the District has made a significant investment in technology improvements. New systems have been implemented in asset, fleet, contract, project and document management. A new external website, Intranet site, online reservation system, social media sites, and hydrologic software have been implemented. Significant investments and upgrades in server, network, database and desktop technologies have also been completed. Going forward, the District will utilize and maintain this technology to provide solutions that meet the business needs of the organization. Hardware and software will be maintained or replaced as needed to ensure capacity, performance, and adherence to support requirements are met.

In addition, the District continues to maximize and leverage existing technology to provide better service at a reduced cost to the organization. Increased functionality will be delivered for document management, contract management, project management, geographic information systems, extended web functionality on the District's website, and automation for several manual processes. In addition, some outsourced web based technology will be integrated into the District's external website reducing the cost for hosting and supporting these technologies. Several technologies will be upgraded with newer versions of existing software in order to be compliant with best practices, security and warranty/support agreements.

The greatest process innovation for compliance and permitting is the acquisition and implementation of the e-Permitting and e-Regulatory database applications from the St. Johns River WMD. This database will encompass all application, evaluation, permitting and compliance actions for Environmental Resource Permitting (ERP), Consumptive Use Permitting (CUP), and Well Construction for the Division. It is expected to be in operational status by mid 2015. These numerous process changes continue to allow our staff to focus on their core responsibilities and work with greater efficiency levels while enhancing customer services and communication. The new database will replace several District legacy applications, thereby reducing the overhead cost of support and providing a significant increase in functionality to District staff and permit applicants.

## Program and Activity Allocations

### D. Program Definitions, Descriptions and Budget

The following section provides definitions and descriptions by program as previously defined by the EOG. Each program has five segments, including Program Definitions; District Definitions; Changes and Trends; Major Budget Items; and Budget Variances. It should be noted that the budget variances segment compares the FY 2014-2015 Current-Amended Budget with the FY 2015-2016 Preliminary Budget.

Programs with a minor variance are generally considered to be within an allowable margin and do not include a detailed explanation. A more detailed description is provided for programs with a significant budget variance. There are numerous variances resulting from the reallocation of staff resources and expenditures across program areas to more accurately align costs and provide resources for priority activities. Personnel information for all six program areas is also summarized on the following pages.

Due to a relatively low ad valorem millage rate and subsequently small amount of revenue collected in proportion to the total budget, it is necessary for the District to use all sources of revenue to fund the administrative support activities. All program activities that have salaries and benefits in their budget transfer a portion of the revenue collected to the administrative activities. The transfers-out, if presented in the budget, would overstate the requested expenditure budget as they provide authority for the transfer of cash from one fund to another. For the same reason, the transfers-in are not presented in the budget as they are revenue received by another fund being transferred to the General Fund. Including the transfers-in would overstate the available resources of the District.

Because of the required transfers, the revenue and expenditures presented in the following program and activity spreadsheets will not be balanced. Programs that are transferring funds out will have higher revenue receipts than the expenditure budget and programs receiving the transfer will show lower revenue than the expenditure budget. No revenue will appear in the following charts for activities funded totally by transfers.

<b><u>Expenditure Category</u></b>	<b><u>Budget</u></b>	<b><u>Funds</u></b>	<b><u>Difference</u></b>
Salaries and Benefits	8,321,668	7,245,314	(1,076,354)
Other Personal Services	371,359	359,027	(12,332)
Contracted Services	7,776,871	7,612,255	(164,616)
Operating Expenses	2,977,722	2,398,991	(578,731)
Operating Capital Outlay	645,277	591,484	(53,793)
Fixed Capital Outlay	377,500	377,500	0
Interagency Expenditures (Cooperative Funding)	12,130,015	12,130,015	0
Interagency Transfers	0	1,885,826	1,885,826
<b>Total</b>	<b><u>32,600,412</u></b>	<b><u>32,600,412</u></b>	<b><u>0</u></b>

# Program and Activity Allocations

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### ALL PROGRAMS

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
1.0 Water Resources Planning and Monitoring	\$ 3,487,264	\$ 2,469,337	\$ 3,725,759	\$ 8,757,330	\$ 6,855,105	\$ (1,902,225)	-21.7%
2.0 Acquisition, Restoration and Public Works	\$ 8,544,668	\$ 2,745,571	\$ 9,362,419	\$ 34,302,302	\$ 15,850,333	\$ (18,451,969)	-53.8%
3.0 Operation and Maintenance of Lands and Works	\$ 4,677,233	\$ 2,765,509	\$ 2,879,809	\$ 3,865,522	\$ 3,799,938	\$ (65,584)	-1.7%
4.0 Regulation	\$ 4,396,516	\$ 2,968,755	\$ 3,244,516	\$ 4,162,288	\$ 3,933,574	\$ (228,714)	-5.5%
5.0 Outreach	\$ 92,538	\$ 121,091	\$ 135,950	\$ 164,284	\$ 182,567	\$ 18,283	11.1%
6.0 District Management and Administration	\$ 5,508,469	\$ 1,900,404	\$ 2,409,067	\$ 2,120,026	\$ 1,978,895	\$ (141,131)	-6.7%
<b>TOTAL</b>	<b>\$ 26,706,688</b>	<b>\$ 12,970,667</b>	<b>\$ 21,757,520</b>	<b>\$ 53,371,752</b>	<b>\$ 32,600,412</b>	<b>\$ (20,771,340)</b>	<b>-38.9%</b>

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 8,999,478	\$ 7,026,076	\$ 7,612,896	\$ 8,123,975	\$ 8,321,668	\$ 197,693	2.4%
Other Personal Services	\$ 150,238	\$ 155,602	\$ 248,761	\$ 365,324	\$ 371,359	\$ 6,035	1.7%
Contracted Services	\$ 6,886,395	\$ 2,683,297	\$ 3,477,363	\$ 10,029,567	\$ 7,776,871	\$ (2,252,696)	-22.5%
Operating Expenses	\$ 3,075,909	\$ 2,036,653	\$ 2,101,638	\$ 3,326,695	\$ 2,977,722	\$ (348,973)	-10.5%
Operating Capital Outlay	\$ 278,548	\$ 228,632	\$ 506,167	\$ 1,103,476	\$ 645,277	\$ (458,199)	-41.5%
Fixed Capital Outlay	\$ 6,250,145	\$ 47,587	\$ 867,926	\$ 1,745,000	\$ 377,500	\$ (1,367,500)	-78.4%
Interagency Expenditures (Cooperative Funding)	\$ 1,065,975	\$ 792,820	\$ 6,942,769	\$ 28,677,715	\$ 12,130,015	\$ (16,547,700)	-57.7%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL</b>	<b>\$ 26,706,688</b>	<b>\$ 12,970,667</b>	<b>\$ 21,757,520</b>	<b>\$ 53,371,752</b>	<b>\$ 32,600,412</b>	<b>\$ (20,771,340)</b>	<b>-38.9%</b>

#### SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 3,118,176	\$ 1,043,044	\$ -	\$ 67,349	\$ 2,524,837	\$ 491,908	\$ 7,245,314
Other Personal Services	\$ 44,750	\$ 39,103	\$ -	\$ 2,127	\$ 269,389	\$ 3,658	\$ 359,027
Contracted Services	\$ 830,420	\$ 903,969	\$ -	\$ 200	\$ 3,674,381	\$ 2,203,285	\$ 7,612,255
Operating Expenses	\$ 590,536	\$ 1,142,094	\$ -	\$ 30,319	\$ 591,347	\$ 44,695	\$ 2,398,991
Operating Capital Outlay	\$ 193,545	\$ 261,221	\$ -	\$ 20,800	\$ 109,518	\$ 6,400	\$ 591,484
Fixed Capital Outlay	\$ 25,000	\$ 202,500	\$ -	\$ -	\$ 150,000	\$ -	\$ 377,500
Interagency Expenditures (Cooperative Funding)	\$ 8,000	\$ 5,899,797	\$ -	\$ -	\$ 6,222,218	\$ -	\$ 12,130,015
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intra-agency Transfers	\$ 759,364	\$ 567,435	\$ -	\$ 17,648	\$ 498,737	\$ 42,642	\$ 1,885,826
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 5,569,791</b>	<b>\$ 10,059,163</b>	<b>\$ -</b>	<b>\$ 138,443</b>	<b>\$ 14,040,427</b>	<b>\$ 2,792,588</b>	<b>\$ 32,600,412</b>

#### RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	101.0	\$ 5,915,315	\$ 8,265,807	\$ 55,861	\$ 8,321,668
Other Personal Services	9.0	\$ 302,910	\$ 371,359	\$ -	\$ 371,359
Contracted Services	-	\$ -	\$ 5,383,671	\$ 2,393,200	\$ 7,776,871
Operating Expenses			\$ 2,794,322	\$ 183,400	\$ 2,977,722
Operating Capital Outlay			\$ 403,277	\$ 242,000	\$ 645,277
Fixed Capital Outlay			\$ -	\$ 377,500	\$ 377,500
Interagency Expenditures (Cooperative Funding)			\$ 169,125	\$ 11,960,890	\$ 12,130,015
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
<b>TOTAL</b>			<b>\$ 17,387,561</b>	<b>\$ 15,212,851</b>	<b>\$ 32,600,412</b>

#### WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Preliminary) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	115.0	105.0	101.0	101.0	101.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	17.0	15.0	10.0	9.0	9.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
<b>TOTAL WORKFORCE</b>	<b>132.0</b>	<b>120.0</b>	<b>111.0</b>	<b>110.0</b>	<b>110.0</b>	<b>0.0</b>	<b>0.00%</b>



# Program and Activity Allocations

Northwest Florida Water Management District  
NEW ISSUES - REDUCTION SUMMARY  
Fiscal Year 2015-16  
Preliminary Budget - January 15, 2015

	1.0 Water Resources Planning and Monitoring	2.0 Acquisition, Restoration and Public Works	3.0 Operation and Maintenance of Lands and Works	4.0 Regulation	5.0 Outreach	6.0 District Management and Administration	TOTAL
Reductions							
Salaries and Benefits	0	71,455	0	52,729	0	0	124,184
Other Personal Services	0	0	5,757	0	0	3,168	8,925
Contracted Services	1,637,757	440,703	130,586	151,450	0	82,450	2,442,946
Operating Expenses	95,929	111,339	161,478	53,633	2,025	47,292	471,696
Operating Capital Outlay	408,507	16,464	51,960	75,970	0	44,298	597,199
Fixed Capital Outlay	0	1,302,500	65,000	0	0	0	1,367,500
Interagency Expenditures (Cooperative Funding)	0	16,547,700	0	0	0	0	16,547,700
Reserves - Emergency Response	0	0	0	0	0	0	0
	2,142,193	18,490,161	414,781	333,782	2,025	177,208	

New Issues							
Salaries and Benefits	175,048	19,170	9,397	77,776	20,308	20,178	321,877
Other Personal Services	2,420	9,022	0	3,518	0	0	14,960
Contracted Services	0	0	181,750	0	0	8,500	190,250
Operating Expenses	0	0	91,550	23,774	0	7,399	122,723
Operating Capital Outlay	62,500	10,000	66,500	0	0	0	139,000
Fixed Capital Outlay	0	0	0	0	0	0	0
Interagency Expenditures (Cooperative Funding)	0	0	0	0	0	0	0
Reserves - Emergency Response	0	0	0	0	0	0	0
	239,968	38,192	349,197	105,068	20,308	36,077	

	1.0 Water Resources Planning and Monitoring	2.0 Acquisition, Restoration and Public Works	3.0 Operation and Maintenance of Lands and Works	4.0 Regulation	5.0 Outreach	6.0 District Management and Administration	TOTAL
NET CHANGE							
Salaries and Benefits	175,048	(52,285)	9,397	25,047	20,308	20,178	197,693
Other Personal Services	2,420	9,022	(5,757)	3,518	0	(3,168)	6,035
Contracted Services	(1,637,757)	(440,703)	51,164	(151,450)	0	(73,950)	(2,252,696)
Operating Expenses	(95,929)	(111,339)	(69,928)	(29,859)	(2,025)	(39,893)	(348,973)
Operating Capital Outlay	(346,007)	(6,464)	14,540	(75,970)	0	(44,298)	(458,199)
Fixed Capital Outlay	0	(1,302,500)	(65,000)	0	0	0	(1,367,500)
Interagency Expenditures (Cooperative Funding)	0	(16,547,700)	0	0	0	0	(16,547,700)
Reserves - Emergency Response	0	0	0	0	0	0	0
	(1,902,225)	(18,451,969)	(65,584)	(228,714)	18,283	(141,131)	(20,771,340)

# Program and Activity Allocations

## Water Resources Planning and Monitoring (Program 1.0)

This program area includes all water management planning, including water supply planning; other water resources planning; development of MFLs; research, data collection, analysis and monitoring; and technical assistance including local and regional plan and program review.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

Fiscal Year 2011-12 (Actual-Audited)

#### 1.0 Water Resources Planning and Monitoring

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 1,062,619	\$ 1,360,739	\$ 1,632,805	\$ 1,838,942	\$ 2,013,990	\$ 175,048	9.5%
Other Personal Services	\$ 27,779	\$ 19,281	\$ 12,702	\$ 20,839	\$ 23,259	\$ 2,420	11.6%
Contracted Services	\$ 1,776,454	\$ 826,050	\$ 1,606,610	\$ 5,755,601	\$ 4,117,844	\$ (1,637,757)	-28.5%
Operating Expenses	\$ 104,594	\$ 179,668	\$ 236,423	\$ 471,646	\$ 375,717	\$ (95,929)	-20.3%
Operating Capital Outlay	\$ 188,814	\$ 83,599	\$ 187,219	\$ 620,302	\$ 274,295	\$ (346,007)	-55.8%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interagency Expenditures (Cooperative Funding)	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL</b>	<b>\$ 3,210,260</b>	<b>\$ 2,469,337</b>	<b>\$ 3,725,759</b>	<b>\$ 8,757,330</b>	<b>\$ 6,855,105</b>	<b>\$ (1,902,225)</b>	<b>-21.7%</b>

#### SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ -	\$ 641,795	\$ -	\$ 67,349	\$ 841,482	\$ 463,364	\$ 2,013,990
Other Personal Services	\$ -	\$ 4,950	\$ -	\$ 2,127	\$ 12,524	\$ 3,658	\$ 23,259
Contracted Services	\$ -	\$ 89,209	\$ -	\$ 200	\$ 1,825,150	\$ 2,203,285	\$ 4,117,844
Operating Expenses	\$ -	\$ 240,762	\$ -	\$ 30,319	\$ 59,941	\$ 44,695	\$ 375,717
Operating Capital Outlay	\$ -	\$ 188,563	\$ -	\$ 20,800	\$ 58,532	\$ 6,400	\$ 274,295
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 1,453,550</b>	<b>\$ -</b>	<b>\$ 138,443</b>	<b>\$ 3,000,000</b>	<b>\$ 2,756,794</b>	<b>\$ 7,348,787</b>

#### RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	20.0	\$ 1,430,585	\$ 1,971,317	\$ 42,673	\$ 2,013,990
Other Personal Services	1.0	\$ 21,060	\$ 23,259	\$ -	\$ 23,259
Contracted Services	-	\$ -	\$ 3,132,644	\$ 985,200	\$ 4,117,844
Operating Expenses			\$ 375,217	\$ 500	\$ 375,717
Operating Capital Outlay			\$ 211,795	\$ 62,500	\$ 274,295
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ 50,000	\$ -	\$ 50,000
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
<b>TOTAL</b>			<b>\$ 5,764,232</b>	<b>\$ 1,090,873</b>	<b>\$ 6,855,105</b>

#### WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Preliminary) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	19.0	19.0	20.0	20.0	20.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	4.0	1.5	1.0	1.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
<b>TOTAL WORKFORCE</b>	<b>23.0</b>	<b>23.0</b>	<b>21.5</b>	<b>21.0</b>	<b>21.0</b>	<b>0.0</b>	<b>0.00%</b>

## Program and Activity Allocations

### **Changes and Trends**

The District will continue implementating the development of MFLs for Northwest Florida, which began in FY 2012-2013. Staffing for water management planning is budgeted to increase due to providing more technical assistance for interstate management of the ACF basin in light of the recent Supreme Court decision to hear Florida's case against Georgia; efforts associated with an update to the Region II RWSP; and watershed planning activity for additional support for springs restoration, RESTORE ACT, and other state restoration priorities. The decreases in Contracted Services, Operating Expenses, and Other Capital Outlay primarily reflect completion of FEMA coastal flood analysis for six coastal counties (from Gulf to Escambia counties) during FY 2014-2015.

### **Budget Variances**

This program reflects an overall decrease of \$1,902,225 or 21.7 percent mainly due to completed FEMA projects. Salaries and Benefits, however, increased \$175,048 or 9.5 percent due to ACF technical assistance, elevated water supply planning efforts, and expanded support for prioritizing watershed restoration projects associated with the federal RESTORE Act. Reductions in Contractual Services (\$1,637,757 or 28.5 percent) are primarily due to anticipated completion of several coastal FEMA projects in FY 2014–2015. Operating Expenses (\$95,929 or 20.3 percent) and Other Capital Outlay (\$346,007 or 55.8 percent) are primarily due to anticipated progress in FY 2014–2015 toward establishing key instrumentation and well construction for springs protection monitoring efforts that will facilitate MFL implementation.

### **Major Budget Items**

Major budget items in this program are Contracted Services followed by Salaries and Benefits. Contracted Services is for management consultant activity that is expected to decrease in FY 2015-2016 due to anticipated completion of several coastal FEMA projects. The Salaries and Benefits budget covers several major activities conducted by the District such as MFL development, water supply planning, and technical assistance. Staffing increases in FY 2015-2106 are due to expanded allocation of staff for ACF technical assistance, water supply planning, support for RESTORE Act projects and state restoration priorities, and continuation of the federally funded FEMA map modernization and Risk MAP programs.

Program and Activity Allocations  
Northwest Florida Water Management District  
**REDUCTIONS - NEW ISSUES**  
1.0 Water Resources Planning and Monitoring  
Fiscal Year 2015-16  
Preliminary Budget - January 15, 2015

FY 2014-15 Budget (Current-Amended)			21.00	\$	8,757,330
Reductions					
Issue	Description	Issue Amount	Workforce	Category	Subtotal
Salaries and Benefits					-
		-			
Other Personal Services					
Contracted Services					1,637,757
1	FEMA contractors will complete the coastal flood analysis for Gulf & Escambia Counties in FY 2014-2015	1,426,157			
2	Wakulla Springs monitoring project will be completed in FY 2014-2015	211,600			
Operating Expenses					95,929
3	Expenses reduced to align with prior year costs	95,929			
		-			
Operating Capital Outlay					408,507
4	Reduction and transfer of monitoring equipment budget across projects related to Minimum Flows and Levels activity	61,600			
5	Wakulla Springs monitoring project will be completed in FY 2014-2015	298,400			
6	Decrease in new computer hardware	47,307			
7	Decrease in office equipment needs	1,200			
Fixed Capital Outlay					-
Interagency Expenditures (Cooperative Funding)					-
		-			
		-			
Reserves					-
		-			
		-			
<b>TOTAL REDUCTIONS</b>			<b>0.00</b>		<b>2,142,193</b>

Program and Activity Allocations  
Northwest Florida Water Management District  
**REDUCTIONS - NEW ISSUES**  
1.0 Water Resources Planning and Monitoring  
Fiscal Year 2015-16  
Preliminary Budget - January 15, 2015

FY 2014-15 Budget (Current-Amended)			21.00	\$	8,757,330
New Issues					
Issue	Description	Issue Amount	Workforce	Category	Subtotal
Salaries and Benefits					175,048
1	Realignment of labor costs for watershed projects and hydrologic monitoring work and two full-time staff retirement leave payouts	175,048			
		-			
Other Personal Services					2,420
2	OPS Salaries increased due to additional watershed planning activities	2,420			
		-			
Contracted Services					-
		-			
		-			
		-			
Operating Expenses					-
		-			
		-			
		-			
Operating Capital Outlay					62,500
	Purchase of two replacement field trucks	62,500			
		-			
		-			
Fixed Capital Outlay					-
		-			
		-			
		-			
Interagency Expenditures (Cooperative Funding)					-
		-			
		-			
Reserves					-
		-			
		-			
		-			
TOTAL NEW ISSUES			0.00		239,968
1.0 Water Resources Planning and Monitoring					
Total Workforce and Preliminary Budget for FY 2015-16			21.00	\$	6,855,105

## Program and Activity Allocations

### District Water Management Planning (Activity 1.1)

The District's Strategic Water Management Plan is the Districtwide planning document developed pursuant to section 373.036, F.S. The document encompasses all other levels of water management planning that include, but are not limited to, local and regional water management and water supply planning, MFLs, and other long-term water resource planning efforts.

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 1.1 District Water Management Planning

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 213,942	\$ 434,816	\$ 1,036,166	\$ 922,448	\$ 1,045,214	\$ 122,766	13.3%
Other Personal Services	\$ 10,026	\$ 8,965	\$ 5,509	\$ 10,678	\$ 12,922	\$ 2,244	21.0%
Contracted Services	\$ 44,647	\$ 77,679	\$ 378,793	\$ 1,823,900	\$ 1,713,400	\$ (110,500)	-6.1%
Operating Expenses	\$ 8,606	\$ 15,002	\$ 25,100	\$ 72,657	\$ 43,950	\$ (28,707)	-39.5%
Operating Capital Outlay	\$ 12,503	\$ 27,366	\$ 62,914	\$ 92,800	\$ 30,000	\$ (62,800)	-67.7%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 289,723</b>	<b>\$ 563,828</b>	<b>\$ 1,558,482</b>	<b>\$ 2,972,483</b>	<b>\$ 2,895,486</b>	<b>\$ (76,997)</b>	<b>-2.6%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 436,350	\$ -	\$ -	\$ 2,727,902	\$ -	\$ 3,164,252

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,002,541	\$ 42,673	\$ 1,045,214
Other Personal Services	\$ 12,922	\$ -	\$ 12,922
Contracted Services	\$ 1,713,400	\$ -	\$ 1,713,400
Operating Expenses	\$ 43,950	\$ -	\$ 43,950
Operating Capital Outlay	\$ 30,000	\$ -	\$ 30,000
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ 50,000	\$ -	\$ 50,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 2,852,813</b>	<b>\$ 42,673</b>	<b>\$ 2,895,486</b>

### Changes and Trends

The changes and trends for water management planning reflect those described above for Program 1.0: continued efforts to develop MFLs for Northwest Florida; technical assistance for the state's efforts with respect to the ACF interstate basin; and watershed planning in support of the state's RESTORE Act effort as well as project planning in support of other restoration efforts.

## Program and Activity Allocations

### **Budget Variances**

The primary decreases reflected in the table above are for Contracted Services (6.1 percent), Operating Expenses (39.5 percent), and Operating Capital Outlay (67.7 percent). These reductions reflect reduced need for travel, equipment, and consultant services related to a reprioritization of MFL projects.

### **Major Budget Items**

Major budget items in this activity are Contracted Services for consultant services followed by Salaries and Benefits for MFLs, water supply planning, and watershed planning.

## Program and Activity Allocations

### Water Supply Planning (Subactivity 1.1.1)

The purpose of this activity is to quantify existing and reasonably anticipated water supply needs and sources, and to maximize the beneficial use of those sources for people and natural systems. This includes water supply assessments developed pursuant to section 373.036, F.S., and RWSPs developed pursuant to section 373.709, F.S.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 1.1.1 Water Supply Planning

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 78,449	\$ 134,036	\$ 100,701	\$ 90,204	\$ 97,954	\$ 7,750	8.6%
Other Personal Services	\$ 6,584	\$ 6,406	\$ 2,583	\$ 2,585	\$ 2,982	\$ 397	15.4%
Contracted Services	\$ 44	\$ 403	\$ 43,408	\$ 1,200	\$ 1,200	\$ -	0.0%
Operating Expenses	\$ 1,588	\$ 1,160	\$ 1,744	\$ 2,800	\$ 2,950	\$ 150	5.4%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 86,665</b>	<b>\$ 142,005</b>	<b>\$ 148,436</b>	<b>\$ 96,789</b>	<b>\$ 105,086</b>	<b>\$ 8,297</b>	<b>8.6%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 130,724	\$ -	\$ -	\$ -	\$ -	\$ 130,724

### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 97,954	\$ -	\$ 97,954
Other Personal Services	\$ 2,982	\$ -	\$ 2,982
Contracted Services	\$ 1,200	\$ -	\$ 1,200
Operating Expenses	\$ 2,950	\$ -	\$ 2,950
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 105,086</b>	<b>\$ -</b>	<b>\$ 105,086</b>

### Changes and Trends

Expenditures planned for water supply planning continue at a level comparable to that budgeted in FY 2014-2015. The Preliminary Budget reflects minor increases in Salaries and Benefits, Other Personal Services, and Operating Expenses to support water supply planning, with supporting data collection and analysis.



## Program and Activity Allocations

### **Budget Variances**

Increased expenditures for Salaries and Benefits (8.6 percent) and Other Personal Services (15.4 percent) reflect enhanced data analysis in support of improved long-term water supply planning and the salaries and benefits associated with those activities.

### **Major Budget Items**

Salaries and Benefits make up the majority of this activity at \$97,954. Areas of focus will include updating water use data and analysis developed through the most recent WSA, developing an annual water use report, and preliminary planning in preparation for the next update to the Region II RWSP. The District will also continue water use data collection and analysis to support reporting on important statewide water use metrics, as well as identification of emerging challenges and opportunities.

## Program and Activity Allocations

### Minimum Flows and Levels (Subactivity 1.1.2)

The foundation of the development of minimum surface and groundwater levels and surface water flows is established in section 373.042, F.S., to protect water resources from significant harm.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 1.1.2 Minimum Flows and Levels

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 54,062	\$ 138,307	\$ 265,291	\$ 417,524	\$ 388,667	\$ (28,857)	-6.9%
Other Personal Services	\$ 1,871	\$ 2,245	\$ 1,016	\$ 3,579	\$ 1,193	\$ (2,386)	-66.7%
Contracted Services	\$ 44,603	\$ 77,258	\$ 335,385	\$ 1,821,200	\$ 1,711,200	\$ (110,000)	-6.0%
Operating Expenses	\$ 1,278	\$ 6,706	\$ 16,406	\$ 44,307	\$ 20,100	\$ (24,207)	-54.6%
Operating Capital Outlay	\$ 12,503	\$ 27,366	\$ 62,914	\$ 91,600	\$ 30,000	\$ (61,600)	-67.2%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 114,316</b>	<b>\$ 251,882</b>	<b>\$ 681,012</b>	<b>\$ 2,378,210</b>	<b>\$ 2,151,160</b>	<b>\$ (227,050)</b>	<b>-9.5%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 9,182	\$ -	\$ -	\$ 2,241,002	\$ -	\$ 2,250,184

### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 379,485	\$ 9,182	\$ 388,667
Other Personal Services	\$ 1,193	\$ -	\$ 1,193
Contracted Services	\$ 1,711,200	\$ -	\$ 1,711,200
Operating Expenses	\$ 20,100	\$ -	\$ 20,100
Operating Capital Outlay	\$ 30,000	\$ -	\$ 30,000
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 2,141,978</b>	<b>\$ 9,182</b>	<b>\$ 2,151,160</b>

### Changes and Trends

Work planned for FY 2015-2016 includes continued data collection, ecological assessments, and the development of surface and groundwater flow models for the St. Marks River Rise, Wakulla Springs, and Sally Ward Spring system; continued data collection and technical assessments for Jackson Blue Spring; and the initiation of water quality sampling and analysis of the saltwater interface to support the development of MFLs for the coastal Floridan aquifer in Planning Region II.

## Program and Activity Allocations

### **Budget Variances**

The decreases are reductions in Contracted Services (6.0 percent), Operating Expenses (54.6 percent), and OCO (67.2 percent) from FY 2014-2015. These reductions reflect reduced need for travel, equipment, and consultant services related to a reprioritization of MFL projects.

### **Major Budget Items**

The major budget item is Contracted Services (\$1,711,200), which makes up almost 80 percent of the budget for this activity, and pays for consultant contracts in support of MFL projects.

## Program and Activity Allocations

### Other Water Resources Planning (Subactivity 1.1.3)

This subactivity includes water management planning efforts not otherwise captured above, such as comprehensive planning, watershed assessment and plans, SWIM/Basin planning, and feasibility studies.

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 1.1.3 Other Resource Planning

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 81,431	\$ 162,473	\$ 670,174	\$ 414,720	\$ 558,593	\$ 143,873	34.7%
Other Personal Services	\$ 1,571	\$ 314	\$ 1,910	\$ 4,514	\$ 8,747	\$ 4,233	93.8%
Contracted Services	\$ -	\$ 18	\$ -	\$ 1,500	\$ 1,000	\$ (500)	-33.3%
Operating Expenses	\$ 5,740	\$ 7,136	\$ 6,950	\$ 25,550	\$ 20,900	\$ (4,650)	-18.2%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ (1,200)	-100.0%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL</b>	<b>\$ 88,742</b>	<b>\$ 169,941</b>	<b>\$ 729,034</b>	<b>\$ 497,484</b>	<b>\$ 639,240</b>	<b>\$ 141,756</b>	<b>28.5%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 296,444	\$ -	\$ -	\$ 486,900	\$ -	\$ 783,344

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 525,102	\$ 33,491	\$ 558,593
Other Personal Services	\$ 8,747	\$ -	\$ 8,747
Contracted Services	\$ 1,000	\$ -	\$ 1,000
Operating Expenses	\$ 20,900	\$ -	\$ 20,900
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ 50,000	\$ -	\$ 50,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 605,749</b>	<b>\$ 33,491</b>	<b>\$ 639,240</b>

### Changes and Trends

Planned expenditures reflect increases in Salaries and Benefits and Other Personal Services and decreases in Contracted Services, Operating Expenses, and Operating Capital Outlay, as compared with the FY 2014-2015 budget. These expenditures focus on watershed planning and restoration project identification and development, as well as continued technical support for the state's efforts with respect to the ACF basin. Efforts to identify and implement priority watershed restoration projects for SWIM priority waterbodies will further support interagency efforts to protect and restore coastal

## Program and Activity Allocations

watersheds pursuant to the federal RESTORE Act, as well as those intended to address state priorities to improve protection of major spring systems.

### **Budget Variances**

The primary variances reflected are increases in Salaries and Benefits (4.7 percent) and Other Personal Services (93.8 percent) to address an increased effort in project planning and ACF coordination.

### **Major Budget Items**

The major budget items for FY 2015-2016 include \$558,593 in Salaries and Benefits, \$20,900 in Operating Expenses, and \$50,000 in Interagency Expenditures to support accomplishment of previously described priorities, including ACF basin coordination, project planning and development for watershed and springs protection, and interagency RESTORE Act related coordination. Additional related activities include development of annual updates to the Consolidated Annual Report, Florida Forever Work Plan, and Annual Strategic Plan.

## Program and Activity Allocations

### Research, Data Collection, Analysis and Monitoring (Activity 1.2)

This activity supports water management planning, restoration and preservation efforts including water quality monitoring; data collection; and evaluation and research. More specifically, these activities include operation of the District's ground and surface water monitoring networks; hydrologic data collection for water resources development; special projects performed in cooperation with state and federal agencies, local governments and utilities; and data collection, analysis and monitoring associated with the SWIM program as well as regional water supply planning activities.

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 1.2 Research, Data Collection, Analysis and Monitoring

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 383,296	\$ 321,692	\$ 341,431	\$ 408,108	\$ 453,927	\$ 45,819	11.2%
Other Personal Services	\$ 10,989	\$ 9,128	\$ 7,125	\$ 9,366	\$ 10,337	\$ 971	10.4%
Contracted Services	\$ 34,930	\$ 53,435	\$ 88,213	\$ 338,380	\$ 136,980	\$ (201,400)	-59.5%
Operating Expenses	\$ 71,827	\$ 147,136	\$ 140,303	\$ 161,619	\$ 142,577	\$ (19,042)	-11.8%
Operating Capital Outlay	\$ 176,311	\$ 56,233	\$ 87,383	\$ 430,575	\$ 194,675	\$ (235,900)	-54.8%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 677,354</b>	<b>\$ 587,624</b>	<b>\$ 664,455</b>	<b>\$ 1,348,048</b>	<b>\$ 938,496</b>	<b>\$ (409,552)</b>	<b>-30.4%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 420,074	\$ -	\$ 138,443	\$ 272,098	\$ 225,811	\$ 1,056,426

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 453,927	\$ -	\$ 453,927
Other Personal Services	\$ 10,337	\$ -	\$ 10,337
Contracted Services	\$ 136,780	\$ 200	\$ 136,980
Operating Expenses	\$ 142,077	\$ 500	\$ 142,577
Operating Capital Outlay	\$ 132,175	\$ 62,500	\$ 194,675
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 875,296</b>	<b>\$ 63,200</b>	<b>\$ 938,496</b>

### Changes and Trends

Contracted Services and Other Capital Outlay decreased in FY 2015-2016 due to the completion of well construction, monitoring equipment installation, and contracted services associated with a DEP grant for enhanced hydrologic and water quality monitoring of Wakulla Springs and Jackson Blue Spring. Operating Expenses also

## Program and Activity Allocations

decreased, due to anticipated savings from changing the way the District collects data for real-time stormwater monitoring stations from Iridium satellite to Verizon cellular.

### **Budget Variances**

The primary variances between FY 2014-2015 and FY 2015-2016 include an increase in Salaries and Benefits (11.2 percent) and Other Personal Services (10.4 percent), reflecting the transfer of Tate's Hell and Apalachicola monitoring from Activity 2.3.0 and the transfer of general MFL and springs monitoring from Activity 1.1.2. Contracted Services decreased 59.5 percent due to the completion of hydrologic monitoring within this activity. Future monitoring will be budgeted under Activity 1.1.2 (MFLs). The reduction in Operating Expenses (11.8 percent) reflects the change in telemetry services for real-time stormwater monitoring stations from Iridium satellite to Verizon cellular. Operating Capital Outlay has a net decrease of \$235,900 or 54.8 percent. A reduction in equipment needs of \$298,400 from the completion of well construction and instrumentation activities associated with the DEP grant is offset by an increase of \$62,500 for the replacement of two trucks. The trucks are to assist with daily collection of water quality samples and operation of field deployed hydrologic monitoring equipment. Daily activities include frequent off-road use and towing of watercraft and trailers.

### **Major Budget Items**

Major budget items are Salaries and Benefits (\$453,927), Contracted Services (\$136,980), Operating Expenses (\$142,577), and OCO (\$194,675). These provide for the continuation of Districtwide surface water and groundwater monitoring to support MFLs, springs protection, resources assessment, regulatory programs, and emergency management activities.

## Program and Activity Allocations

### Technical Assistance (Activity 1.3)

Technical assistance activities include local, state, tribal and federal planning support, including review of state transportation projects; floodplain management and mapping efforts; assistance to the state Emergency Operations Center; local government comprehensive plan technical assistance; developments of regional impact review; and coastal zone management technical assistance.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 1.3 Technical Assistance

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 454,162	\$ 603,758	\$ 254,787	\$ 355,611	\$ 360,576	\$ 4,965	1.4%
Other Personal Services	\$ 6,745	\$ 1,188	\$ 68	\$ 795	\$ -	\$ (795)	-100.0%
Contracted Services	\$ 1,696,877	\$ 694,936	\$ 1,131,087	\$ 3,497,782	\$ 2,245,000	\$ (1,252,782)	-35.8%
Operating Expenses	\$ 24,162	\$ 15,838	\$ 2,545	\$ 42,821	\$ 31,675	\$ (11,146)	-26.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 2,231,945</b>	<b>\$ 1,315,720</b>	<b>\$ 1,388,487</b>	<b>\$ 3,897,009</b>	<b>\$ 2,637,251</b>	<b>\$ (1,259,758)</b>	<b>-32.3%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 196,096	\$ -	\$ -	\$ -	\$ 2,530,983	\$ 2,727,079

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 360,576	\$ -	\$ 360,576
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 1,260,000	\$ 985,000	\$ 2,245,000
Operating Expenses	\$ 31,675	\$ -	\$ 31,675
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 1,652,251</b>	<b>\$ 985,000</b>	<b>\$ 2,637,251</b>

### Changes and Trends

Contracted Services decreased significantly, reflecting completion of coastal flood analyses for six coastal counties (Gulf County to Escambia County), during FY 2014-2015. Recurring expenses have increased based on a change in interpretation that incorporates cyclical expenses which had previously been shown as non-recurring.



## Program and Activity Allocations

### **Budget Variances**

The reduction in Contracted Services (36 percent) reflects completion of coastal flood analyses for six coastal counties during FY 2014-2015. Operating Expenses decreased (26 percent) due to a reduced need for staff travel and other program expenses. The minor increase in Salaries and Benefits and decrease in Other Personal Services reflect a continuing level of effort to implement the Risk MAP program in Northwest Florida.

### **Major Budget Items**

The major budget items are Salaries and Benefits (\$360,576) and Contracted Services (\$2,245,000). Consultants with expertise in a wide range of floodplain mapping activities including mapping needs assessment, project scoping, engineering analysis, floodplain delineation, DFIRM production, preliminary and post-preliminary DFIRM processing, outreach, GIS application development and maintenance, and intergovernmental coordination are contracted to assist the District in developing a fully integrated floodplain mapping program. The Contracted Services primarily support continued implementation of the District's flood hazard mapping, assessment and planning initiatives through Risk MAP and the updating of coastal flood maps using the updated coastal flood analysis.

Both the Flood Information Portal and public LiDAR data websites will be maintained over the coming year to provide flood maps and detailed topographic/elevation information to the public. Other ongoing efforts provided for under Activity 1.3 include recurring emergency management support and intergovernmental coordination and technical assistance activities.

# Program and Activity Allocations

## Technology and Information Services (Activity 1.5)

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 1.5 Technology and Information Services

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 11,219	\$ 473	\$ 421	\$ 152,775	\$ 154,273	\$ 1,498	1.0%
Other Personal Services	\$ 19	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ 8,517	\$ 95,539	\$ 22,464	\$ (73,075)	-76.5%
Operating Expenses	\$ -	\$ 1,692	\$ 68,475	\$ 194,549	\$ 157,515	\$ (37,034)	-19.0%
Operating Capital Outlay	\$ -	\$ -	\$ 36,922	\$ 96,927	\$ 49,620	\$ (47,307)	-48.8%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 11,239	\$ 2,165	\$ 114,335	\$ 539,790	\$ 383,872	\$ (155,918)	-28.9%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 401,030	\$ -	\$ -	\$ -	\$ -	\$ 401,030

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 154,273	\$ -	\$ 154,273
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 22,464	\$ -	\$ 22,464
Operating Expenses	\$ 157,515	\$ -	\$ 157,515
Operating Capital Outlay	\$ 49,620	\$ -	\$ 49,620
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 383,872	\$ -	\$ 383,872

#### Changes and Trends

Significant investments were made in technology improvements in FY 2014-2015. The reductions proposed in FY 2015-2016 reflect the nonrecurring nature of hardware and

## Program and Activity Allocations

software purchases so that the focus has transitioned to maintenance and less costly upgrades, development, and replacements.

### **Budget Variances**

The FY 2015-2016 Preliminary Budget reflects the improved allocation of recurring IT costs related to the program areas and the need to support existing technologies, which requires both software and hardware to maintain services and infrastructure to support District business needs. Decreases across Contracted Services (76.5 percent), Operating Expenses (19.0 percent), and Operating Capital Outlay (48.8 percent) are due to nonrecurring costs in FY 2014-2015. Specifically, Contracted Services decreased due to completed projects, including no more consultant fees for external website development, Oracle database upgrade, and SharePoint implementation. Operating Expenses and Operating Capital Outlay decreased due to nonrecurring purchases of desk tops, wireless devices, and monitors (OE), and laptops, servers, and network technologies (OCO).

### **Major Budget Items**

Operating Expenses (\$157,515) followed by Salaries and Benefits (\$154,273) make up the majority of this activity's budget. These costs represent a share of the recurring licensing, software maintenance, and IT staff time associated with IT activities for the District.

# Program and Activity Allocations

## Acquisition, Restoration and Public Works (Program 2.0)

This program includes the development and construction of all capital projects (except for those contained in Program 3.0), including water resource development projects; water supply development assistance; water control projects; support and administrative facilities construction; cooperative projects; land acquisition; and the restoration of lands and waterbodies.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 2.0 Acquisition, Restoration and Public Works

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 779,770	\$ 756,459	\$ 658,670	\$ 748,179	\$ 695,894	\$ (52,285)	-7.0%
Other Personal Services	\$ 20,564	\$ 24,462	\$ 10,199	\$ 14,517	\$ 23,539	\$ 9,022	62.1%
Contracted Services	\$ 878,346	\$ 764,133	\$ 737,388	\$ 2,775,092	\$ 2,334,389	\$ (440,703)	-15.9%
Operating Expenses	\$ 2,399,890	\$ 332,599	\$ 157,866	\$ 493,259	\$ 381,920	\$ (111,339)	-22.6%
Operating Capital Outlay	\$ 9,319	\$ 70,822	\$ 66,791	\$ 41,540	\$ 35,076	\$ (6,464)	-15.6%
Fixed Capital Outlay	\$ -	\$ 15,000	\$ 846,992	\$ 1,610,000	\$ 307,500	\$ (1,302,500)	-80.9%
Interagency Expenditures (Cooperative Funding)	\$ 4,657,450	\$ 782,096	\$ 6,884,523	\$ 28,619,715	\$ 12,072,015	\$ (16,547,700)	-57.8%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL</b>	<b>\$ 8,745,340</b>	<b>\$ 2,745,571</b>	<b>\$ 9,362,419</b>	<b>\$ 34,302,302</b>	<b>\$ 15,850,333</b>	<b>\$ (18,451,969)</b>	<b>-53.8%</b>

#### SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 167,493	\$ 112,643	\$ -	\$ -	\$ 415,758	\$ -	\$ 695,894
Other Personal Services	\$ 17,693	\$ 398	\$ -	\$ -	\$ 5,448	\$ -	\$ 23,539
Contracted Services	\$ 249,082	\$ 279,432	\$ -	\$ -	\$ 1,805,875	\$ -	\$ 2,334,389
Operating Expenses	\$ -	\$ 177,083	\$ -	\$ -	\$ 204,837	\$ -	\$ 381,920
Operating Capital Outlay	\$ -	\$ 19,808	\$ -	\$ -	\$ 15,268	\$ -	\$ 35,076
Fixed Capital Outlay	\$ -	\$ 157,500	\$ -	\$ -	\$ 150,000	\$ -	\$ 307,500
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 5,899,797	\$ -	\$ -	\$ 6,172,218	\$ -	\$ 12,072,015
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 434,268</b>	<b>\$ 6,760,101</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,829,196</b>	<b>\$ -</b>	<b>\$ 16,023,565</b>

#### RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	8.0	\$ 493,058	\$ 695,894	\$ -	\$ 695,894
Other Personal Services	1.0	\$ 21,312	\$ 23,539	\$ -	\$ 23,539
Contracted Services	-	\$ -	\$ 1,152,389	\$ 1,182,000	\$ 2,334,389
Operating Expenses			\$ 267,620	\$ 114,300	\$ 381,920
Operating Capital Outlay			\$ 25,076	\$ 10,000	\$ 35,076
Fixed Capital Outlay			\$ -	\$ 307,500	\$ 307,500
Interagency Expenditures (Cooperative Funding)			\$ 111,125	\$ 11,960,890	\$ 12,072,015
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
<b>TOTAL</b>			<b>\$ 2,275,643</b>	<b>\$ 13,574,690</b>	<b>\$ 15,850,333</b>

#### WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Preliminary) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	12.0	12.0	8.0	8.0	8.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	4.0	1.5	1.0	1.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
<b>TOTAL WORKFORCE</b>	<b>16.0</b>	<b>16.0</b>	<b>9.5</b>	<b>9.0</b>	<b>9.0</b>	<b>0.0</b>	<b>0.00%</b>

## Program and Activity Allocations

### **Changes and Trends**

The most visible change in this program's FY 2015-2016 budget is in cooperative funding expenditures that decreased by \$16,547,700, due to being non-recurring grants. Fixed Capital Outlay decreased by \$1,302,500 to reflect fewer anticipated major construction and renovation projects, both with District facilities and the proposed completion of the Williford Spring Restoration and Protection project and with streambank restoration and protection projects on Holmes Creek in cooperation with Washington County.

Contracted Services under this program are expected to decline during FY 2015-2016 due to a reduction in planned FDOT mitigation tasks. The District does not anticipate having to make additional land purchases for mitigation activities in FY 2015-2016.

While major expenditures have been completed for alternative water supply development projects funded from the Water Protection and Sustainability Program, newly appropriated funding is budgeted to accomplish District and State priorities for protection and restoration of major spring systems. Efforts to accomplish stormwater retrofit and restoration priorities in the Apalachicola and St. Andrew Bay watersheds should be substantially complete; however, continuing expenditures are planned to further implement a water supply development assistance grant program.

### **Budget Variances**

This program reflects an overall decrease of 53.8 percent, the largest variance being the exclusion of non-recurring Cooperative Funds of \$16,547,700. Other variances include a decline in FCO as noted above and in Contracted Services (15.9 percent). The Preliminary Budget reflects completed expenditures for alternative water supply development and spring restoration, as well as substantial completion of planned expenditures for water quality improvement projects in the Apalachicola and St. Andrew Bay watersheds. The decrease also reflects substantial progress of projects to improve conditions in Wakulla Springs, Jackson Blue Spring, and springs associated with the Holmes Creek and Econfinia Creek systems.

### **Major Budget Items**

Continued expenditures for grant funding of \$12,072,015 will help local governments and non-profit utilities achieve water supply development priorities and implement major stormwater retrofit projects, as well as support additional spring restoration and protection priorities as funded by the Legislature. Additionally, budgeted expenditures for Contracted Services (\$2,334,389), Operating Expenses (\$381,920), and Fixed Capital Outlay (\$307,500) will support water resource development and surface water projects, as well as facility renovations.

Program and Activity Allocations  
Northwest Florida Water Management District  
**REDUCTIONS - NEW ISSUES**  
2.0 Acquisition, Restoration and Public Works  
Fiscal Year 2015-16  
Preliminary Budget - January 15, 2015

FY 2014-15 Budget (Current-Amended)			9.00	\$	34,302,302
Reductions					
Issue	Description	Issue Amount	Workforce	Category	Subtotal
Salaries and Benefits					71,455
1	Realignment of labor costs from surface water projects to other water resource projects	71,455			
		-			
Other Personal Services					-
		-			
		-			
Contracted Services					440,703
2	Completion of ground water modeling tasks in Region II	63,416			
3	Williford Springs restoration construction project will be completed in FY 2014-2015	377,287			
		-			
		-			
		-			
Operating Expenses					111,339
4	Completion of surface water projects	63,109			
5	Computer software and equipment	8,230			
6	Midway Headquarters office complex improvements	40,000			
Operating Capital Outlay					16,464
7	Decrease in new computer hardware and printers	16,464			
		-			
Fixed Capital Outlay					1,302,500
8	Completion of Non-Recurring Spring Restoration & Protection Project	820,000			
9	Completion of Non-Recurring Streambank Restoration Project	127,500			
10	Completion of Non-Recurring Streambank Restoration Project	95,000			
11	Partial completion of Non-Recurring Streambank Restoration Project	62,500			
12	Partial completion of Non-Recurring Streambank Restoration Project	87,500			
13	Midway Headquarters office complex improvements	50,000			
14	Econfina Office construction activities	60,000			
Interagency Expenditures (Cooperative Funding)					16,547,700
15	Completion of Water Supply & SWIM grants	16,547,700			
		-			
Debt					-
		-			
		-			
Reserves					-
		-			
		-			
<b>TOTAL REDUCTIONS</b>			0.00		18,490,161

# Program and Activity Allocations

## Northwest Florida Water Management District

### REDUCTIONS - NEW ISSUES

#### 2.0 Acquisition, Restoration and Public Works

Fiscal Year 2015-16

Preliminary Budget - January 15, 2015

New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				19,170
1	Salary and benefit rate adjustments	19,170		
		-		
Other Personal Services				9,022
2	Realignment of labor costs between programs and increased labor costs for Mitigation projects	9,022		
		-		
Contracted Services				-
		-		
		-		
Operating Expenses				-
		-		
		-		
		-		
Operating Capital Outlay				10,000
3	Midway Headquarters equipment for renovation	10,000		
		-		
Fixed Capital Outlay				-
		-		
		-		
		-		
Interagency Expenditures (Cooperative Funding)				-
		-		
		-		
		-		
Debt				-
		-		
		-		
Reserves				-
		-		
		-		
		-		
TOTAL NEW ISSUES			0.00	38,192
2.0 Acquisition, Restoration and Public Works				
Total Workforce and Preliminary Budget for FY 2015-16			9.00	\$ 15,850,333

# Program and Activity Allocations

## Land Acquisition (Activity 2.1)

This activity is for the acquisition of land and facilities, such as those purchased for the protection and management of water resources in Northwest Florida. It does not include land acquisition components of water resource development projects, surface water projects, or other cooperative projects. Typical purchases have included acquisition of the floodplain of the major rivers in Northwest Florida, as well as the acquisition of aquifer recharge areas that protect potable water supplies. Acquisitions are characterized as fee (District owns outright) or other less-than-fee (seller retains ownership) interests in lands needed for water management, water supply, or the conservation or protection of water resources.

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

### 2.1 - Land Acquisition

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 16,357	\$ 10,660	\$ 11,479	\$ 6,815	\$ 25,985	\$ 19,170	281.3%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 3,069	\$ 17,781	\$ 13,800	\$ 34,750	\$ 34,750	\$ -	0.0%
Operating Expenses	\$ -	\$ 367	\$ 476	\$ 3,600	\$ 3,600	\$ -	0.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 19,426</b>	<b>\$ 43,808</b>	<b>\$ 25,755</b>	<b>\$ 45,165</b>	<b>\$ 64,335</b>	<b>\$ 19,170</b>	<b>42.4%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 1,000	\$ 69,935	\$ -	\$ -	\$ -	\$ -	\$ 70,935

### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 25,985	\$ -	\$ 25,985
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 34,750	\$ -	\$ 34,750
Operating Expenses	\$ 1,100	\$ 2,500	\$ 3,600
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 61,835</b>	<b>\$ 2,500</b>	<b>\$ 64,335</b>



## Program and Activity Allocations

### **Changes and Trends**

Except for an increase in Salaries and Benefits due to an anticipated increase in land acquisition efforts associated with the implementation of Amendment No. 1, the FY 2015-2016 Preliminary Budget for this activity essentially remains the same as the FY 2014-2015 Current-Amended Budget.

### **Budget Variances**

The increase in Salaries and Benefits of 28.3 percent is due to potential workload associated with the passage of Amendment No. 1 during the November 2014 General Election. There are no notable budget variances otherwise in this activity.

### **Major Budget Items**

The primary budget item is Contracted Services, making up \$34,750 of the \$64,335 total budget for this activity. Contracted Services covers costs for legal services, land appraisals and appraisal reviews, boundary map surveys, environmental audits, and title searches/insurance.

## Program and Activity Allocations

### Water Source Development (Activity 2.2)

This activity includes water resource development projects and regional or local water supply development assistance projects designed to increase the availability of water supplies for consumptive use.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 2.2 - Water Source Development

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 168,405	\$ 166,207	\$ 148,296	\$ 177,778	\$ 202,496	\$ 24,718	13.9%
Other Personal Services	\$ 7,209	\$ 14,397	\$ 6,001	\$ 14,318	\$ 18,091	\$ 3,773	26.4%
Contracted Services	\$ 116,555	\$ 14,044	\$ 2,035	\$ 226,200	\$ 490,200	\$ 264,000	116.7%
Operating Expenses	\$ 8,179	\$ 7,071	\$ 5,277	\$ 3,400	\$ 7,000	\$ 3,600	105.9%
Operating Capital Outlay	\$ 1,320	\$ 2,086	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 4,627,450	\$ 341,785	\$ 5,873,100	\$ 15,000,000	\$ 5,770,568	\$ (9,229,432)	-61.5%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 4,929,118</b>	<b>\$ 545,590</b>	<b>\$ 6,034,709</b>	<b>\$ 15,421,696</b>	<b>\$ 6,488,355</b>	<b>\$ (8,933,341)</b>	<b>-57.9%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 405,268	\$ 6,139,116	\$ -	\$ -	\$ -	\$ -	\$ 6,544,384

### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 202,496	\$ -	\$ 202,496
Other Personal Services	\$ 18,091	\$ -	\$ 18,091
Contracted Services	\$ 228,200	\$ 262,000	\$ 490,200
Operating Expenses	\$ 5,200	\$ 1,800	\$ 7,000
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 5,770,568	\$ 5,770,568
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 453,987</b>	<b>\$ 6,034,368</b>	<b>\$ 6,488,355</b>

### Changes and Trends

Budgeted expenditures for this activity reflect a decrease from the FY 2014-2015 budget, as discussed in the sub-activity descriptions below.

## Program and Activity Allocations

### **Budget Variances**

The primary changes reflected from FY 2014-2015 are the decrease in Interagency Expenditures (61.5 percent) and increase in Contracted Services (117 percent). Additional variances include increased expenditures for reallocations of staff and Other Personal Services. Details are provided in the following discussions of subactivities 2.2.1 and 2.2.2.

### **Major Budget Items**

The major budget items are Interagency Expenditures (\$5,770,568), Contracted Services (\$490,200), and Salaries and Benefits (\$202,496), which support the cooperative funding and water resource development as described below.

## Program and Activity Allocations

### Water Resource Development Projects (Subactivity 2.2.1)

This subactivity includes projects designed to create, from traditional or alternative sources, an identifiable, quantifiable supply of water for existing and/or future reasonable-beneficial uses. These projects do not include the construction of facilities for water supply development, as defined in section 373.019(26), F.S. Such projects may include the construction, operation and maintenance of major public works facilities that provide for the augmentation of available surface and groundwater supply or that create alternative sources of supply. Water resource development projects are to be identified in water management district RWSPs or district water management plans, as applicable and the water resource development work program.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 2.2.1 Water Resource Development Projects

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 163,645	\$ 159,342	\$ 89,325	\$ 147,324	\$ 138,493	\$ (8,831)	-6.0%
Other Personal Services	\$ 6,992	\$ 14,348	\$ 5,615	\$ 13,920	\$ 17,693	\$ 3,773	27.1%
Contracted Services	\$ 21,907	\$ 1,950	\$ 2,035	\$ 225,000	\$ 489,000	\$ 264,000	117.3%
Operating Expenses	\$ 7,946	\$ 6,805	\$ 5,210	\$ 2,250	\$ 5,600	\$ 3,350	148.9%
Operating Capital Outlay	\$ 1,320	\$ 2,086	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 201,811</b>	<b>\$ 184,531</b>	<b>\$ 102,185</b>	<b>\$ 388,494</b>	<b>\$ 650,786</b>	<b>\$ 262,292</b>	<b>67.5%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 405,268	\$ 285,188	\$ -	\$ -	\$ -	\$ -	\$ 690,456

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 138,493	\$ -	\$ 138,493
Other Personal Services	\$ 17,693	\$ -	\$ 17,693
Contracted Services	\$ 227,000	\$ 262,000	\$ 489,000
Operating Expenses	\$ 3,800	\$ 1,800	\$ 5,600
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 386,986</b>	<b>\$ 263,800</b>	<b>\$ 650,786</b>

## Program and Activity Allocations

### **Changes and Trends**

The increases in expenditures for this activity are primarily reflected in Contracted Services to construct new saltwater intrusion monitor wells (\$264,000) and Operating Expenses (\$3,350), which is largely associated with staff training on saltwater intrusion modeling. The aquifer level and water quality data obtained from the new monitor wells will support the RWSP and Regulatory Services. Most of the increase (\$262,000) in Contracted Services is a non-recurring expense. The remainder of this category is recurring (\$225,000) for the continued development of groundwater flow models to support water supply planning and Regulatory Services.

### **Budget Variances**

The primary change over the FY 2014-2015 budget is the increase in Contracted Services (117.3 percent) as described above and the increase in Operating Expenses (148.9 percent) associated with staff training.

### **Major Budget Items**

The major budget items are Contracted Services (\$489,000) followed by Salaries and Benefits (\$138,493). These support the District's Water Resource Development program, including data collection and groundwater model development in support of RWSPs and Regulatory Services.

## Program and Activity Allocations

### Water Supply Development Assistance (Subactivity 2.2.2)

This subactivity provides financial assistance for regional and local water supply development projects. Such projects may include the construction of facilities identified as “water supply development” pursuant to section 373.019(26), F.S.

This subactivity includes assistance provided to local governments and water utilities in their efforts to develop traditional and alternative water supply sources to meet demands or to address shortcomings in traditional sources. This can include assistance with reuse projects, regional system interconnection, alternative surface water sources, and other traditional or alternative activities that increase the long-term reliability of water resources.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 2.2.2 Water Supply Development Assistance

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 4,760	\$ 6,865	\$ 58,971	\$ 30,454	\$ 64,003	\$ 33,549	110.2%
Other Personal Services	\$ 217	\$ 49	\$ 386	\$ 398	\$ 398	\$ -	0.0%
Contracted Services	\$ 94,648	\$ 12,094	\$ -	\$ 1,200	\$ 1,200	\$ -	0.0%
Operating Expenses	\$ 232	\$ 266	\$ 67	\$ 1,150	\$ 1,400	\$ 250	21.7%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 4,627,450	\$ 341,785	\$ 5,873,100	\$ 15,000,000	\$ 5,770,568	\$ (9,229,432)	-61.5%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 4,727,308	\$ 361,059	\$ 5,932,524	\$ 15,033,202	\$ 5,837,569	\$ (9,195,633)	-61.2%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 5,853,928	\$ -	\$ -	\$ -	\$ -	\$ 5,853,928

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating	Non-operating	TOTAL
Salaries and Benefits	\$ 64,003	\$ -	\$ 64,003
Other Personal Services	\$ 398	\$ -	\$ 398
Contracted Services	\$ 1,200	\$ -	\$ 1,200
Operating Expenses	\$ 1,400	\$ -	\$ 1,400
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 5,770,568	\$ 5,770,568
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 67,001	\$ 5,770,568	\$ 5,837,569

## Program and Activity Allocations

### **Changes and Trends**

The FY 2015-2016 Preliminary Budget for this activity reflects a significant decrease in budgeted expenditures for cooperative funding expenses (Interagency Expenditures). This reflects continued accomplishment of water supply development projects throughout Northwest Florida through FY 2015-2016, especially within financially disadvantaged communities.

### **Budget Variances**

The primary change is a decrease in Interagency Expenditures of \$9,229,432 (61.5 percent), given expected accomplishment of currently funded water supply development grant projects. A total of \$15,000,000 in grants was budgeted in FY 2014-2015, however, \$5,770,568 has been re-budgeted and planned for disbursement in FY 2015-2016.

### **Major Budget Items**

The major budget item for this activity is Interagency Expenditures (\$5,770,568) for Water Supply Development Assistance grants.

## Program and Activity Allocations

### Surface Water Projects (Activity 2.3)

This activity includes projects that restore or protect surface water quality, associated aquatic and wetland habitats and related resources. It may also include projects that provide flood protection, as well as resource protection, through the acquisition and improvement of land, construction of public works and other activities.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 2.3 - Surface Water Projects

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 595,008	\$ 579,592	\$ 498,895	\$ 498,111	\$ 400,875	\$ (97,236)	-19.5%
Other Personal Services	\$ 13,355	\$ 10,065	\$ 4,198	\$ 199	\$ 5,448	\$ 5,249	2637.7%
Contracted Services	\$ 758,722	\$ 730,795	\$ 721,553	\$ 2,095,910	\$ 1,799,710	\$ (296,200)	-14.1%
Operating Expenses	\$ 2,391,712	\$ 323,469	\$ 39,695	\$ 252,880	\$ 186,171	\$ (66,709)	-26.4%
Operating Capital Outlay	\$ 7,999	\$ 68,736	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 30,000	\$ 440,311	\$ 1,011,423	\$ 13,619,715	\$ 6,301,447	\$ (7,318,268)	-53.7%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 3,796,795</b>	<b>\$ 2,152,968</b>	<b>\$ 2,275,764</b>	<b>\$ 16,466,815</b>	<b>\$ 8,693,651</b>	<b>\$ (7,773,164)</b>	<b>-47.2%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 28,000	\$ 204,018	\$ -	\$ -	\$ 8,564,836	\$ -	\$ 8,796,854

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 400,875	\$ -	\$ 400,875
Other Personal Services	\$ 5,448	\$ -	\$ 5,448
Contracted Services	\$ 879,710	\$ 920,000	\$ 1,799,710
Operating Expenses	\$ 186,171	\$ -	\$ 186,171
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ 111,125	\$ 6,190,322	\$ 6,301,447
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 1,583,329</b>	<b>\$ 7,110,322</b>	<b>\$ 8,693,651</b>



## Program and Activity Allocations

### **Changes and Trends**

Budgeted expenditures for this activity decreased from the prior year, primarily in Interagency Expenditures. The reduction in Contracted Services reflects substantial implementation to date of previously approved spring restoration activities and Apalachicola River and Bay hydrodynamic model development, as well as a reduction in planned expenditures for FDOT Mitigation.

### **Budget Variances**

The decrease in Interagency Expenditures (53.7 percent) reflects continued accomplishment of cooperative projects with local governments. Expenditures for stormwater retrofit projects that improve water quality and aquatic habitats in Apalachicola Bay and the St. Andrew Bay estuary have been substantially completed, as have the majority of expenditures for the Agricultural Equipment Cost Share Program.

The major budget decreases in Contracted Services (14.1 percent) relate to the completion of planned projects and a reduction in mitigation projects. These operational changes also reduced Other Personal Services and Operating Capital Outlay.

### **Major Budget Items**

The largest budget item is Interagency Expenditures of \$6,301,447, which will support continued spring restoration and cooperative watershed protection and restoration projects. FDOT mitigation expenses, including Salaries and Benefits (\$400,875), Contracted Services (\$1,799,710) and Operating Expenses (\$186,171) are directed toward providing compensatory mitigation for FDOT transportation improvements, including meeting existing permit driven restoration and monitoring needs and potential development of mitigation for two new projects that are outside of any private mitigation bank service area and not close to any existing District project.

## Program and Activity Allocations

### Facilities Construction and Major Renovations (Activity 2.5)

This program is responsible for the design, construction and significant renovation of all District support and administrative facilities.

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 2.5 - Facilities Construction and Major Renovations

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ -	\$ -	\$ 79,015	\$ 150,000	\$ 110,000	\$ (40,000)	-26.7%
Operating Capital Outlay	\$ -	\$ -	\$ 51,677	\$ -	\$ 10,000	\$ 10,000	
Fixed Capital Outlay	\$ -	\$ -	\$ 119,484	\$ 230,000	\$ 120,000	\$ (110,000)	-47.8%
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ -	\$ -	\$ 250,176	\$ 380,000	\$ 240,000	\$ (140,000)	-36.8%

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ 240,000

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ 110,000	\$ 110,000
Operating Capital Outlay	\$ -	\$ 10,000	\$ 10,000
Fixed Capital Outlay	\$ -	\$ 120,000	\$ 120,000
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ 240,000	\$ 240,000

### Changes and Trends

Major construction/renovation improvements and repairs have been ongoing since FY 2013-2014 at the District's Headquarters office complex consisting of four buildings located near Midway. The buildings are about 40 years old and have significant structural, electrical and other deficiencies that require attention. Continued renovations

## Program and Activity Allocations

will also address safety for the District's employees, customers and Governing Board members, as well as ensuring the maximum effective use of existing space.

In FY 2014-2015, Headquarters facility improvements includes the replacement of a septic tank with hookups to city sewer and construction/renovations to a roof, sidewalk, and driveway. The District also plans to use about \$160,000 to update and expand the District's Lands Division forestry facility in Youngstown. These renovations are to accommodate a transfer of Lands staff currently located at the Marianna field office, resulting in the closure of the Marianna field office by the end of FY 2014-2015.

### **Budget Variances**

The FY 2015-2016 Preliminary Budget for this activity proposes a decrease of \$140,000 with the anticipated outcome of completing many of the Headquarters improvements, Youngstown facility renovations, and closing of the Marianna office by the end of FY 2014-2015.

### **Major Budget Items**

The budget proposes a non-recurring request of \$240,000 for continued improvements to Headquarters building maintenance and renovations.

**Program and Activity Allocations**  
**Other Acquisition and Restoration Activities (Activity 2.6)**

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**ACTIVITY BY EXPENDITURE CATEGORY**

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

**2.6 - Other Acquisition and Restoration Activities**

Fiscal Year 2015-16

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ 1,513	\$ -	\$ 377,287	\$ -	\$ (377,287)	-100.0%
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ 727,508	\$ 1,380,000	\$ 187,500	\$ (1,192,500)	-86.4%
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ -	\$ 1,513	\$ 727,508	\$ 1,757,287	\$ 187,500	\$ (1,569,787)	-89.3%

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 37,500	\$ -	\$ -	\$ 150,000	\$ -	\$ 187,500

**OPERATING AND NON-OPERATING**

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ 187,500	\$ 187,500
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ 187,500	\$ 187,500

**Changes and Trends**

The Preliminary FY 2015-2016 Budget is significantly reduced due to the expected completion of restoration and protection construction activities at Williford Spring and cooperative streambank restoration and protection projects with Washington County along Holmes Creek that were budgeted and are anticipated to be completed in FY 2014-2015. Funds proposed for the District's FY 2015-2016 Preliminary Budget represent "carryover" funding of 100 percent for the Spurling Landing streambank

## Program and Activity Allocations

restoration and protection project in cooperation with Washington County and 50 percent “carryover” funding for the completion of streambank restoration and protection activities at Devil’s Hole Spring and Cotton Landing. These projects are planned for design, permitting and initial construction in FY 2014-2015, but unanticipated permit or construction delays may occur, subject to regulatory agency approval and fluctuating water levels on Econfinia and Holmes Creek.

### **Budget Variances**

Due to the anticipated completion of the Williford Spring project and Live Oak Landing and Hightower Springs Landing projects in cooperation with Washington County, the District’s FY 2015-2016 Preliminary Budget for the Spurling Landing, Devil’s Hole Spring and Cotton Landing projects represents a significant FCO budget reduction of 86.4 percent from the FY 2014-2015 Current-Amended Budget of \$1,380,000.

### **Major Budget Items**

As described above, all combined Other Acquisition and Restoration Activities proposed for the District’s FY 2015-2016 Preliminary Budget are estimated to cost \$187,500. These funds will support spring restoration activities benefitting the Holmes Creek and Econfinia Creek systems.

## Program and Activity Allocations

### Technology and Information Services (Activity 2.7)

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 2.7 - Technology and Information Services

Fiscal Year 2015-16

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ 65,475	\$ 66,538	\$ 1,063	1.6%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ 40,945	\$ 9,729	\$ (31,216)	-76.2%
Operating Expenses	\$ -	\$ 1,692	\$ 33,393	\$ 83,379	\$ 75,149	\$ (8,230)	-9.9%
Operating Capital Outlay	\$ -	\$ -	\$ 15,114	\$ 41,540	\$ 25,076	\$ (16,464)	-39.6%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ 1,692	\$ 48,507	\$ 231,339	\$ 176,492	\$ (54,847)	-23.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 69,532	\$ -	\$ -	\$ 114,360	\$ -	\$ 183,892

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 66,538	\$ -	\$ 66,538
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 9,729	\$ -	\$ 9,729
Operating Expenses	\$ 75,149	\$ -	\$ 75,149
Operating Capital Outlay	\$ 25,076	\$ -	\$ 25,076
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 176,492	\$ -	\$ 176,492

### Changes and Trends

Significant investments were made in technology improvements in FY 2014-2015. The reductions proposed in FY 2015-2016 reflect the nonrecurring nature of hardware and software purchases so that the focus has transitioned to maintenance and less costly upgrades, development, and replacements.

## Program and Activity Allocations

### **Budget Variances**

The FY 2015-2016 Preliminary Budget reflects the improved allocation of recurring IT costs related to the program areas and the need to support existing technologies, which requires both software and hardware to maintain services and infrastructure to support District business needs. Decreases across Contracted Services (76.2 percent), Operating Expenses (9.9 percent), and Operating Capital Outlay (39.6 percent) are due to nonrecurring costs in FY 2014-2015. Specifically, Contracted Services decreased due to completed projects, including no more consultant fees for external website development, Oracle database upgrade, and SharePoint implementation. Operating Expenses and Operating Capital Outlay decreased due to nonrecurring purchases of desk tops, wireless devices, and monitors (OE), and laptops, servers, and network technologies (OCO).

### **Major Budget Items**

Operating Expenses (\$75,149) make up the majority of this activity's budget, which address replacement of and updates to desktops, monitors, and wireless devices.

# Program and Activity Allocations

## Operations and Maintenance of Lands and Works (Program 3.0)

This program includes all operation and maintenance of facilities; flood control and water supply structures; lands; and other works authorized by Chapter 373, F.S.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 3.0 Operation and Maintenance of Lands and Works

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 875,809	\$ 1,101,750	\$ 1,176,239	\$ 1,242,014	\$ 1,251,411	\$ 9,397	0.8%
Other Personal Services	\$ 37,879	\$ 33,931	\$ 32,240	\$ 42,596	\$ 36,839	\$ (5,757)	-13.5%
Contracted Services	\$ 1,154,637	\$ 824,200	\$ 729,061	\$ 995,606	\$ 1,046,770	\$ 51,164	5.1%
Operating Expenses	\$ 674,606	\$ 700,719	\$ 833,540	\$ 1,248,796	\$ 1,178,868	\$ (69,928)	-5.6%
Operating Capital Outlay	\$ 9,273	\$ 68,736	\$ 79,549	\$ 193,510	\$ 208,050	\$ 14,540	7.5%
Fixed Capital Outlay	\$ 56,315	\$ 25,449	\$ 20,934	\$ 135,000	\$ 70,000	\$ (65,000)	-48.1%
Interagency Expenditures (Cooperative Funding)	\$ 22,637	\$ 10,724	\$ 8,246	\$ 8,000	\$ 8,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL</b>	<b>\$ 2,831,156</b>	<b>\$ 2,765,509</b>	<b>\$ 2,879,809</b>	<b>\$ 3,865,522</b>	<b>\$ 3,799,938</b>	<b>\$ (65,584)</b>	<b>-1.7%</b>

#### SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 853,111	\$ 288,606	\$ -	\$ -	\$ -	\$ -	\$ 1,141,717
Other Personal Services	\$ 3,084	\$ 33,755	\$ -	\$ -	\$ -	\$ -	\$ 36,839
Contracted Services	\$ 477,682	\$ 535,328	\$ -	\$ -	\$ -	\$ -	\$ 1,013,010
Operating Expenses	\$ 209,500	\$ 724,249	\$ -	\$ -	\$ -	\$ -	\$ 933,749
Operating Capital Outlay	\$ 148,500	\$ 52,850	\$ -	\$ -	\$ -	\$ -	\$ 201,350
Fixed Capital Outlay	\$ 25,000	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Interagency Expenditures (Cooperative Funding)	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 1,837,048</b>	<b>\$ 1,844,762</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,681,810</b>

#### RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	16.0	\$ 857,875	\$ 1,238,223	\$ 13,188	\$ 1,251,411
Other Personal Services	1.5	\$ 30,258	\$ 36,839	\$ -	\$ 36,839
Contracted Services	-	\$ -	\$ 820,770	\$ 226,000	\$ 1,046,770
Operating Expenses			\$ 1,114,268	\$ 64,600	\$ 1,178,868
Operating Capital Outlay			\$ 38,550	\$ 169,500	\$ 208,050
Fixed Capital Outlay			\$ -	\$ 70,000	\$ 70,000
Interagency Expenditures (Cooperative Funding)			\$ 8,000	\$ -	\$ 8,000
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
<b>TOTAL</b>			<b>\$ 3,256,650</b>	<b>\$ 543,288</b>	<b>\$ 3,799,938</b>

#### WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Preliminary) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	14.0	14.0	16.0	16.0	16.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	-
Other Personal Services	4.0	4.0	1.5	1.5	1.5	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	-
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	-
<b>TOTAL WORKFORCE</b>	<b>18.0</b>	<b>18.0</b>	<b>17.5</b>	<b>17.5</b>	<b>17.5</b>	<b>0.0</b>	<b>0.00%</b>



## Program and Activity Allocations

### **Changes and Trends**

Under Florida's land acquisition programs, the District has purchased more than 211,152 acres to conserve and protect natural and water resources throughout the Panhandle, including river floodplains; headwater wetlands; coastal marshes and springs; and bottomland hardwood and associated upland forests. Every acre of District-owned land is available to the general public for a wide variety of resource-based recreational purposes, while also achieving the District's primary acquisition purpose of protecting water resources.

In FY 2014-2015, the District continues to focus on the protection and restoration of Florida's springs and spring-related waterbodies with the anticipated completion of the Williford Spring project and the restoration and protection of Holmes Creek streambanks at Live Oak Landing and Hightower Springs Landing under a cooperative project with Washington County.

In the District's Preliminary FY 2015-2016 FCO Budget, the District plans to continue with its protection and restoration of Florida's springs and spring-related waterbodies at Spurling Landing, Devil's Hole Spring and Cotton Landing. These three significant spring and spring-related restoration projects are requested in Activity 2.6, while Salaries and Benefits for planning and oversight are included in the Lands Management budget.

The District will continue its investment in IT to complete Phase III of a land management database development of its accessible mixed bottomland hardwood timber resources on the Apalachicola, Chipola, Choctawhatchee, Yellow, Escambia and Perdido River WMAs to determine the estimated hardwood timber value for potential revenue generation, as well as annual growth and yield analysis to assess long-term timber yields for funding land management operations.

### **Budget Variances**

The District's FY 2015-2016 Preliminary Budget reflects a slight overall decrease of \$65,584 or 1.7 percent from the FY 2014-2015 Current-Amended Budget. A nominal increase occurred in Salaries and Benefits (0.8 percent). While Other Personal Services decreased slightly (13.5 percent) due to the reallocation of Lands staff from FDOT mitigation properties to other District lands for habitat restoration activities, as well as the allocation of IT staff. Contracted Services increased by 5.1 percent due to increased habitat restoration activities.

Operating Expenses continues to decrease slightly (5.6 percent), due to reductions in a number of budget categories, especially cellular phone and IT-line charges; repairs and maintenance for buildings and vehicles; reductions in vehicle fuel and lubricants; and field supplies. In addition, a modest increase occurred in OCO (7.5 percent). OCO increases are attributed to the replacement of vehicles, special purpose vehicles and heavy equipment that has reached its threshold. Whereas FCO decreased (48.1 percent) due to the completion of the above mentioned spring and streambank restoration and protection projects along Econfinia and Holmes Creek.

## Program and Activity Allocations

### **Major Budget Items**

Salaries and Benefits continue to be the foundation for supporting the Operations and Maintenance of Land and Works. Another key component is Operating Expenses (\$1,178,868), which include day-to-day expenditures for land management operation, maintenance and repairs. Contracted Services (\$1,046,770) also continues to be essential to the restoration, enhancement and maintenance of District lands.

Program and Activity Allocations  
Northwest Florida Water Management District  
**REDUCTIONS - NEW ISSUES**  
3.0 Operation and Maintenance of Lands and Works  
Fiscal Year 2015-16  
Preliminary Budget - January 15, 2015

FY 2014-15 Budget (Current-Amended)				17.50	\$ 3,865,522
Reductions					
Issue		Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits					-
			-		
Other Personal Services					5,757
1	OPS Salary rate adjustment		5,757		
Contracted Services					130,586
2	Reduced costs for repairs anticipated		3,200		
3	Other Contractual Services-Contract with DACS for Managing Forests for Increased Water Yield is only \$20,000 instead of \$41,660.75, partial completion of land management database, and fewer IT services required		81,161		
4	Land Improvements-less aerial herbicide due to fewer acres		10,100		
5	Legal Counsel		1,750		
6	Management Consultants-decreased to reflect actual charges for recreation site cleanup contract and donation of Grassy Point Tract to FWC, completion of aerial ignition prescribed burn		23,750		
7	Security Services-decreased based on actual charges of previous year, and closure of Marianna Field Office		5,625		
8	Other environmental services		5,000		
Operating Expenses					
9	Reduced utilities expenses based on previous year experience		500		
10	Building and Grounds Supplies, Office Furniture and Equipment, and Other Office Supplies		2,250		
11	Chemicals and Herbicides		4,000		
12	Computer Software		20,488		
13	Laboratory Testing		2,000		
14	Legal Ad-Other Advertising and Licenses and Certificates		450		
15	Other Field & Technical Supplies-no aerial burn in FY 15-16 and reduced based on previous year's expenses		14,250		
16	Shop and Other Operating Supplies		19,000		
17	Other Services, Parts and Supplies, Photographic Services		6,250		
18	Printing and Copying-posters for Red Hill event not being printed or loading tickets for timber sales		5,500		
19	R&L Field Equipment and Audio Visual Equipment-no reforestation in Choc. River WMA and reduced based on previous years expenses		1,250		
20	R&L Other Rentals & Leases-based on previous year's expenses		5,200		
21	R&M Buildings/Grounds and R&M Field Equipment-reduced based on previous year's expenses		3,500		
22	R&M Recreation-mitigation provides the funding		1,250		
23	Road & Bridge Supplies		39,500		
24	Safety Supplies- reduced based on previous year's expenses		1,750		
25	Travel, Telemetrics Fees, Fuel & Lubricants, Tires & Tubes		3,840		
26	Tubelings & Seedlings		30,500		
Operating Capital Outlay					51,960
27	Fire Suppression Equipment		20,000		
28	Surveying & Measuring Equipment-moved expense to a different project		2,000		
29	Decrease in new computer hardware		29,960		
Fixed Capital Outlay					65,000
30	Econfina Creek Water Management Area recreation sites pavilions and other structures		5,000		
31	Cooperative project with City of Milton complete and reduced streambank restoration projects with Walton and Washington Counties, and purchasing fewer deltaloc bags		35,000		
32	Reduced streambank restoration and protection projects		25,000		
Interagency Expenditures (Cooperative Funding)					-
Debt					-
Reserves					-
TOTAL REDUCTIONS				0.00	414,781

# Program and Activity Allocations

## Northwest Florida Water Management District REDUCTIONS - NEW ISSUES 3.0 Operation and Maintenance of Lands and Works Fiscal Year 2015-16 Preliminary Budget - January 15, 2015

FY 2014-15 Budget (Current-Amended)				17.50	\$ 3,865,522
New Issues					
Issue	Description	Issue Amount	Workforce	Category	Subtotal
Salaries and Benefits					9,397
1	Salary and benefit rate adjustments	9,397			
Other Personal Services					-
Contracted Services					181,750
2	Other Contractual Services-increased for signage and cooperative agreement with Liberty Co. for Beaverdam Creek Tract, signage at Garcon Point and Chipola River, Blackwater River, Phipps, Yellow River, SHLMB, Perdido River, hazardous tree removal, and heavy gate installation, culvert installation,	56,500			
3	Management Consultants-recreation site cleanup for new sites and prescribed burning contractor	25,000			
4	Land Improvements-chemical site prep and tree planting on 1,114 acres, sand pine eradication on 1,000 acres, and reforest 54 acres	63,000			
5	Legal Fees	250			
6	Timber Inventories-increased to inventory Choctawhatchee and Chipola River Timber for land management database	25,000			
7	Appraisals-appraisals for surplus tract(s)	1,500			
8	Security and janitorial services	10,500			
		-			
Operating Expenses					91,550
9	Online Data Services-SilviAssist Cloud for land management	1,920			
10	Computer Equipment-for misc. supplies associated with land	1,000			
11	Computer Supplies	4,750			
12	Landscape Trees and Shrubs-replacement plants for Williford Spring	4,000			
13	New furniture for EFO Renovation	9,500			
14	Other Operating Supplies and Services and Field Equipment Repairs	17,740			
15	Other Travel, Travel for Training and Continuing Education	6,260			
16	R&M Recreation-additional portable toilets at two recreation sites, R&M Admin-water testing	3,340			
17	Road & Bridge Supplies-increase for road issues associated with storms in Econfinia Creek WMA	15,000			
18	Safety Supplies	2,564			
19	Tubelings & Seedlings-reforestation for Econfinia Creek and Escambia River WMA's	13,500			
20	R&L Office Equipment lease for copier at Econfinia Office, R&M Printers and Feeders, Hardware Maintenance/Software Renewal	2,540			
21	Utilities	6,250			
22	Building insurance	3,186			
Operating Capital Outlay					66,500
23	Utility trailers	2,500			
24	Heavy equipment	45,000			
25	Surveying and measuring equipment	13,000			
26	Computer hardware	6,000			
Fixed Capital Outlay					-
Interagency Expenditures (Cooperative Funding)					-
Debt					-
Reserves					-
TOTAL NEW ISSUES			0.00		349,197
3.0 Operation and Maintenance of Lands and Works					
Total Workforce and Preliminary Budget for FY 2015-16			17.50		\$3,799,938

## Program and Activity Allocations

### Land Management (Activity 3.1)

Activities related to the Florida Forever program and FDOT mitigation include maintenance, public use improvements and restoration efforts for lands acquired through Save Our Rivers, Preservation 2000, Florida Forever or other land acquisition programs.

Under Florida's land acquisition programs, the District has purchased more than 200,000 acres to conserve and protect natural and water resources throughout the Panhandle, including river floodplains, headwater wetlands, coastal marshes, springs, pristine bottomland hardwood and associated upland forests. Every acre of District-owned land is available to the general public for a wide variety of resource-based recreational purposes, while also achieving the District's primary acquisition purpose of protecting water resources.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 3.1 - Land Management

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 786,768	\$ 977,909	\$ 1,063,695	\$ 977,215	\$ 992,383	\$ 15,168	1.6%
Other Personal Services	\$ 31,706	\$ 33,931	\$ 32,240	\$ 42,596	\$ 36,839	\$ (5,757)	-13.5%
Contracted Services	\$ 1,124,460	\$ 779,589	\$ 578,276	\$ 777,026	\$ 854,890	\$ 77,864	10.0%
Operating Expenses	\$ 485,891	\$ 486,641	\$ 466,297	\$ 866,450	\$ 783,050	\$ (83,400)	-9.6%
Operating Capital Outlay	\$ 9,273	\$ 68,736	\$ -	\$ 125,000	\$ 150,500	\$ 25,500	20.4%
Fixed Capital Outlay	\$ 49,215	\$ 25,449	\$ 20,934	\$ 135,000	\$ 70,000	\$ (65,000)	-48.1%
Interagency Expenditures (Cooperative Funding)	\$ 22,637	\$ 10,724	\$ 8,246	\$ 8,000	\$ 8,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 2,509,950</b>	<b>\$ 2,382,979</b>	<b>\$ 2,169,688</b>	<b>\$ 2,931,287</b>	<b>\$ 2,895,662</b>	<b>\$ (35,625)</b>	<b>-1.2%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 1,829,058	\$ 1,326,636	\$ -	\$ -	\$ -	\$ -	\$ 3,155,694

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 979,195	\$ 13,188	\$ 992,383
Other Personal Services	\$ 36,839	\$ -	\$ 36,839
Contracted Services	\$ 768,890	\$ 86,000	\$ 854,890
Operating Expenses	\$ 763,450	\$ 19,600	\$ 783,050
Operating Capital Outlay	\$ -	\$ 150,500	\$ 150,500
Fixed Capital Outlay	\$ -	\$ 70,000	\$ 70,000
Interagency Expenditures (Cooperative Funding)	\$ 8,000	\$ -	\$ 8,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 2,556,374</b>	<b>\$ 339,288</b>	<b>\$ 2,895,662</b>

## Program and Activity Allocations

### **Changes and Trends**

Salaries and Benefits increased slightly as Lands staff are allocated between mitigation and IT projects and Other Personal Services decreased as OPS staff are allocated between land management and mitigation activities and operations. Contracted Services increased due to growth in habitat restoration activities. Operating Expenses decreased due to a reduction in needed operating supplies and road and bridge repair materials. Operating Capital Outlay increased due to the purchase of replacement field trucks and heavy equipment and Fixed Capital Outlay decreased significantly as the District reduces its purchase of geotechnical materials for continued spring-related streambank restoration and protection activities.

### **Budget Variances**

The District's FY 2015-2016 Preliminary Budget for land management activities decreased slightly by 1.2 percent from the District's FY 2014-2015 Current-Amended Budget. Decreases in Other Personal Services (13.5 percent), Operating Expenses (9.6 percent), and FCO (48.1 percent) are offset by modest increases in Salaries and Benefits (1.6 percent), Contracted Services (10.0 percent) and Operating Capital Outlay (20.4 percent).

### **Major Budget Items**

Salaries and Benefits (\$992,383) continues to be an instrumental component in supporting the District's land management operations. Another key component is Operating Expenses (\$783,050), which include day-to-day expenditures for land management operations.

Contracted Services (\$854,890) continue to be essential to the restoration, enhancement and maintenance of District lands. These services are utilized for a number of land management activities and operations, some of which include law enforcement and security services for resource protection, recreation site cleanup and maintenance services, cooperative land management services with other agencies, such as FWC and other miscellaneous services.

## Program and Activity Allocations

### Works (Activity 3.2)

This program is responsible for the maintenance of flood control and water supply system infrastructure, such as canals, levees, pump stations and water control structures. This includes electronic telemetry communication and control activities. This activity is limited to providing for operation and maintenance of the Lake Jackson Regional Stormwater Treatment Facility, the only public work owned by the District.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 3.2 - Works

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 549	\$ 3,149	\$ 814	\$ 4,018	\$ 3,541	\$ (477)	-11.9%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ 2,850	\$ -	\$ 6,200	\$ 3,000	\$ (3,200)	-51.6%
Operating Expenses	\$ 406	\$ 393	\$ 408	\$ 1,000	\$ 550	\$ (450)	-45.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 955	\$ 6,392	\$ 1,222	\$ 11,218	\$ 7,091	\$ (4,127)	-36.8%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 7,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,990

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 3,541	\$ -	\$ 3,541
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 3,000	\$ -	\$ 3,000
Operating Expenses	\$ 550	\$ -	\$ 550
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 7,091	\$ -	\$ 7,091

## Program and Activity Allocations

### **Changes and Trends**

None

### **Budget Variances**

The budget reflects a minor decrease in staff expenditures (11.9 percent) and contractual expenditures (51.6 percent) reflecting reduced requirements to manage repairs and maintenance of the District's stormwater management facility.

### **Major Budget Items**

No major budget items.



## Program and Activity Allocations

### Facilities (Activity 3.3)

This activity involves the operation and maintenance of District support and administrative buildings and grounds.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 3.3 - Facilities

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 88,492	\$ 108,557	\$ 107,218	\$ 109,885	\$ 109,694	\$ (191)	-0.2%
Other Personal Services	\$ 6,173	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 30,177	\$ 21,767	\$ 21,898	\$ 23,260	\$ 33,760	\$ 10,500	45.1%
Operating Expenses	\$ 110,280	\$ 181,736	\$ 215,032	\$ 174,104	\$ 197,208	\$ 23,104	13.3%
Operating Capital Outlay	\$ -	\$ -	\$ 2,532	\$ 6,700	\$ 6,700	\$ -	0.0%
Fixed Capital Outlay	\$ 7,100	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 242,222</b>	<b>\$ 312,060</b>	<b>\$ 346,680</b>	<b>\$ 313,949</b>	<b>\$ 347,362</b>	<b>\$ 33,413</b>	<b>10.6%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 109,694	\$ -	\$ 109,694
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 33,760	\$ -	\$ 33,760
Operating Expenses	\$ 167,208	\$ 30,000	\$ 197,208
Operating Capital Outlay	\$ 6,700	\$ -	\$ 6,700
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 317,362</b>	<b>\$ 30,000</b>	<b>\$ 347,362</b>

### Changes and Trends

Budget is for routine maintenance, including staff salaries; outsourced contracts for janitorial, security, major electrical and plumbing repairs, etc.; and supplies and materials for routine facilities maintenance. The increase is mostly for non-recurring needs.

## Program and Activity Allocations

### **Budget Variances**

The main budget increase for Facilities costs is the purchase and related annual service costs associated with installing a new fire alarm system to update the nearly 20-year old equipment. Additional increases in Operating Expenses (13.3 percent) are due to the new annual sewer service fee from having replaced the septic tank at District Headquarters with a new sewer line. A small increase for building/general liability insurance is also included.

### **Major Budget Items**

Operating Expenses make up \$197,208 or more than half of the \$347,362 budgeted for this activity. Maintenance, electric, solid waste, water, liability insurance, security, small repairs, and the phone system are the main charges in this category.

## Program and Activity Allocations

### Fleet Services (Activity 3.6)

Fleet Services is associated with the on-road vehicles owned by the District and provided for staff use. All costs of the fleet, including repair and maintenance, tires and fuel, are paid from this category.

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

### 3.6 - Fleet Services

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ 78,029	\$ 30,250	\$ 47,391	\$ 45,911	\$ 47,911	\$ 2,000	4.4%
Operating Capital Outlay	\$ -	\$ -	\$ 34,887	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 78,029</b>	<b>\$ 30,250</b>	<b>\$ 82,278</b>	<b>\$ 45,911</b>	<b>\$ 47,911</b>	<b>\$ 2,000</b>	<b>4.4%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ 47,911	\$ -	\$ 47,911
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 47,911</b>	<b>\$ -</b>	<b>\$ 47,911</b>

### Changes and Trends

Fleet expenses have been consistently steady for the last several years and the budget for FY 2015-2016 continues this trend. The one-time OCO increase in FY 2013-2014 was for the purchase of a pool vehicle.

## Program and Activity Allocations

### **Budget Variances**

No significant variances in this activity.

### **Major Budget Items**

For FY 2014-2015 and FY 2015-2016, the Fleet Services budget is completely funded by the category of Operating Expenses (\$47,911), mainly vehicle insurance and fuel.

## Program and Activity Allocations

### Technology and Information Services (Activity 3.7)

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 3.7 - Technology and Information Services

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ -	\$ 12,135	\$ 4,512	\$ 150,896	\$ 145,793	\$ (5,103)	-3.4%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ 19,994	\$ 128,887	\$ 189,120	\$ 155,120	\$ (34,000)	-18.0%
Operating Expenses	\$ -	\$ 1,699	\$ 104,412	\$ 161,331	\$ 150,149	\$ (11,182)	-6.9%
Operating Capital Outlay	\$ -	\$ -	\$ 42,130	\$ 61,810	\$ 50,850	\$ (10,960)	-17.7%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ -	\$ 33,828	\$ 279,941	\$ 563,157	\$ 501,912	\$ (61,245)	-10.9%

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 518,126	\$ -	\$ -	\$ -	\$ -	\$ 518,126

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 145,793	\$ -	\$ 145,793
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 15,120	\$ 140,000	\$ 155,120
Operating Expenses	\$ 135,149	\$ 15,000	\$ 150,149
Operating Capital Outlay	\$ 31,850	\$ 19,000	\$ 50,850
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 327,912	\$ 174,000	\$ 501,912

### Changes and Trends

Significant investments were made in technology improvements in FY 2014-2015. The reductions proposed in FY 2015-2016 reflect the nonrecurring nature of hardware and software purchases so that the focus has transitioned to maintenance and less costly upgrades, development, and replacements.

## Program and Activity Allocations

The preliminary budget continues a multi-year project effort to develop and support a land management database. The development of this database is vital to the efficient and effective management of District lands, especially to help determine the long-term growth and yield of pine and accessible mixed bottomland hardwood timber resources, which provide revenue generation that helps fund the District's land management program.

Beginning in FY 2015-2016, the District plans to initiate the third phase of this project and conduct a forest inventory of the accessible mixed bottomland hardwood timber resources on the Apalachicola, Chipola, Choctawhatchee, Yellow, Escambia, and Perdido Rivers. Once the Phase III inventory and field audit is complete, the District will have inventoried approximately 98 percent of its pine timber and all of its accessible mixed bottomland hardwood resources, so Districtwide growth and yield projections can be developed, as well as other databases to improve prescribed burning and other management activities for District lands.

### **Budget Variances**

The District's FY 2015-2016 Preliminary Budget for IT needs in this program decreased by 10.9 percent from the FY 2014-2015 Current-Amended Budget. Each category experienced a reduction in Salaries and Benefits (3.4 percent), Contracted Services (18.0 percent), Operating Expenses (6.9 percent) and Other Capital Outlay (17.7 percent). These reductions are attributable to the land management database project. Of the total proposed budget for this activity, \$174,000 or about one-third is for non-recurring costs of the same project.

### **Major Budget Items**

This proposed budget will implement the third phase of the District's continued development of a land management database for mixed bottomland hardwood timber resources and other IT-related support functions, which will include significant Salaries and Benefits (\$145,793), Contracted Services (\$155,120), and Operating Expenses (\$150,149) expenditures.

# Program and Activity Allocations

## Regulation (Program 4.0)

This program includes water use permitting; water well permitting; water well contractor licensing; environmental resource and surface water management permitting; permit administration, compliance and enforcement; and any delegated regulatory program.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 4.0 Regulation

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 2,352,643	\$ 2,273,321	\$ 2,248,674	\$ 2,749,307	\$ 2,774,354	\$ 25,047	0.9%
Other Personal Services	\$ 39,664	\$ 77,691	\$ 193,620	\$ 271,872	\$ 275,390	\$ 3,518	1.3%
Contracted Services	\$ 222,002	\$ 159,240	\$ 161,087	\$ 273,462	\$ 122,012	\$ (151,450)	-55.4%
Operating Expenses	\$ 736,686	\$ 451,365	\$ 572,794	\$ 710,914	\$ 681,055	\$ (29,859)	-4.2%
Operating Capital Outlay	\$ -	\$ -	\$ 68,341	\$ 156,733	\$ 80,763	\$ (75,970)	-48.5%
Fixed Capital Outlay	\$ -	\$ 7,138	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 3,350,996</b>	<b>\$ 2,968,755</b>	<b>\$ 3,244,516</b>	<b>\$ 4,162,288</b>	<b>\$ 3,933,574</b>	<b>\$ (228,714)</b>	<b>-5.5%</b>

#### SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 1,478,213	\$ -	\$ -	\$ -	\$ 1,267,597	\$ 28,544	\$ 2,774,354
Other Personal Services	\$ 23,973	\$ -	\$ -	\$ -	\$ 251,417	\$ -	\$ 275,390
Contracted Services	\$ 78,656	\$ -	\$ -	\$ -	\$ 43,356	\$ -	\$ 122,012
Operating Expenses	\$ 354,486	\$ -	\$ -	\$ -	\$ 326,569	\$ -	\$ 681,055
Operating Capital Outlay	\$ 45,045	\$ -	\$ -	\$ -	\$ 35,718	\$ -	\$ 80,763
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 2,470,249</b>	<b>\$ 750</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,211,231</b>	<b>\$ 35,794</b>	<b>\$ 4,718,024</b>

#### RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	32.0	\$ 2,015,158	\$ 2,774,354	\$ -	\$ 2,774,354
Other Personal Services	5.0	\$ 218,840	\$ 275,390	\$ -	\$ 275,390
Contracted Services	-	\$ -	\$ 122,012	\$ -	\$ 122,012
Operating Expenses			\$ 677,055	\$ 4,000	\$ 681,055
Operating Capital Outlay			\$ 80,763	\$ -	\$ 80,763
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
<b>TOTAL</b>			<b>\$ 3,929,574</b>	<b>\$ 4,000</b>	<b>\$ 3,933,574</b>

#### WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Preliminary) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	46.0	36.0	33.0	33.0	32.0	(1.0)	-3.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	3.0	5.0	5.0	5.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
<b>TOTAL WORKFORCE</b>	<b>50.0</b>	<b>39.0</b>	<b>38.0</b>	<b>38.0</b>	<b>37.0</b>	<b>(1.0)</b>	<b>-2.63%</b>

## Program and Activity Allocations

### **Changes and Trends**

The e-Permitting and e-Regulatory automated database is scheduled to be updated and online in mid 2015. This will enable the District's customers to apply for new permits, check the status of permit applications, and access information about existing permits using the Internet from their home or office. Staff will be able to evaluate applications and manage the permitting process in a shared database environment which will greatly increase efficiency. The Division reorganized in FY 2014-2015 to add a new Bureau for Performance and Compliance Improvement at minimal additional cost. This new Bureau is focused on assisting our customers gain greater compliance with the applicable rules and statutes as well as overall enhancement of our business processes and metrics.

### **Budget Variances**

The main variances for this Program are the decreases in Contracted Services (55.4 percent) and Operating Capital Outlay (48.5 percent). These reductions are attributable to less DEP lab costs, costs for contract well owner drillers, and Information Technology expenses.

### **Major Budget Items**

The Regulatory Program's major budget category is Salaries and Benefits (\$2,774,354) which supports three significant functions: Consumptive Use Permitting; Environmental Resource Permitting, including the District's Dam Safety Inspection program; and Well Construction Permitting. Staff is able to respond to questions from the public, review and grant permit applications, issue recommendations, and assist our customers to comply with permit conditions. Overall, the Program's budget reflects a continued level of excellent service with some shifting of budget needs across categories.



Program and Activity Allocations  
Northwest Florida Water Management District  
**REDUCTIONS - NEW ISSUES**  
4.0 Regulation  
Fiscal Year 2015-16  
Preliminary Budget - January 15, 2015

FY 2014-15 Budget (Current-Amended)			38.00	\$	4,162,288
Reductions					
Issue	Description	Issue Amount	Workforce	Category Subtotal	
Salaries and Benefits			1.00	52,729	
1	Transfer of an FTE to Administration Division and benefit adjustments	52,729	1.00		
		-			
Other Personal Services				-	
		-			
		-			
Contracted Services				151,450	
2	FDEP lab services, Contract Well Drillers, alignment of Bank of America fees closer to actuals	27,200			
3	Information technology services	124,250			
		-			
Operating Expenses				53,633	
4	Decrease in computer software, computer equipment, and related items	53,633			
		-			
		-			
Operating Capital Outlay				75,970	
5	Decrease in new computer hardware	75,970			
		-			
		-			
Fixed Capital Outlay				-	
		-			
		-			
		-			
Interagency Expenditures (Cooperative Funding)				-	
		-			
		-			
		-			
Debt				-	
		-			
		-			
		-			
Reserves				-	
		-			
		-			
		-			
TOTAL REDUCTIONS			1.00	333,782	

Program and Activity Allocations  
Northwest Florida Water Management District  
**REDUCTIONS - NEW ISSUES**  
4.0 Regulation  
Fiscal Year 2015-16  
Preliminary Budget - January 15, 2015

<b>FY 2014-15 Budget (Current-Amended)</b>		<b>38.00</b>	<b>\$</b>	<b>4,162,288</b>
<b>New Issues</b>				
<b>Issue</b>	<b>Description</b>	<b>Issue Amount</b>	<b>Workforce</b>	<b>Category Subtotal</b>
Salaries and Benefits				77,776
1	Salary rate and benefits adjustment	77,776		
		-		
Other Personal Services				3,518
2	OPS salary rate and benefits adjustments	3,518		
		-		
Contracted Services				-
		-		
		-		
Operating Expenses				23,774
3	Training for new database, banking fees for new database, safety supplies, copy machines, older vehicles, alignment of field office phones closer to actuals	23,774		
		-		
Operating Capital Outlay				-
		-		
		-		
Fixed Capital Outlay				-
		-		
		-		
Interagency Expenditures (Cooperative Funding)				-
		-		
		-		
Debt				-
		-		
		-		
Reserves				-
		-		
		-		
<b>TOTAL NEW ISSUES</b>			<b>0.00</b>	<b>105,068</b>
<b>4.0 Regulation</b>				
<b>Total Workforce and Preliminary Budget for FY 2015-16</b>			<b>37.00</b>	<b>\$ 3,933,574</b>

## Program and Activity Allocations

### Consumptive Use Permitting (Activity 4.1)

Activity 4.1, Consumptive Use Permitting (CUP), includes the review, issuance, renewal and enforcement of water use permits.

Chapter 40A-2, Florida Administrative Code (F.A.C.), addresses the District's legislative mandate to provide for the management of ground and surface water withdrawals. The purpose of the program is to ensure that all reasonable beneficial uses of water are provided for while protecting users, the environment and the long-term viability of the resource.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 4.1 - Consumptive Use Permitting

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 389,364	\$ 470,119	\$ 532,811	\$ 635,718	\$ 653,667	\$ 17,949	2.8%
Other Personal Services	\$ 18,294	\$ 26,541	\$ 5,128	\$ 5,767	\$ -	\$ (5,767)	-100.0%
Contracted Services	\$ 44,291	\$ 58,251	\$ 1,016	\$ 2,000	\$ 2,500	\$ 500	25.0%
Operating Expenses	\$ 314,163	\$ 20,039	\$ 11,163	\$ 16,400	\$ 17,950	\$ 1,550	9.5%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 766,111</b>	<b>\$ 574,950</b>	<b>\$ 550,118</b>	<b>\$ 659,885</b>	<b>\$ 674,117</b>	<b>\$ 14,232</b>	<b>2.2%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 853,495	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 853,495

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 653,667	\$ -	\$ 653,667
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 2,500	\$ -	\$ 2,500
Operating Expenses	\$ 17,950	\$ -	\$ 17,950
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 674,117</b>	<b>\$ -</b>	<b>\$ 674,117</b>

## Program and Activity Allocations

### **Changes and Trends**

The District continues to work with DEP to increase regulatory consistency in the CUP program as statewide rulemaking was completed and enacted at the end of May 2014. CUP will acquire for the first time an e-Permitting capability which will improve response time and overall staff productivity.

### **Budget Variances**

For FY 2015-2016, the Preliminary Budget reflects a 2.2 percent increase from FY 2014-2015. The 2.8 percent increase in Salaries and Benefits is due to the addition of the Bureau for Performance and Compliance Improvement. The 100 percent decrease in Other Personal Services is due to the elimination of OPS staff. Contracted Services increased by 25 percent due to fees associated with the new e-Permitting and e-Regulatory database. Operating Expenses increased by 9.5 percent due to training and fees related to the database.

### **Major Budget Items**

The major budget items of the CUP program are associated with Salaries and Benefits (\$653,718) to answer questions from the public, review applications, issue recommendations, and enforce permit conditions.

## Program and Activity Allocations

### Water Well Construction Permitting and Contractor Licensing (Activity 4.2)

The Water Well Program includes the review, issuance and enforcement of water well permits and the regulation of contractor licensing.

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 4.2 - Water Well Construction Permitting and Contractor Licensing

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 439,365	\$ 576,046	\$ 601,335	\$ 628,837	\$ 668,449	\$ 39,612	6.3%
Other Personal Services	\$ 19,511	\$ 11,798	\$ 17,996	\$ 48,855	\$ 37,045	\$ (11,810)	-24.2%
Contracted Services	\$ 35,380	\$ 15,486	\$ 9,625	\$ 29,800	\$ 17,500	\$ (12,300)	-41.3%
Operating Expenses	\$ 40,220	\$ 96,721	\$ 8,820	\$ 12,800	\$ 13,000	\$ 200	1.6%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ 1,735	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 534,476	\$ 701,786	\$ 637,776	\$ 720,292	\$ 735,994	\$ 15,702	2.2%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 866,485	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ 926,485

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 668,449	\$ -	\$ 668,449
Other Personal Services	\$ 37,045	\$ -	\$ 37,045
Contracted Services	\$ 17,500	\$ -	\$ 17,500
Operating Expenses	\$ 11,000	\$ 2,000	\$ 13,000
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 733,994	\$ 2,000	\$ 735,994

### Changes and Trends

The District's Water Well Program continues its effort to improve customer service by increasing the amount of contractors taking advantage of the Online Well Permitting Management Account (OWPMA). Beginning in FY 2014-2015, an update to the well

## Program and Activity Allocations

construction rules, Chapter 40A-3, F.A.C., will allow the District to increase regulatory consistency with current DEP rules.

### **Budget Variances**

For FY 2015-2016, the Preliminary Budget reflects an 8.9 percent increase from FY 2014-2015. An increase of 14 percent in Salaries and Benefits is due to the addition of the Bureau for Performance and Compliance Improvement. A decrease of 24.2 percent in Other Personal Services is due to the reallocation of OPS time. The decrease of 41.3 percent in Contracted Services is due to the reduction of Contract Well Drillers and other contractual services. An increase of 1.6 percent in Operating Expenses is due to the increased need for safety supplies to replace worn equipment and stay current with program requirements.

### **Major Budget Items**

The major budget items of the Water Well Program are associated with Salaries and Benefits (\$668,449) to answer questions from the public, review applications, issue recommendations, and enforce permit conditions.

## Program and Activity Allocations

### Environmental Resource and Surface Water Permitting (Activity 4.3)

The District implements the permitting, compliance monitoring, and enforcement activities of surface water regulation programs, including: Environmental Resource Permitting; Regulation of Agricultural and Forestry Surface Water Management Projects; Works of the District; and Dam Safety.

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 4.3 - Environmental Resource and Surface Water Permitting

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 1,488,454	\$ 1,206,522	\$ 1,102,512	\$ 1,210,334	\$ 1,171,525	\$ (38,809)	-3.2%
Other Personal Services	\$ 1,859	\$ 39,019	\$ 170,496	\$ 217,250	\$ 238,345	\$ 21,095	9.7%
Contracted Services	\$ 129,492	\$ 85,503	\$ 2,686	\$ 35,000	\$ 16,000	\$ (19,000)	-54.3%
Operating Expenses	\$ 378,713	\$ 329,267	\$ 18,979	\$ 26,500	\$ 27,406	\$ 906	3.4%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ 5,403	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,998,519</b>	<b>\$ 1,665,714</b>	<b>\$ 1,294,673</b>	<b>\$ 1,489,084</b>	<b>\$ 1,453,276</b>	<b>\$ (35,808)</b>	<b>-2.4%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 105,000	\$ 750	\$ -	\$ -	\$ 1,688,308	\$ 35,794	\$ 1,829,852

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,171,525	\$ -	\$ 1,171,525
Other Personal Services	\$ 238,345	\$ -	\$ 238,345
Contracted Services	\$ 16,000	\$ -	\$ 16,000
Operating Expenses	\$ 27,406	\$ -	\$ 27,406
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 1,453,276</b>	<b>\$ -</b>	<b>\$ 1,453,276</b>

### Changes and Trends

The District's Environmental Resource Permitting (ERP) program completed the statewide rulemaking process as part of an initiative to improve consistency among the five Districts and DEP in FY 2013-2014, and the new rules are being implemented. All

## Program and Activity Allocations

WMD and DEP ERP programs now regulate under the same set of rules, with individually tailored Applicant's Handbooks for each agency. Permitting costs and times continue to decrease, and the implementation of a new database system should enable that process improvement and streamlining to continue.

### **Budget Variances**

For FY 2015-2016, the Preliminary Budget decreased 2.4 percent from the FY 2014-2015 budget. Salaries and Benefits decreased 3.2 percent due to reallocation of staff time. Other Personal Services increased 9.7 percent due to a change in staff and their benefit selections. The 54.3 percent decrease in Contracted Services is due to alignment of other contractual services closer to actual expenditures.

### **Major Budget Items**

The major budget items for these programs are related to Salaries and Benefits (\$1,171,525) to answer questions from the public, review applications, issue recommendations, inspect proposed stormwater construction in the field, and enforce permit conditions.



## Program and Activity Allocations

### Other Regulatory and Enforcement Activities (Activity 4.4)

This activity includes other regulatory service activities not associated with a specific permit and support for the regulatory activities. Costs include legal counsel; administrative hearings; office space rentals and associated costs; equipment rental; vehicle fuel and maintenance; and telecommunications expenses related to the District's regulatory functions.

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

### 4.4 - Other Regulatory and Enforcement Activities

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 21,981	\$ 15,924	\$ -	\$ 44,500	\$ 47,506	\$ 3,006	6.8%
Other Personal Services	\$ -	\$ 333	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ 96,312	\$ 44,072	\$ 47,672	\$ 3,600	8.2%
Operating Expenses	\$ 3,590	\$ 15	\$ 245,925	\$ 256,202	\$ 277,320	\$ 21,118	8.2%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 25,571</b>	<b>\$ 16,272</b>	<b>\$ 342,237</b>	<b>\$ 344,774</b>	<b>\$ 372,498</b>	<b>\$ 27,724</b>	<b>8.0%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 200,918	\$ -	\$ -	\$ -	\$ 183,648	\$ -	\$ 384,566

### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 47,506	\$ -	\$ 47,506
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 47,672	\$ -	\$ 47,672
Operating Expenses	\$ 275,320	\$ 2,000	\$ 277,320
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 370,498</b>	<b>\$ 2,000</b>	<b>\$ 372,498</b>

## Program and Activity Allocations

### **Changes and Trends**

While this activity's budget remains consistent from FY 2014-2015 to FY 2015-2016, the increase in Operating Expenses of 8.2 percent reflects the need to align costs closer to actual anticipated expenses.

### **Budget Variances**

The FY 2015-2016 Preliminary Budget increased 8.0 percent from the FY 2014-2015 Current-Amended Budget as a result of alignment of fees associated with the field offices, vehicle needs due to aging fleet, and copy machine fees.

### **Major Budget Items**

The major budget items for this activity are related to Operating Expenses (\$277,320). The largest costs are Crestview and Carr field office lease payments and fuel for field inspectors to perform customer assistance and compliance site visits.

## Program and Activity Allocations

### Technology and Information Services (Activity 4.5)

This activity includes items associated with technology and information services. Costs include communications; software; computer supplies; computer equipment and other information processing equipment; and Salaries and Benefits associated with database modifications and upgrades.

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 4.5 - Technology and Information Services

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 13,480	\$ 4,710	\$ 12,016	\$ 229,918	\$ 233,207	\$ 3,289	1.4%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 12,839	\$ -	\$ 51,448	\$ 162,590	\$ 38,340	\$ (124,250)	-76.4%
Operating Expenses	\$ -	\$ 5,323	\$ 287,907	\$ 399,012	\$ 345,379	\$ (53,633)	-13.4%
Operating Capital Outlay	\$ -	\$ -	\$ 68,341	\$ 156,733	\$ 80,763	\$ (75,970)	-48.5%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 26,319</b>	<b>\$ 10,033</b>	<b>\$ 419,712</b>	<b>\$ 948,253</b>	<b>\$ 697,689</b>	<b>\$ (250,564)</b>	<b>-26.4%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 444,351	\$ -	\$ -	\$ -	\$ 279,275	\$ -	\$ 723,626

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 233,207	\$ -	\$ 233,207
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 38,340	\$ -	\$ 38,340
Operating Expenses	\$ 345,379	\$ -	\$ 345,379
Operating Capital Outlay	\$ 80,763	\$ -	\$ 80,763
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 697,689</b>	<b>\$ -</b>	<b>\$ 697,689</b>

### Changes and Trends

Significant investments were made in technology improvements in FY 2014-2015. The reductions proposed in FY 2015-2016 reflect the nonrecurring nature of hardware and

## Program and Activity Allocations

software purchases so that the focus has transitioned to maintenance and less costly upgrades, development, and replacements.

### **Budget Variances**

The FY 2015-2016 Preliminary Budget reflects the removal of nonrecurring funds from FY 2014-2015 and improved allocation of recurring IT costs related to the program areas and the need to support existing technologies, which requires both software and hardware to maintain services and infrastructure to support District business needs. Decreases across Contracted Services, Operating Expenses, and Operating Capital Outlay are due to nonrecurring costs in FY 2014-2015. Specifically, Contracted Services decreased due to completed projects, including no more consultant fees for external website development, Oracle database upgrade, and SharePoint implementation. Operating Expenses and Operating Capital Outlay decreased due to nonrecurring purchases of desk tops, wireless devices, and monitors (OE), and laptops, servers, and network technologies (OCO).

### **Major Budget Items**

Operating Expenses (\$345,379) make up the majority of this activity's budget, which address replacement of and updates to desktops, monitors, and wireless devices.

# Program and Activity Allocations

## Outreach (Program 5.0)

This program includes environmental education activities such as water conservation campaigns and water resource education; public information activities; lobbying activities relating to local, regional, state and federal governmental affairs; and all public relations activities, including related public service announcements and media events.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 5.0 Outreach

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 88,081	\$ 116,199	\$ 125,654	\$ 135,065	\$ 155,373	\$ 20,308	15.0%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contracted Services	\$ 2,250	\$ 2,880	\$ 3,727	\$ 10,000	\$ 10,000	\$ -	0.0%
Operating Expenses	\$ 9,330	\$ 2,012	\$ 6,569	\$ 19,219	\$ 17,194	\$ (2,025)	-10.5%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL</b>	<b>\$ 99,661</b>	<b>\$ 121,091</b>	<b>\$ 135,950</b>	<b>\$ 164,284</b>	<b>\$ 182,567</b>	<b>\$ 18,283</b>	<b>11.1%</b>

#### SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contracted Services	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Operating Expenses	\$ 275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 10,275</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,275</b>

#### RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	2.0	\$ 97,901	\$ 155,373	\$ -	\$ 155,373
Other Personal Services	0.0	\$ -	\$ -	\$ -	\$ -
Contracted Services	-	\$ -	\$ 10,000	\$ -	\$ 10,000
Operating Expenses			\$ 17,194	\$ -	\$ 17,194
Operating Capital Outlay			\$ -	\$ -	\$ -
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
<b>TOTAL</b>			<b>\$ 182,567</b>	<b>\$ -</b>	<b>\$ 182,567</b>

#### WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Preliminary) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	2.0	2.0	2.0	2.0	2.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	-
Other Personal Services	0.0	0.0	0.0	0.0	0.0	0.0	-
Intern	0.0	0.0	0.0	0.0	0.0	0.0	-
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	-
<b>TOTAL WORKFORCE</b>	<b>2.0</b>	<b>2.0</b>	<b>2.0</b>	<b>2.0</b>	<b>2.0</b>	<b>0.0</b>	<b>0.00%</b>

## Program and Activity Allocations

### **Changes and Trends**

Prior to FY 2012-2013, staff in the Public Information Office charged their time to the program office budgets when assisting those areas. To reflect the true cost of the Office, all staff time has since been charged to the Public Information budget.

### **Budget Variances**

Minimal changes have been made to this program. A default amount for benefits has been added to an existing vacancy of just over \$20,000 (previous incumbent had waived coverage).

### **Major Budget Items**

There are no major budget items in this program's budget.

Program and Activity Allocations  
Northwest Florida Water Management District  
**REDUCTIONS - NEW ISSUES**  
5.0 Outreach  
Fiscal Year 2015-16  
Preliminary Budget - January 15, 2015

FY 2014-15 Budget (Current-Amended)			2.00	\$	164,284
Reductions					
Issue	Description	Issue Amount	Workforce	Category	Subtotal
Salaries and Benefits					-
		-			
		-			
Other Personal Services					-
		-			
		-			
Contracted Services					-
		-			
		-			
Operating Expenses					2,025
1	Reduced copying, registration, and subscription expenses	2,025			
		-			
Operating Capital Outlay					-
		-			
		-			
Fixed Capital Outlay					-
		-			
		-			
Interagency Expenditures (Cooperative Funding)					-
		-			
		-			
Debt					-
		-			
		-			
Reserves					-
		-			
		-			
<b>TOTAL REDUCTIONS</b>			<b>0.00</b>		<b>2,025</b>

# Program and Activity Allocations

## Northwest Florida Water Management District

### REDUCTIONS - NEW ISSUES

5.0 Outreach

Fiscal Year 2015-16

Preliminary Budget - January 15, 2015

New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				20,308
1	Default health insurance budgeted for vacant position, previous encumbent waived coverage	20,308		
		-		
Other Personal Services				-
		-		
		-		
Contracted Services				-
		-		
		-		
Operating Expenses				-
		-		
		-		
Operating Capital Outlay				-
		-		
		-		
Fixed Capital Outlay				-
		-		
		-		
Interagency Expenditures (Cooperative Funding)				-
		-		
		-		
Debt				-
		-		
		-		
Reserves				-
		-		
		-		
TOTAL NEW ISSUES			0.00	20,308
5.0 Outreach				
Total Workforce and Preliminary Budget for FY 2015-16			2.00	\$ 182,567



## Program and Activity Allocations

### Public Information (Activity 5.2)

The District's public information programs are designed to assist and inform local governments, other agencies and the general public about regional water issues. The primary goal is to enhance public awareness, understanding and participation in comprehensive water resource management. This activity includes a general public awareness program for the SWIM program; preparation, printing and distribution of brochures, booklets and materials on the District's water conservation and protection programs; and public noticing of water management district decision-making, Governing Board meetings and budgetary information.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 5.2 - Public Information

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 55,008	\$ 116,199	\$ 125,654	\$ 135,065	\$ 155,373	\$ 20,308	15.0%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ 9,112	\$ 1,767	\$ 6,444	\$ 18,469	\$ 16,919	\$ (1,550)	-8.4%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 64,120</b>	<b>\$ 117,966</b>	<b>\$ 132,098</b>	<b>\$ 153,534</b>	<b>\$ 172,292</b>	<b>\$ 18,758</b>	<b>12.2%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 155,373	\$ -	\$ 155,373
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ 16,919	\$ -	\$ 16,919
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 172,292</b>	<b>\$ -</b>	<b>\$ 172,292</b>

## Program and Activity Allocations

### **Changes and Trends**

Prior to FY 2012-2013, staff in the Public Information Office charged their time to the Program office budgets when assisting those areas. To reflect the true cost of the Office, all staff time has since been charged to the Public Information budget.

### **Budget Variances**

Salaries and Benefits increased just over \$20,000 to include a default amount for our benefits package to an existing vacancy (previous incumbent had waived coverage).

### **Major Budget Items**

The major budget item for this activity is related to Salaries and Benefits (\$155,373). This funding covers two positions to work full-time handling public information activities for the District.

## Program and Activity Allocations

### Lobbying/Legislative Affairs/Cabinet Affairs (Activity 5.4)

This activity responds to requests for information from state legislators and legislative staff, attends committee meetings and, as requested, provides information to members of the Congressional delegation.

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 2,250	\$ 2,880	\$ 3,727	\$ 10,000	\$ 10,000	\$ -	0.0%
Operating Expenses	\$ 200	\$ 245	\$ 125	\$ 750	\$ 275	\$ (475)	-63.3%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 2,450</b>	<b>\$ 3,125</b>	<b>\$ 3,852</b>	<b>\$ 10,750</b>	<b>\$ 10,275</b>	<b>\$ (475)</b>	<b>-4.4%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 10,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,275

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 10,000	\$ -	\$ 10,000
Operating Expenses	\$ 275	\$ -	\$ 275
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 10,275</b>	<b>\$ -</b>	<b>\$ 10,275</b>

### Changes and Trends

The District continues to work in cooperation with the Florida Legislature, Governor's Office, and other state agencies to serve Floridians and protect the area's water and natural resources.

## Program and Activity Allocations

### **Budget Variances**

No significant variances for this activity.

### **Major Budget Items**

None

# Program and Activity Allocations

## District Management and Administration (Program 6.0)

This program includes all Governing Board support; executive support; management information systems; general counsel; ombudsman; human resources; finance, audit and budget; risk management; and administrative services.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 6.0 District Management and Administration

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 2,821,582	\$ 1,417,608	\$ 1,770,854	\$ 1,410,468	\$ 1,430,646	\$ 20,178	1.4%
Other Personal Services	\$ 3	\$ 237	\$ -	\$ 15,500	\$ 12,332	\$ (3,168)	-20.4%
Contracted Services	\$ 169,182	\$ 106,794	\$ 239,490	\$ 219,806	\$ 145,856	\$ (73,950)	-33.6%
Operating Expenses	\$ 601,261	\$ 370,290	\$ 294,456	\$ 382,861	\$ 342,968	\$ (39,893)	-10.4%
Operating Capital Outlay	\$ 60,629	\$ 5,475	\$ 104,267	\$ 91,391	\$ 47,093	\$ (44,298)	-48.5%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 3,652,656</b>	<b>\$ 1,900,404</b>	<b>\$ 2,409,067</b>	<b>\$ 2,120,026</b>	<b>\$ 1,978,895</b>	<b>\$ (141,131)</b>	<b>-6.7%</b>

#### SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 619,359	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 619,359
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contracted Services	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Operating Expenses	\$ 26,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,275
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 817,951</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 817,951</b>

#### RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	23.0	\$ 1,020,738	\$ 1,430,646	\$ -	\$ 1,430,646
Other Personal Services	0.5	\$ 11,440	\$ 12,332	\$ -	\$ 12,332
Contracted Services	-	\$ -	\$ 145,856	\$ -	\$ 145,856
Operating Expenses			\$ 342,968	\$ -	\$ 342,968
Operating Capital Outlay			\$ 47,093	\$ -	\$ 47,093
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
<b>TOTAL</b>			<b>\$ 1,978,895</b>	<b>\$ -</b>	<b>\$ 1,978,895</b>

#### WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Preliminary) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	22.0	22.0	22.0	22.0	23.0	1.0	4.5%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	1.0	0.0	0.5	0.5	0.5	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
<b>TOTAL WORKFORCE</b>	<b>23.0</b>	<b>22.0</b>	<b>22.5</b>	<b>22.5</b>	<b>23.5</b>	<b>1.0</b>	<b>4.44%</b>

## Program and Activity Allocations

### **Changes and Trends**

Over the past three years, the EOG, Legislature, and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including equipment replacement cycles, employee benefits, and financial and budget reporting. Costs previously paid from this program have been reallocated across all programs to better reflect the full cost of providing services and to align costs with the appropriate revenue sources. The District initiated spending funds from the newly created Technology activities in each Program area in FY 2012-2013, to begin capturing the costs associated with each program.

The FY 2015-2016 budget continues allocating across program areas a share of the recurring licensing, software maintenance and IT staff time associated with developing and maintaining information technology software and hardware.

The combined budgets for Program 5, Outreach (\$182,567) and Program 6, District Management and Administration (\$1,978,895) represent 6.6 percent of the \$32.6 million budget proposed for FY 2015-2016.

### **Budget Variances**

The total program's budget decrease of \$141,131 or 6.7 percent is mostly due to the removal of FY 2014-2015 non-recurring Information Technology funding.

### **Major Budget Items**

Salaries and Benefits (\$1,430,646) make up nearly three-fourths of this program's budget, which includes executive, financial, personnel, IT and other administrative support for the District. The remainder of this program's FY 2015-2016 budget of \$548,249 mostly consists of \$145,856 for Contracted Services (e.g., legal counsel, audit services) and \$342,968 for Operating Expenses (e.g., liability insurances, tax collector fees, legal ads, uniforms, and training/travel).

Program and Activity Allocations  
Northwest Florida Water Management District  
**REDUCTIONS - NEW ISSUES**  
6.0 District Management and Administration  
Fiscal Year 2015-16  
Preliminary Budget - January 15, 2015

FY 2014-15 Budget (Current-Amended)			22.50	\$	2,120,026
Reductions					
Issue	Description	Issue Amount	Workforce	Category	Subtotal
Salaries and Benefits					-
		-			
		-			
Other Personal Services					3,168
1	OPS salary and benefit rate adjustments	3,168			
		-			
Contracted Services					82,450
2	Decrease in IT contractual services needs	72,450			
3	Reduction in internal auditor costs	10,000			
		-			
Operating Expenses					47,292
4	Decrease in training, travel, continuing education	6,624			
5	Decrease in purchasing new computer software	21,057			
6	Reduced general operating expenses and aligned budget closer to actual expenses	19,611			
Operating Capital Outlay					44,298
7	Decrease in purchasing new computer hardware	44,298			
		-			
		-			
Fixed Capital Outlay					-
		-			
		-			
Interagency Expenditures (Cooperative Funding)					-
		-			
		-			
Debt					-
		-			
		-			
Reserves					-
		-			
		-			
TOTAL REDUCTIONS			0.00		177,208

# Program and Activity Allocations

## REDUCTIONS - NEW ISSUES

### 6.0 District Management and Administration

Fiscal Year 2015-16

Preliminary Budget - January 15, 2015

New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits			1.00	20,178
1	Transfer of an FTE from Regulatory to address workload needs in Accounting	20,178	1.00	
		-		
Other Personal Services				-
		-		
		-		
Contracted Services				8,500
2	Legal services and guidance needed regarding procurement, contracting, policies and procedures development, and personnel issues	8,500		
		-		
Operating Expenses				7,399
3	Software renewals	683		
4	Aligned budget closer to actual expenses, new copier lease, liability insurance increase	6,716		
		-		
Operating Capital Outlay				-
		-		
		-		
Fixed Capital Outlay				-
		-		
		-		
Interagency Expenditures (Cooperative Funding)				-
		-		
		-		
Debt				-
		-		
		-		
Reserves				-
		-		
		-		
TOTAL NEW ISSUES			1.00	36,077
Total Workforce and Preliminary Budget for FY 2015-16			23.50	\$ 1,978,895



# Program and Activity Allocations

## Administrative and Operations Support (Activity 6.1)

This activity includes executive management, executive support, Governing Board support, ombudsman, general counsel, inspector general, administrative support (general), procurement and contract administration, insurance, finance, accounting, budget and human resources. In addition, this activity includes administrative and programmatic computer systems support, directs maintenance and replacement of equipment, hardware and software support and includes the Geographic Information System (GIS) staff and systems support.

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

#### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 6.1 - Administrative and Operations Support

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ 2,821,582	\$ 1,417,608	\$ 1,770,854	\$ 1,410,468	\$ 1,430,646	\$ 20,178	1.4%
Other Personal Services	\$ 3	\$ 237	\$ -	\$ 15,500	\$ 12,332	\$ (3,168)	-20.4%
Contracted Services	\$ 169,182	\$ 106,794	\$ 239,490	\$ 219,806	\$ 145,856	\$ (73,950)	-33.6%
Operating Expenses	\$ 545,144	\$ 319,851	\$ 234,456	\$ 322,861	\$ 282,968	\$ (39,893)	-12.4%
Operating Capital Outlay	\$ 60,629	\$ 5,475	\$ 104,267	\$ 91,391	\$ 47,093	\$ (44,298)	-48.5%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 3,596,540</b>	<b>\$ 1,849,965</b>	<b>\$ 2,349,067</b>	<b>\$ 2,060,026</b>	<b>\$ 1,918,895</b>	<b>\$ (141,131)</b>	<b>-6.9%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 817,951	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 817,951

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,430,646	\$ -	\$ 1,430,646
Other Personal Services	\$ 12,332	\$ -	\$ 12,332
Contracted Services	\$ 145,856	\$ -	\$ 145,856
Operating Expenses	\$ 282,968	\$ -	\$ 282,968
Operating Capital Outlay	\$ 47,093	\$ -	\$ 47,093
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 1,918,895</b>	<b>\$ -</b>	<b>\$ 1,918,895</b>

## Changes and Trends

Over the past three years, the EOG, Legislature and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including replacement equipment cycles and financial and budget reporting. To provide

## Program and Activity Allocations

more accurate program costs versus administrative costs, the districts agreed to certain allocations or direct charging of costs previously paid from the administrative activities. Prior to FY 2011-2012, the Division of Administration budget included all employee benefits, including the payment of compensated absences for the District; fleet and property insurance; utilities and janitorial costs for Headquarters and field offices; telephone costs; and furniture and equipment purchase and rental. In FY 2011-2012, the employee benefits were distributed to the program areas. Other costs directly related to the program areas have also been transitioned to those budgets.

### **Budget Variances**

This activity's FY 2015-2016 budget is \$1,918,895, of which \$323,476 or 16.9 percent makes up the IT budget for Districtwide support needs. The decrease of \$141,131 is nearly 100 percent in IT reductions. For the past two years, the District has been building its IT infrastructure and investing in technology advancements. For FY 2015-2016, IT will transition to more of a support/maintenance mode spending less on new website and SharePoint development, replacement of legacy, outdated, and unsupported programs, and network equipment improvements. More emphasis will be placed on software renewals, maintenance agreements, and technical support.

Changes made to the rest of this activity were to align budget closer to actual expenditures, including transfers from Operating Expenses to Contracted Services to more accurately reflect the purpose of these expenditures.

### **Major Budget Items**

The major budget categories in this activity are Salaries and Benefits at \$1,430,646 followed by Operating Expenses of \$282,968.

## Program and Activity Allocations

### Other – (Tax Collector/Property Appraiser Fees) (Activity 6.4)

This category includes fees charged by the tax collectors and property appraisers of the 16 counties within the District's jurisdiction. These fees are to compensate the counties for their costs associated with the noticing and collection and remittance of ad valorem tax revenues on the behalf of and to the District.

#### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

##### ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

#### 6.4 - Other - (Tax Collector / Property Appraiser Fees)

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Non-Final)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Preliminary)	Difference in \$ (Current -- Preliminary)	% of Change (Current -- Preliminary)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ 56,116	\$ 50,439	\$ 60,000	\$ 60,000	\$ 60,000	\$ -	0.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 56,116</b>	<b>\$ 50,439</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>	<b>\$ -</b>	<b>0.0%</b>

<b>SOURCE OF FUNDS</b>	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

#### OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ 60,000	\$ -	\$ 60,000
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 60,000</b>	<b>\$ -</b>	<b>\$ 60,000</b>

### Changes and Trends

Fees paid to the property appraisers are based on a percent of their approved budget and the District's share of the ad valorem taxes levied. Tax collectors are paid based on the amount of taxes collected.

## Program and Activity Allocations

### **Budget Variances**

None

### **Major Budget Items**

None

## Program and Activity Allocations

### **E. District Specific Programs**

None

## Program and Activity Allocations

### **F. Program by Area of Responsibility**

Subparagraph 373.536(5)(d)5, F.S., requires the District to report the total estimated amount in its budget for each area of responsibility (AOR). All programs and activities at the water management districts are categorized by four AORs, including water supply, water quality, flood protection and natural systems.

Expenditures in the four AORs are provided only at the program level. These AOR expenditures are estimates only, and do not reflect the overlap between the areas of responsibility. For instance, a land acquisition project can serve more than one purpose (e.g., flood protection/floodplain management and natural systems). Therefore, the AOR expenditures should be viewed only as one indication of whether the District is adequately addressing each area of responsibility.

# Program and Activity Allocations

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2013-14 (Actual-Non-Final)

### PRELIMINARY BUDGET - Fiscal Year 2015-2016

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2013-14 (Actual-Non-Final)	Water Supply	Water Quality	Flood Protection	Natural Systems
<b>1.0 Water Resources Planning and Monitoring</b>	<b>\$3,725,759</b>	<b>\$505,496</b>	<b>\$880,676</b>	<b>\$1,209,798</b>	<b>\$1,129,789</b>
1.1 - District Water Management Planning	1,558,482	X	X	X	X
1.1.1 Water Supply Planning	148,436	X	X		X
1.1.2 Minimum Flows and Levels	681,012	X	X		X
1.1.3 Other Water Resources Planning	729,034	X	X	X	X
1.2 - Research, Data Collection, Analysis and Monitoring	664,455	X	X	X	X
1.3 - Technical Assistance	1,388,487	X	X	X	X
1.4 - Other Water Resources Planning and Monitoring Activities	0				
1.5 - Technology & Information Services	114,335	X	X	X	X
<b>2.0 Acquisition, Restoration and Public Works</b>	<b>\$9,362,419</b>	<b>\$6,273,395</b>	<b>\$1,639,951</b>	<b>\$491,851</b>	<b>\$957,222</b>
2.1 - Land Acquisition	25,755	X	X	X	X
2.2 - Water Source Development	6,034,709	X	X		X
2.2.1 Water Resource Development Projects	102,185	X	X		X
2.2.2 Water Supply Development Assistance	5,932,524	X			
2.2.3 Other Water Source Development Activities	0				
2.3 - Surface Water Projects	2,275,764		X	X	X
2.4 - Other Cooperative Projects	0				
2.5 - Facilities Construction and Major Renovations	250,176	X	X	X	X
2.6 - Other Acquisition and Restoration Activities	727,508	X	X	X	X
2.7 - Technology & Information Service	48,507	X	X	X	X
<b>3.0 Operation and Maintenance of Lands and Works</b>	<b>\$2,879,809</b>	<b>\$394,194</b>	<b>\$829,353</b>	<b>\$828,131</b>	<b>\$828,131</b>
3.1 - Land Management	2,169,688	X	X	X	X
3.2 - Works	1,222		X		
3.3 - Facilities	346,680	X	X	X	X
3.4 - Invasive Plant Control	0				
3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services <sup>(2)</sup>	82,278	X	X	X	X
3.7 - Technology & Information Services <sup>(1)</sup>	279,941	X	X	X	X
<b>4.0 Regulation</b>	<b>\$3,244,516</b>	<b>\$1,308,368</b>	<b>\$924,638</b>	<b>\$411,324</b>	<b>\$600,186</b>
4.1 - Consumptive Use Permitting	550,118	X	X		X
4.2 - Water Well Construction Permitting and Contractor Licensing	637,776	X	X		X
4.3 - Environmental Resource and Surface Water Permitting	1,294,673	X	X	X	X
4.4 - Other Regulatory and Enforcement Activities	342,237	X	X	X	X
4.4 - Technology & Information Service	419,712	X	X	X	X
<b>5.0 Outreach</b>	<b>\$135,950</b>	<b>\$33,988</b>	<b>\$33,988</b>	<b>\$33,988</b>	<b>\$33,988</b>
5.1 - Water Resource Education	0	X	X	X	X
5.2 - Public Information	132,098	X	X	X	X
5.3 - Public Relations	0				
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	3,852	X	X	X	X
5.5 - Other Outreach Activities	0				
5.5 - Technology & Information Service	0				
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$19,348,453</i>				
<b>6.0 District Management and Administration</b>	<b>\$2,409,067</b>				
6.1 - Administrative and Operations Support	2,349,067				
6.1.1 - Executive Direction	634,748				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	727,722				
6.1.5 - Fleet Services	0				
6.1.6 - Procurement / Contract Administration	0				
6.1.7 - Human Resources	97,481				
6.1.8 - Communications	0				
6.1.9 - Technology & Information Services	889,116				
6.2 - Computer/Computer Support	0				
6.3 - Reserves	0				
6.4 - Other - (Tax Collector / Property Appraiser Fees)	60,000				
<b>TOTAL</b>	<b>\$21,757,520</b>				

# Program and Activity Allocations

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2014-15 (Current-Amended)

### PRELIMINARY BUDGET - Fiscal Year 2015-2016

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2014-15 (Current-Amended)	Water Supply	Water Quality	Flood Protection	Natural Systems
<b>1.0 Water Resources Planning and Monitoring</b>	<b>\$8,757,330</b>	<b>\$974,087</b>	<b>\$1,560,110</b>	<b>\$3,037,109</b>	<b>\$3,186,024</b>
1.1 - District Water Management Planning	2,972,483	X	X	X	X
1.1.1 Water Supply Planning	96,789	X	X		
1.1.2 Minimum Flows and Levels	2,378,210	X	X		X
1.1.3 Other Water Resources Planning	497,484	X	X	X	X
1.2 - Research, Data Collection, Analysis and Monitoring	1,348,048	X	X	X	X
1.3 - Technical Assistance	3,897,009	X	X	X	X
1.4 - Other Water Resources Planning and Monitoring Activities	0				
1.5 - Technology & Information Services	539,790	X	X	X	X
<b>2.0 Acquisition, Restoration and Public Works</b>	<b>\$34,302,302</b>	<b>\$15,940,670</b>	<b>\$10,524,644</b>	<b>\$2,252,388</b>	<b>\$5,584,600</b>
2.1 - Land Acquisition	45,165	X	X	X	X
2.2 - Water Source Development	15,421,696	X	X		X
2.2.1 Water Resource Development Projects	388,494	X	X		X
2.2.2 Water Supply Development Assistance	15,033,202	X			
2.2.3 Other Water Source Development Activities	0				
2.3 - Surface Water Projects	16,466,815		X	X	X
2.4 - Other Cooperative Projects	0				
2.5 - Facilities Construction and Major Renovations	380,000	X	X	X	X
2.6 - Other Acquisition and Restoration Activities	1,757,287	X	X	X	X
2.7 - Technology & Information Service	231,339	X	X	X	X
<b>3.0 Operation and Maintenance of Lands and Works</b>	<b>\$3,865,522</b>	<b>\$523,883</b>	<b>\$1,121,359</b>	<b>\$1,110,140</b>	<b>\$1,110,140</b>
3.1 - Land Management	2,931,287	X	X	X	X
3.2 - Works	11,218		X		
3.3 - Facilities	313,949	X	X	X	X
3.4 - Invasive Plant Control	0				
3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services <sup>(2)</sup>	45,911	X	X	X	X
3.7 - Technology & Information Services <sup>(1)</sup>	563,157	X	X	X	X
<b>4.0 Regulation</b>	<b>\$4,162,288</b>	<b>\$1,640,959</b>	<b>\$1,190,568</b>	<b>\$556,422</b>	<b>\$774,339</b>
4.1 - Consumptive Use Permitting	659,885	X	X		X
4.2 - Water Well Construction Permitting and Contractor Licensing	720,292	X	X		X
4.3 - Environmental Resource and Surface Water Permitting	1,489,084	X	X	X	X
4.4 - Other Regulatory and Enforcement Activities	344,774	X	X	X	X
4.4 - Technology & Information Service	948,253	X	X	X	X
<b>5.0 Outreach</b>	<b>\$164,284</b>	<b>\$41,071</b>	<b>\$41,071</b>	<b>\$41,071</b>	<b>\$41,071</b>
5.1 - Water Resource Education	0	X	X	X	X
5.2 - Public Information	153,534	X	X	X	X
5.3 - Public Relations	0				
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	10,750	X	X	X	X
5.5 - Other Outreach Activities	0				
5.5 - Technology & Information Service	0				
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$51,251,726</i>				
<b>6.0 District Management and Administration</b>	<b>\$2,120,026</b>				
6.1 - Administrative and Operations Support	2,060,026				
6.1.1 - Executive Direction	623,511				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	859,231				
6.1.5 - Fleet Services	0				
6.1.6 - Procurement / Contract Administration	0				
6.1.7 - Human Resources	112,601				
6.1.8 - Communications	0				
6.1.9 - Technology & Information Services	464,683				
6.2 - Computer/Computer Support	0				
6.3 - Reserves	0				
6.4 - Other - (Tax Collector / Property Appraiser Fees)	60,000				
<b>TOTAL</b>	<b>\$53,371,752</b>				



# Program and Activity Allocations

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2015-16 (Preliminary Budget)

### PRELIMINARY BUDGET - Fiscal Year 2015-2016

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2015-16 (Preliminary Budget)	Water Supply	Water Quality	Flood Protection	Natural Systems
<b>1.0 Water Resources Planning and Monitoring</b>	<b>\$6,855,105</b>	<b>\$789,147</b>	<b>\$1,280,336</b>	<b>\$2,125,728</b>	<b>\$2,659,894</b>
1.1 - District Water Management Planning	2,895,486	X	X	X	X
1.1.1 Water Supply Planning	105,086	X	X		
1.1.2 Minimum Flows and Levels	2,151,160	X	X		X
1.1.3 Other Water Resources Planning	639,240	X	X	X	X
1.2 - Research, Data Collection, Analysis and Monitoring	938,496	X	X	X	X
1.3 - Technical Assistance	2,637,251	X	X	X	X
1.4 - Other Water Resources Planning and Monitoring Activities	0				
1.5 - Technology & Information Services	383,872	X	X	X	X
<b>2.0 Acquisition, Restoration and Public Works</b>	<b>\$15,850,333</b>	<b>\$6,515,629</b>	<b>\$5,451,568</b>	<b>\$1,039,664</b>	<b>\$2,843,472</b>
2.1 - Land Acquisition	64,335	X	X	X	X
2.2 - Water Source Development	6,488,355	X	X		X
2.2.1 Water Resource Development Projects	650,786	X	X		X
2.2.2 Water Supply Development Assistance	5,837,569	X			
2.2.3 Other Water Source Development Activities	0				
2.3 - Surface Water Projects	8,693,651		X	X	X
2.4 - Other Cooperative Projects	0				
2.5 - Facilities Construction and Major Renovations	240,000	X	X	X	X
2.6 - Other Acquisition and Restoration Activities	187,500	X	X	X	X
2.7 - Technology & Information Service	176,492	X	X	X	X
<b>3.0 Operation and Maintenance of Lands and Works</b>	<b>\$3,799,938</b>	<b>\$513,862</b>	<b>\$1,100,086</b>	<b>\$1,092,995</b>	<b>\$1,092,995</b>
3.1 - Land Management	2,895,662	X	X	X	X
3.2 - Works	7,091		X		
3.3 - Facilities	347,362	X	X	X	X
3.4 - Invasive Plant Control	0				
3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services <sup>(2)</sup>	47,911	X	X	X	X
3.7 - Technology & Information Services <sup>(1)</sup>	501,912	X	X	X	X
<b>4.0 Regulation</b>	<b>\$3,933,574</b>	<b>\$1,594,473</b>	<b>\$1,113,883</b>	<b>\$504,692</b>	<b>\$720,526</b>
4.1 - Consumptive Use Permitting	674,117	X	X		X
4.2 - Water Well Construction Permitting and Contractor Licensing	735,994	X	X		X
4.3 - Environmental Resource and Surface Water Permitting	1,453,276	X	X	X	X
4.4 - Other Regulatory and Enforcement Activities	372,498	X	X	X	X
4.4 - Technology & Information Service	697,689	X	X	X	X
<b>5.0 Outreach</b>	<b>\$182,567</b>	<b>\$45,642</b>	<b>\$45,642</b>	<b>\$45,642</b>	<b>\$45,642</b>
5.1 - Water Resource Education	0	X	X	X	X
5.2 - Public Information	172,292	X	X	X	X
5.3 - Public Relations	0				
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	10,275	X	X	X	X
5.5 - Other Outreach Activities	0				
5.5 - Technology & Information Service	0				
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$30,621,517</i>				
<b>6.0 District Management and Administration</b>	<b>\$1,978,895</b>				
6.1 - Administrative and Operations Support	1,918,895				
6.1.1 - Executive Direction	660,634				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	820,222				
6.1.5 - Fleet Services	0				
6.1.6 - Procurement / Contract Administration	0				
6.1.7 - Human Resources	114,563				
6.1.8 - Communications	0				
6.1.9 - Technology & Information Services	323,476				
6.2 - Computer/Computer Support	0				
6.3 - Reserves	0				
6.4 - Other - (Tax Collector / Property Appraiser Fees)	60,000				
<b>TOTAL</b>	<b>\$32,600,412</b>				

# Summary of Staffing Levels

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## SUMMARY OF WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

PRELIMINARY BUDGET - Fiscal Year 2015-2016

PROGRAM	WORKFORCE CATEGORY	2011-2012 to 2015-2016							Current-Amended to Preliminary 2014-2015 to 2015-2016	
		Difference	% Change	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
All Programs	Authorized Positions	(14.0)	-12.17%	115.0	105.0	101.0	101.0	101.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(8.0)	-47.06%	17.0	15.0	10.0	9.0	9.0	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(22.0)	-16.67%	132.0	120.0	111.0	110.0	110.0	-	0.00%
Water Resource Planning and Monitoring	Authorized Positions	1.0	5.26%	19.0	19.0	20.0	20.0	20.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(3.0)	-75.00%	4.0	4.0	1.5	1.0	1.0	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(2.0)	-8.70%	23.0	23.0	21.5	21.0	21.0	-	0.00%
Acquisition, Restoration and Public Works	Authorized Positions	(4.0)	-33.33%	12.0	12.0	8.0	8.0	8.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(3.0)	-75.00%	4.0	4.0	1.5	1.0	1.0	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(7.0)	-43.75%	16.0	16.0	9.5	9.0	9.0	-	0.00%
Operations and Maintenance of Lands and Works	Authorized Positions	2.0	14.29%	14.0	14.0	16.0	16.0	16.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(2.5)	-62.50%	4.0	4.0	1.5	1.5	1.5	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(0.5)	-2.78%	18.0	18.0	17.5	17.5	17.5	-	0.00%
Regulation	Authorized Positions	(14.0)	-30.43%	46.0	36.0	33.0	33.0	32.0	(1.0)	-3.03%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	1.0	25.00%	4.0	3.0	5.0	5.0	5.0	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(13.0)	-26.00%	50.0	39.0	38.0	38.0	37.0	(1.0)	-2.63%
Outreach	Authorized Positions	-	0.00%	2.0	2.0	2.0	2.0	2.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	-		-	-	-	-	-	-	
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	-	0.00%	2.0	2.0	2.0	2.0	2.0	-	0.00%
Management and Administration	Authorized Positions	1.0	4.55%	22.0	22.0	22.0	22.0	23.0	1.0	4.55%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(0.5)	-50.00%	1.0	-	0.5	0.5	0.5	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	0.5	2.17%	23.0	22.0	22.5	22.5	23.5	1.0	4.44%

The District has historically only hired students for the temporary part-time positions and each position, though part-time, was counted as a position. For consistency purposes, the OPS positions are being counted based on a 40 hour week full time equivalent.

## Performance Measures

The five water management districts maintain a consistent set of performance metrics used to monitor and compare the performance of the districts. The Northwest Florida Water Management District's budget presents core mission performance measures to report the effectiveness and efficiency of its programs and activities.

Northwest Florida Water Management District  
**PERFORMANCE MEASURES - NATURAL SYSTEMS**  
 Fiscal Year 13-14 End of Year Performance Data  
 Preliminary Budget - January 15, 2015

**Natural System Primary Goal: To restore the hydrology of natural systems and improve water quality of natural systems.**

NS Objective 1: Maintain the integrity and functions of water resources and related natural systems		
Annual Measures	Fiscal Year 13-14	
Number of MFLs and Reservations, by water body type, established annually (fiscal year) and cumulatively (ever)	Annual	Cumulative
Aquifer	0	0
Estuary	0	0
Lake	0	0
River	0	2
Spring	0	0
Wetland	0	0
Number and percentage of water bodies meeting their adopted MFLs	Annual	Percent
Number of water bodies meeting MFLs	0	#DIV/0!
Number of water bodies with adopted MFLs	0	

NS Objective 2: Restore or improve degraded water resources and related natural systems to a naturally functioning condition.		
Annual Measures	Fiscal Year 13-14	
For water bodies not meeting their adopted MFLs, the number and percentage of those water bodies with an adopted recovery or prevention strategy.	Annual	Percent
Number of water bodies with an adopted recovery or prevention strategy	0	#DIV/0!
Number of water bodies supposed to have an adopted recovery or prevention strategy	0	

NS Objective 3: To evaluate district owned lands to ensure that lands owned are necessary for the protection and restoration of water resources									
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Cost per Acre
Number of acres and percentage of District lands evaluated for surplus.									Number Fiscal Year 13-14
Number of acres evaluated for surplus									- 0.00%
Total acres of District lands held at the beginning of the fiscal year									212,381.00
Number of acres and % of surplus lands sold, exchanged, or leased.									Number Annualized Average
Number of acres of surplus lands sold, exchanged, or leased									1,279.02 105.02%
Total acres of land approved for sale, trade or lease by the Governing Board									1,217.92

Northwest Florida Water Management District  
**PERFORMANCE MEASURES - NATURAL SYSTEMS**  
 Fiscal Year 13-14 End of Year Performance Data  
 Preliminary Budget - January 15, 2015

**Natural System Primary Goal: To restore the hydrology of natural systems and improve water quality of natural systems.**

NS Objective 4: To identify the efficiency and relative cost of restoration and land management activities										
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Cost per Acre	
Cost/acre for lands managed by the District (not total).	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Fiscal Year 13-14
Dollars expended in land management where the District serves as the lead manager									\$2,584,363.40	\$12.24
Number of acres where the District serves as the lead manager									211,152.00	
Cost/acre prescribed fire.									Number	Annualized Average
Dollars expended for prescribed burning									\$153,765.34	\$16.36
Number of acres burned									9,401.00	
Cost/acre for invasive plant control.									Number	Annualized Average
Dollars expended controlling invasive plants									\$0.00	#DIV/0!
Number of acres treated									0.00	

Northwest Florida Water Management District  
**PERFORMANCE MEASURES - WATER QUALITY**  
 Fiscal Year 13-14 End of Year Performance Data  
 Preliminary Budget - January 15, 2015

**Water Quality Primary Goal: To achieve and maintain surface water quality standards**

WQ Objective 1: Identify the efficiency of permit review, issuance and relative cost of permit processing.										
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Performance	
For closed applications, the median time to process ERP by permit type and total.	Median		Median		Median		Median		Median	
Exemptions and noticed general permits	2.00		2.00		2.00		2.00		2.00	
Individually processed permits	22.00		21.00		23.00		23.50		20.50	
Letter modifications and extensions	5.50		4.00		5.50		3.00		5.00	
All authorizations combined	7.00		12.50		2.00		2.00		3.00	
For ERPs, cost to issue permit for all permit types	Number	Cost/Permit	Number	Cost/Permit	Number	Cost/Permit	Number	Cost	Number	Cost/Permit
Total cost	\$75,687.67	\$850.42	\$76,684.04	\$716.67	\$61,014.27	\$378.97	\$68,254.09	\$423.94	\$281,640.07	\$543.71
Number of permits	89		107		161		161		518	
For ERP, In-House Application to Staff Ratio for All Permit Types	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio
Total number of open applications	89	23.42	107	24.94	161	43.16	161	41.49	518	32.99
Number of staff for the permit area	3.80		4.29		3.73		3.88		15.70	

Northwest Florida Water Management District  
**PERFORMANCE MEASURES - WATER SUPPLY**  
 Fiscal Year 13-14 End of Year Performance Data  
 Preliminary Budget - January 15, 2015

**Water Supply Primary Goal: To ensure a safe and adequate source of water for all users**

WS Objective 1: Increase available water supplies and maximize overall water use efficiency to meet identified existing and future needs.	
Annual Measure	Fiscal Year 13-14
District-wide, the quantity (mgd) of the 2010-2030 Public Supply increase in demand that has been met, excluding water conservation projects	MGD
	31.77
Uniform residential per capita water use (Public Supply) by District	GPCD
	73.00

WS Objective 2: To identify the efficiency of permit review and issuance and relative cost of permit processing.										
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		FY 13-14 Annualized Performance	
For closed applications, the median time to process CUP by permit type and total.	Median		Median		Median		Median		Median	
Individually processed permits	69.00		49.50		40.00		70.00		52.00	
All authorizations combined	34.50		22.00		20.00		22.50		26.00	
For CUPs, cost to issue permit for all permit types (BPM and Metric - Report Quarterly Measures)	Number	Cost	Number	Cost	Number	Cost	Number	Cost	Number	Cost
Total cost	\$24,396.14	\$786.97	\$14,517.98	\$537.70	\$14,731.53	\$526.13	\$14,969.29	\$534.62	\$68,614.94	\$601.89
Number of permits	31		27		28		28		114	
For CUP, In-House application to staff ratio for all permit types (Metric - Report Quarterly Measures)	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio
Total number of open applications	31	20.00	27	28.13	28	28.57	28	29.47	114	25.68
Number of staff for the permit area	1.55		0.96		0.98		0.95		4.44	
WS Objective 3: To identify the efficiency of developing water resources and water supply.										
Annual Measures								Fiscal Year 13-14		
Cost per million gallons a day for Water Supply Development								Number	Cost	
Water Supply Development Cost								0.00	\$0.00	
Quantity (mgd) produced								11.99		

Northwest Florida Water Management District  
**PERFORMANCE MEASURES - MISSION SUPPORT**  
 Fiscal Year 13-14 End of Year Performance Data  
 Preliminary Budget - January 15, 2015

**Mission Support Primary Goal: Support District core programs both effectively and efficiently.**

MS Objective 1: To assess the ongoing costs of administrative and support operations in order to achieve optimal efficiency to minimize costs.									
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Performance
Administrative Costs as a Percentage of Total Expenditures (report cumulative totals for each quarter during a fiscal year)	Number	Percent	Number	Percent	Number	Percent	Number	Percent	(Quarters are cumulative)
Administrative costs	549,351.13	18.46%	1,184,544.93	18.94%	1,781,136.54	11.33%	2,487,647.79	11.59%	
Total expenditures	2,976,575.66		6,253,763.45		15,714,799.03		21,471,218.33		



## Basin Budgets

Not Applicable

## Appendices

### A. Terms

**Ad Valorem Tax:** a tax imposed on the value of real and personal property as certified by the property appraiser in each county.

**Alternative Water Supply (AWS):** includes, but is not limited to, conservation, reuse, aquifer storage and recovery, surface water storage, desalination, and other sources designated within an applicable regional water supply plan (also known as non-traditional sources).

**Areas of Responsibility (AOR):** the four areas of responsibility which must be addressed by each water management district's District Water Management Plan or Strategic Plan: water supply, water quality, flood protection and natural systems.

**Best Management Practices (BMPs):** a practice or combination of practices determined, through research, field testing and expert review, to be the most effective and practicable (including economic and technological considerations) on-site means of improving water quality in discharges.

**Budget Performance Measures (BPMs):** accountability measures aimed at efficiency or producing desired results with minimum expense of energy, time, money and materials.

**Carryover:** unexpended funds carried forward from the previous FY(s).

**Current Year Net New Taxable Value:** increases to the ad valorem tax base from new construction, plus additions of property to the tax roll minus deletions of property from the tax roll.

**District Water Management Plan (DWMP):** the long-range comprehensive water resource management plan prepared by a water management district pursuant to section 373.036, F.S.

**Ecosystem Management and Restoration Trust Fund:** the state trust fund established by section 403.1651, F.S., administered by the Department of Environmental Protection, which supports the detailed planning and implementation of programs for the management and restoration of ecosystems, including development and implementation of surface water improvement and management (SWIM) plans.

**Fixed Capital Outlay (FCO):** payment for lands and land improvements, land easements, water control structures, bridges, buildings and improvements and leasehold improvements. Items have an estimated service life of at least one year.

**Florida Forever (FF):** the Florida Forever Act, section 259.105, F.S., enacted by the 1999 Legislature and signed into law by Governor Bush, provided \$3 billion over 10 years to acquire land or less than fee interests in land to protect environmentally

## Appendices

significant lands for conservation, recreation, water resource protection, wildlife habitat protection and to provide for capital land improvement and public access to those lands.

**Florida Water Plan (FWP):** a statewide plan for the management of Florida's water resources developed by the Department of Environmental Protection and the water management districts, pursuant to section 373.036, F.S.

**Full Time Equivalent (FTE):** a measurement of employee work hours both allocated and utilized. One FTE is equivalent to 2,080 work hours per year (40 hours per week for 52 weeks).

**Geographic Information System (GIS):** a specialized data management system designed for the entry, analysis and display of data commonly found on maps.

**Hydrologic Basin:** equivalent to a watershed; the area where all the water drains.

**Interagency Agreements/Expenditures:** funds used to assist other local agencies, regional agencies, the State of Florida, the federal government, public and private universities and not-for-profit organizations in projects that have a public purpose.

**Millage Rate:** the tax rate on real property, based on \$1 per \$1,000 of assessed property value.

**Mitigation:** to make less severe; to alleviate, diminish or lessen; one or all of the following may comprise mitigation: (1) avoiding an impact altogether by not taking a certain action or parts of an action; (2) minimizing impacts by limiting the degree or magnitude of an action and its implementation; (3) rectifying an impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating an impact over time by preservation and maintenance operations during the life of an action; and (5) compensating for an impact by replacing or providing substitute resources or environments.

**Operating Capital Outlay (OCO):** payments for automotive equipment, boats, computer hardware, furniture and equipment. Items have a value of at least \$1,000 and an estimated service life of at least one year.

**Operating Expenses:** all costs for items to be used as part of something else or disposed of within a year of purchase, including parts and supplies, small tools or equipment and construction and maintenance products; and all costs associated with rental or lease of equipment, buildings, offices, insurance programs, permits and fees paid to other agencies, taxes and relocation.

**Other Personal Services (OPS):** services rendered by a person who is not a regular or full-time employee filling an established position. OPS includes, but is not limited to, services of temporary employees, student or graduate assistants, persons on fellowships, part-time academic employees, board members and consultants, and other services specifically budgeted by an agency.

## Appendices

**Potentiometric surface:** the level to which water will rise in a tightly cased well open to a confined aquifer. In an unconfined aquifer the potentiometric surface is the water table level.

**Preservation 2000 (P2000):** the land acquisition program established by section 259.101, Florida Statutes, that provided \$300 million annually in bonds for land acquisition for environmental protection, recreation, open space, water management and other purposes. Last bond issue was in April 2000.

**Reserves:** unbudgeted funds to be used for contingencies, managerial reserves and capital expenditure needs requiring Governing Board approval to be spent.

**Rolled-Back Rate:** the rate that would generate prior year tax revenues less allowances for new construction, plus additions to the tax roll minus deletions to the tax roll. The rolled-back rate controls for changes in the market value of property and, if levied, represents “no tax increase” from the prior year.

**Strategic Water Management Plan:** five year strategic plan describing the District’s responsibilities, strategic priorities and applicable funding resources pursuant to section 373.036, F.S.

**Truth in Millage (TRIM):** requirement in section 200.065, F.S., that establishes a specific timetable and procedure for local governments and water management districts to consider and adopt their annual budgets.

**Water Management Area (WMA):** a district conservation land management area, typically comprised of multiple tracts that are grouped together to be managed as a single unit.

**Water Management District (WMD):** a regional water management district created pursuant to section 373.069, F.S.

**Water Management Lands Trust Fund (WMLTF):** the trust fund established by section 373.59, F.S., for water management district land acquisition, management, maintenance, capital improvements, payments in lieu of taxes and administration in accordance with the provisions of Chapter 373, F.S.

**Water Protection and Sustainability Trust Fund (WPSTF):** the trust fund established by section 403.890, F.S., for implementing priority alternative water supply development, water resource development projects, springs protection and surface water projects.

**Water Supply Development:** the planning, design, construction, operation and maintenance of public or private facilities for water collection, production, treatment, transmission, or distribution for sale, resale, or end use (section 373.019(24), F.S.).

## Appendices

### B. Acronyms

<b>ACSC</b>	Area of Critical State Concern
<b>ACF</b>	Apalachicola-Chattahoochee-Flint
<b>AOR</b>	Area of Responsibility
<b>AWS</b>	Alternative Water Supply
<b>BMP(s)</b>	Best Management Practice
<b>BPM</b>	Budget Performance Measure
<b>COE</b>	U.S. Army Corps of Engineers
<b>CUP</b>	Consumptive Use Permit
<b>DACS</b>	Florida Department of Agriculture and Consumer Services
<b>DEP</b>	Florida Department of Environmental Protection
<b>DFIRMS</b>	Digital Flood Insurance Rate Maps
<b>DOQQ</b>	Digital Orthophoto Quarter Quadrangle
<b>DWMP</b>	District Water Management Plan
<b>DRI</b>	Developments of Regional Impact
<b>EOG</b>	Executive Office of the Governor
<b>EPA</b>	U.S. Environmental Protection Agency
<b>ERP</b>	Environmental Resource Permit
<b>ETDM</b>	Efficient Transportation Decision Making
<b>FCO</b>	Fixed Capital Outlay
<b>FDOT</b>	Florida Department of Transportation
<b>FEMA</b>	Federal Emergency Management Agency
<b>FTE</b>	Full Time Equivalent Position
<b>FWC</b>	Florida Fish and Wildlife Conservation Commission
<b>FWP</b>	Florida Water Plan
<b>GIS</b>	Geographic Information System
<b>IFAS</b>	University of Florida's Institute of Food and Agricultural Sciences
<b>IT</b>	Information Technology
<b>LiDAR</b>	Light Detection and Ranging
<b>LBC</b>	Legislative Budget Commission
<b>MIL</b>	Mobile Irrigation Lab
<b>MFL(s)</b>	Minimum Flows and Levels
<b>MGD</b>	Million Gallons per Day
<b>NWFWMD</b>	Northwest Florida Water Management District
<b>NRCS</b>	Natural Resources Conservation Service (USDA)
<b>OCO</b>	Operating Capital Outlay
<b>OFFAR</b>	Office of Financial and Regulatory Reform
<b>OPB</b>	Office of Policy and Budget, Governor's Office
<b>OPS</b>	Other Personal Services
<b>OWPMA</b>	Online Well Permitting Management Account
<b>P2000</b>	Preservation 2000

## Appendices

<b>RAI</b>	Request for Additional Information
<b>RFQ</b>	Request for Qualifications
<b>RSTF</b>	Regional Stormwater Treatment Facility
<b>RWSP</b>	Regional Water Supply Plan
<b>SWIM</b>	Surface Water Improvement and Management (Program)
<b>SWMP</b>	Strategic Water Management Plan
<b>TRIM</b>	Truth in Millage
<b>WCA</b>	Water Conservation Area
<b>WMA</b>	Water Management Area
<b>WMD(s)</b>	Water Management District(s)
<b>WMLTF</b>	Water Management Lands Trust Fund
<b>WPSTF</b>	Water Protection and Sustainability Trust Fund
<b>WRCA</b>	Water Resource Caution Area
<b>WRD</b>	Water Resource Development
<b>WSA</b>	Water Supply Assessment
<b>WSD</b>	Water Supply Development
<b>WUCA</b>	Water Use Caution Area

# Appendices

## C. Project Worksheets

Northwest Florida Water Management District

Project Schedule-Fiscal Year 2015-2016-Preliminary Budget January 15, 2015

Program	Project				Priority Ranking	Contract/ MOU Status	Project Status	Project Operator(s)	Total Estimated Project Amount	WMD Project Amount	WMD Funding Source	Funded from Fund Balance Yes/No	Total Project Expenditures to Date	Estimated Project Expenditures for Remainder of FY2014-15	Projected Carryover- Encumbrances to be Re-Appr. for FY2015-16	Expenditure Category							Projected Budget Request					AREA OF RESPONSIBILITY					Project Status Update - Additional Information				
	No.	Title	Begin Date	End Date												Budget Request for FY2015-16	Salaries and Benefits	Expense	Other Personal Services	Contractual Services	Operating Capital Outlay	Fixed Capital Outlay	Interagency Grants	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	Phase	Water Supply	Water Quality	Flood Protect		Natural Systems	Mgmt Services		
1.0 Water Resources Planning and Monitoring																																					
	1	FEMA Map Mod. & Risk MAP Program	12/25/2002	Unscheduled	1	Multiple contracts	In progress	FEMA, local governments	26,572,917	26,572,917	Federal GF	NO	15,427,857	3,673,831	2,571,229	2,571,229	296,704	29,525	-	2,245,000	-	-	-	-	1,500,000	1,000,000	800,000	800,000	800,000		0%	0%	100%	0%	0%	Ongoing floodplain mapping and management in cooperation with FEMA and local governments	
	2	Minimum Flow and Levels	10/28/1997	Unscheduled	1	Multiple contracts	In progress	FDEP, stakeholder	24,930,712	24,930,712	GF	YES	2,415,808	2,376,681	2,250,184	2,250,184	388,867	20,100	1,193	1,711,200	30,000	-	-	2,218,591	1,970,627	2,382,023	2,345,690	1,961,751		33%	33%	0%	34%	0%	Ongoing implementation of districtwide MFL program		
PROGRAM SUBTOTAL									51,503,629	51,503,629			17,843,665	6,050,512	4,821,413	4,821,413	695,571	49,625	1,193	3,956,200	30,000	-	-	3,718,591	2,970,627	3,192,023	3,145,690	2,761,751	PROGRAM SUBTOTAL								
2.0 Acquisition, Restoration and Public Works																																					
	3	Streambank Restoration at Devils Hole Spring	3/1/2014	9/30/2016	1	FWC A/R-E Section Funding	Design & Permitting	DEP & FWC	125,000				62,500	62,500	62,500	4,399	-	-	-	-	-	125,000	125,000	62,500	-	-	-	-	-	0%	0%	0%	100%	0%			
	4	Streambank Restoration at Cotton Landing	10/1/2014	9/30/2016	1	FWC A/R-E Section Funding	Design & Permitting	DEP & FWC	175,000				87,500	87,500	87,500	4,399	-	-	-	-	-	175,000	175,000	87,500	-	-	-	-	-	0%	0%	0%	100%	0%			
	5	Spurling Streambank Restoration	10/1/2014	9/30/2016	1	Coop Agreement executed	Will begin 10/1/2014	Local Govt.	32,500	32,500	Reserves	YES	5,673	32,500	32,500	32,500	2,907	-	-	-	-	32,500	-	32,500	-	-	-	-	-	0%	0%	0%	100%	0%			
	11	Bay County Alternative Water Source Development	11/1/2013	9/30/2015	1	Executed	Planning & Engineering	Bay County	23,425,000	5,470,000	WPSIF	NO	5,470,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	0%	0%	0%	0%	Expenditure to be complete; planning and engineering in progress. Construction ongoing during FY 14/15.			
	12	Water Supply Development Assistance	7/2/2001	Unscheduled	1	Multiple contracts	In progress	Multiple local gov'ts & utilities	84,774,268	29,680,760	GF	YES	11,916,815	11,010,810	5,837,569	5,839,569	64,003	1,400	398	1,200	-	-	5,770,568	-	-	-	-	-	100%	0%	0%	0%	0%	Projects in engineering and construction stages			
	13	Florida Forever Capital Improvement Program	6/1/2003	9/30/2016	1	Multiple contracts	In progress	Local governments	77,358,486	26,230,457	FL Forever	YES	25,922,010	-	368,447	368,447	-	-	-	-	-	-	368,447	-	-	-	-	-	0%	60%	0%	40%	0%	One additional local stormwater retrofit grant anticipated, after which the appropriated funds will have been fully expended.			
	14	St. Andrew Bay SWIM	9/28/2000	9/30/2016	1	Multiple contracts	In progress	Local governments; stakeholders	7,868,030	7,868,030	EMRIF	YES	3,892,143	3,575,887	400,000	400,000	-	-	-	-	-	-	400,000	-	-	-	-	-	0%	45%	10%	45%	0%	Project includes carryover funding for cooperative stormwater retrofits and water quality and habitat restoration. Revenue expected to be fully expended after FY 15/16.			
	15	DOT Mitigation; long-term maintenance	6/16/1996	Unscheduled	1	Multiple contracts	50 year projection	FDOT	9,723,569	5,881,969	FDOT	NO	1,714,612	500,820	388,296	388,296	145,017	16,743	676	225,880	-	-	-	392,542	381,821	367,289	347,575	312,418	10%	30%	10%	50%	0%	Long-term mitigation site management, maintenance, and monitoring per state and federal permits.			
	16	DOT Mitigation	6/16/1996	Unscheduled	1	Multiple contracts	50 year projection	FDOT	52,964,364	42,341,225	FDOT	NO	30,401,063	1,479,069	1,345,539	1,345,539	267,489	169,428	4,772	903,850	-	-	-	2,048,149	2,044,137	1,478,231	1,296,933	1,176,653	10%	30%	10%	50%	0%	Active restoration projects (Dulex, Lafayette, Shuler, WCV, YRR, SHLME) - Restoration Activities, Staff, Contractual			
	17	Apalachicola River and Bay SWIM	1989	9/30/2016	1	Multiple contracts	In progress	Local governments; stakeholders	7,728,426	7,728,426	EMRIF	YES	6,202,577	1,192,021	333,828	333,828	22,703	-	-	-	-	-	311,125	129,125	129,125	129,125	129,125	129,125	0%	45%	10%	45%	0%	Remaining stormwater retrofit grant funding expected to be expended during FY 15-16. Recurring funding includes \$71,125 for the ML, \$40,000 for Sod-Based Crisp Rotation BMPs, and limited salaries for project management.			
	18	Apalachicola Bay Water Quality	10/1/2013	9/30/2016	1	Multiple contracts	In progress	City of Apalachicola; watershed stakeholders	3,000,000	3,000,000	WMLTF	YES	446,554	2,303,446	250,000	250,000				250,000				-	-	-	-	-	0%	100%	0%	0%	0%	Cooperative stormwater projects underway; hydrodynamic model update in progress.			
	19	Magnolia and Wakulla Gardens Wastewater Retrofit	12/1/2014	2/28/2016	1	Under development	Planning & Engineering	Wakulla County	12,313,200	4,600,000	DEP	NO	\$ -	300,000	4,300,000	4,300,000						4,300,000	-	-	-	-	-	25%	50%	0%	25%	0%	Cooperative project to extend sewer systems and eliminate OSDS. Project in engineering stage.				
	20	Lakes Munson and Bradford Wastewater Retrofit	12/1/2014	2/28/2016	1	Under development	Planning & Engineering	Leon County	2,000,000	1,000,000	DEP	NO	\$ -	200,000	800,000	800,000						800,000	-	-	-	-	-	25%	50%	0%	25%	0%	Cooperative project to extend sewer systems and eliminate OSDS. Project in engineering stage.				
	21	Jackson Blue Springs AG BMPs	10/1/2013	9/30/2016	1	Multiple contracts	In progress	Jackson County	650,000	487,500	DEP, AG Producers	NO	\$ -	365,625	121,875	121,875							1,215,875	-	-	-	-	-	25%	50%	0%	25%	0%	Implementation of AG BMPs for water quality improvement and water use efficiency. In progress.			
	22	Osborne Aquifer Evaluation	12/1/2014	9/30/2016	1	Under development	Planning & Engineering	Jackson County	460,000	460,000	DEP	NO	\$ -	12,155	447,845	447,845	27,845			420,000				-	-	-	-	-	50%	25%	0%	25%	0%	Evaluation of potential alternative water supply source.			
PROGRAM SUBTOTAL									282,597,943	134,840,897			85,971,447	21,122,333	14,775,899	14,777,899	538,762	187,571	5,846	1,800,910	-	332,500	13,466,015	2,752,316	2,555,083	1,974,645	1,773,633	1,618,196	PROGRAM SUBTOTAL								
GRAND TOTAL									\$ 334,101,472	\$ 166,344,526			\$ 103,815,112	\$ 27,172,845	\$ 19,997,312	\$ 19,999,312	\$ 1,224,333	\$ 237,196	\$ 7,039	\$ 5,757,110	\$ 30,000	\$ 332,500	\$ 13,466,015	\$ 6,470,907	\$ 5,525,710	\$ 5,156,668	\$ 4,919,323	\$ 4,379,947	GRAND TOTAL								

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## Appendices

### D. Related Reports

The following table includes a list of reports provided to the state that are linked to the Standard Format Preliminary Budget Submission. It includes the due date and the District employee responsible, as well as his/her email address.

<b>PLAN / REPORT / ACTIVITY</b>	<b>DUE DATE</b>	<b>CONTACT</b>	<b>E-MAIL</b>
5-year Capital Improvement Plan	Annually March 1	Bill Cleckley	<a href="mailto:bill.cleckley@nwfwater.com">bill.cleckley@nwfwater.com</a>
5-year Water Resource Development Work Plan	≤ 30 days budget	Nick Wooten	<a href="mailto:nick.wooten@nwfwater.com">nick.wooten@nwfwater.com</a>
Strategic Water Management Plan	Annually Nov 30	Nick Wooten	<a href="mailto:nick.wooten@nwfwater.com">nick.wooten@nwfwater.com</a>
Strategic Water Management Plan Annual Work Plan Report	Annually March 1	Nick Wooten	<a href="mailto:nick.wooten@nwfwater.com">nick.wooten@nwfwater.com</a>
Minimum Flows and Levels Priority List	Annually Nov 15	Nick Wooten	<a href="mailto:nick.wooten@nwfwater.com">nick.wooten@nwfwater.com</a>
Regional Water Supply Plan Update	5 year update or as needed	Nick Wooten	<a href="mailto:nick.wooten@nwfwater.com">nick.wooten@nwfwater.com</a>
SWIM Plans (all)	As needed	Nick Wooten	<a href="mailto:nick.wooten@nwfwater.com">nick.wooten@nwfwater.com</a>
SWIM Priority List	5 year update or as needed	Nick Wooten	<a href="mailto:nick.wooten@nwfwater.com">nick.wooten@nwfwater.com</a>
Florida Forever 5-year Work Plan update	Annually March 1	Bill Cleckley	<a href="mailto:bill.cleckley@nwfwater.com">bill.cleckley@nwfwater.com</a>
Northwest Florida Umbrella, Watershed-based, Regional Mitigation Plan Update F.S. 373.4137	Annually March 1	Nick Wooten	<a href="mailto:nick.wooten@nwfwater.com">nick.wooten@nwfwater.com</a>

**E. Outstanding Debt**

Not Applicable

## Appendices

### **F. Alternative Water Supply Funding – Water Protection and Sustainability Programs**

#### **Project Status**

In March 2014, the District awarded \$5,470,000 from the Water Protection and Sustainability Program Trust Fund to Bay County to supplement over \$15 million in local funding for construction of a surface water intake near the mouth of Econfina Creek and transmission pipeline. This will provide a sustainable water supply for Bay County while protecting its source of drinking water from coastal storm surge events. It is anticipated that facility construction will be completed in 2015. The project is a priority of the Region III Regional Water Supply Plan.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-31. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning the properties located at 1313 North Pace Boulevard and 1316 North "P" Street, within the Brownsville Community Redevelopment Area (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Object Code 56101, Land, Project Number 08NE0058, Redevelopment Property Acquisition):
  - A. Authorizing the purchase of the adjoining parcels of real property (totaling approximately 1.96 acres), located at 1313 North Pace Boulevard and 1316 North "P" Street, from John F. Soule and Susan W. Soule, for the negotiated total price of \$195,000, in accordance with the terms and conditions contained in the *Contract for Sale and Purchase*;
  - B. Approving the *Contract for Sale and Purchase* for the acquisition of the parcels of real property located at 1313 North Pace Boulevard and 1316 North "P" Street; and
  - C. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documentation necessary to complete the acquisition of the properties, without further action from the Board.
9. Taking the following action concerning approval of the 2012 Emergency Solutions Grant (*if/k/a Emergency Shelter Grant*) Agreements with The EscaRosa Coalition on the Homeless, Inc., and Catholic Charities of Northwest Florida, Inc. (Funding: Fund 110, Emergency Solutions Grant [ESG], Cost Center 220561):
  - A. Approving an *Agreement (for Emergency Solutions Grant 2012 Allocation Administration and HMIS Development – Emergency Solutions Grant Program)* with The EscaRosa Coalition on the Homeless, Inc., providing 2012 ESG support, in the amount of \$19,077, for administering and coordinating expansion and continuing integration of the Homeless Management Information System;
  - B. Approving an *Agreement (Direct Service Delivery and Case Management Services – Emergency Solutions Grant [ESG])* with Catholic Charities of Northwest Florida, Inc., providing 2012 ESG support, in the amount of \$48,166, for direct service delivery and case management services to ESG-eligible clients in Escambia County; and

(Continued on Page 33)



**ESCAMBIA  
COUNTY**

**INTER-OFFICE MEMORANDUM**

TO: Liz Carew, Deputy Clerk to the Board

FROM: Beth Larried *[Signature]* Administrative Assistant to  
Stephen G. West, Senior Assistant County Attorney

DATE: January 12, 2015

RE: Purchase of Property from John F. Soule, Susan W. Soule and  
Soule Marine Enterprises, Inc.  
BCC Approved: 3/21/2013

Attached are the closing documents (as listed below) for the above-referenced property purchase for filing with the Board records.

1. Copy of Warranty Deed to the County recorded in OR Book 7004 at page 724.
2. Original Settlement Statement.
3. Original Seller's Affidavit.
4. Original Satisfaction of Conditions Precedent to Closing.
5. Original Corporate Affidavit; and
6. Copy of the Contract for Sale and Purchase.

If you have any questions, do not hesitate to give me a call.

/el  
Attachments

2015 JAN 15 P 11:4  
CLERK OF COURT  
CLERK OF COURT  
CLERK OF COURT

This document was prepared by:  
Stephen G. West, Senior Assistant County Attorney  
Office of the County Attorney  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502  
(850) 595-4970

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**WARRANTY DEED**

THIS DEED is made and entered into this 19<sup>th</sup> day of April, 2013, by and between John F. Soule and Susan W. Soule, as husband and wife, and Soule Marine Enterprises, Inc., a Florida Profit Corporation, whose address is 435 Creary Street, Pensacola 32507 (Grantors), 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 Escambia County Governmental Complex, 221 South Palafox Place, Pensacola, Florida 32502 ("Grantee").

**WITNESSETH:**

GRANTORS, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, convey to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida (Property):

See attached Exhibit A

Parcel Ref. No.: 30-2S-30-1002-002-005 (Soule Marine Enterprises, Inc.)  
30-2S-30-1002-001-005 (John F. Soule and Susan W. Soule)

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenant with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever; provided, however, that the foregoing warranties and covenants of title made by each Grantor shall be limited to the parcels that they convey to Grantee.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTORS.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

GRANTORS:

Witness Susan M. Roberts  
Print Name SUSAN M. ROBERTS

[Signature]  
By: John F. Soule

Witness [Signature]  
Print Name John W. Monroe, Jr.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of APRIL, 2013, by John F. Soule, who ☒ is personally known to me, ☐ produced current \_\_\_\_\_ as identification.

(Notary Seal)



JOHN W. MONROE, JR.  
Notary Public, State of Florida  
My Comm. Expires June 27, 2015  
Commission No. EE 79897

[Signature]  
Signature of Notary Public  
John W. Monroe, Jr.  
Printed Name of Notary Public

Witness Susan M. Roberts  
Print Name SUSAN M. ROBERTS

[Signature]  
By: Susan W. Soule

Witness [Signature]  
Print Name John W. Monroe, Jr.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of APRIL, 2013, by Susan W. Soule, who ☒ is personally known to me, ☐ produced current \_\_\_\_\_ as identification.

(Notary Seal)



JOHN W. MONROE, JR.  
Notary Public, State of Florida  
My Comm. Expires June 27, 2015  
Commission No. EE 79897

[Signature]  
Signature of Notary Public  
John W. Monroe, Jr.  
Printed Name of Notary Public

SOULE MARINE ENTERPRISES, INC., a  
Florida Corporation

Witness Susan M. Roberts  
Print Name SUSAN M. ROBERTS

By: John F. Soule Pres  
John F. Soule, President

Witness John W. Monroe Jr  
Print Name JOHN W. MONROE JR

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of APRIL,  
2013, by John F. Soule as President of Soule Marine Enterprises, Inc. He (☒) is personally known to  
me, (☐) produced current \_\_\_\_\_ as identification.



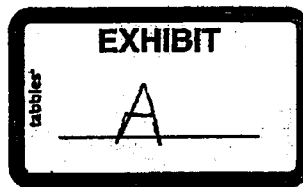
JOHN W. MONROE, JR.  
Notary Public, State of Florida  
My Comm. Expires June 27, 2015  
Commission No. EE 79897

(Notary Seal)

John W. Monroe, Jr  
Signature of Notary Public

John W. Monroe, Jr  
Printed Name of Notary Public





LEGAL DESCRIPTIONS (PROVIDED BY CLIENT)

PARCEL NUMBER: 30-2S-30-1002-002-005 (O.R. BOOK 4060, PAGE 1188)  
LOT 29 AND THE SOUTH 10.0 FEET OF LOT 30, BAGGETT COURT, BEING A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 3, PAGE 17 OF THE PUBLIC RECORDS OF SAID COUNTY.

PARCEL NUMBER: 30-2S-30-1002-001-005 (O.R. BOOK 2095, PAGE 6)  
THE NORTH 140 FEET OF BLOCK "E", BLOUNT RE-SUBDIVISION OF A PORTION OF KUPFRIAN PARK, LESS THE EAST 15 FEET THEREOF FOR ROAD RIGHT-OF-WAY FILED IN PLAT BOOK 1, PAGE 87, ALSO DESCRIBED AS ALL OF BLOCK "E", BLOUNT RE-SUBDIVISION OF KUPFRIAN PARK, LYING WEST OF "O" STREET (PACE BOULEVARD), PLAT BOOK 1, PAGE 87, LESS O.R. BOOK 1802, PAGE 250, AS CORRECTED IN O.R. BOOK 1922, PAGE 318, AND O.R. BOOK 1933, PAGE 364.

O.R. BOOK 2688, PAGE 471  
THAT PORTION OF BLOCK "E" OF THE BLOUNT RE-SUBDIVISION OF A PORTION OF KUPFRIAN PARK, SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1 AT PAGE 87 OF THE PUBLIC RECORDS OF SAID COUNTY, AND THAT PORTION OF LOT 30 (LESS THE SOUTH 10 FEET), AND LOT 31, BAGGETT COURT, A SUBDIVISION IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 3, AT PAGE 17, OF THE PUBLIC RECORDS OF SAID COUNTY, WHICH PORTIONS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT A POINT ON THE SOUTH LINE OF BLOCK "E", BLOUNT RESUBDIVISION OF THAT PART OF KUPFRIAN PARK AS RECORDED IN PLAT BOOK 1 AT PAGE 87 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, WHERE IT INTERSECTS THE WEST RIGHT OF WAY LINE OF PACE BOULEVARD ("O" STREET, 80' R/W);  
THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF SAID PACE BOULEVARD FOR A DISTANCE OF 160.00 FEET;  
THENCE WEST AT RIGHT ANGLES FOR A DISTANCE OF 285.07 FEET TO THE EAST RIGHT OF WAY LINE OF "P" STREET (50' R/W);  
THENCE SOUTH DEFLECTING 88 DEGREES 58 MINUTES 30 SECONDS LEFT ALONG THE EAST RIGHT OF WAY LINE OF SAID "P" STREET FOR A DISTANCE OF 30.00 FEET;  
THENCE EAST DEFLECTING 90 DEGREES 01 MINUTES 30 SECONDS LEFT FOR A DISTANCE OF 98.15 FEET;  
THENCE SOUTHEASTERLY DEFLECTING 50 DEGREES 38 MINUTES 32 SECONDS RIGHT FOR A DISTANCE OF 33.62 FEET;  
THENCE SOUTH DEFLECTING 38 DEGREES 21 MINUTES 28 SECONDS RIGHT FOR A DISTANCE OF 104.01 FEET TO THE SOUTH LINE OF SAID BLOCK "E";  
THENCE EAST AT RIGHT ANGLES FOR A DISTANCE OF 164.60 FEET TO THE POINT OF BEGINNING.  
LESS O.R. BOOK 1802, PAGE 250, AS CORRECTED IN O.R. BOOK 1922, PAGE 318, AND O.R. BOOK 1933, PAGE 364.

O.R. BOOK 4005 PAGE 0881  
LOT 28, BAGGETT COURT, A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA,  
ACCORDING TO PLAT RECORDED IN PLAT BOOK 3, AT PAGE 17 OF THE PUBLIC RECORDS OF SAID COUNTY.

O.R. BOOK 4986, PAGE 1983  
LOT 30, BAGGETT COURT, A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 3 AT PAGE 17 OF THE PUBLIC RECORDS OF SAID COUNTY.

ALSO DESCRIBED AS:

LEGAL DESCRIPTION: (PER THE UNDERSIGNED)

BLOCK "E" OF THE BLOUNT RE-SUBDIVISION OF A PORTION OF KUPFRIAN PARK FILED IN PLAT BOOK 1, PAGE 87, SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, EXCEPT THE EAST 15' FOR ROAD RIGHT-OF-WAY; AND LOTS 28-31 OF BAGGETT COURT ACCORDING TO PLAT RECORDED IN PLAT BOOK 3, PAGE 17 OF THE PUBLIC RECORDS OF SAID COUNTY.

## Settlement Statement

BUYER: Escambia County, Florida  
SELLERS: John F. Soule and Susan W. Soule and Soule Marine Enterprises, Inc.  
PROPERTY: 1316 North P Street and 1313 North Pace Boulevard  
Parcel ID#: 30-2S-30-1002-002-005 and 30-2S-30-1002-001-005  
DATE: April 19, 2013

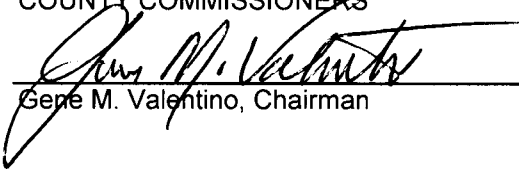
### CLOSING EXPENSES

		Paid from BUYER'S Funds at Settlement	Paid from SELLERS' Funds at Settlement
2012 Ad Valorem Taxes			\$ 2,873.76
2013 Pro-rated Ad Valorem Taxes			\$ 833.20
Recording Fees:			
	Deed		\$ 35.50
Documentary Stamp Tax:	Deed (.70 per \$100)		\$ 1,365.00
Real Estate Commission (7%)	NAI Halford		\$ 13,650.00
		\$ -	\$ 18,757.46
Purchase Price due from Buyer		\$ 195,000.00	\$ -
Satisfaction of Mortgage (Wells Fargo Bank)			\$ 95,175.39
<b>TOTAL AMOUNT TO CLOSE</b>		<b>\$ 195,000.00</b>	<b>\$ 113,932.85</b>

THE UNDERSIGNED CLOSING AGENT REPRESENTS THE BUYER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE LEGAL ADVICE OR REPRESENTATION TO THE SELLERS.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA, by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

  
Gene M. Valentino, Chairman



Pam Childers  
Clerk of the Circuit Court

BCC Approved: March 21, 2013

Witness [Signature]

Print Name John W. Monroe Jr

Witness Susan M. Roberts

Print Name SUSAN M. ROBERTS

Witness [Signature]

Print Name John W. Monroe Jr

Witness Susan M. Roberts

Print Name SUSAN M. ROBERTS

Witness [Signature]

Print Name John W. Monroe Jr

Witness Susan M. Roberts

Print Name SUSAN M. ROBERTS

[Signature]  
John F. Soule

[Signature]  
Susan W. Soule

SOULE MARINE ENTERPRISES, INC.  
[Signature]  
By: John F. Soule, President Pres

**DISBURSEMENTS**

Amounts Received from:

BUYER:	\$	195,000.00
SELLER:	\$	-
<b>TOTAL RECEIVED</b>	<b>\$</b>	<b>195,000.00</b>

Amounts Disbursed to:

Escambia County Tax Collector (Ad Valorem Taxes and Assessments)	\$	3,706.96
Pam Childers, Clerk of Court (doc stamps & recording fees)	\$	1,400.50
Wells Fargo Bank (Satisfaction of Mortgage)	\$	95,175.39
NAI Halford (Real Estate Commission)	\$	13,650.00
John F. Soule and Susan W. Soule	\$	76,067.15
Soule Marine Enterprises, Inc.	\$	5,000.00
<b>TOTAL DISBURSED</b>	<b>\$</b>	<b>195,000.00</b>

[Signature]  
Stephen G. West, Senior Assistant County Attorney

## SELLERS' AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me the undersigned authority, personally appeared John F. Soule and Susan W. Soule, as husband and wife, and John F. Soule, as President of Soule Marine Enterprises, Inc. (Sellers), who being duly sworn, depose and state as follows:

1. Sellers are the owners in fee simple of the real property more particularly described below:  
See attached Exhibit A.  
Parcel Identification Numbers: 30-2S-30-1002-002-005  
30-2S-30-1002-001-005
2. Sellers are this day conveying the Property to Escambia County (Buyer).
3. Sellers' title, possession and enjoyment of the Property have been open, notorious, peaceable and undisturbed. Sellers are not currently aware of any facts by reason of which title to, or possession of, the Property or any part of it might be disputed or questioned or by reason of which any claim to the Property or any portion of it might be adversely asserted.
4. No person or entity other than Sellers are presently entitled to claim the right of possession or are in possession of the Property and there are no tenancies, leases or other occupancies that affect the Property.
5. There are no disputes concerning the location of the boundary lines of the Property.
6. There are no outstanding assessments (pending or certified) or any unpaid or unsatisfied mortgages, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvement on it or any part of it that have not been satisfied at the time of transfer of title to Buyer.
7. There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.
8. Subsequent to execution of this Affidavit but prior to actual recording of the Deed, Sellers have not and will not execute any instrument, or do any act whatsoever, that in any way would affect title to the property.
9. Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. real property interest must withhold tax at a rate of ten percent (10%) of the amount realized on the disposition if the transferor (Seller) is a foreign person. To inform Buyer that withholding of tax is not required upon the disposition of U.S. real property interest by Seller, the undersigned, hereby swears, affirms and certifies the following as or on behalf of Seller:
  - A. Sellers' legal names and address: John F. Soule and Susan W. Soule and  
Soule Marine Enterprises, Inc.  
435 Creary Street  
Pensacola, FL 32507
  - B. Sellers are not non-resident aliens or a foreign corporation, foreign partnership, foreign trust or foreign estate (as those are defined in the Internal Revenue Code and Income Tax Regulations).

10. In connection with the sale or exchange of the Property, you are required by law to provide Buyer with your correct tax identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

A. Sellers' Taxpayer Identification Numbers: \_\_\_\_\_

264-15-6306  
417-74-1705

B. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-B, the Property is Sellers' (check one):

Principal Residence \_\_\_\_\_

Other Real Estate √

These taxpayer identification numbers are being provided in connection with a real estate transaction.

The undersigned understands that this Affidavit may be disclosed to the Internal Revenue Service by Buyer and that any false statement contained herein could be punished by fine, imprisonment or both.

11. This Affidavit is made at the request of Buyer in order to induce Buyer to purchase the Property and to induce Buyer's title insurance company to issue a policy of title insurance on the Property.
12. This Affidavit is made and given by Sellers upon personal knowledge with full knowledge of applicable Florida laws and under penalties of perjury regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations herein.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 12<sup>th</sup> day of APRIL, 2013.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Witness \_\_\_\_\_

Print Name \_\_\_\_\_

Witness \_\_\_\_\_

Print Name \_\_\_\_\_

By: John F. Soule

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of APRIL, 2013, by John F. Soule, who ☒ is personally known to me, or has ☐ produced current \_\_\_\_\_ as identification.



JOHN W. MONROE, JR.  
Notary Public, State of Florida  
My Comm. Expires June 27, 2015  
Commission No. EE 79897

Signature of Notary Public

Printed Name of Notary Public


Witness Susan M. Roberts  
Print Name Susan M. Roberts

Witness [Signature]  
Print Name John W. Monroe Jr

[Signature]  
By: Susan W. Soule

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of APRIL, 2013, by Susan W. Soule, who ☒ is personally known to me, or has ☐ produced current \_\_\_\_\_ as identification.

 **JOHN W. MONROE, JR.**  
Notary Public, State of Florida  
My Comm. Expires June 27, 2015  
Commission No. EE 79897  
(Notary Seal)

[Signature]  
Signature of Notary Public

John W. Monroe, Jr  
Printed Name of Notary Public

Witness [Signature]  
Print Name John W. Monroe Jr


Witness Susan M. Roberts  
Print Name Susan M. Roberts

SOULE MARINE ENTERPRISES, INC., a  
Florida Corporation

By: [Signature]  
John F. Soule, President

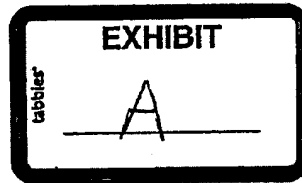
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of APRIL, 2013, by John F. Soule as President of Soule Marine Enterprises, Inc. He ☒ is personally known to me, ☐ produced current \_\_\_\_\_ as identification.

 **JOHN W. MONROE, JR.**  
Notary Public, State of Florida  
My Comm. Expires June 27, 2015  
Commission No. EE 79897  
(Notary Seal)

[Signature]  
Signature of Notary Public

John W. Monroe Jr  
Printed Name of Notary Public



LEGAL DESCRIPTIONS (PROVIDED BY CLIENT)

PARCEL NUMBER: 30-2S-30-1002-002-005 (O.R. BOOK 4060, PAGE 1188)  
LOT 29 AND THE SOUTH 10.0 FEET OF LOT 30, BAGGETT COURT, BEING A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 3, PAGE 17 OF THE PUBLIC RECORDS OF SAID COUNTY.

PARCEL NUMBER: 30-2S-30-1002-001-005 (O.R. BOOK 2095, PAGE 6)  
THE NORTH 140 FEET OF BLOCK "E", BLOUNT RE-SUBDIVISION OF A PORTION OF KUPFRIAN PARK, LESS THE EAST 15 FEET THEREOF FOR ROAD RIGHT-OF-WAY FILED IN PLAT BOOK 1, PAGE 87, ALSO DESCRIBED AS ALL OF BLOCK "E", BLOUNT RE-SUBDIVISION OF KUPFRIAN PARK, LYING WEST OF "O" STREET (PACE BOULEVARD), PLAT BOOK 1, PAGE 87, LESS O.R. BOOK 1802, PAGE 250, AS CORRECTED IN O.R. BOOK 1822, PAGE 318, AND O.R. BOOK 1933, PAGE 364.

O.R. BOOK 2668, PAGE 471  
THAT PORTION OF BLOCK "E" OF THE BLOUNT RE-SUBDIVISION OF A PORTION OF KUPFRIAN PARK, SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1 AT PAGE 87 OF THE PUBLIC RECORDS OF SAID COUNTY, AND THAT PORTION OF LOT 30 (LESS THE SOUTH 10 FEET), AND LOT 31, BAGGETT COURT, A SUBDIVISION IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 3, AT PAGE 17, OF THE PUBLIC RECORDS OF SAID COUNTY, WHICH PORTIONS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT A POINT ON THE SOUTH LINE OF BLOCK "E", BLOUNT RESUBDIVISION OF THAT PART OF KUPFRIAN PARK AS RECORDED IN PLAT BOOK 1 AT PAGE 87 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, WHERE IT INTERSECTS THE WEST RIGHT OF WAY LINE OF PACE BOULEVARD ("O" STREET, 80' R/W);  
THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF SAID PACE BOULEVARD FOR A DISTANCE OF 160.00 FEET;  
THENCE WEST AT RIGHT ANGLES FOR A DISTANCE OF 285.07 FEET TO THE EAST RIGHT OF WAY LINE OF "P" STREET (50' R/W);  
THENCE SOUTH DEFLECTING 89 DEGREES 58 MINUTES 30 SECONDS LEFT ALONG THE EAST RIGHT OF WAY LINE OF SAID "P" STREET FOR A DISTANCE OF 30.00 FEET;  
THENCE EAST DEFLECTING 90 DEGREES 01 MINUTES 30 SECONDS LEFT FOR A DISTANCE OF 99.16 FEET;  
THENCE SOUTHEASTERLY DEFLECTING 50 DEGREES 38 MINUTES 32 SECONDS RIGHT FOR A DISTANCE OF 33.62 FEET;  
THENCE SOUTH DEFLECTING 39 DEGREES 21 MINUTES 28 SECONDS RIGHT FOR A DISTANCE OF 104.01 FEET TO THE SOUTH LINE OF SAID BLOCK "E";  
THENCE EAST AT RIGHT ANGLES FOR A DISTANCE OF 164.60 FEET TO THE POINT OF BEGINNING.  
LESS O.R. BOOK 1802, PAGE 250, AS CORRECTED IN O.R. BOOK 1822, PAGE 318, AND O.R. BOOK 1933, PAGE 364.

O.R. BOOK 4005 PAGE 0881  
LOT 28, BAGGETT COURT, A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA,  
ACCORDING TO PLAT RECORDED IN PLAT BOOK 3, AT PAGE 17 OF THE PUBLIC RECORDS OF SAID COUNTY.

O.R. BOOK 4986, PAGE 1983  
LOT 30, BAGGETT COURT, A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 3 AT PAGE 17 OF THE PUBLIC RECORDS OF SAID COUNTY.

ALSO DESCRIBED AS:

LEGAL DESCRIPTION: (PER THE UNDERSIGNED)

BLOCK "E" OF THE BLOUNT RE-SUBDIVISION OF A PORTION OF KUPFRIAN PARK FILED IN PLAT BOOK 1, PAGE 87, SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, EXCEPT THE EAST 15' FOR ROAD RIGHT-OF-WAY; AND LOTS 28-31 OF BAGGETT COURT ACCORDING TO PLAT RECORDED IN PLAT BOOK 3, PAGE 17 OF THE PUBLIC RECORDS OF SAID COUNTY.

SATISFACTION OF CONDITIONS  
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Agreement for Sale and Purchase have been satisfied or waived.

Executed by **Sellers** on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Witness Susan M. Roberts  
Print Name SUSAN M. ROBERTS

Witness [Signature]  
Print Name JOHN W. MONROE JR

Witness Susan M. Roberts  
Print Name SUSAN M. ROBERTS

Witness [Signature]  
Print Name JOHN W. MONROE JR

Witness Susan M. Roberts  
Print Name SUSAN M. ROBERTS

Witness [Signature]  
Print Name JOHN W. MONROE JR

**SELLERS:**

[Signature]  
John F. Soule

[Signature]  
Susan W. Soule

SOULE MARINE ENTERPRISES, INC.

[Signature]  
By: John F. Soule, President Pres

Executed by **Buyer** on the 18th day of April, 2013.

**Buyer:**

ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

[Signature]  
Gene M. Valentino, Chairman



Pam Childers  
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: March 21, 2013



AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared John F. Soule, who being duly sworn, deposes and states as follows:

1. I am John F. Soule. I am over the age of eighteen years. I have personal knowledge of and I am competent to testify to the matters stated in this affidavit.
2. I am the president of Soule Marine Enterprises, Inc., a Florida corporation.
3. The property of Soule Marine Enterprises, Inc., includes that certain land in Escambia County, Florida, more particularly described in the attached Exhibit A.
4. Soule Marine Enterprises, Inc. was properly incorporated in the State of Florida and has remained in good standing with the State of Florida from February 28, 1989, through the date of this affidavit.
5. As president of Soule Marine Enterprises, Inc., I have the full authority and power to convey to Escambia County title to the land described in the attached Exhibit A on behalf of the corporation in accordance with its articles of incorporation and bylaws.

FURTHER AFFIANT SAYETH NOT.

Dated this 10<sup>th</sup> day of APRIL, 2013.

Witness

Print Name

Witness

Print Name

John F. Soule  
John F. Soule

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of APRIL, 2013, by John F. Soule, who ☒ is personally known to me, ☐ produced current \_\_\_\_\_ as identification.



JOHN W. MONROE, JR.  
Notary Public, State of Florida  
My Comm. Expires June 27, 2015  
Commission No. EE 79897

John W. Monroe, Jr.  
Signature of Notary Public

John W. Monroe, Jr.  
Printed Name of Notary Public

EXHIBIT A

Lot 28 and Lot 29 and the South 10.0 feet of Lot 30, Baggett Court, Escambia County, Florida, according to the Plat recorded in Plat Book 3, at Page 17, of the Public Records of said County

AND

That portion of Block "E" of the BLOUNT Re-Subdivision of a portion of Kupfrian Park, Section 30, Township 2 South, Range 30 West, Escambia County, Florida according to plat of said Subdivision recorded in Plat Book 1 at Page 87 of the Public Records of said County, and that portion of Lot 30 (less the South 10 feet) and Lot 31, Baggett Court, a subdivision of Section 31, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 3, at Page 17 of the Public Records of said County, which portions are more particularly described as follows:

Begin at a point of the South line of South line of Block "E" Blount Resubdivision of that part of Kupfrian Park as recorded in Plat Book 1, at Page 87 of the Public Records of Escambia County, Florida, where it intersects the West right of way line of Pace Boulevard ("O" Street, 80' R/W); thence North along the West right of way line of said Pace Boulevard for a distance of 160 feet; thence West at right angles for a distance of 285.07 feet to the East right of way line of "P" Street (50' R/W); thence South deflecting 89 degrees 58 minutes 30 seconds left along the East right of way line of said "P" Street for a distance of 30 feet; thence East deflecting 90 degrees 01 minutes 30 seconds left for a distance of 99.16 feet; thence Southeasterly deflecting 50 degrees 38 minutes 32 seconds right for a distance of 33.62 feet; thence South deflecting 39 degrees 21 minutes 28 seconds right for a distance of 104.01 feet to the South line of said Block "E"; thence East at right angles for a distance of 154.60 feet to the Point of Beginning.

3/21/2013 CAP II-8

**CONTRACT FOR SALE AND PURCHASE**

THIS IS A CONTRACT for Sale and Purchase (Contract), between John F. Soule and Susan W. Soule, husband and wife, and Soule Marine Enterprises, Inc., a Florida Profit Corporation, whose address is 435 Creary Street, Pensacola, Florida 32507 (Sellers (which term shall include the masculine, feminine and neuter, singular and plural)), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, (Buyer).

1. **AGREEMENT.** Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (Property) upon the terms and conditions stated in this Contract. Approval authorizing this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on March 21, 2013.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is One Hundred Ninety-Five Thousand Dollars (\$195,000.00) payable to Sellers at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (Effective Date) of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within 30 days from the Effective Date of the Contract, Buyer shall examine title to the Property. If title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing and specify the defects. If the defects render title unmarketable, Sellers have 120 days from receipt of Buyer's notice to remove the defects. Sellers shall, if title is found to be unmarketable, use diligent effort to correct the defects in title within the time provided in the Contract. If Sellers are unsuccessful in removing the defects within the time provided in the Contract, Buyer may accept title as it then stands or terminate the Contract.

5. **SELLERS' AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanics liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **DOCUMENTS FOR CLOSING.** Buyer's attorney must prepare and furnish all documents for closing including, but not limited to, the Contract for Sale and Purchase, Satisfaction of Conditions Precedent to Closing, Sellers' Affidavit, Settlement Statement, Warranty Deed and



Date: 4/11/2013 Verified By: J. Carew

Public Disclosure of Interest Form required by Section 286.23, Florida Statutes.

7. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Title Insurance (Buyer); Survey (Buyer); Recording of Deed (Sellers); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); costs to cure title defects (Sellers).

8. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker other than NAI Halford, who is agent of the Sellers and who will be compensated by the Sellers. NAI Halford must receive a commission of 7% at closing. There are no other brokerage commissions or payments required under this provision. The parties represent and warrant to one another that no other licensed real estate broker or salesperson other than listed here has been used to procure this sale.

9. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

10. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

11. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents delivered to Buyer at 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. If the closing is not extended by mutual agreement of both parties and does not close by July 1, 2013, Sellers may terminate the contract.

12. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

13. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract, and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for

Handwritten signature and initials, possibly "JFS" and "JWS", in black ink.

damages.

14. ATTORNEY FEES; COSTS. In connection with any litigation arising out of the Contract, each party is responsible for its own attorneys' fees and costs.

15. SURVIVAL. It is understood and agreed that 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.

16. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

17. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

18. 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.

19. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

20. 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:

Community and Environment Department  
Community Redevelopment Agency  
Attn: Glenn Griffith  
Old County Courthouse, 4<sup>th</sup> Floor  
221 Palafox Place, Suite 305  
Pensacola, Florida 32502

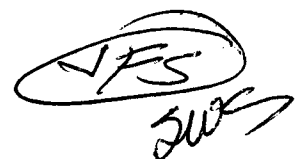
TO SELLERS:

John F. Soule and Susan W. Soule  
435 Creary Street  
Pensacola, Florida 32507

WITH A COPY TO:

Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32501

21. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of

Handwritten signatures of John F. Soule and Susan W. Soule. The signature of John F. Soule is written inside an oval, and the signature of Susan W. Soule is written below it.

which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

22. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases or subordination from any mortgage or existing leases.

23. 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.

24. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

25. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives have the right of access to the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or their employees or customers.

26. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

27. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers' knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

VFS  
SW

28. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Date BCC Approved

3/21/2013

Date Executed

BUYER:

3/28/2013

ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

ATTEST: Pam Childers  
Clerk of the Circuit Court  
Lizbeth Owen  
Deputy Clerk



Gene M. Valentino  
Gene M. Valentino, Chairman

SELLERS:

Jane Sims  
Witness  
Jane Sims  
Print Name

John F. Soule  
JOHN F. SOULE

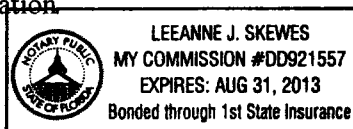
Feresh Wiseman  
Witness  
Feresh Wiseman  
Print Name

This document approved as to form  
and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date Feb. 27, 2013

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2013  
by John F. Soule, who ( ) is personally known to me, (X) produced current FLDL# 5400-466-53-160 as  
identification. -0



(Notary Seal)

LeeAnne J. Skewes  
Signature of Notary Public  
LeeAnne J. Skewes  
Printed Name of Notary Public

Jane Sims  
Witness  
Jane Sims  
Print Name

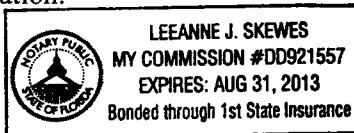
Susan W. Soule  
SUSAN W. SOULE

Witness

Print Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of February, 2013, by Susan W. Soule, who ( ) is personally known to me, (X) produced current FLDL# 5400-749-54-550-0 as identification.



(Notary Seal)

Jeanne J Skewes  
Signature of Notary Public

LeeAnne J Skewes  
Printed Name of Notary Public

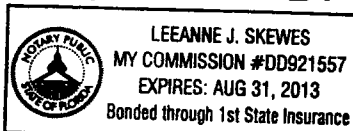
Jane Sims  
Witness  
Jane Sims  
Print Name

Witness

Print Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of February, 2013, by John F. Soule, as President of Soule Marine Enterprises, Inc., a Florida Profit Corporation, who ( ) is personally known to me, (X) produced current FLDL# 5400-466-53-160 as identification.



(Notary Seal)

Jeanne J Skewes  
Signature of Notary Public

LeeAnne J Skewes  
Printed Name of Notary Public

SOULE MARINE ENTERPRISES, INC., A  
FLORIDA PROFIT CORPORATION

By: John F. Soule  
John F. Soule, President



## PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2012) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, John F. Soule, as President of Soule Marine Enterprises, Inc., a Florida Profit Corporation, do hereby attest and affirm:

1. That the address for Soule Marine Enterprises, Inc. is 435 Creary Street, Pensacola, Florida 32507.

2. That the following entity or individuals have an interest in the real property described in Exhibit A:

A. John F. Soule 100%  
(Name) (Address)

Relationship/Interest: Owner/President

B. Jessie W. Soule  
(Name) (Address)

Relationship/Interest: wife/co-owner

C. \_\_\_\_\_  
(Name) (Address)

Relationship/Interest: \_\_\_\_\_

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

Soule Marine Enterprises, Inc., a Florida  
Profit Corporation

June Sims  
Witness

June Sims  
Print Name

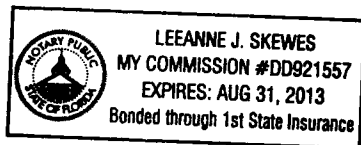
Teresa Wiseman  
Witness

TERESA Wiseman  
Print Name

By: [Signature]  
John F. Soule, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

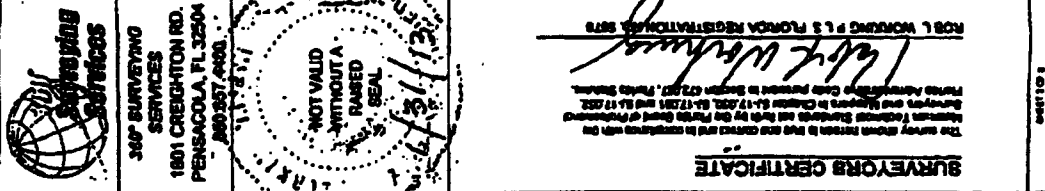
The foregoing instrument was acknowledged before me this 25 day of February,  
2013, by John F. Soule, as President of Soule Marine Enterprises, Inc., a Florida Profit Corporation, who  
( ) is personally known to me, (X) produced current FLDL#5400-466-53-160-0 as identification.



(Notary Seal)

[Signature]  
Signature of Notary Public

Lee Anne J Skewes  
Printed Name of Notary Public



BLOCK "E" OF THE BLOUNT RESUBDIVISION OF A PORTION OF SUFFRAN PARK FILLED IN PLAT BOOK 1, PAGE 87, SECTION 30, TOWNSHIP 3 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, EXCEPT THE EAST 1/4 FOR ROAD RIGHT-OF-WAY; AND LOTS 28-31 OF BAGGETT COURT ACCORDING TO PLAT RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF SAID COUNTY.

REVISED 1-30-17; ADDED LEGAL DESCRIPTIONS  
O.R. BOOK 4200, PAGE 6881 & O.R. BOOK 4188, PAGE 1850.

[illegible]

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-18. Approval of Various Consent Agenda Items

Motion made by Commissioner White, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 18, as follows, with the exception of Item 2, which was held for separate vote: ►

1. Adopting the Resolution (*R2012-123*) approving Supplemental Budget Amendment #227, General Fund (001), in the amount of \$24,856, to recognize proceeds from off-duty officers, insurance reimbursements, and fees, and to appropriate these funds back into the Escambia County Sheriff's Budget for operational activities.
2. See Page 23.
3. Awarding Contract PD 11-12.050, Sale of Recyclable Ferrous Metal, for a period of 12 months, with an option to extend for two additional 12-month periods, to the following contractors (Funding: Fund 401, Solid Waste, Revenue Account 343409):
  - A. Southern Scrap Co., Inc., award for No.1 HEAVY MELTING STEEL "Torch Steel"; and
  - B. Southern Recycling, LLC, award for Sheet Iron.
4. Approving *Amendment #1 to the Agreement between Escambia County, Florida and First Transit, Inc. for Escambia County Area Transit Management Services (PD 10-11.060)*, to amend certain items of the Agreement, including maintenance of facilities (Funding: Fund 104, Mass Transit, Cost Centers 320401, 320402, and 320403).
5. Authorizing the County to piggyback off of the State of Alabama Contract #T300, 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 for Motorola Equipment for Escambia County Area Transit to Motorola Solutions, Inc., PD 11-12.058, in the amount of \$95,670.85 (Funding: Fund 320, FTA Capital Project Fund, Cost Center 320415, Object Code 56401).

9/16/2012 CAR II-4

**AMENDMENT #1 TO THE AGREEMENT BETWEEN ESCAMBIA  
COUNTY, FLORIDA AND FIRST TRANSIT, INC. FOR ESCAMBIA  
COUNTY AREA TRANSIT MANAGEMENT SERVICES (PD 10-11.060)**

**THIS IS THE FIRST AMENDMENT TO THE AGREEMENT** entered into on January 18, 2012, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and First Transit, Inc., a corporation authorized to transact business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 (hereinafter referred to as "Management Company").

**WITNESSETH:**

**WHEREAS**, on January 18, 2012, the County entered into an agreement with the Management Company for transit management services in connection with PD 10-11.060; and

**WHEREAS**, the Parties have agreed to amend certain provisions of the agreement; and

**WHEREAS**, as a result of said amendment, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Management Company agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That Paragraph 2.3 is amended to read as follows:

2.3 In the event the Agreement is not extended or renewed, the Agreement shall terminate in accordance with Section 6 7.10.

3. That Paragraph 4.10 is amended to read as follows:

4.10 Maintenance. Management Company shall be responsible for maintenance of ECAT vehicles and any other equipment incident to the operation of the transit system. Equipment shall be maintained in good working order per the manufacturer's specifications and shall perform all necessary preventative maintenance to ensure full validation of the manufacturer's warranty.

Management Company shall retain and use such equipment for the furtherance of the purposes of this Agreement and shall permit only qualified, safe, careful, licensed and

Date: 1/16/2015 Verified By: J. L. Lareau

authorized drivers to operate ECAT vehicles. Management Company shall not permit any ECAT vehicle to be used in violation of any federal, state, or municipal statutes, laws ordinances, rules or regulations, or contrary to the terms of the applicable insurance policy.

County Management Company shall ~~otherwise~~ be responsible for property maintenance, repairs and capital replacements as it relates to ECAT property, facilities, and supporting infrastructure. ~~At anytime, The County reserves the right to perform preventative maintenance, emergency services, or other necessary maintenance or repair services as if it deems necessary to do so for ECAT facilities in order to preserve and protect said property, facilities, and supporting infrastructure.~~

Management Company shall prepare and supply the County their annual vehicle maintenance and replacement schedule for all vehicles and a funding strategy with their budget to meet demands

To ensure that ECAT equipment, vehicles and facilities are properly maintained, Escambia County and Management Company will jointly inspect the conditions of the vehicles and facilities within thirty (30) days following this Agreement's effective date. Thereafter, not less than annually, the Parties jointly will complete follow-up inspections to determine if there has been any waste or deterioration that is due to improper Management Company Maintenance. If Escambia County determines in the exercise of its reasonable judgment that there is waste or deterioration present (excepting reasonable wear and tear), then Management Company agrees to restore the relevant property to the condition present at the time of the original inspection (excepting reasonable wear and tear) and to reimburse the County for such restoration.

Nothing contained herein shall affect the County's absolute ownership of title to all ECAT vehicles and equipment, such ownership and title being hereby expressly reserved to and retained by County, and Management Company agrees not to lease or otherwise encumber any such vehicles or equipment under its control. Management Company further agrees to not permit said equipment or vehicles or any part thereof to be pledged, seized or held for any taxes, debt, lien or obligation.

4. That Paragraph 7.14 is amended to read as follows:

7.14 Insurance. Management Company is required to carry the following insurance:

- (a) Commercial General Liability with \$45,000,000 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) General Automobile with \$45,000,000 minimum coverage per occurrence for all liability with excess or umbrella liability coverage making up the difference, if any, between the policy limits of the underlying coverage and the total amount of coverage provided.

Business Automobile Liability with \$45,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

- (c) Excess or Umbrella Liability Insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

- (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) Professional Liability or Malpractice or Errors and Omissions Insurance with \$1,000,000 minimum per occurrence.
- (f) It is understood and agreed by the parties that in the event that the Management Company consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (g) Management Company agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

5. That Paragraph 7.19 is amended to read as follows:

7.19 Notices. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: First Transit, Inc.  
Attention: ~~Richard Dunning~~  
Senior Vice President  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With Copy To:  
Office of General Counsel  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Either 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.

6. That the Parties hereby agree that all other provisions of the Agreement of that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

7. That the effective date of this First Amendment shall be on the last date executed by the Parties hereto.

8. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 6<sup>th</sup> day of September 2014, and First Transit, Inc., by and through its President. 2012

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

By: [Signature]  
Steven Barry, Chairman

Date: 1/15/2015

BCC Approved: 09-06-2012

**MANAGEMENT COMPANY:**  
**FIRST TRANSIT, INC.**

By: [Signature]  
President

Attest: Pam Childers  
Clerk of the Circuit Court



Deputy Clerk

Attest:

[Signature]  
Corporate Secretary

(Corporate Seal)

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 1/24/15





# 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-7473**

**Clerk & Comptroller's Report 11. 4.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/22/2015

**Issue:** Minutes and Reports

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

**Organization:** Clerk & Comptroller's Office

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**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 January 8, 2015;

B. Approve the Minutes of the Regular Board Meeting held January 8, 2015; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 18, 2014.

**(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

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**Attachments**

*No file(s) attached.*

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## **BOARD OF COUNTY COMMISSIONERS**

**Escambia County, Florida**

**AI-7438**

**Growth Management Report 11. 1.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 01/22/2015

**Issue:** 5:45 p.m. - CPA 2014-02 Future Land Use Density - Mixed-Use Suburban

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

**Organization:** Development Services

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### **RECOMMENDATION:**

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the 2030 Comprehensive Plan - Density Text Amendment

That the Board of County Commissioners (BCC) review and recommend transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending Chapter 7 of the 2030 Comprehensive Plan, Future Land Use Element, FLU 1.3.1, Mixed-Use Suburban (MU-S) maximum density from 10 dwelling units per acre to 25 dwelling units per acre and reformatting Table 1.

At the September 30, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

### **BACKGROUND:**

The Board of County Commissioners directed staff to amend the 2030 Comprehensive Plan to address density issues with the Future Land Use Category MU-S. In order to provide compatibility for parcels with an underlying Commercial zoning and a MU-S FLU, the maximum densities will be amended to reflect the same density.

### **BUDGETARY IMPACT:**

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

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

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

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Implementation of this Ordinance will consist of an amendment to Chapter 7 of the 2030 Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

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**Attachments**

DRAFT Ordinance

Clean Ordinance

DEO Position

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ORDINANCE NUMBER 2015-\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," FLU 1.3.1 MIXED-USE SUBURBAN RESIDENTIAL MAXIMUM DENSITY FROM 10 DWELLING UNITS PER ACRE TO 25 DWELLING UNITS PER ACRE; REFORMATTING TABLE 1; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

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

**WHEREAS**, the Board of County Commissioners finds that increasing the Mixed-Use Suburban Future Land Use residential maximum density to 25 dwelling unit per acre will encourage reasonable and orderly growth and create compatibility between the existing zoning densities and the Future Land Use densities; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its Comprehensive Plan; and

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

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

**Section 1. Purpose and Intent**

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

**Section 2. Title of Comprehensive Plan Amendment**

BCC 1-22-15  
CPA-2014-02  
MU-S FLU Density Text Amendment

1  
2 This Comprehensive Plan amendment shall be entitled – "CPA 2014-02-MU-S FLU  
3 Density Text Amendment."  
4

5 **Section 3. Amendment to Residential Density Standards**  
6

7 Chapter 7, FLU 1.3.1 of the Escambia County Comprehensive Plan 2030 is hereby  
8 amended as stated in Attachment A, attached and incorporated into this ordinance.  
9

10 **Section 4. Severability**  
11

12 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
13 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
14 the validity of the remaining portions of this Ordinance.  
15

16 **Section 5. Inclusion in the Code**  
17

18 It is the intention of the Board of County Commissioners that the provisions of this  
19 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that  
20 the sections, subsections and other provisions of this Ordinance may be renumbered or  
21 re-lettered and the word "ordinance" may be changed to "section," "article," or such  
22 other appropriate word or phrase in order to accomplish such intentions.  
23

24 **Section 6. Effective Date**  
25

26 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become  
27 effective until 31 days after the Department of Economic Opportunity notifies Escambia  
28 County that the plan amendment package is complete. If timely challenged, this  
29 Ordinance shall not become effective until the Department of Economic Opportunity or  
30 the Administration Commission enters a final order determining the Ordinance to be in  
31 compliance.  
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3 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
4  
5

6 BOARD OF COUNTY COMMISSIONERS  
7 OF ESCAMBIA COUNTY, FLORIDA  
8  
9

10 By: \_\_\_\_\_  
11 Steven Barry, Chairman  
12

13 ATTEST: PAM CHILDERS  
14 CLERK OF THE CIRCUIT COURT  
15  
16

17 By: \_\_\_\_\_  
18 Deputy Clerk  
19  
20

21  
22 (SEAL)  
23  
24

25 ENACTED:  
26  
27

28 FILED WITH THE DEPARTMENT OF STATE:  
29  
30

31 EFFECTIVE DATE:  
32  
33  
34

## OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

### POLICIES

**FLU 1.3.1 Future Land Use Categories.** General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories are outlined in Table 4 below.

#### FLUM Agriculture (AG)

**General Description:** Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.

#### **Range of Allowable Uses:**

Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial.

#### **Standards:**

**Residential** Minimum Density: None

Maximum Density: 1 du/20 acres

**Non-Residential:** Minimum Intensity: None.

Maximum Intensity: 0.25 Floor Area Ratio (FAR).

#### FLUM Rural Community (RC)

**General Description:** Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.

#### **Range of Allowable Uses:**

Agriculture, silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial.

#### **Standards:**

**Residential** Minimum Density: None

Maximum Density: 2 du/acre

**Non-Residential** Minimum Intensity: None

Maximum Intensity: 0.25 Floor Area Ratio (FAR)

## **FLUM Mixed-Use Suburban (MU-S)**

**General Description:** Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.

### **Range of Allowable Uses:**

Residential, retail services, professional office, recreational facilities, public and civic.

### **Standards:**

**Residential** Minimum Density: 2 du/acre

Maximum Density: ~~40~~ 25 du/acre

**Non-Residential** Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:

- a) Residential 8% to 25%
- b) Public/Rec/Inst. 5% to 20%
- c) Non-Residential:  
Retail Service-30% to 50%  
Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

- a) Residential 70% to 85%
- b) Public/Rec/Inst. 10% to 25%
- c) Non-Residential 5% to 10%

## **FLUM Mixed-Use Urban (MU-U)**

**General Description:** Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

### **Range of Allowable Uses:**

Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

### **Standards:**

**Residential** Minimum Density: 3.5 du/acre

Maximum Density: 25 du/acre



**Non-Residential** Minimum Intensity: 0.25 Floor Area Ratio (FAR)  
Maximum Intensity: 2.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

- a) Residential 8% to 25%
- b) Public/Rec/Inst. 5% to 20%
- c) Non-Residential:  
Retail/Service 30% to 50%  
Office 25% to 50%  
Light Industrial 5% to 10%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

- a) Residential 70% to 85%
- b) Public/Rec/Inst. 10% to 25%
- c) Non-Residential 5% to 10%

#### **FLUM Mixed-Use Perdido Key (MU-PK)**

**General Description:** Intended for a complementary mix of residential, commercial and tourism (resort) related uses. Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.

#### **Range of Allowable Uses:**

Single family and multi-family residential; condominiums; hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations).

In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)

The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.

**Standards:**

Maximum Density: 25 du/acre (based on proposed zoning districts)

Maximum Intensity: 6.0 Floor Area Ratio (FAR)

Minimum pervious area 20%

Maximum impervious cover area 80%

**FLUM Mixed-Use Pensacola Beach (MU-PB)****General Description:**

Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and encourage innovative land development types and arrangements. Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units and 726 lodging units.

**Range of Allowable Uses:**

The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida. Other allowable uses include public utilities and facilities, religious and educational facilities and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or commercial development of a specified parcel within this category. Further, provisions within the Land Utilization Plan provide that environmental studies be completed prior to approving any development or use of the specified parcel.

**Standards:**

Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation. Also, densities may be increased, decreased or transferred on any particular parcel to provide protection to important natural resources, accommodate the provision of adequate and functional open space and the provision of a complimentary mix of recreation uses within the Pensacola Beach Community.

Site specific densities and uses will be further defined by the lease agreements for individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special Acts of the legislature regarding land use, ownership and development on Pensacola Beach. However, development thresholds established by this Policy shall not be exceeded unless this Comprehensive Plan has been amended and such amendment provides for increased development thresholds.

**FLUM Commercial (C)**

**General Description:** Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

**Range of Allowable Uses:**

Residential, retail and services, professional office, light industrial, recreational facilities,

public and civic.

**Standards:**

**Residential** Minimum Density: None

Maximum Density: 25 du/acre

**Non-Residential**

Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

**FLUM Industrial (I)**

**General Description:** Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

**Range of Allowable Uses:**

Light to intensive industrial, ancillary retail and office. No new residential development is allowed.

**Standards:**

**Residential** Minimum Density: None

Maximum Density: None

**Non-Residential** Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

**FLUM Conservation (CON)**

**General Description:** Intended for the conservation of important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County.

**Range of Allowable Uses:**

Passive parks and trails, preservation lands, educational uses that use natural amenities for public benefit. No new residential development is allowed.

**Standards:**

**Residential** Minimum Density: None

Maximum Density: None

**Non-Residential** Minimum Intensity: None

Maximum Intensity: None

**FLUM Recreation (REC)**

**General Description:** Recreational opportunities for the Escambia County citizens

1 including a system of public and private park facilities.

2  
3 **Range of Allowable Uses:**

4 Active and passive recreation activities and amenities, park facilities such as boat  
5 launch, basketball courts, tennis courts, baseball and softball fields, meeting halls and  
6 the like. No new residential development is allowed.

7  
8 **Standards:**

9 **Residential**

10 Minimum Density: None

11 Maximum Density: None

12 **Non-Residential** Minimum Intensity: None

13 Maximum Intensity: 0.5 Floor Area Ratio (FAR)

14  
15 **FLUM Public (P)**

16  
17 **General Description:** Provides for uses or facilities owned or managed by the Federal,  
18 State or county government or other public institutions or agencies.

19  
20 **Range of Allowable Uses:**

21 Public parks, local, regional, State or Federal facilities, public structures or lands, quasi-  
22 public facilities providing public services.

23  
24 **Standards:**

25 **Residential** Minimum Density: None

26 Maximum Density: None

27 **Non-Residential** Minimum Intensity: None

28 Maximum Intensity: None

## ORDINANCE NUMBER 2015-\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," FLU 1.3.1 MIXED-USE SUBURBAN RESIDENTIAL MAXIMUM DENSITY FROM 10 DWELLING UNITS PER ACRE TO 25 DWELLING UNITS PER ACRE; REFORMATTING TABLE 1; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

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

**WHEREAS**, the Board of County Commissioners finds that increasing the Mixed-Use Suburban Future Land Use residential maximum density to 25 dwelling unit per acre will encourage reasonable and orderly growth and create compatibility between the existing zoning densities and the Future Land Use densities; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its Comprehensive Plan; and

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

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

### **Section 1. Purpose and Intent**

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

### **Section 2. Title of Comprehensive Plan Amendment**

---

BCC 1-22-15  
CPA-2014-02  
MU-S FLU Density Text Amendment

This Comprehensive Plan amendment shall be entitled – "CPA 2014-02-MU-S FLU Density Text Amendment."

### **Section 3. Amendment to Residential Density Standards**

Chapter 7, FLU 1.3.1 of the Escambia County Comprehensive Plan 2030 is hereby amended as stated in Attachment A, attached and incorporated into this ordinance.

### **Section 4. Severability**

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

### **Section 5. Inclusion in the Code**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

### **Section 6. Effective Date**

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

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

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

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

## **OBJ FLU 1.3 Future Land Use Map Designations**

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

### **POLICIES**

**FLU 1.3.1 Future Land Use Categories.** General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories are outlined in Table 4 below.

#### **FLUM Agriculture (AG)**

**General Description:** Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.

#### **Range of Allowable Uses:**

Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial.

#### **Standards:**

**Residential** Minimum Density: None

Maximum Density: 1 du/20 acres

**Non-Residential:** Minimum Intensity: None.

Maximum Intensity: 0.25 Floor Area Ratio (FAR).

#### **FLUM Rural Community (RC)**

**General Description:** Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.

#### **Range of Allowable Uses:**

Agriculture, silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial.

#### **Standards:**

**Residential** Minimum Density: None

Maximum Density: 2 du/acre

**Non-Residential** Minimum Intensity: None

Maximum Intensity: 0.25 Floor Area Ratio (FAR)



### **FLUM Mixed-Use Suburban (MU-S)**

**General Description:** Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.

**Range of Allowable Uses:**

Residential, retail services, professional office, recreational facilities, public and civic.

**Standards:**

**Residential** Minimum Density: 2 du/acre

Maximum Density: ~~40~~ 25 du/acre

**Non-Residential** Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:

- a) Residential 8% to 25%
- b) Public/Rec/Inst. 5% to 20%
- c) Non-Residential:  
Retail Service-30% to 50%  
Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

- a) Residential 70% to 85%
- b) Public/Rec/Inst. 10% to 25%
- c) Non-Residential 5% to 10%

### **FLUM Mixed-Use Urban (MU-U)**

**General Description:** Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

**Range of Allowable Uses:**

Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

**Standards:**

**Residential** Minimum Density: 3.5 du/acre

Maximum Density: 25 du/acre

**Non-Residential** Minimum Intensity: 0.25 Floor Area Ratio (FAR)  
Maximum Intensity: 2.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

- a) Residential 8% to 25%
- b) Public/Rec/Inst. 5% to 20%
- c) Non-Residential:
  - Retail/Service 30% to 50%
  - Office 25% to 50%
  - Light Industrial 5% to 10%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

- a) Residential 70% to 85%
- b) Public/Rec/Inst. 10% to 25%
- c) Non-Residential 5% to 10%

### **FLUM Mixed-Use Perdido Key (MU-PK)**

**General Description:** Intended for a complementary mix of residential, commercial and tourism (resort) related uses. Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.

#### **Range of Allowable Uses:**

Single family and multi-family residential; condominiums; hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations).

In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)

The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.

**Standards:**

Maximum Density: 25 du/acre (based on proposed zoning districts)

Maximum Intensity: 6.0 Floor Area Ratio (FAR)

Minimum pervious area 20%

Maximum impervious cover area 80%

**FLUM Mixed-Use Pensacola Beach (MU-PB)**

**General Description:**

Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and encourage innovative land development types and arrangements. Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units and 726 lodging units.

**Range of Allowable Uses:**

The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida. Other allowable uses include public utilities and facilities, religious and educational facilities and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or commercial development of a specified parcel within this category. Further, provisions within the Land Utilization Plan provide that environmental studies be completed prior to approving any development or use of the specified parcel.

**Standards:**

Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation. Also, densities may be increased, decreased or transferred on any particular parcel to provide protection to important natural resources, accommodate the provision of adequate and functional open space and the provision of a complimentary mix of recreation uses within the Pensacola Beach Community.

Site specific densities and uses will be further defined by the lease agreements for individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special Acts of the legislature regarding land use, ownership and development on Pensacola Beach. However, development thresholds established by this Policy shall not be exceeded unless this Comprehensive Plan has been amended and such amendment provides for increased development thresholds.

**FLUM Commercial (C)**

**General Description:** Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

**Range of Allowable Uses:**

Residential, retail and services, professional office, light industrial, recreational facilities,

public and civic.

**Standards:**

**Residential** Minimum Density: None

Maximum Density: 25 du/acre

**Non-Residential**

Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

**FLUM Industrial (I)**

**General Description:** Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

**Range of Allowable Uses:**

Light to intensive industrial, ancillary retail and office. No new residential development is allowed.

**Standards:**

**Residential** Minimum Density: None

Maximum Density: None

**Non-Residential** Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

**FLUM Conservation (CON)**

**General Description:** Intended for the conservation of important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County.

**Range of Allowable Uses:**

Passive parks and trails, preservation lands, educational uses that use natural amenities for public benefit. No new residential development is allowed.

**Standards:**

**Residential** Minimum Density: None

Maximum Density: None

**Non-Residential** Minimum Intensity: None

Maximum Intensity: None

**FLUM Recreation (REC)**

**General Description:** Recreational opportunities for the Escambia County citizens

including a system of public and private park facilities.

**Range of Allowable Uses:**

Active and passive recreation activities and amenities, park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields, meeting halls and the like. No new residential development is allowed.

**Standards:**

**Residential**

Minimum Density: None

Maximum Density: None

**Non-Residential** Minimum Intensity: None

Maximum Intensity: 0.5 Floor Area Ratio (FAR)

**FLUM Public (P)**

**General Description:** Provides for uses or facilities owned or managed by the Federal, State or county government or other public institutions or agencies.

**Range of Allowable Uses:**

Public parks, local, regional, State or Federal facilities, public structures or lands, quasi-public facilities providing public services.

**Standards:**

**Residential** Minimum Density: None

Maximum Density: None

**Non-Residential** Minimum Intensity: None

Maximum Intensity: None

**From:** [Denise Halstead](#)  
**To:** [Temeka S. Mallory](#)  
**Subject:** FW: CPA-2014-02  
**Date:** Thursday, September 18, 2014 11:22:30 AM

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**From:** Horace L Jones  
**Sent:** Tuesday, September 09, 2014 9:01 AM  
**To:** Denise Halstead  
**Subject:** FW: CPA-2014-02

Please send this e-mail to the PB for the Density discussion. DEO Position.

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**From:** Spiers, Sherry A. [<mailto:Sherry.Spiers2@deo.myflorida.com>]  
**Sent:** Thursday, August 14, 2014 9:08 AM  
**To:** Horace L Jones  
**Cc:** Richmond, Ana  
**Subject:** RE: CPA-2014-02

Horace:

You are most welcome. Any time I can assist you, feel free to contact me.

I will coordinate with Ana and we will provide a response on the DSAP issue shortly. If you need anything further, please let me know.

Sherry

Sherry A. Spiers  
Regional Planning Administrator  
North Florida Region  
Bureau of Community Planning  
Department of Economic Opportunity  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-4128  
Telephone: (850) 717-8499  
email: [Sherry.Spiers2@deo.myflorida.com](mailto:Sherry.Spiers2@deo.myflorida.com)

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**From:** Horace L Jones [<mailto:HLJONES@co.escambia.fl.us>]  
**Sent:** Thursday, August 14, 2014 10:03 AM  
**To:** Spiers, Sherry A.  
**Cc:** Richmond, Ana  
**Subject:** FW: CPA-2014-02

Sherry,

Again, thank you for your response specified below. This was very complete and succinct. This is exactly what we needed. By the way, we have not received the response regarding the removal of DSAP & what it will do to our existing Sector Plan. If you can do the same, this would be great. Again, thank you immensely.

Horace

---

**From:** Horace L Jones  
**Sent:** Thursday, August 14, 2014 7:18 AM  
**To:** Horace L Jones  
**Subject:** Fwd: CPA-2014-02

Sent from my iPhone

Begin forwarded message:

**From:** "Richmond, Ana" <[Ana.Richmond@deo.myflorida.com](mailto:Ana.Richmond@deo.myflorida.com)>  
**Date:** August 5, 2014 at 10:51:44 AM CDT  
**To:** Horace L Jones <[HLJONES@co.escambia.fl.us](mailto:HLJONES@co.escambia.fl.us)>  
**Subject:** FW: CPA-2014-02

Horace,

Sherry has been out sick this week so I'm guessing she did not send this to you yet, but I think this will be helpful for your first question. I'll send you the DSAP information this afternoon.

ana

-----Original Message-----

From: Spiers, Sherry A.  
Sent: Friday, August 01, 2014 4:51 PM  
To: Richmond, Ana  
Subject: FW: CPA-2014-02

Ana:

The County staff asked for statutory citations for some of the advice was provided at our meeting. On the zoning issue, my understanding is that there has been some discussion in the County about relying on existing zoning regulations that allow more density than the comprehensive plan allows. We advised County staff that they cannot defer this issue to the land development regulations.

Rather, the density and intensity standards must be in the comprehensive plan.

When considering whether to allow development, if the land development regulations are not consistent with the comprehensive plan (for example, the zoning allows a higher density than the comprehensive plan), the comprehensive plan governs. If the local government chooses to allow development based on

zoning regulations that are not consistent with the comprehensive plan, the development approval can be challenged under s. 163.3215, F.S., on the ground that it is not consistent with the comprehensive plan.

The statutes on which our advice is based are:

s. 163.3177(6)(a), F.S., requires that density and intensity standards be set in the comprehensive plan. Specifically, the section requires that a comprehensive plan include a future land use element that meets the criteria in the statute, including the following: "The approximate acreage and the general range of density or intensity of use shall be provided for the gross land area included in each existing land use category."

s. 163.3194(1)(a), F.S., addresses development orders: "(1)(a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted."

s. 163.3194(1)(b), F.S., expressly states that a local government must rely on its comprehensive plan to authorize development and not on existing regulations that are inconsistent with the comprehensive plan. The section requires that if a local government retains land development regulations that are not consistent with the comprehensive plan, the local government is required to develop a schedule for bringing the regulations into compliance with the comprehensive plan. The statute then says: "During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order."

s. 163.3194(3)(a), F.S., addresses consistency of development orders and land development regulations with the comprehensive plan and provides: "A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government." Note that the statute requires consistency with the density and intensity standards in the comprehensive plan.

s. 163.3194(3)(b), F.S., says basically the same thing as subsection (a) as it relates to development orders: "A development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government. s. 163.3194(2), F.S." Again, note that the statute requires consistency with the density and intensity standards in



the comprehensive plan.

Sherry

Sherry A. Spiers  
Regional Planning Administrator  
North Florida Region  
Bureau of Community Planning  
Department of Economic Opportunity  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-4128  
Telephone: (850) 717-8499  
email: [Sherry.Spiers2@deo.myflorida.com](mailto:Sherry.Spiers2@deo.myflorida.com)

-----Original Message-----

From: Horace L Jones [<mailto:HLJONES@co.escambia.fl.us>]  
Sent: Friday, August 01, 2014 10:34 AM  
To: Richmond, Ana; Spiers, Sherry A.  
Subject: FW: CPA-2014-02

Ana & Sherry,

It was such a pleasure meeting with each you yesterday. You are so great to work with on our precarious issues within Escambia County. Furthermore, Dan & Sherry, Wow what a team!!!

Again, thank you!. We will be waiting on your e-mail confirming our discussions with possible solutions and alternatives to address the questions and issues we submitted to you. If you can cite the statues that would not allow proposed amendments or certain things to be removed, please state that. This would help us proceed with other alternatives that were discussed. We always want to give alternatives or solutions as consistent with your approach to Community Planning

-----Original Message-----

From: Horace L Jones  
Sent: Friday, August 01, 2014 9:17 AM  
To: Horace L Jones  
Subject: FW: CPA-2014-02  
Importance: High

-----Original Message-----

From: Horace L Jones  
Sent: Monday, July 28, 2014 4:46 PM  
To: Horace L Jones  
Subject: FW: CPA-2014-02  
Importance: High

-----Original Message-----

From: Horace L Jones  
Sent: Thursday, July 24, 2014 1:30 PM  
To: 'Richmond, Ana'  
Subject: FW: CPA-2014-02  
Importance: High

-----Original Message-----

From: Horace L Jones  
Sent: Monday, July 21, 2014 4:17 PM  
To: Angela D. Crawley  
Subject: FW: CPA-2014-02  
Importance: High

-----Original Message-----

From: Horace L Jones  
Sent: Tuesday, July 15, 2014 3:48 PM  
To:

Subject: FW: CPA-2014-02  
Importance: High

Ana,

We looking forward to meeting with you and your staff on the July 31st.

Regrettably, there are time constraints and other commitments that we have to make adjustments for. Since this is the case, we want to make every effort for our meeting to be productive, insightful and informative. Thus, some major concerns that we would like to engage and to have a meaningful dialogue are the following:

1. As referenced below, the legality & ramifications of allowing the densities specified within the zoning categories, as stated in the Escambia Land Development Code, to be the controlling factor for proposed projects. Please see-mail sent on July 2nd 2014. Also, a summary of the issue and the draft language is attached.
2. We would like to have a discussion on removing the DSAP completely from the Sector Plan because of the change of legislation (HB 7207). As you know the DSAP is the local regulatory document that would govern the "construction of the projects within the Sector Plan Area". You & I have had e-mail correspondences on this issue. You are so great to work.

-----Original Message-----

From: Horace L Jones  
Sent: Tuesday, July 15, 2014 3:00 PM  
To: Horace L Jones  
Subject: FW: CPA-2014-02

-----Original Message-----

From: Horace L Jones  
Sent: Wednesday, July 02, 2014 7:12 AM  
To: [ana.richmond@deo.myflorida.com](mailto:ana.richmond@deo.myflorida.com)  
Subject: FW: CPA-2014-02

Hello Ana,

I hope you are doing well & having a great summer!!

On May, 13, 2014, I sent you an e-mail regarding a proposed revision to our 2030 Comp. Plan that would allow the density within zoning category to be the controlling factor for proposed projects. Your response(sent on May 14th) was that....."cleaner fix would be to up density in the future land categories; so that's consistent with the zoning." Your response was very clear & on point with Chapter 163 of the Florida Statutes. By the way, we concur with this position. We were task with the assignment to proceed with the draft language as specified within the attachment. If possible could you please do a "courtesy review" of the language and provide your evaluation per Chapter 163 of Florida Statutes. If possible, could you provide any additional thoughts or suggestions on this issue. I strongly welcome anything you have to suggest.

Again, thank you always for all your help.

From: Horace L Jones  
Sent: Friday, June 27, 2014 12:00 PM  
To: Horace L Jones  
Subject: FW: CPA-2014-02

From: Denise Halstead  
Sent: Monday, June 23, 2014 11:51 AM  
To: Horace L Jones  
Subject: CPA-2014-02

Legal Sign-Off  
Ordinance  
Attachment A

Denise Halstead  
Planning Board Coordinator

Development Services Department  
3363 West Park Place  
Pensacola, FL 32505  
[dhalstea@myescambia.com](mailto:dhalstea@myescambia.com)<<mailto:dhalstea@myescambia.com>>  
T 850.595.3097

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This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7489**

**Growth Management Report 11. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 01/22/2015

**Issue:** Escambia County Board of Adjustment Appointment for District 1

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

**Organization:** Development Services

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#### **RECOMMENDATION:**

Recommendation Concerning the Appointment to the Escambia County Board of Adjustment

That the Board confirm the appointment of Blaise Adams, replacing Bob Price, Jr., as Commissioner Wilson Robertson's appointment to the Escambia County Board of Adjustment, effective January 22, 2015. This appointment will run concurrent with Commissioner Robertson's term of office, or at his discretion.

#### **BACKGROUND:**

Each Commissioner makes one appointment to the Escambia County Board of Adjustment. Mr. Blaise has expressed a desire to serve on this Board. His Biography is attached for your review.

#### **BUDGETARY IMPACT:**

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

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

NA

#### **PERSONNEL:**

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

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

In accordance with the Section 1,B.1, Appointment Policy and Procedures, the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/re-appointments to Boards/Committees established by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Upon appointment of the member by the Board, the appointee will serve the required terms of office and fulfill the duties of their respective board membership.

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**Attachments**

Blaise Adams Biography

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## **Biography**

### **M. Blaise Adams**

Blaise Adams has been employed in the banking industry since 1981 when he entered a management training program at a regional bank based in Macon, Georgia. Upon completion of the program, Adams assumed responsibility for management of the Bank's credit department and served in this capacity for 2 years before relocating to Pensacola, Florida and assuming a position as a Commercial Lender for Sun Bank. After 4 years at Sun Bank, Adams then was hired as Vice-President/Commercial Lending at Citizens & Peoples National Bank in Pensacola, Adams was later promoted to Senior Vice-President/Senior Credit officer at C & P and assumed responsibility for Bank's credit department and oversight of the Bank's commercial lending activities including credit approval and portfolio management. During his tenure in this capacity Adams implemented policies and procedures to assist the bank in conforming to compliance with newly issued lending regulations adopted by the Office of the Comptroller of the Currency (OCC). In addition, Adams implemented strategies that resulted in a significant improvement in the Bank's commercial credit metrics. In 1993, Adams was recruited by AmSouth Bank as Senior Vice-President and Senior Credit Officer for its NorthWest Florida regions which included offices in Pensacola, Ft. Walton, Destin, Panama City and Tallahassee. Adams was vested with credit approval authority of \$3 million and actively participated in business development activities with the Relationship Managers in each of the region's markets. In 1995 Adams transitioned to the position of Senior Vice-President/Area Commercial Banking Sales Manager for the NorthWest Florida Region. In this capacity Adams was responsible for the region's Commercial Banking, Commercial Real Estate and Treasury Management sales activities resulting in loan, deposit and fee income production.

In the latter part of 2006, Adams was approached by a group of local businessmen seeking to start a new community bank in Escambia County. Adams engaged a consultant and met with representatives of the Licensing Division of the Florida Department of Banking to discuss the application for a new bank charter. In early 2007 Adams was approached by the CEO and CFO of Alabama National Bancorporation (ANB) in Birmingham, Alabama to discuss their interest in establishing a presence in Florida. After extensive discussion and negotiation, Adams agreed to form a new Bank in Escambia County under the ANB umbrella. Adams joined ANB in March of 1997 and the Citizens & Peoples Bank opened for business on August 15, 1997 with Adams serving as CEO, President and Director. A second location was opened in Downtown Pensacola in May of 1998 and a third location on Airport Boulevard in August of 2002. In March of 2005 ANB merged C&P into its Baldwin County, AL affiliate First Gulf Bank. The headquarters of First Gulf was relocated to Pensacola and Adams was named President of the merged operation. A fourth Pensacola location was opened in June, 2005.

In February of 2007 ANB entered into a definitive agreement to be acquired by RBC Bank – the U.S. affiliate of the Royal Bank of Canada. ANB was merged into RBC in early 2008 and Adams was named Market Executive for the Pensacola market. Early in 2010 RBC entered into a corporate reorganization and the Market Executive position was eliminated throughout the corporate structure. Adams was named Team Leader of the Portfolio Resolution Group for the Alabama and Northwest Florida markets. In December 2011 RBC entered into a definitive agreement to be acquired by PNC Bank. RBC was merged into PNC in March of 2012 and Adams assumed the position of Team Leader of the Alabama and Northwest Florida unit of the Asset Resolution Team. During 2012 Adams entered into discussions with senior management of Centennial Bank regarding the opening of a de novo branch in the Pensacola market. After several months of discussion, Adams and a production team from PNC joined Centennial

and opened a branch office in Pensacola in April of 2013. A second Pensacola branch was opened in July. Adams now serves as Market President for Centennial with responsibility for the offices in Escambia and Santa Rosa counties.

During the last 15 years, Adams has been very active in local civic and charitable organizations. He served 2 terms as Vice-Chair of Economic Development for the Pensacola Area Chamber of Commerce and as Chairman of the Chamber in 2010. During his term as Chairman, Adams spearheaded an effort to significantly increase both private and public sector funding of the Chamber's economic development efforts through the development of a fundraising campaign known as Vision 2015. A feasibility study performed by the Chamber's fundraising consultant, National Community Development Services (NCDS) indicated a capacity of \$5.0 million for a 5 year campaign. Based on a compelling case to create 3,000 jobs over the 5 year term of the campaign, over \$8 million was committed by the private and public sectors and more importantly the percentage of private sector funding of the Chamber increased from 25% to 65%. Adams remains as an ex-officio member of the Chamber Board of Directors and serves as Chair of the Pensacola Innovation Network (PIN) which has obtained a state grant to develop and operate a high speed fiber optic network which will be linked to the Florida Lambda Rail.

Adams also served two terms as Chair of the Downtown Improvement Board, two terms as Chair of Sacred Heart Foundation and two terms as President of Catholic Charities of Northwest Florida. He currently serves as a member of the Escambia County Investment Advisory Committee, the Finance Committee of the Archdiocese of Pensacola-Tallahassee and the Pensacola-Escambia Development Commission and UWF Historic Trust. Adams is a member of the Rotary Club of Pensacola and Pensacola Country Club. He has been married to Patrice for 27 years and they have two children. Hobbies include golf, hunting and boating.

Personal references are available upon request.



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

# AI-7462

## Growth Management Report 11. 2.

# BCC Regular Meeting

## Action

**Meeting Date: 01/22/2015**

**Issue:** Final Plat - Daniel's Grove

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

**Organization:** Development Services

### RECOMMENDATION:

## Recommendation Concerning Final Plat Daniel's Grove Permit #130800015

That the Board take the following actions concerning recording of the Final Plat of Daniel's Grove (a 105 lot single residential subdivision) with public streets and private Parcel "A", located in the Beulah community lying north of Frank Reeder Road and east of County Road 9 (Beulah Road). The parcel is owned and developed by B&C Development LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Interim Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes:

- A. Approve the final plat for recording;
- B. Approve the street names "Boxelder Boulevard, Alder Avenue, and Basswood Boulevard";
- C. Accept all public easements, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance. The cost of pond maintenance is to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and
- D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement and Avigation Easement.

## BACKGROUND:

The preliminary plat known as Beulah Meadows was approved on November 6, 2013. The Construction Plans known as Beulah Meadows were approved on November 6, 2013. The Escambia County Department of Public Safety approved the street names "Boxelder Boulevard, Alder Avenue and Basswood Boulevard"; on January 7, 2015. Development Services Bureau inspected the improvements on January 8, 2015 and found improvements substantially complete and in accordance with applicable County requirements. An executed Two Year Warranty Agreement and Avigation Easement will be recorded with the final plat. Staff has reviewed the final plat.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is consistent with previous practices of the County Attorney's Office. The Two Year Warranty Agreement without Surety and Avigation Easement were approved by Stephen West on January 9, 2015.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION REQUIREMENTS:**

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

**COORDINATION WITH OTHER AGENCIES/PERSONS:**

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

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**Attachments**

Approved Subdivison Plat

Location/Vicinity Map

Street Letter Approval

2 Year Warranty Agreement

Avigation Easement

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Approved  
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature: *[Signature]* Date: *1-14-15*  
Development Services Director or Designee

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

DAVID W. FITZPATRICK, P.E., P.A.  
PROFESSIONAL ENGINEER  
10250 NORTH PALAFOX STREET  
PENSACOLA, FLORIDA 32534  
(850) 476-8677

A FINAL PLAT OF

# DANIELS GROVE

A RESIDENTIAL SUBDIVISION OF A PORTION OF  
SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST  
ESCAMBIA COUNTY, FLORIDA  
FLU: MU-S, ZONED: V-2A  
JANUARY 2015

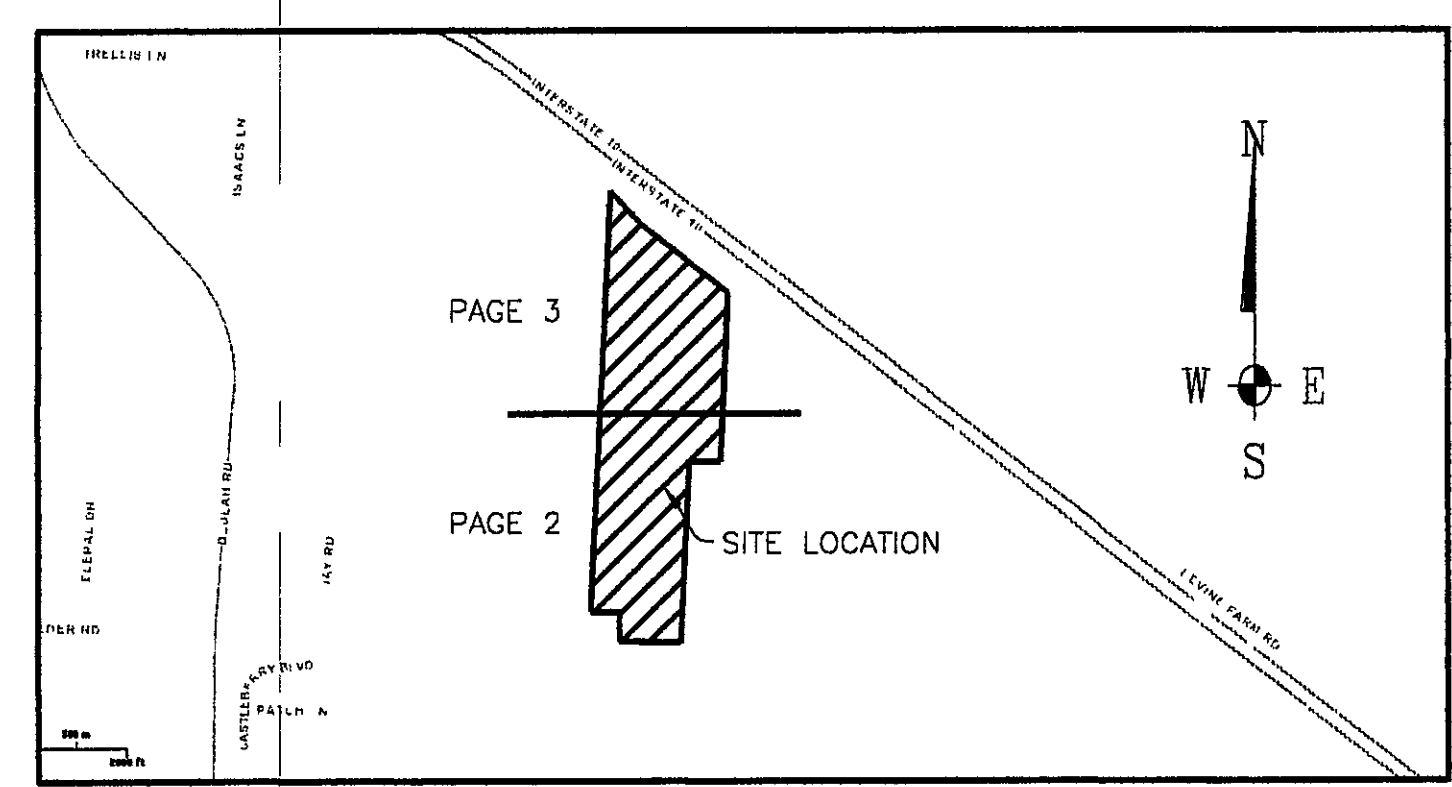
## OWNER AND DEVELOPER

B & C DEVELOPMENT LLC  
CHARLES HEATON  
P.O. BOX 6  
CANTONMENT, FLORIDA 32533  
PHONE (850) 453-1253

**KJM**  
Land Planning, LLC  
Kenneth J. Monie  
Professional Surveyor and Mapper  
2828 Venetian Court  
Gulf Breeze, 32563  
850-438-0252 Fax 850-438-1307

## BUILDING REQUIREMENTS FOR V-2A ZONE

- FRONT YARD, THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NOT LESS THAN 25 FEET.
- REAR YARD, THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 25 FEET ON PROPERTY ABUTTING ESTUARINE, RIVERINE OR CREEK SYSTEMS. THE SETBACK SHALL BE IN ACCORDANCE WITH THE MARINE/ESTUARINE/RIVERINE SETBACK (MERS) PROVISION OF THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE (ARTICLE 7) OR 30 FEET, WHICHEVER IS GREATER.
- SIDE YARD, THE MINIMUM SIDE YARD ON EACH SIDE SHALL BE TEN PERCENT OF THE LOT WIDTH MEASURED AT THE FRONT BUILDING BUT NEED NOT EXCEED 15 FEET ON EACH SIDE, HOWEVER REQUIRED SIDE YARDS SHALL NOT BE LESS THAN FIVE FEET ON EACH SIDE.



VICINITY MAP

## KEY MAP

- PAGE 1 COVER SHEET
- PAGE 2 DRAWING OF SOUTH END OF SUBDIVISION
- PAGE 3 DRAWING OF NORTH END OF SUBDIVISION

## DESCRIPTION

COMMENCE AT SOUTHEAST CORNER SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA,  
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 2062.73 FEET TO THE POINT OF BEGINNING,  
THENCE CONTINUE NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 405.43 FEET,  
THENCE DEPARTING SAID SOUTH LINE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 208.71 FEET,  
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST A DISTANCE OF 208.71 FEET,  
THENCE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 2964.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF INTERSTATE 10 (R/W VARIES),  
THENCE GO SOUTH 41 DEGREES 07 MINUTES 36 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 323.13 FEET,  
THENCE GO SOUTH 50 DEGREES 22 MINUTES 37 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 616.77 FEET,  
THENCE DEPARTING SAID RIGHT-OF-WAY GO SOUTH 12 DEGREES 22 MINUTES 36 SECONDS WEST A DISTANCE OF 115.90 FEET,  
THENCE GO SOUTH 05 DEGREES 39 MINUTES 43 SECONDS WEST A DISTANCE OF 1025.45 FEET,  
THENCE GO NORTH 88 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 191.68 FEET,  
THENCE GO SOUTH 06 DEGREES 48 MINUTES 19 SECONDS WEST A DISTANCE OF 1311.06 FEET TO THE POINT OF BEGINNING.  
ALL LYING AND BEING IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST AND CONTAINING 48.10 ACRES MORE OR LESS.

## NOTE

THIS TO THE ESCAMBIA COUNTY GPS NETWORK WERE MADE IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE. ALL GEODETIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO NAD 83 DATUM (NGS 1990) ELEVATIONS AS SHOWN HEREON ARE REFERENCED FROM NATIONAL GEODETIC SURVEY BENCHMARK NO. "C 303" HAVING A PUBLISHED ELEVATION OF 121.77' (NAVD83).

STATE PLANE COORDINATE TABLE						
STATION	NORTHING	EASTING	SCALE FACTOR	CONVERGENCE	LATITUDE	LONGITUDE
POINT "A"	575306.517	1084625.282	0.9999707	-01 26' 35.201"	30° 33' 02.216"	87° 22' 18.176"
POINT "B"	577384.502	1085570.145	0.9999714	-01 26' 29.499"	30° 33' 23.036"	87° 22' 06.828"
POINT "C"	576364.033	1085569.243	0.9999711	-01 26' 29.531"	30° 33' 12.916"	87° 22' 07.686"

TO CONVERT GRID DISTANCE TO GROUND DISTANCES DIVIDE GRID DISTANCE BY AVERAGE SCALE FACTOR

## SURVEYORS NOTES

- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED
- ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS
- BASIS OF BEARING SOUTH R/W LINE OF INTERSTATE 10 AS S50°22'37"E
- REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION, COPY OF COUNTY TAX ASSESSORS MAP No. 373, COPY OF PLAT OF ERLER ESTATES, PLAT BOOK 18, PAGE 20
- THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE A, (AREAS SUBJECT TO INUNDATION BY THE 1 PERCENT ANNUAL CHANCE FLOOD EVENT BECAUSE DETAILED HYDRAULIC ANALYSES HAVE NOT BEEN PERFORMED, NO BASE FLOOD ELEVATIONS (BFEs) OR FLOOD DEPTHS ARE SHOWN), AND FLOOD ZONE X, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBER 12033C0290G, MAP REVISION DATED SEPTEMBER 28, 2006
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC, IS L.B. #7919
- THE GULF POWER EASEMENTS AS RECORDED IN DEED BOOK 373, PAGE 239 AND 242, AND OFFICIAL RECORDS BOOK 459, PAGE 341, AND OFFICIAL RECORDS BOOK 1377, PAGE 129 AS LISTED IN THE TITLE OPINION DO AFFECT THE PROPERTY

## NOTES

1. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. ANY PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR CABLE TELEVISION SERVICES, BEING IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF FLORIDA STATUTES 177.091 (2b).
3. THERE IS A MINIMUM 5' PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES. HOME BUILDER IS TO CONSTRUCT DRAINAGE SWALES AS REQUIRED ALONG THESE EASEMENTS TO DIRECT STORM WATER CONVEYANCE SYSTEM AND NOT ACROSS NEIGHBORING LOTS.
4. NO FENCES SHALL BE CONSTRUCTED IN THE DRAINAGE EASEMENTS. NO STRUCTURES SHALL BE LOCATED WITHIN DRAINAGE EASEMENTS THAT MAY PROHIBIT OR RESTRICT FLOW OF STORMWATER.
5. NO BUILDING ON LOTS WITH PERMANENT WATER TABLE LESS THAN 2 FEET.
6. IT IS RECOMMENDED THAT LOTS 1-4, BLOCK "A" AND 1-4, BLOCK "D", HAVE "T" TYPE OR LOOPED DRIVEWAYS TO REDUCE BACKING INTO THE ROAD.
7. PARCEL #34-1N-31-1301-000-001 WAS REZONED FROM VAG-2 TO V-2A PER BCC CASE #Z-2006-38.
8. NO ENTRANCE SIGN IS PROPOSED.
9. TOTAL NUMBER OF LOTS = 105.

## ENGINEER'S CERTIFICATE:

I, DAVID W. FITZPATRICK, P.E., P.A., AM THE ENGINEER OF RECORD FOR DANIELS GROVE AND HEREBY CERTIFY ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

DAVID FITZPATRICK, P.E., P.A.  
PROFESSIONAL ENGINEER #47818  
STATE OF FLORIDA  
LICENSED BUSINESS #8423

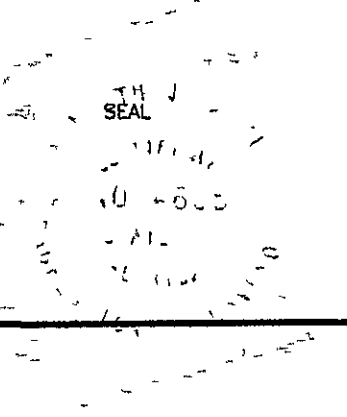
SEAL

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, THAT PERMANENT REFERENCE MONUMENTS, AND PERMANENT CONTROL POINTS, HAVE BEEN SET.

*[Signature]* 1/14/15  
KENNETH J. MONIE  
PROFESSIONAL SURVEYOR AND MAPPER #4655  
LICENSED BUSINESS #7919  
STATE OF FLORIDA

KJM LAND PLANNING, LLC  
2828 VENETIAN COURT  
GULF BREEZE, FL 32563



CLERK OF THE CIRCUIT COURT CERTIFICATE OF APPROVAL  
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.011 THROUGH 177.151) OF THE 1998 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, AND FILED IN PLAT BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF SAID COUNTY.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

SEAL

## CERTIFICATE OF APPROVAL

COMMISSIONERS OF ESCAMBIA COUNTY, STATE OF FLORIDA  
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT WAS INSTRUCTED TO SO CERTIFY HEREOF.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

SEAL

## APPROVALS

DATE \_\_\_\_\_  
JOY BLACKMON, P.E.  
COUNTY ENGINEER  
PUBLIC WORKS DIRECTOR

DATE \_\_\_\_\_  
HORACE JONES  
DEVELOPMENT SERVICES INTERIM DIRECTOR

## CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES, CHAPTER 177, PART 1, PLATING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT B&C DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS OWNER AND DEVELOPER OF THE LAND DESCRIBED HEREIN, AND PLATTED HEREON AS DANIELS GROVE (THE LAND) AND VERNON E. COOKE AND REBECCA J. COOKE, HUSBAND AND WIFE, THE OWNERS OF A PORTION OF THE LAND, HEREBY DEDICATE TO THE PUBLIC THE ROADS AND RIGHTS-OF-WAY, THE DRAINAGE, UTILITY & ACCESS EASEMENTS, AND DRY RETENTION PONDS #1 AND #2, AND DEDICATE TO EMERALD COAST UTILITIES AUTHORITY PRIVATE PARCEL "D," AND DEDICATE TO AMERICAN TELEPHONE & TELEGRAPH COMPANY PARCEL "G," AND DEDICATE TO THE DANIELS GROVE HOMEOWNERS' ASSOCIATION THE 10' PRIVATE DRAINAGE EASEMENT, PRIVATE WETLAND ACCESS PARCEL "A," PRIVATE WETLAND PARCELS "B" AND "C," THE WETLAND BUFFERS, AND PRIVATE ISLAND PARCELS "E" AND "F," AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

B & C DEVELOPMENT, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS \_\_\_\_\_ BY CHARLES HEATON  
ITS MANAGER  
PRINTED NAME \_\_\_\_\_  
WITNESS \_\_\_\_\_ VERNON E. COOKE  
PRINTED NAME \_\_\_\_\_  
WITNESS \_\_\_\_\_ REBECCA J. COOKE  
PRINTED NAME \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 BY CHARLES W. HEATON, AS MANAGER OF B&C DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

PERSONALLY KNOWN \_\_\_\_\_ NOTARY PUBLIC  
OR  
PRODUCED IDENTIFICATION \_\_\_\_\_  
TYPE OF IDENTIFICATION PRODUCED \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 BY VERNON E. COOKE AND REBECCA J. COOKE, HUSBAND AND WIFE.

PERSONALLY KNOWN \_\_\_\_\_ NOTARY PUBLIC  
OR  
PRODUCED IDENTIFICATION \_\_\_\_\_  
TYPE OF IDENTIFICATION PRODUCED \_\_\_\_\_

## ACKNOWLEDGEMENT

COUNTY OF ESCAMBIA  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY \_\_\_\_\_ OF \_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_, HE IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC  
STATE OF FLORIDA

MY COMMISSION EXPIRES \_\_\_\_\_

## CERTIFICATE OF ATTORNEY

I, STEPHEN R. MOORHEAD, AS A MEMBER OF THE FLORIDA BAR AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, ARTICLE IV. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

STEPHEN R. MOORHEAD  
25 WEST GOVERNMENT STREET  
PENSACOLA, FL 32502

RESTRICTIVE COVENANTS FILED OFFICIAL RECORD BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

APPROVED  
1-14-15  
KJT

# A FINAL PLAT OF DANIELS GROVE

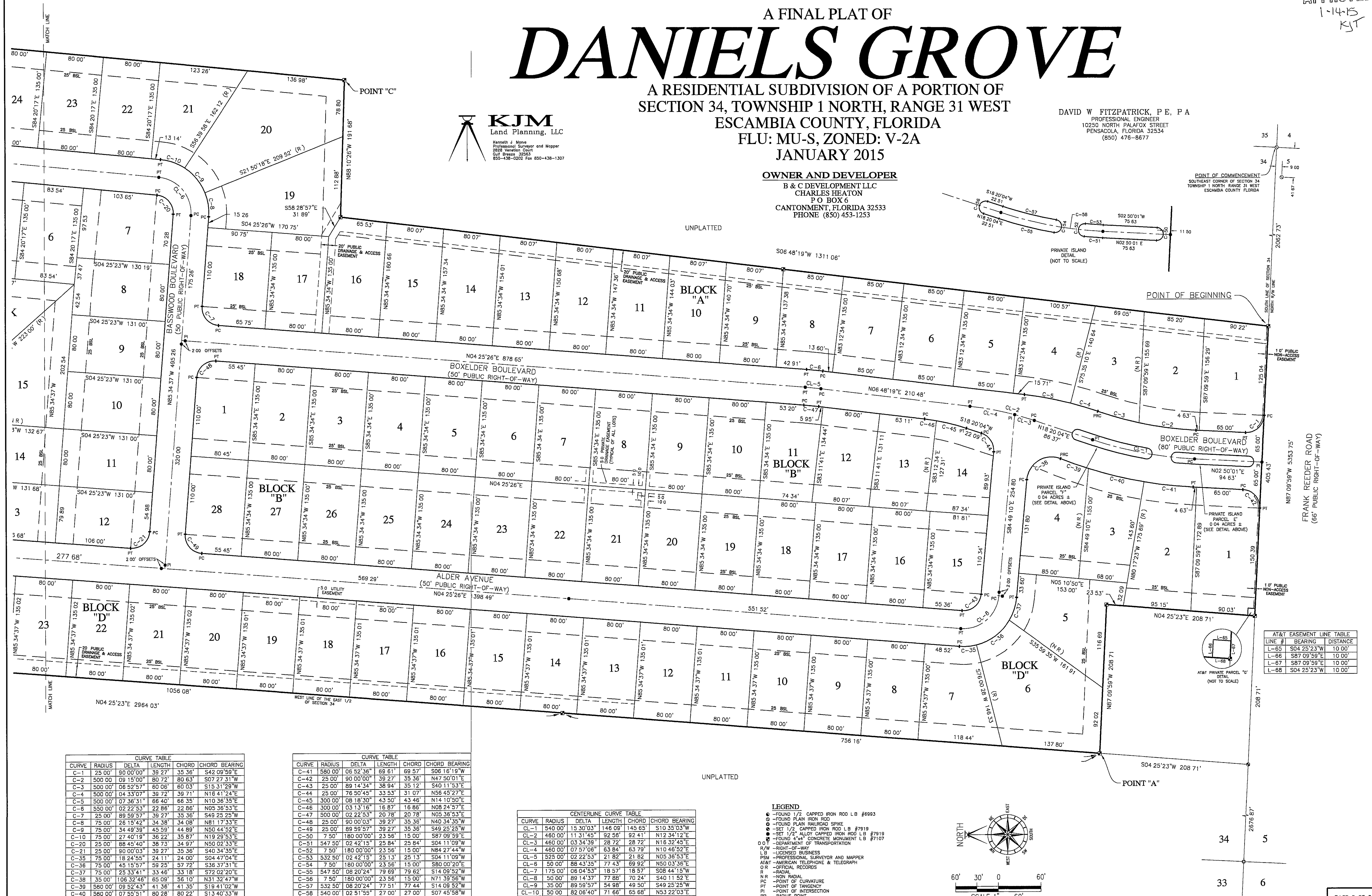
A RESIDENTIAL SUBDIVISION OF A PORTION OF  
SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST  
ESCAMBIA COUNTY, FLORIDA  
FLU: MU-S, ZONED: V-2A  
JANUARY 2015



## OWNER AND DEVELOPER

B & C DEVELOPMENT LLC  
CHARLES HEATON  
P.O. BOX 6  
CANTONMENT, FLORIDA 32533  
PHONE (850) 453-1253

DAVID W. FITZPATRICK, P.E., P.A.  
PROFESSIONAL ENGINEER  
10250 NORTH PALAFOX STREET  
PENSACOLA, FLORIDA 32534  
(850) 476-8677



POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF SECTION 34  
TOWNSHIP 1 NORTH, RANGE 31 WEST  
ESCAMBIA COUNTY, FLORIDA

POINT OF BEGINNING

BOXELDER BOULEVARD  
(80' PUBLIC RIGHT-OF-WAY)

BOXELDER BOULEVARD  
(50' PUBLIC RIGHT-OF-WAY)

ALDER AVENUE  
(50' PUBLIC RIGHT-OF-WAY)

FRANK REEDER ROAD  
(66' PUBLIC RIGHT-OF-WAY)

AT&T EASEMENT LINE TABLE

LINE #	BEARING	DISTANCE
L-65	S04 25'23"W	10.00'
L-66	S87 09'59"E	10.00'
L-67	S87 09'59"E	10.00'
L-68	S04 25'23"W	10.00'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-1	25.00'	90 00'00"	39.27'	35.36'	S42 09'59"E
C-2	500.00'	09 15'00"	80.72'	80.63'	S07 27'31"W
C-3	500.00'	06 52'57"	60.06'	60.03'	S15 31'29"W
C-4	500.00'	04 33'07"	39.72'	39.71'	N16 41'24"E
C-5	500.00'	07 36'31"	66.40'	66.35'	N10 36'35"E
C-6	550.00'	02 22'53"	22.86'	22.86'	N05 36'53"E
C-7	25.00'	89 59'57"	39.27'	35.36'	S49 25'25"W
C-8	75.00'	26 15'42"	34.38'	34.08'	N81 17'33"E
C-9	75.00'	34 49'39"	45.59'	44.89'	N50 44'52"E
C-10	75.00'	27 40'13"	36.22'	35.87'	N19 28'53"E
C-20	25.00'	88 45'40"	38.73'	34.97'	N50 02'33"E
C-21	25.00'	90 00'03"	39.27'	35.36'	S40 34'35"E
C-35	75.00'	18 24'55"	24.11'	24.00'	S04 47'04"E
C-36	75.00'	45 15'57"	59.25'	57.72'	S36 37'31"E
C-37	75.00'	25 33'41"	33.46'	33.18'	S72 02'20"E
C-38	35.00'	106 32'46"	65.09'	56.10'	N31 32'47"W
C-39	580.00'	09 52'43"	41.36'	41.35'	S19 41'02"W
C-40	580.00'	07 55'51"	80.28'	80.22'	S13 40'33"W

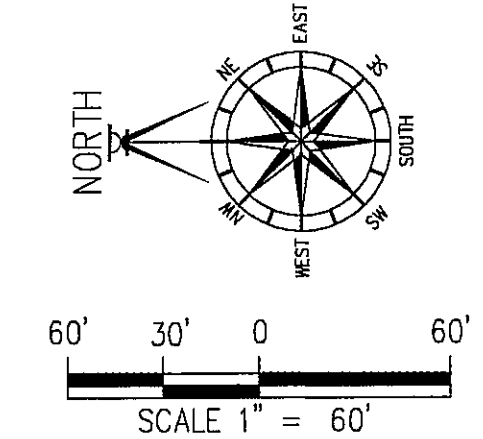
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-41	580.00'	06 52'36"	69.61'	69.57'	S06 16'19"W
C-42	25.00'	90 00'00"	39.27'	35.36'	N47 50'01"E
C-43	25.00'	89 14'34"	38.94'	35.12'	S40 11'53"E
C-44	25.00'	76 50'45"	33.53'	31.07'	N56 45'27"E
C-45	300.00'	08 18'30"	43.50'	43.46'	N14 10'50"E
C-46	300.00'	03 13'16"	16.87'	16.86'	N08 24'57"E
C-47	500.00'	02 22'53"	20.78'	20.78'	N05 36'53"E
C-48	25.00'	90 00'03"	39.27'	35.36'	N40 34'35"W
C-49	25.00'	88 59'57"	39.27'	35.36'	S49 25'25"W
C-50	75.00'	180 00'00"	23.56'	15.00'	S87 09'59"E
C-51	547.50'	02 42'15"	25.84'	25.84'	S04 11'09"W
C-52	75.00'	180 00'00"	23.56'	15.00'	N84 27'44"W
C-53	532.50'	02 42'15"	25.13'	25.13'	S04 11'09"W
C-54	75.00'	180 00'00"	23.56'	15.00'	S80 00'20"E
C-55	547.50'	08 20'24"	79.69'	79.69'	S14 09'52"W
C-56	75.00'	180 00'00"	23.56'	15.00'	N71 39'56"W
C-57	532.50'	08 20'24"	77.51'	77.44'	S14 09'52"W
C-58	540.00'	02 51'55"	27.00'	27.00'	S07 45'58"W

CENTERLINE CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
CL-1	540.00'	15 30'03"	145.09'	145.65'	S10 35'03"W
CL-2	460.00'	11 31'45"	92.56'	92.41'	N12 34'12"E
CL-3	460.00'	03 34'39"	28.72'	28.72'	N16 32'45"E
CL-4	460.00'	07 57'06"	63.84'	63.79'	N10 46'52"E
CL-5	525.00'	02 22'53"	21.82'	21.82'	N05 36'53"E
CL-6	50.00'	88 43'35"	77.43'	69.92'	N50 03'36"E
CL-7	175.00'	06 04'53"	18.57'	18.57'	S08 44'15"W
CL-8	50.00'	89 14'37"	77.88'	70.24'	S40 11'52"E
CL-9	35.00'	89 58'57"	54.98'	49.50'	S49 25'25"W
CL-10	50.00'	82 08'40"	71.66'	65.68'	N53 22'03"E

- LEGEND
- FOUND 1/2" CAPPED IRON ROD L.B. #6993
  - FOUND PLAIN IRON ROD
  - FOUND 1/2" CAPPED IRON ROD L.B. #7919
  - SET 1/2" ALLOY CAPPED IRON ROD L.B. #7919
  - FOUND 3/4" CONCRETE MONUMENT L.B. #7107
  - DEPARTMENT OF TRANSPORTATION
  - RIGHT-OF-WAY
  - LICENSED BUSINESS
  - PROFESSIONAL SURVEYOR AND MAPPER
  - AT&T — AMERICAN TELEPHONE & TELEGRAPH
  - Q.R. — OFFICIAL RECORDS
  - R — RADIAL
  - R.R. — NON-RADIAL
  - P.T. — POINT OF TANGENCY
  - P.I. — POINT OF INTERSECTION
  - R.P. — RADIUS POINT
  - P.R.C. — POINT OF REVERSE CURVATURE





APPROVED

1-14-15

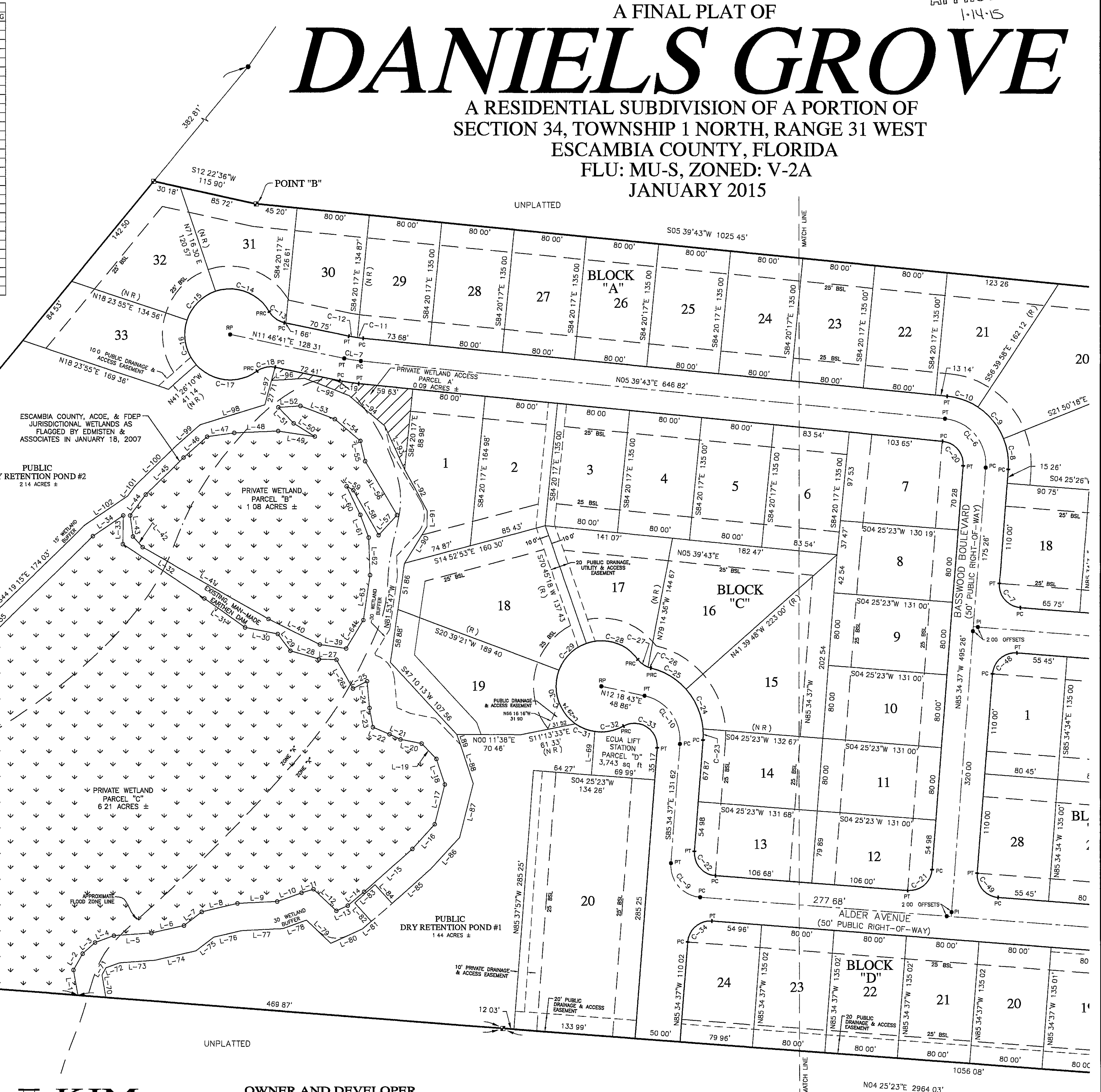
# DANIELS GROVE

A FINAL PLAT OF  
A RESIDENTIAL SUBDIVISION OF A PORTION OF  
SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST  
ESCAMBIA COUNTY, FLORIDA  
FLU: MU-S, ZONED: V-2A  
JANUARY 2015

WETLAND LINE TABLE		
LINE	BEARING	LENGTH
L-1	N80 01'43"E	28 08'
L-2	S60 20'23"E	20 49'
L-3	S41 25'58"E	18 34'
L-4	S20 08'58"E	22 10'
L-5	S03 53'11"E	41 47'
L-6	S12 51'07"E	37 17'
L-7	S37 18'06"E	24 70'
L-8	S13 23'23"E	40 40'
L-9	S02 40'02"E	43 91'
L-10	S19 45'13"E	28 57'
L-11	S17 04 45"E	13 75'
L-12	S43 43 07"E	34 48'
L-13	S24 29 44"E	13 88'
L-14	S40 01 22"E	23 74'
L-15	S41 46 16"E	71 02'
L-16	S47 40 56"E	36 87'
L-17	S75 43 26"E	45 07'
L-18	N71 52 15"E	29 55'
L-19	N45 55 34"E	23 33'
L-20	N11 11 35"E	23 96'
L-21	N24 41 17"E	13 09'
L-22	N22 45 56"E	19 85'
L-23	N80 17 53"E	21 43'
L-24	N84 46 37"E	29 31'
L-25	N26 51 30"W	17 72'
L-26	N60 20 36"E	36 26'
L-27	N02 09 19"E	19 35'
L-28	N16 16 42"E	32 72'
L-29	N52 45 21"E	23 15'
L-30	N11 27 15"E	36 68'
L-31	N35 23 46"E	55 11'
L-32	N33 40 29"E	108 39'
L-33	S89 02 24"E	31 29'
L-34	N33 53 39"W	40 32'
L-35	N44 19 15"W	280 32'
L-36	N37 01 54"W	111 16'
L-37	N16 51 56"W	157 59'
L-38	N03 56 49"E	85 73'
L-39	N08 37 04"E	29 25'
L-40	N26 21 06"E	63 04'
L-41	N29 40 34"E	160 13'
L-42	N47 46 53"E	15 99'
L-43	N82 44 40"E	23 15'
L-44	S53 04 38"E	28 59'
L-45	S44 06 44"E	58 46'
L-46	S41 20 10"E	34 58'
L-47	S08 13 35"E	30 26'
L-48	S02 23 54"E	48 41'
L-49	S08 51 24"W	40 87'
L-50	N32 01 02"E	27 49'
L-51	N46 02 41"E	24 44'
L-52	S03 40 36"E	24 51'
L-53	S21 13 10"W	40 52'
L-54	S40 20 12"W	36 87'
L-55	S76 47 16"W	22 84'
L-56	S59 12 08"W	68 72'
L-57	N47 14 43"W	30 02'
L-58	N60 42 53"E	56 55'
L-59	N29 08 04"E	8 53'
L-60	S63 58 29"W	34 64'
L-61	S70 09 15"W	26 50'
L-62	S87 48 53"W	41 40'
L-63	N81 45 01"W	50 24'
L-64	N58 33 30"W	36 77'

LINE TABLE		
LINE #	BEARING	DISTANCE
L-69	N85 34 37"W	47 74'
L-70	S80 01 43"W	24 97'
L-71	N60 20 23"W	9 02'
L-72	N20 08 59"W	16 05'
L-73	N03 53 11"W	39 54'
L-74	N12 51 07"W	46 03'
L-75	N37 18 06"W	24 84'
L-76	N13 23 23"W	31 23'
L-77	N02 40 02"W	45 60'
L-78	N19 45 13"W	27 94'
L-79	N43 43 07"E	36 96'
L-80	N24 29 44"W	38 29'
L-81	N40 01 22"W	12 95'
L-82	S48 13 44"W	27 31'
L-83	N41 46 16"W	30 00'
L-84	N48 13 44"E	27 78'
L-85	N41 46 16"W	58 36'
L-86	N47 40 56"W	45 91'
L-87	N75 43 26"W	61 27'
L-88	S71 52 15"W	45 18'
L-89	S69 53 19"W	11 57'
L-90	N58 35 21"W	47 36'
L-91	N88 59 40"W	16 84'
L-92	S81 24 57"W	51 69'
L-93	N65 20 14"E	52 47'
L-94	N40 20 12"E	51 80'
L-95	N21 13 10"E	52 19'
L-96	N03 40 36"W	36 63'
L-97	N74 36 23"W	42 95'
L-98	S17 19 22"E	75 04'
L-99	S41 20 10"E	37 56'
L-100	S44 06 44"E	60 00'
L-101	S53 04 38"E	14 35'
L-102	S33 53 39"E	57 68'

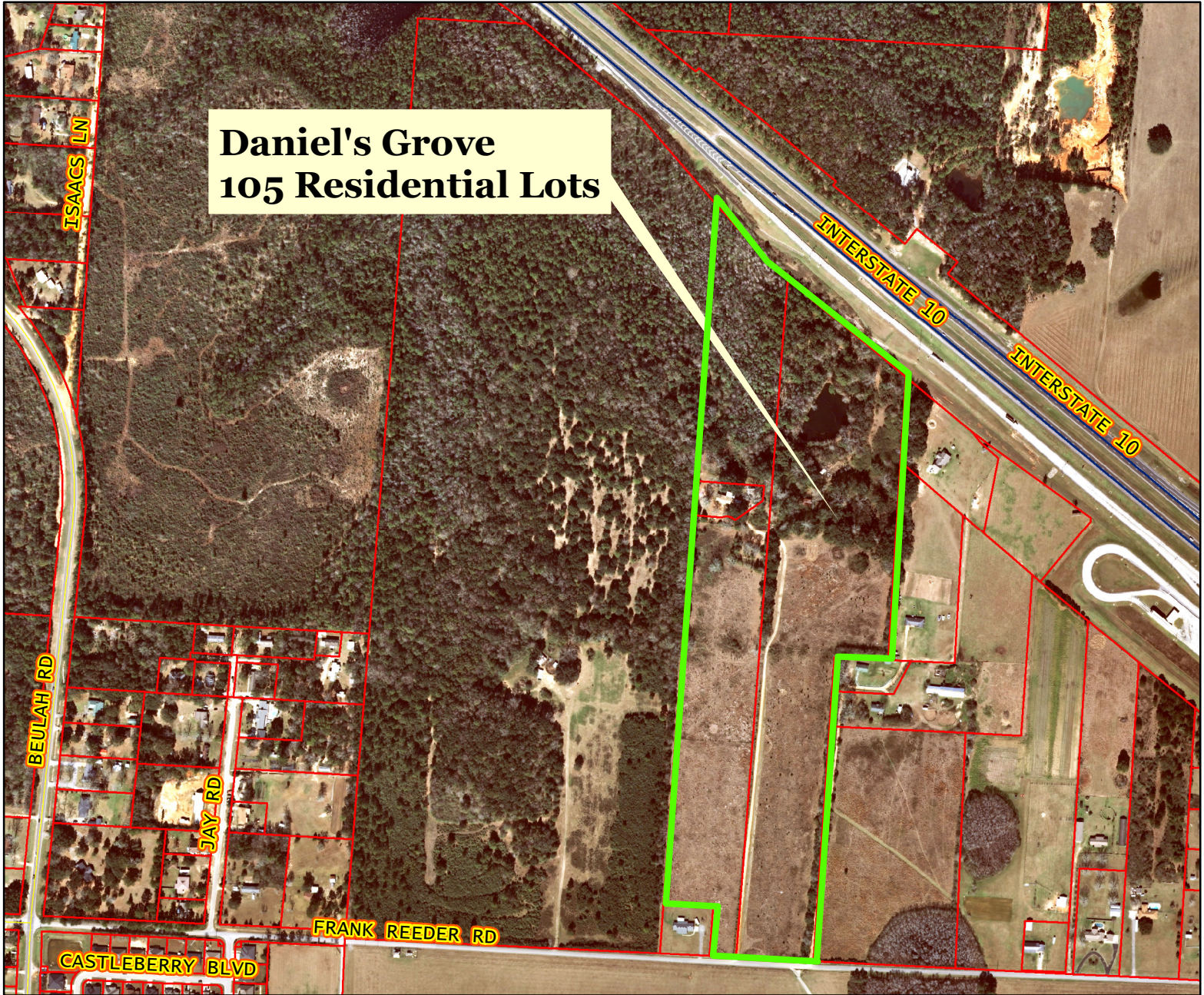
CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C-7	25 00'	89 58 57"	39 27'	35 36'
C-8	75 00'	26 18 42"	34 38'	34 08'
C-9	75 00'	34 49 39"	45 59'	44 89'
C-10	75 00'	27 40 19"	36 22'	35 87'
C-11	150 00'	02 25 00"	6 33'	6 33'
C-12	150 00'	03 41 58"	9 69'	9 68'
C-13	25 00'	48 11 23"	21 03'	20 41'
C-14	50 00'	78 40 29"	68 66'	63 39'
C-15	50 00'	52 52 35"	46 14'	44 52'
C-16	50 00'	59 50 05"	52 22'	49 88'
C-17	50 00'	84 58 32"	74 16'	67 54'
C-18	25 00'	48 11 23"	21 03'	20 41'
C-19	200 00'	06 06 58"	21 35'	21 34'
C-20	25 00'	88 45 40"	38 73'	34 97'
C-21	25 00'	90 00 03"	39 27'	35 36'
C-22	25 00'	90 00 00"	39 27'	35 36'
C-23	75 00'	9 18 30"	12 18'	12 17'
C-24	75 00'	36 46 41"	48 14'	47 32'
C-25	75 00'	35 02 44"	45 87'	45 16'
C-26	25 00'	07 38 13"	3 34'	3 34'
C-27	25 00'	32 52 55"	14 35'	14 15'
C-28	50 00'	73 04 17"	63 77'	59 53'
C-29	50 00'	50 05 57"	43 72'	42 34'
C-30	50 00'	75 47 36"	68 14'	61 42'
C-31	50 00'	26 27 46"	23 09'	22 89'
C-32	50 00'	37 36 09"	32 81'	32 23'
C-33	25 00'	123 37 33"	53 94'	44 07'
C-34	25 00'	90 00 00"	39 27'	35 36'
C-48	25 00'	90 00 03"	39 27'	35 36'
C-49	25 00'	89 58 57"	39 27'	35 36'



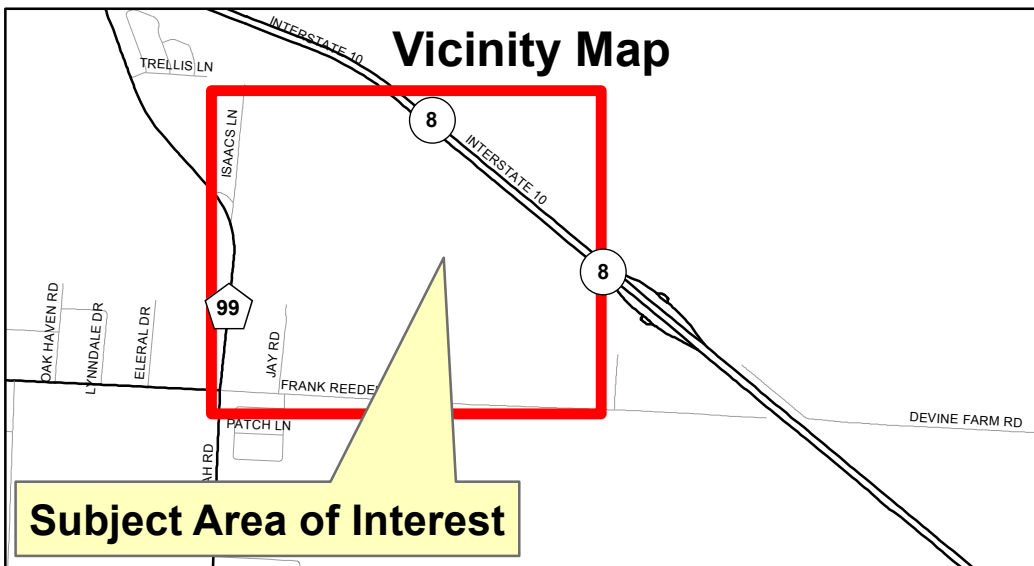


# Final Plat Daniel's Grove

**Daniel's Grove  
105 Residential Lots**



## Vicinity Map







Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief  
Public Safety Department

December 30, 2014

**Street Letter Approval**

The following names have been submitted for approval:

**Boxelder Boulevard  
Alder Avenue  
Basswood Boulevard**

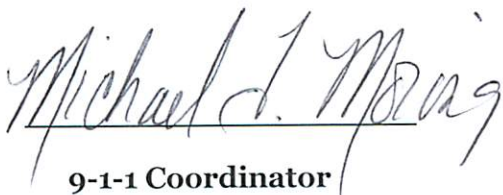
The streets are located in:

**Daniel's Grove**

The name was requested by:

**David Fitzpatrick, P.E.**

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

  
**9-1-1 Coordinator**

6575 North W Street • Pensacola, Florida 32505-1714  
Telephone (850) 471-6400 • Fax (850) 471-6455  
[www.myescambia.com](http://www.myescambia.com)

The logo for "my escambia" features the word "my" in a stylized, lowercase, blue font, followed by "escambia" in a larger, lowercase, blue font. A blue wavy line underlines the text.



**Prepared by:**

David W. Fitzpatrick, P.E., P.A.

10250 North Palafox Street

Pensacola, Florida 32534

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

This Two-Year Warranty Agreement (Agreement) is entered by and between B & C Development, LLC, a limited liability company organized under the laws of the State of Florida whose address is PO Box 6, Cantonment Florida 32533 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

**WITNESSETH:**

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

See Exhibit A (Legal Description) for **Daniels Grove Subdivision**

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

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

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

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

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

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

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

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

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

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

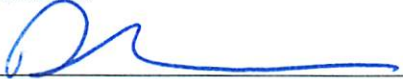
6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

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


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

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

WITNESS:

  
David Fitzpatrick  
(printed name)


WITNESS:

  
Anthony Burkett  
(printed name)

DEVELOPER/OWNER:

B & C Development, LLC

(name of limited liability company)

By:   
(signature)

Charles Heaton

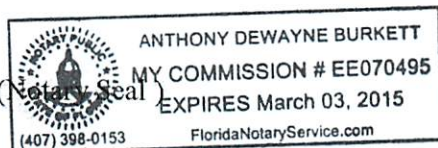
(printed name)

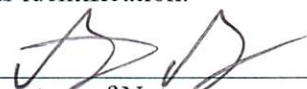
MGRM

(select one title: manager/member/managing member)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of January, 20015 by Charles Heaton as MGRM (select one title: Manager/Member/Managing Member) of B & C Development LLC (name of limited liability company). He/She (☒) is personally known to me, or (☐) has produced as identification.



  
Signature of Notary

Anthony Burkett  
Name of Notary (printed)

Escambia County, through its Board of County  
Commissioners

By: \_\_\_\_\_, Chairman

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
Deputy Clerk

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

This document approved as to form  
and legal sufficiency.

By: *[Signature]*  
Title: Asst County Attorney  
Date: Jan 9 2015

**Exhibit A**  
**Legal Description of Development**

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

Prepared by: **KJM Land Planning, LLC**  
**2828 Venetian Court**  
**Gulf Breeze, Florida**  
**32563**

**DESCRIPTION:**

COMMENCE AT SOUTHEAST CORNER SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;  
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 2062.73 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUE NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 405.43 FEET;  
THENCE DEPARTING SAID SOUTH LINE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 208.71 FEET;  
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST A DISTANCE OF 208.71 FEET;  
THENCE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 2964.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF INTERSTATE 10 (R/W VARIES);  
THENCE GO SOUTH 41 DEGREES 07 MINUTES 36 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 323.13 FEET;  
THENCE GO SOUTH 50 DEGREES 22 MINUTES 37 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 816.77 FEET;  
THENCE DEPARTING SAID RIGHT-OF-WAY GO SOUTH 12 DEGREES 22 MINUTES 36 SECONDS WEST A DISTANCE OF 115.90 FEET;  
THENCE GO SOUTH 05 DEGREES 39 MINUTES 43 SECONDS WEST A DISTANCE OF 1025.45 FEET;  
THENCE GO NORTH 88 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 191.68 FEET;  
THENCE GO SOUTH 06 DEGREES 48 MINUTES 19 SECONDS WEST A DISTANCE OF 1311.06 FEET TO THE POINT OF BEGINNING.  
ALL LYING AND BEING IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST AND CONTAINING 48.10 ACRES MORE OR LESS.

Prepared by:  
**David W. Fitzpatrick, P.E., P.A.**

**10250 N Palafox Street**  
**Pensacola, Florida 32534**

**AVIGATION EASEMENT**  
**(Limited Liability Company)**

THIS GRANT OF AN AVIGATION EASEMENT made this 7 day of January, 20 15, by and between B & C Development, LLC, a limited liability company organized under the laws of the State of Florida, whose mailing address is PO Box 6, Cantonment, Florida 32533 ("Grantor," which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 223 Palafox Place, Pensacola, Florida 32502 ("Grantee").

**WITNESSETH**

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from Grantor of an Avigation Easement; and

WHEREAS Grantor has agreed to grant an Avigation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this instrument;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is acknowledged, does grant to Grantee and Grantee's heirs, assigns, successors, and legal representatives, a perpetual Avigation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This Avigation Easement is granted with the following express terms and conditions:

1. Grantor grants, bargains, sells, and conveys to Grantee, its successors and assigns, for the use and benefit of Grantee and any civilian or military airfields that may be located in Escambia County and any operators, owners, or users of civilian or military Aircraft that may operate in the airspace in and above Escambia County, a perpetual Avigation Easement for the free and unobstructed flight of Aircraft ("Aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used, or designed for flight in and through the air)

right to create or cause in the airspace such noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, and for the use of the airspace by Aircraft for launching from, maneuvering about, and landing at local civilian or military airfields.

2. Nothing in this instrument shall operate to preclude claims by Grantor, his heirs, assigns, successors, and legal representatives, for any physical injuries or damages caused by Aircraft crashing into or otherwise coming into direct physical contact with the Property or persons located thereon.

3. Grantor, for himself, his heirs, assigns, successors, and legal representatives, expressly releases and forever discharges Grantee, its elected or appointed officials, representatives, agents, employees, and any operators, owners, or users of civilian or military Aircraft or airfields, from any and all liability whatsoever, including any and all suits, claims, debts, obligations, costs, expenses, actions, or demands, vested or contingent, known or unknown, whether for injuries to persons or damages to property, which Grantor may own, hold, or assert by reason of noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Additionally, Grantor, for himself, his heirs, assigns, successors, and legal representatives, waives any and all right to sue Grantee, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, and agrees to dismiss any and all such suits that may be now or subsequently asserted against Grantee, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, for injuries to persons or damage to property arising from noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Grantor acknowledges that the above-stated consideration is all that Grantor will receive for this easement and no promise for any other or further consideration has been made by anyone. Grantor further acknowledges that Grantor is executing this instrument solely in reliance upon his own knowledge, belief, and judgment and not upon any representations made by any party released or others in their behalf.

4. Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any local, state, or federal law or regulation regarding the operation of Aircraft or airfields.

5. Grantor shall not use or permit the use of the Property in such a manner as to create electrical, electronic, or other interference with radio, radar, microwave, or other similar means of Aircraft communications, or to make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other condition that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

6. In the event of any violation of the rights and restrictions contained in this instrument, Grantee shall have the right, at its sole option after giving five (5) days prior notice to Grantor, to

use any and all means to remedy the violation. Additionally, Grantee shall have a perpetual easement for ingress to and egress from the Property for the purpose of inspecting or removing any instrumentality that may be causing or contributing to a violation of the rights and restrictions conveyed by this instrument.

7. Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property. Grantor further acknowledge that Aircraft noise may change over time by virtue of greater numbers of Aircraft, louder Aircraft, variations in airfield operations, and changes in airfield and air traffic control procedures.

8. This Avigation Easement and all of the terms and conditions described in this instrument shall run with the land in perpetuity and shall be binding upon Grantor and his heirs, assigns, successors and legal representatives.

9. In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

10. In the event that any civilian or military airfield adjacent to the Property ceases to operate, or if such other circumstances subsequently arise that would obviate the purpose underlying this instrument, then Grantor, his heirs, assigns, successors, and legal representatives, may petition the Board of County Commissioners of Escambia County to terminate this Avigation Easement. If the Board of County Commissioners approves the termination of this Avigation Easement, then it shall promptly execute and record in the public records an appropriate document reflecting the termination.

11. Grantor, for himself and his heirs, assigns, successors, and legal representatives, covenants with Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right and full power to grant, bargain, sell and convey this Avigation Easement over the Property.

IN WITNESS WHEREOF Grantor has executed this instrument on the date first above written.

THE REMAINDER OF THIS PAGE IS BLANK.



**GRANTOR:**

B & C Development LLC

(name of corporation)

Witness

David Fitzpatrick

Witness

Anthony Burkett

By:

(signature)

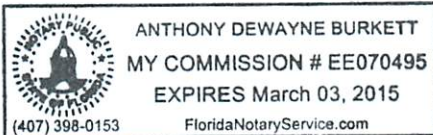
Charles Heaton, MGRM

(printed name/title)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of January, 20015, by Charles Heaton as MGRM (title) of B & C Development LLC (name of corporation). He/She (☒) is personally known to me, or (☐) produced current \_\_\_\_\_ as identification.



(Notary Seal)

Signature of Notary Public

Anthony Burkett

Printed Name of Notary Public

ACCEPTANCE

This Avigation Easement accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, **2015**, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

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

Title: \_\_\_\_\_

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

OR

\*\*\*\*\*

This Avigation Easement utilizes the form provided by Escambia County in accordance with Section 3, Ordinance No. 2004-52. Therefore, acceptance is executed by the Bureau Chief of the Development Services Bureau on behalf of the County, without further action required by the Board.

Accepted on behalf of Escambia County, Florida on the 9 day of January, 2005 by

Id. Gons  
Development Services Bureau Chief

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_. He/She is ☐ personally known to me, ☐ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

**EXHIBIT A**

**DESCRIPTION:**

COMMENCE AT SOUTHEAST CORNER SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;  
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 2062.73 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUE NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 405.43 FEET;  
THENCE DEPARTING SAID SOUTH LINE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 208.71 FEET;  
THENCE GO NORTH 87 DEGREES 09 MINUTES 59 SECONDS WEST A DISTANCE OF 208.71 FEET;  
THENCE GO NORTH 04 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 2964.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF INTERSTATE 10 (R/W VARIES);  
THENCE GO SOUTH 41 DEGREES 07 MINUTES 36 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 323.13 FEET;  
THENCE GO SOUTH 50 DEGREES 22 MINUTES 37 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 816.77 FEET;  
THENCE DEPARTING SAID RIGHT-OF-WAY GO SOUTH 12 DEGREES 22 MINUTES 36 SECONDS WEST A DISTANCE OF 115.90 FEET;  
THENCE GO SOUTH 05 DEGREES 39 MINUTES 43 SECONDS WEST A DISTANCE OF 1025.45 FEET;  
THENCE GO NORTH 88 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 191.68 FEET;  
THENCE GO SOUTH 06 DEGREES 48 MINUTES 19 SECONDS WEST A DISTANCE OF 1311.06 FEET TO THE POINT OF BEGINNING.  
ALL LYING AND BEING IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST AND CONTAINING 48.10 ACRES MORE OR LESS.

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

# AI-7556

## Growth Management Report 11. 3.

# BCC Regular Meeting

## Action

**Meeting Date:** 01/22/2015

**Issue:** Rescheduling Public Hearings on the February 5, 2015 Growth Management Report

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

**Organization:** Development Services

**RECOMMENDATION:**

## Recommendation Concerning the Rescheduling of the February 5, 2015, Public Hearings

That the Board take the following action:

A. Reschedule the February 5, 2015 Public Hearings as follows:

1. The 5:45 p.m. Public Hearing rescheduled to 5:01 p.m. to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on January 6, 2015:

**a. Case No.:** **Z-2015-01**

Address: 13922 River Road

Property Reference 14-3S-32-1001-000-130

No.:

Property Size: 2.21 (+/-) acres

From: R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)

To: CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)

FLU Category: MU-PK, Mixed-Use Perdido Key

Commissioner 2

District

Requested by: William Dyess, Agent for Helen Scarbrough, Owner

**b. Case No.:** **Z-2015-02**

Address: 13900 River Road

Property Reference 14-3S-32-1001-000-129

No.:

Property Size: 1.72 (+/-) acres

From: R-2PK, Residential District (Perdido Key) medium density (4.5 du/acre)  
To: CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)  
FLU Category: MU-PK, Mixed-Use Perdido Key  
Commissioner District 2  
Requested by: Linda Dunson Banta, Owner

2. The 5:47 p.m. Public Hearing rescheduled to 5:02 p.m concerning the Navy Federal Credit Union Height Ordinance (First of Two Public Hearings); and

B. Ratify the advertisement of the rescheduled 5:01 p.m. and 5:02 p.m. Public Hearings; and

C. Drop the 5:46 p.m. Public Hearing concerning the LDC Revision.

**BACKGROUND:**

At the January 15, 2015, Committee of the Whole the Board discussed changing the time of the February 5, 2015 Board meeting.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

1/8/15 Consent Item

1/8/15 Consent Item Resume

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## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7358** **Growth Management Report** **12. 1.**  
**BCC Regular Meeting** **Consent**  
**Meeting Date:** 01/08/2015  
**Issue:** Schedule of Public Hearing  
**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. Thursday, January 22, 2015**

1. 5:45 p.m. - A Public Hearing - Comprehensive Plan Text Amendment - CPA-2014-02

#### **B. Thursday, February 5, 2015**

1. 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 January 6, 2015.

**a. Case No.:** **Z-2015-01**  
**Address:** 13922 River Road  
**Property Reference No.:** 14-3S-32-1001-000-130  
**Property Size:** 2.21 (+/-) acres  
**From:** R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)  
**To:** CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)  
**FLU Category:** MU-PK, Mixed-Use Perdido Key  
**Commissioner District:** 2

Requested by: William Dyess, Agent for Helen Scarbrough, Owner

**b. Case No.:** **Z-2015-02**

Address: 13900 River Road

Property Reference No.: 14-3S-32-1001-000-129

Property Size: 1.72 (+/-) acres

From: R-2PK, Residential District (Perdido Key) medium density (4.5 du/acre)

To: CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)

FLU Category: MU-PK, Mixed-Use Perdido Key

Commissioner District 2

Requested by: Linda Dunson Banta, Owner

2. 5:46 p.m. - A Public Hearing - LDC Revision

3. 5:47 p.m. - A Public Hearing - Navy Federal Credit Union Height Ordinance (First of Two Public Hearings)

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### **Attachments**

*No file(s) attached.*

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## RESUME OF THE REGULAR BCC MEETING – Continued

### GROWTH MANAGEMENT REPORT – Horace Jones, Interim Director, Development Services Department

#### I. ACTION ITEM

1. Recommendation: That the Board appoint one of the following nominees to the Escambia County Planning Board to an at-large position, effective January 8, 2015, through April 5, 2016, to fill the unexpired term of Karen Sindel:
  - A. Reid W. Rushing;
  - B. Robert V. Goodloe;
  - C. Bob Cordes; or
  - D. Bobby Price.

**Approved 3-0, with Commissioner May and Commissioner Robinson absent, to table to the February 5, 2015, BCC Meeting**

#### II. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearings:
  - A. Thursday, January 22, 2015 – 5:45 p.m. - Comprehensive Plan Text Amendment CPA-2014-02; and

(Continued on Page 7)



## RESUME OF THE REGULAR BCC MEETING – Continued

### GROWTH MANAGEMENT REPORT – Continued

#### II. CONSENT AGENDA

##### 1. Continued...

##### B. Thursday, February 5, 2015:

- (1) 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 January 6, 2015:

- |                            |  |
|----------------------------|--|
| (a) Case Number:           | Z-2015-01  |
| Address:                   | 13922 River Road   |
| Property Reference Number: | 14-3S-32-1001-000-130  |
| Property Size:             | 2.21 (+/-) acres   |
| From:                      | R-2PK, Residential District (Perdido Key), Medium Density (4.5 dwelling units per acre)      |
| To:                        | CGPK (Perdido Key), Commercial Gateway District, High Density (12.5 dwelling units per acre) |
| FLU Category:              | MU-PK, Mixed Use-Perdido Key   |
| Commissioner District:     | 2  |
| Requested by:              | William Dyess, Agent for Helen Scarbrough, Owner   |

(Continued on Page 8)

RESUME OF THE REGULAR BCC MEETING – Continued

GROWTH MANAGEMENT REPORT – Continued

II. CONSENT AGENDA

1. Continued...

B. Continued...

(1) Continued...

(b) Case Number:	Z-2015-02
Address:	13900 River Road
Property Reference Number:	14-3S-32-1001-000-129
Property Size:	1.72 (+/-) acres
From:	R-2PK, Residential District (Perdido Key), Medium Density (4.5 dwelling units per acre)
To:	CGPK, (Perdido Key), Commercial Gateway District, High Density (12.5 dwelling units per acre)
FLU Category:	MU-PK, Mixed-Use Perdido Key
Commissioner District:	2
Requested by:	Linda Dunson Banta, Owner

(2) 5:46 p.m. Public Hearing - LDC Revision; and

(3) 5:47 p.m. Public Hearing - Navy Federal Credit Union Height Ordinance (first of two Public Hearings).

**Approved 3-0, with Commissioner May and Commissioner Robinson absent**

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



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7449**                                      **County Administrator's Report**      **11. 1.**  
**BCC Regular Meeting**                      **Technical/Public Service Consent**  
**Meeting Date:**    01/22/2015  
**Issue:**                      Northwest Florida Big Bend Health Council  
**From:**                      Jack Brown, County Administrator  
**Organization:**    County Administrator's Office  
**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Northwest Florida Big Bend Health Council - Jack R. Brown, County Administrator

That the Board appoint Krystle E. Galace (purchaser) to the Northwest Florida Big Bend Health Council effective, January 22, 2015, through September 30, 2016, to replace Hong Dang who has retired, as requested by R. Michael Hill, Executive Director.

#### **BACKGROUND:**

In an email dated December 17, 2014, Mr. R. Michael Hill, Executive Director, Northwest Florida Big Bend Health Council, requested that the Board of County Commissioners appoint Krystle Galace to replace Hong Dang. Ms. Galace has expressed the desire to serve on the Council.

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

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

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resume

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## KRYSTLE E. GALACE, MA

6441 Memphis Avenue  
Pensacola, FL 32526

Cell: (850) 377-6964  
Email: Krystle.Galace@gmail.com

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### SUMMARY

Detail-oriented and results-driven with a passion to improve the community and commitment to the mission of Baptist Health Care. Proactive team member and tactical planner with broad background encompass a strong work ethic and dedication to customer-centered culture of excellence and advancement of organizational objectives. Big picture vision coupled with attention to detail provides for creative solutions to organizational issues. Recognized high performer with demonstrated analytical and technical aptitude and the ability to balance multiple projects and demanding deadlines in a fast-paced environment.

### PROFESSIONAL EXPERIENCE

#### Baptist Health Care – Corporate Administration: Strategic Planning And Business Development

*Senior Planning Analyst*

02/2013 – Current

*Planning Analyst*

02/2010 – 02/2013

*Planning & Grants Specialist*

02/2008 – 02/2010

- Provides direct support to the *Corporate Director of Strategic Planning* in the development of 50+ market assessments used in strategic and operational planning. Ongoing development and improvement of internal reporting capabilities.
- Supports the strategic performance management goal setting and reporting process. System administrator to organizational strategic plan program.
- Manages regulatory activities including the Agency for Health Care Administration's bi-annual Facility and Clinical Laboratory Licensure renewals and *Certificate of Need* annual reporting.
- Provides support Baptist Hospital's participation in HRSA's 340b Drug Pricing Program. Maintains up-to-date knowledge of federal regulations to ensure program integrity and protection of \$7M in annual savings.
- Assists with initiatives related to community health with active membership of the Partnership for a Healthy Community's Operations Council. Oversees the Community Health Needs Assessment process including data collection, analysis, selection of health priorities, and public roll out. Planned and promoted Partnership events including Community Health Summits 2013 and 2014 and multiple community forums resulting in 500+ attendees. Developed and launched the *Live Well Northwest Florida* initiative and the *Roadmap to Wellness* document for improving community health in Escambia and Santa Rosa County.
- Served as a clearinghouse for organizational grants. Grant submissions resulting in over \$400K in funding to the organization.

#### Baptist Leadership Group – Performance Improvement and Research

*Analyst*

08/2007 – 02/2008

- Developed and implemented monitoring tools to evaluate monthly client performance.
- Managed in-house online and paper-based survey process, including the development, launch, evaluation, and analysis and reporting of results.

#### Baptist Health Care – Patient Access

*Senior Registration Coordinator/Trainer*

04/2006 – 08/2007

*Registration Representative*

12/2002 – 04/2006

- Designed and implemented a training program for new team members. Provided direct training to 50+ Patient Access Team Members across the system.
- Developed and oversaw the "Cycle" patient registration process to provide seamless month-to-month account management for returning Radiation Therapy and Infusion patients.
- Redesigned quality improvement process to uncover and address erroneous practices.

**Pensacola Junior College – Grants Office****Intern****05/2006 – 08/2006**

- Conducted evaluation of the *Council of Resource Development Regional Conference* including data collection, analysis, and written summary.
- Coordinated the collection of required grant materials from internal sources and external partners for final submission. Participated in the grants submission process resulting in \$815,272 of funding.

**University of West Florida****Health Communications Course Project – “Safety Splash” Event Coordinator****2004**

- In partnership with the American Red Cross Northwest Florida Chapter, developed, promoted, and hosted “Safety Splash” event on the University of West Florida Campus to promote general water safety and services and education provided the American Red Cross.
- Over 100+ students, faculty, community members, and media attended.
- Success of event resulted in the receiving *Distinguished Volunteer Leadership Award* from the American Red Cross.

**BAPTIST HEALTH CARE INVOLVEMENT**

Baptist Hospital Physician Engagement Team (Culture Team)	2013 – Current
Baptist Hospital Team Member Engagement Team (Culture Team)	2013 – Current
Baptist Hospital Incident Command Structure – Documentation Unit Leader/Planning Chief	2012 – Current
C.A. Weis Elementary School – Department Oversight of Class Sponsorship	2008 – Current
Baptist Health Care Life Long Learning Advisory Committee	2013
Baptist Health Care Cultural Advisory Group – Member	2011 – 2012
Baptist Hospital Measurement Team (Culture Team) – Member and Team Leader	2008 – 2011
Baptist Health Care Cultural Alignment Committee	2009 – 2011

**RECOGNITION**

Baptist Hospital	<i>Employee of the Month</i>	2014
Baptist Health Care Foundation	<i>Honor Roll</i>	2010
American Red Cross	<i>Distinguished Volunteer Leadership Award</i>	2004

**COMMUNITY INVOLVEMENT**

Northwest Florida Health Council	<i>Board Member</i>	2011 – Current
Partnership for a Healthy Community	<i>Operations Council Member</i>	2008 – Current
Pensacola Catholic Young Adult Ministry	<i>Director</i>	2008 – Current
Catholic Young Adult Ministry (Pensacola-Tallahassee Diocese)	<i>Team Lead</i>	2008 – Current
Alfred Washburn Homeless Center	<i>Lead Volunteer</i>	2006, 2010 – Current
Junior Achievement	<i>Volunteer</i>	2009 – 2013
United Way Escambia County	<i>Loan Executive / Funds Distribution Committee</i>	2010

**EDUCATION**

<b>Masters of Arts, University of West Florida, Pensacola, FL</b>	<b>2008</b>
Concentration: Health Care Leadership	
Certification: Ethics in Health Care	
 <b>Bachelor of Arts, University of West Florida, Pensacola, FL</b>	 <b>2006</b>
Major: Communication Arts specializing in Public Relations	
Minor: Legal Studies	



## **BOARD OF COUNTY COMMISSIONERS**

**Escambia County, Florida**

**AI-7472**

**County Administrator's Report 11. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/22/2015

**Issue:** Amendment to Agreement for Insurance Agent Services (PD 10-11.064)

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning an Amendment to Agreement for Insurance Agent Services - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the Chairman to sign the Amendment to Agreement for Insurance Agent Services (PD 10-11.064) between Whitman & Whitman, Inc. (Agent), and Escambia County, to revise the original Agreement entered into on September 15, 2011, to correct the Agent's federal identification number.

### **BACKGROUND:**

On September 15, 2011, the County entered into an Agreement for Insurance Agent Services (PD 10-11.064) with Whitman & Whitman, Inc. The Parties have agreed to revise the Agreement to correct the Agent's Federal Identification Number.

The contract went into effect on 9/15/11. The initial award period ended 10/1/14; however, there is an option in the contract that allows for 2 twelve month extensions. The contract extension letter was signed on 8/5/14, which extends the contract an additional twelve months.

### **BUDGETARY IMPACT:**

N/A

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

The County Attorney's Office has approved this Amendment.



**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Approval of this Amendment is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Amendment to Agreement for Insurance Agent Services (PD 10-11.064)

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**AMENDMENT TO AGREEMENT FOR  
INSURANCE AGENT SERVICES (PD10-11.064)**

**THIS AMENDMENT** is made this \_\_\_\_ day of January, 2015 by and between Whitman & Whitman, Inc., a for-profit corporation authorized to do business in the State of Florida (hereinafter referred to as "Agent"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

**WITNESSETH:**

**WHEREAS**, on September 15, 2011, the County entered into an agreement for insurance agent services (PD 10-11.064) with Whitman & Whitman, Inc.; and

**WHEREAS**, the Parties have agreed to revise the Agreement to correct the Agent's federal identification number; and

**WHEREAS**, as a result of said revision, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and Agent agree to amend the Agreement entered into on September 15, 2011, as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That the Agreement is amended to reflect that Agent's federal identification number is 59-2044564.
3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the Parties.
5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first written above.

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

\_\_\_\_\_  
Steven Barry, Chairman

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

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

Approved as to form and legal  
sufficiency

By/Title: [Signature]  
Date: 12/23/14

**AGENT:  
WHITMAN & WHITMAN, INC.**

By: \_\_\_\_\_  
Linda Whitman, President

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

**ATTEST:**

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

(SEAL)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7440**

**County Administrator's Report 11. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/22/2015

**Issue:** Schedule a Public Hearing Concerning Vacating a Portion of Pine Road in Treasure Hill Park Subdivision

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

**Organization:** Public Works

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Pine Road in Treasure Hill Park Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for February 19, 2015, at 5:31 p.m., to consider the Petition to Vacate a portion of Pine Road (50 feet x 490 feet) in Treasure Hill Park Subdivision, as petitioned by Rebecca M. Domeier.

### **BACKGROUND:**

Petitioner owns property abutting a portion of the south right-of-way line of Pine Road (50' R/W), as shown on the plat of Treasure Hill Park Subdivision, recorded in Plat Deed Book 102 at Page 286 of the public records of Escambia County.

Pine Road is an unimproved right-of-way, with considerable overgrowth consisting of pine trees and bushes. The portion of Pine Road requested to be vacated extends east to west from Cambria Drive to Avon Road (approximately 490'). The property abutting the north right-of-way line of this portion of Pine Road is a County park. Staff discussed this request with the County Parks Department and the Director was in favor of that portion of Pine Road being vacated, since the entrance to the park is from the north side off Beckstrom Road and the Pine Road right-of-way area is being utilized for some dumping and other activities not conducive to a park facility. Petitioner is requesting that the Board vacate any interest the County has in this portion of Pine Road (50' x 490') as shown on the plat of said Treasure Hill Park Subdivision.

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

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions thereof to Renounce and Disclaim Any Right of the County and the Public in and to Said Lands Policy used for closing, vacating and abandoning County owned property - Section III and Florida Statutes, Chapter 336.

**IMPLEMENTATION/COORDINATION:**

Once the Public Hearing has been scheduled, the Petitioner or the Petitioner's agent will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

It is the responsibility of the Petitioner or Petitioner's agent to advertise the Notice of Public Hearing.

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**Attachments**

Petition

Plat Deed Book 102, Page 286

Aerial Map

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

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

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

All that portion of Pine Road (50' x 490' = 24,500 square feet) as shown on the plat of Treasure Hill Park Subdivision recorded in Plat Deed Book 102 at Page 286 of the public records of Escambia County, Florida, lying south of the Treasure Hill Park parcel (a County park) and being bordered on the east by the west right-of-way line of Cambria Drive and on the west by the east right-of-way line of Avon Road. Being a part of Section 12, Township, 3 South, Range 32 West, Escambia County, Florida.

2. That the Petitioner, Rebecca M. Domeier desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 12, Township 3 South, Range 32 West and recorded in Plat Deed Book 102 at Page 286 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

Petitioner's Name: Rebecca M. Domeier

Street Address: 5492 Avon Road  
Pensacola, Florida 32507

Phone Number: (616)566-9866

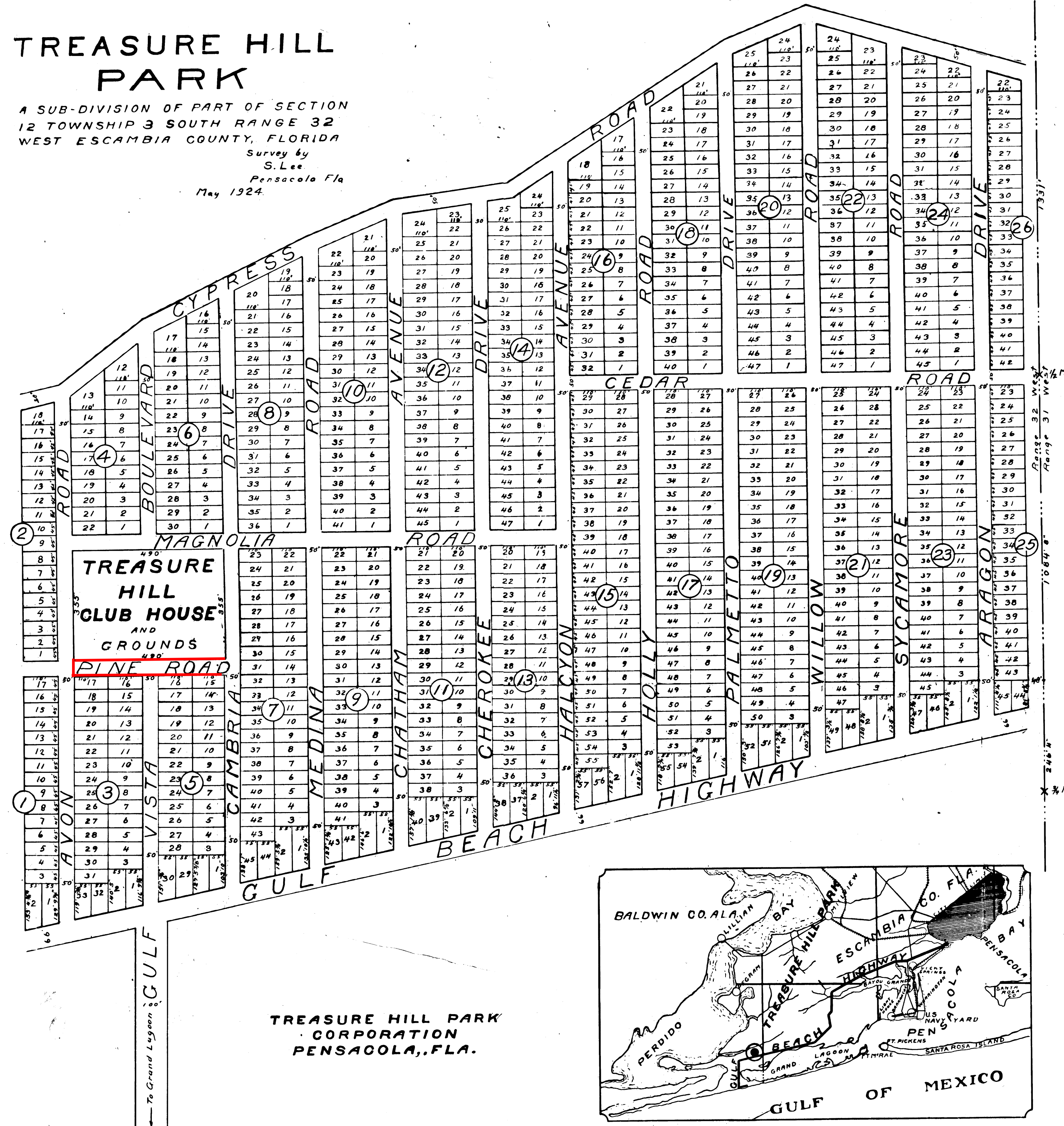
Date: October 24, 2014



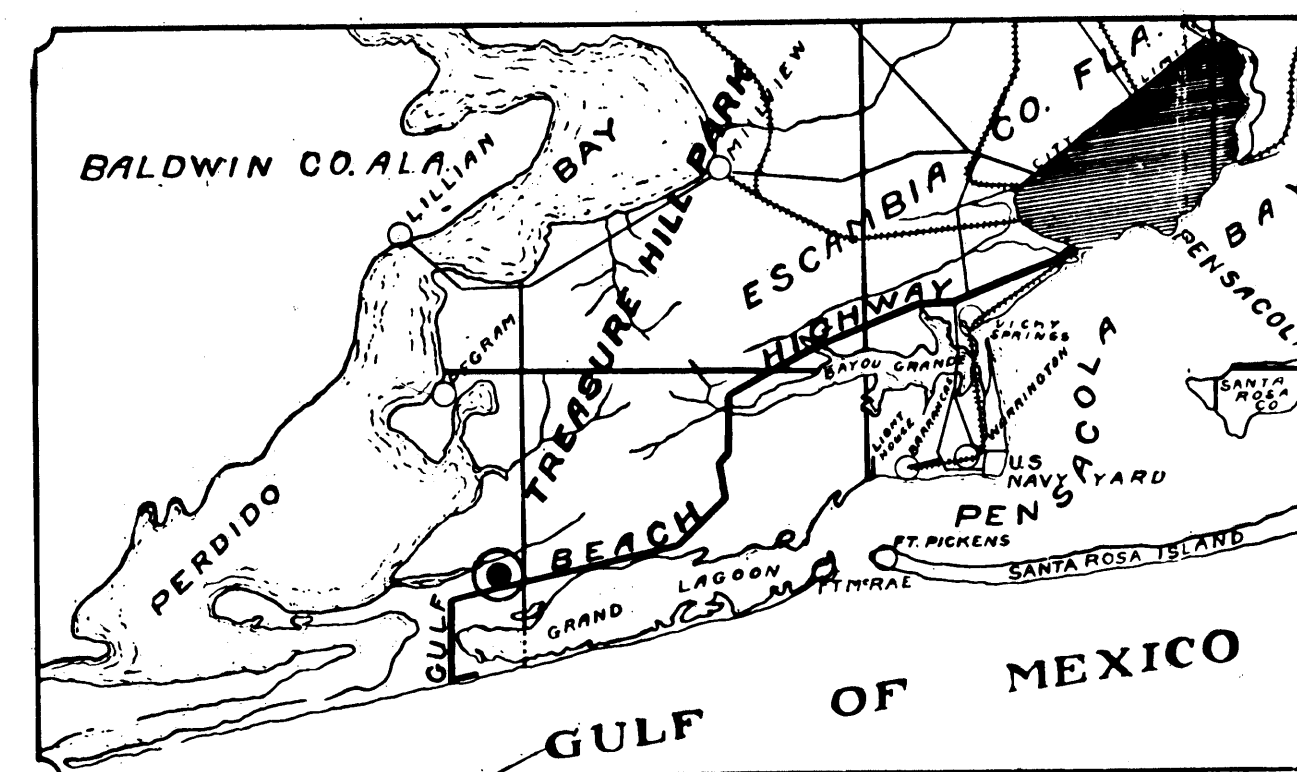
# TREASURE HILL PARK

A SUB-DIVISION OF PART OF SECTION  
12 TOWNSHIP 3 SOUTH RANGE 32  
WEST ESCAMBIA COUNTY, FLORIDA

Survey by  
S. Lee  
Pensacola Fla  
May 1924.



TREASURE HILL PARK  
CORPORATION  
PENSACOLA, FLA.





**PETITION TO VACATE A PORTION OF PINE ROAD IN TREASURE HILL PARK SUBDIVISION  
PETITIONER: REBECCA M. DOMIER**



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 12/23/14 DISTRICT 2



**PETITIONERS PROPERTY**



**PINE ROAD (50' WIDE R/W) REQUESTED TO BE VACATED**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7505**

**County Administrator's Report 11. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/22/2015

**Issue:** Adoption of a Maintenance Map for a Portion of Patricia Drive in Myrtle Grove

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

**Organization:** Public Works

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Adoption of a Maintenance Map for a Portion of Patricia Drive in Myrtle Grove, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning adoption of a Maintenance Map for a portion of Patricia Drive in Myrtle Grove, Florida:

A. Adopt Florida Department of Transportation Maintenance Map F.P. No. 4304721, for a portion of Patricia Drive (approximately 140 feet in length), going north off of West Fairfield Drive and located east of Blue Angel Parkway in Myrtle Grove, Florida. This Map delineates the extent of County maintenance to define County property in areas where the County maintains roads without having deeded right-of-way and is meant to supersede the Maintenance Map recorded in Right-of-Way Map Book 2, at Pages 46 and 46A;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

### **BACKGROUND:**

The County has maintained a portion of Patricia Drive (approximately 140 feet in length), north off of West Fairfield Drive and located east of Blue Angel Parkway in Myrtle Grove, Florida, as depicted on the accompanying map, numbered F.P. No. 4304721. Chapter 95.361, Florida Statutes, and asserts public ownership of certain rights-of-way maintained by the County (see Attachment 1).

The statute - Roads Presumed to be Dedicated – contains three key qualifications, any of which may provide Public ownership of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road, (2) proof that the road was regularly maintained or repaired for the immediate past seven years by the County, or (3) a map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Map numbered F.P. No. 4304721, depicting the extent of County maintenance, was produced under the supervision of the Florida Department of Transportation. By certifying the map, the Chairman of the Escambia County Board of County Commissioners has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based on archived records and personal experience, Road Division staff acknowledge continuous maintenance for over seven years.

Upon approval by the Board, the Clerk of Court will file the map in the Public Records, as described in Florida Statutes, Chapter 95.361.

**BUDGETARY IMPACT:**

Indirect staff cost associated with field surveys and preparation of required documents and recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Maintenance/Right of Way Control Survey has been prepared and certified by Byron Faircloth, PSM, Florida Registration No. 6764. The County Attorney's Office has stated that because the map is a technical document rather than a legal document, it does not require legal sign off.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is based on the Board's policy of doing no public maintenance on private property, and on Florida Statutes, Chapter 95.361.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval and execution, the map will be filed by the Clerk in the Public Records with similar approved Road Maintenance Maps. The Public Works Department, Roads Division retains maintenance documents, and has reviewed and approved the Maintenance Map.

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**Attachments**

Patricia Dr Aerial View

Maintenance Map Page 1

Maintenance Map Page 2

Maintenance Statute

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MAINTENANCE CLAIM MAP: **F.P. No. 4304721**



ESCAMBIA COUNTY  
PUBLIC WORKS DEPARTMENT  
**DISTRICT 1**  
CSR 01/05/15



	=	AND
AC	=	ACRE
AHD.	=	AHEAD
BK.	=	BACK
B	=	BASELINE
B.O.S.	=	BEGINNING OF SURVEY
BLVD.	=	BOULEVARD
C.C.R.	=	CERTIFIED CORNER RECORD
COM.	=	COMMERCIAL
CONC.	=	CONCRETE
	=	CORNER
CORP.	=	CORPORATION
C	=	CENTERLINE
(C)	=	CALCULATED
C.M.	=	CONCRETE MONUMENT
C. R.	=	COUNTY ROAD
D. °	=	DEGREE
(D)	=	DEED
D.B.	=	DEED BOOK
D.E.	=	DRAINAGE EASEMENT
E.O.S.	=	END OF SURVEY
EXIST.	=	EXISTING
E	=	EAST
ESMT	=	EASEMENT
E.D.E.	=	EXISTING DRAINAGE EASEMENT
Δ	=	CURVE DELTA ANGLE
FB	=	FIELD BOOK
FND.	=	FOUND
(F)	=	FIELD
F.P.	=	FINANCIAL PROJECT
F.A.P.	=	FEDERAL AID PROJECT
F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
G.L.O.	=	GOVERNMENT LAND OFFICE
H.WY.	=	HIGHWAY
H.O.A.	=	HOMEOWNER'S ASSOCIATION
I.P.	=	IRON PIPE
I.R. & C.	=	IRON ROD AND CAP
I.R.	=	IRON ROD
ID.	=	IDENTIFICATION
L	=	LENGTH OF CURVE
L1	=	LINE TABLE NUMBER
LB	=	LICENSED BUSINESS
LT.	=	LEFT
L/A	=	LIMITED ACCESS
L.O.C.	=	LIMITS OF CONSTRUCTION
L.S.	=	LICENSED SURVEYOR
MAINT.	=	MAINTAINED
MAG	=	MAGNETIC
MISC.	=	MISCELLANEOUS
N	=	NORTH
NO	=	NUMBER

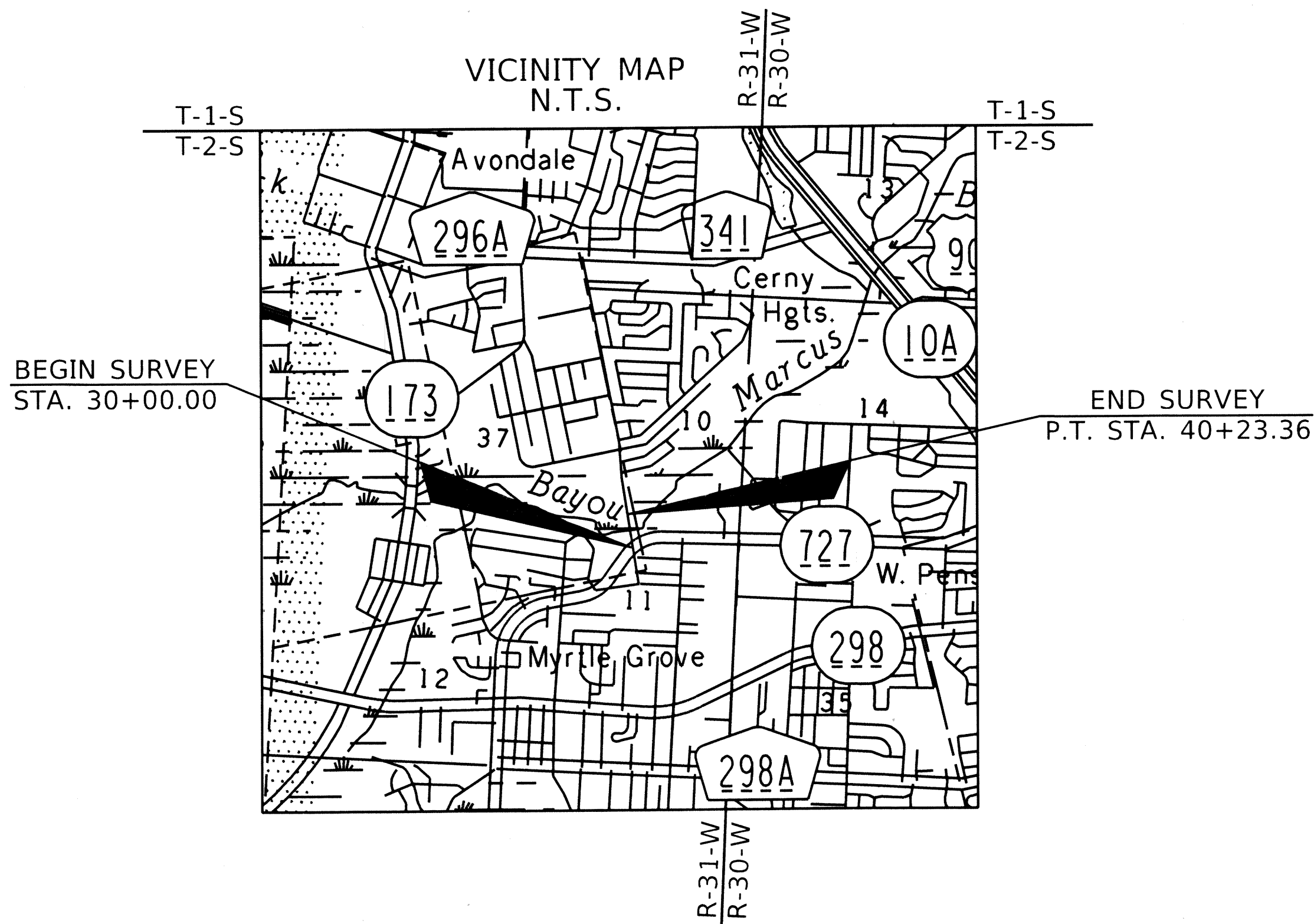
NAD = NORTH AMERICAN DATUM  
N/A = NOT APPLICABLE  
N&D = NAIL & DISK  
NE = NORTHEAST  
NW = NORTHWEST  
N.T.S. = NOT TO SCALE  
OR = OFFICIAL RECORD  
O.R.B. = OFFICIAL RECORD BOOK  
PK = PARKER KALON  
P = PLAT  
PRM = PERMANENT REFERENCE MONUMENT  
PSM = PROFESSIONAL SURVEYOR AND MAPPER  
ℓ = PROPERTY LINE  
P.B. = PLAT BOOK  
P.C. = POINT OF CURVATURE  
P.C.P. = PERMANENT CONTROL POINT  
P.C.C. = POINT OF COMPOUND CURVE  
PG. = PAGE  
P.I. = POINT OF INTERSECTION  
P.L.S. = PROFESSIONAL LAND SURVEYOR  
P.O.C. = POINT ON CURVE  
P.O.T. = POINT ON TANGENT  
P.R.C. = POINT OF REVERSE CURVE  
P.R.M. = PERMANENT REFERENCE MARKER  
P.T. = POINT OF TANGENCY  
R = RADIUS/RANGE  
REF = REFERENCE  
RES. = RESIDENCE  
R.L.S. = REGISTERED LAND SURVEYOR  
RPS = REGISTERED PROFESSIONAL SURVEYOR  
RSN = REGISTERED SURVEYOR NUMBER  
RT. = RIGHT  
R/W = RIGHT OF WAY  
SEC. = SECTION  
S = SOUTH  
SE = SOUTHEAST  
SW = SOUTHWEST  
SF = SQUARE FEET  
S.R. = STATE ROAD  
SRDRW = STATE ROAD DEPARTMENT RIGHT OF WAY  
STA. = STATION  
T = TANGENT/TOWNSHIP  
T.C. = TANGENT TO CURVE  
TYP. = TYPICAL  
T.B. = TANGENT BEARING  
U.S. = UNITED STATES  
W = WEST  
X = EASTING  
Y = NORTHING  
' = FEET/MINUTES  
" = INCHES/SECONDS  
+/- = MORE OR LESS

1. BEARINGS ARE BASED ON THE GRID BEARING BETWEEN CONTROL STATION "ESC 4104 AND PENSACOLA CORRS STATION. ALL CONTROL ARE LOCATED WITHIN THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 83/2011. ALL FLORIDA STATE PLANE COORDINATES SHOWN HEREON ARE ENGLISH AND BASED ON THE SAME.
2. THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF ESTABLISHING A CENTERLINE OF SURVEY, LOCATING EXISTING MONUMENTATION, NECESSARY LAND LINES AND PLACING ADDITIONAL MONUMENTS WHERE REQUIRED. SAID DATA TO BE USED IN THE PREPARATION OF RIGHT OF WAY MAPS.
3. UNLESS OTHERWISE SHOWN, ALL DATA NOTED AS (F) HAS BEEN CALCULATED FROM A CLOSED FIELD TRAVERSE OR DIRECT FIELD MEASUREMENT.
4. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
5. THE CENTERLINE WAS STAKED ON A PROPORTIONAL DISTANCE BETWEEN THE MAJOR CONTROL POINTS, SO THE CENTERLINE WILL COINCIDE WITH THE FLORIDA STATE PLANE COORDINATE SYSTEM.
6. THE FIELD WORK WAS STARTED IN OCTOBER, 2013 BY HATCH MOTT MACDONALD FLORIDA, LLC AND WAS COMPLETED IN DECEMBER, 2013.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
8. ANGLES ARE 90°00'00"; UNLESS OTHERWISE SHOWN.
9. THIS MAINTENANCE/RIGHT OF WAY CONTROL SURVEY IS SUPPORTED BY A SURVEYOR'S REPORT FOR F.P. NO. 4304721. ADDITIONAL PERTINENT INFORMATION REGARDING THE SURVEY CAN BE FOUND IN SAID REPORT.
10. THIS RIGHT OF WAY CONTROL SURVEY WAS PREPARED BY:  
HATCH MOTT MACDONALD, LB6783  
1232 N. JACKSON AVE.  
CHIPLEY, FLORIDA 32428  
(850) 484.6011

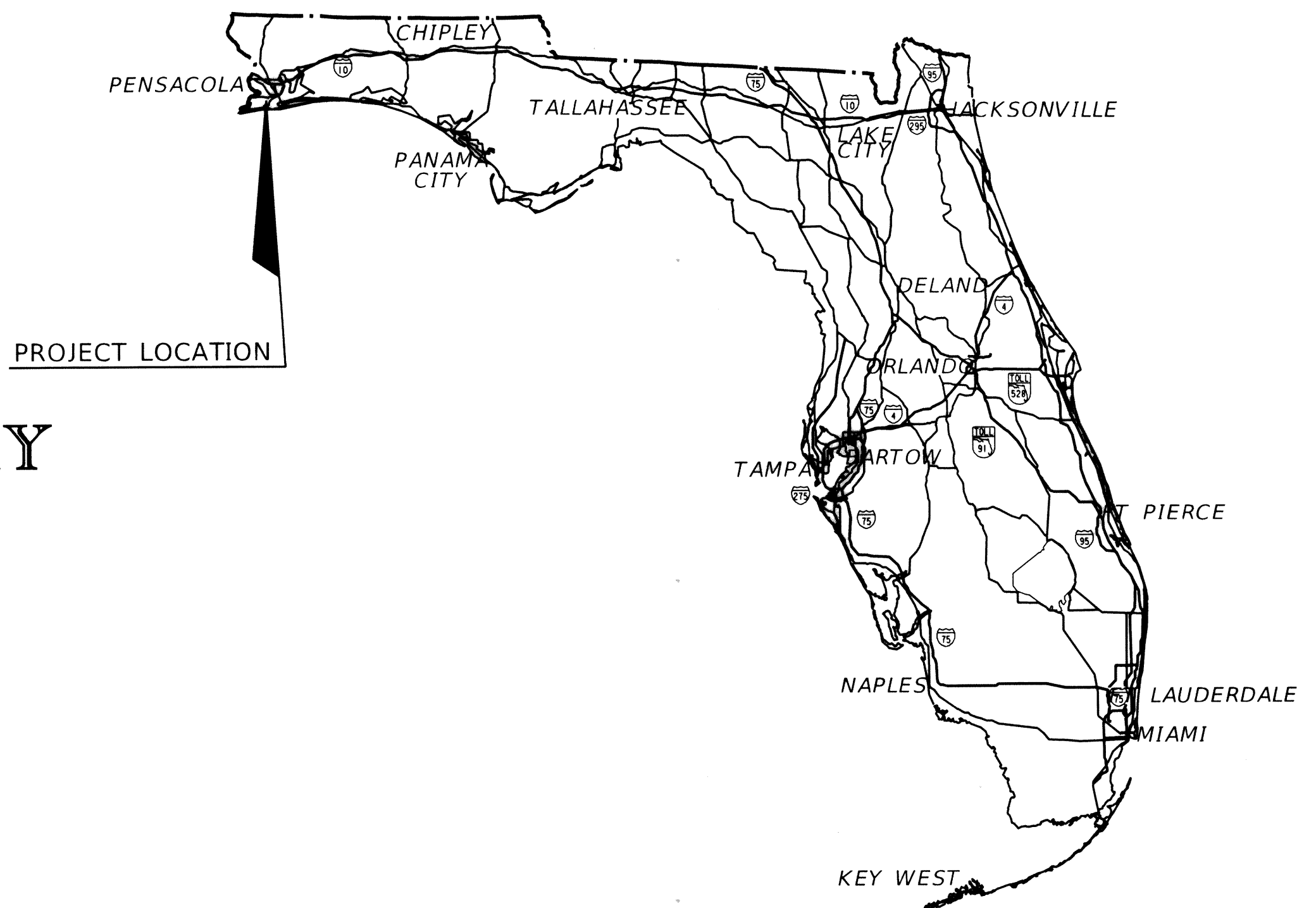
# MAPS OF THE STATE HIGHWAY FINANCE / RIGHT CONTROL MAP

F.P. NO. 4304721  
PATRICIA DRIVE  
OVER BAYOU MARCUS  
CREEK (BRIDGE #484069),  
ESCAMBIA COUNTY

CONTROL DATA TABLE			
STATION	(Y) NORTHING	(X) EASTING	SCALE FACTOR
B.O.S. 30+00.00	531387.1564	1083692.1704	0.99995900
P.I. 31+91.61	531575.6420	1083657.7580	0.99995904
E.O.S. 38+67.02	532240.1097	1083536.8110	0.99995919
DATUM: NAD 83/11 ZONE: FLORIDA NORTH 0903 STATE PLANE IN U.S. SURVEY FOOT			



INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	DETAIL SHEET W/REFERENCE POINTS



THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A SURVEY CENTERLINE OR BASELINE AND LOCATING THE LIMITS OF MAINTAINED RIGHT OF WAY AS IDENTIFIED BY THE MAINTENANCE ENGINEER FOR THE TRANSPORTATION FACILITY SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON DECEMBER 16, 2013. I FURTHER CERTIFY THAT SAID DRAWING ALSO MEETS THE REQUIREMENTS FOR A RIGHT OF WAY CONTROL SURVEY AND IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Byron A. Faircloth  
BYRON A. FAIRCLOTH  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6764  
ADDRESS:  
1232 N. JACKSON AVE.  
CHIPLEY, FL 32428  
DATE 1-07-16

NOT VALID UNLESS SIGNED AND SEALED

THIS IS TO CERTIFY THAT SHEETS WITHIN AND ATTACHED NUMBERED 1 TO 2, CONSTITUTE A TRUE COPY OF THE OFFICIAL MAINTENANCE/ RIGHT OF WAY CONTROL MAP SHOWING LOCATION AND SURVEY BY HATCH MOTT MACDONALD INC. FOR A PORTION OF PATRICIA DRIVE DESIGNATED AS F.P. NO. 4304721 IN ESCAMBIA COUNTY, FLORIDA.

THE PROPERTY LABELED "MAINT. R/W" ON SAID SHEETS HAS BEEN VESTED IN ESCAMBIA COUNTY, FLORIDA PURSUANT TO THE PROVISION OF SECTION 95.361, FLORIDA STATUTES.

I FURTHER CERTIFY THAT THE RIGHT OF WAY LIMITS AS SHOWN ON THIS MAP HAVE BEEN MAINTAINED CONTINUOUSLY FOR FOUR (4) YEARS WITHOUT INTERRUPTION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF  
ESCAMBIA COUNTY AT PENSACOLA, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_, A.D. 2015

STEVEN BARRY, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

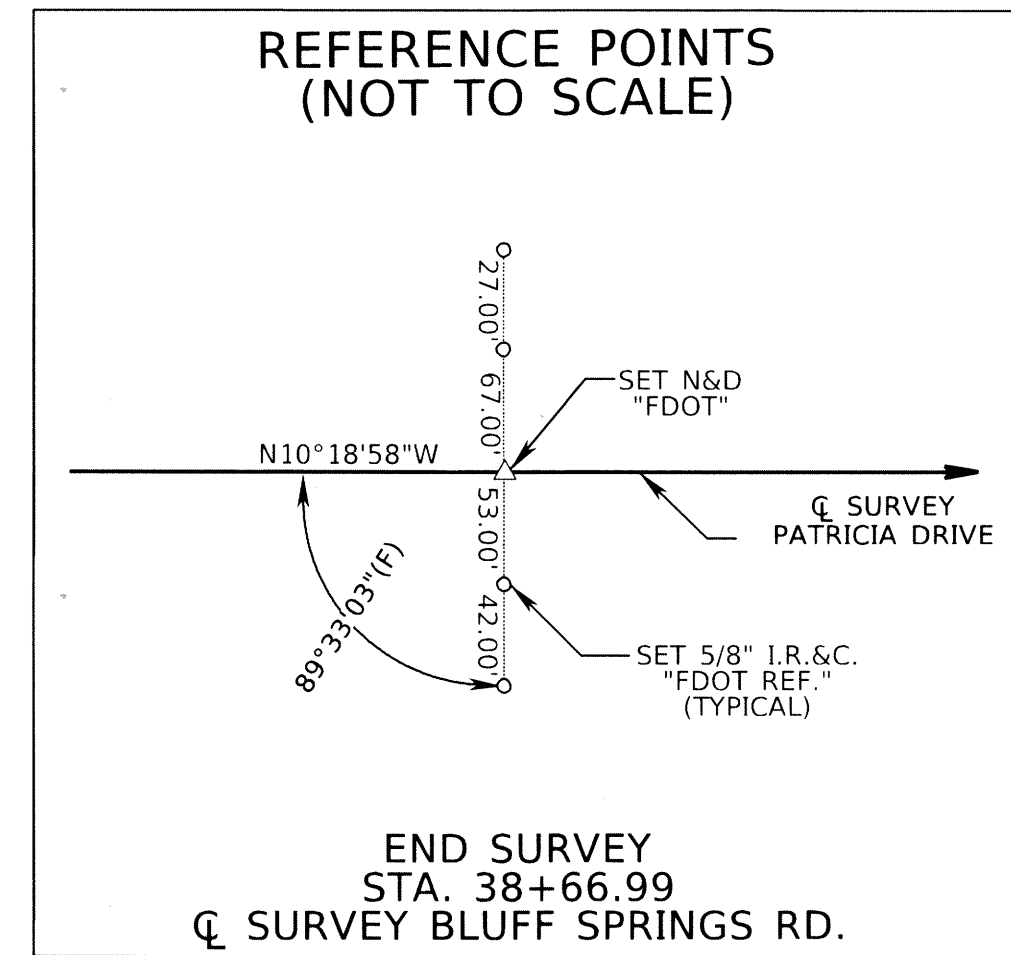
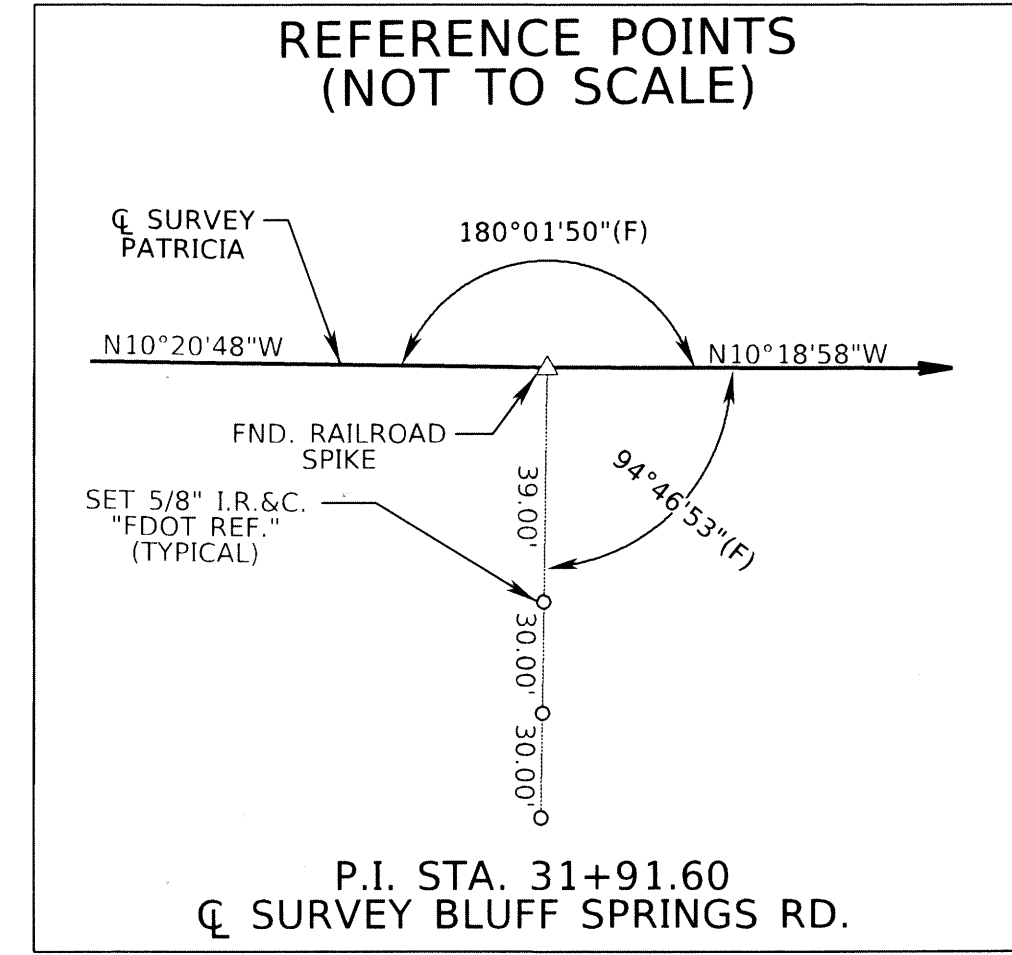
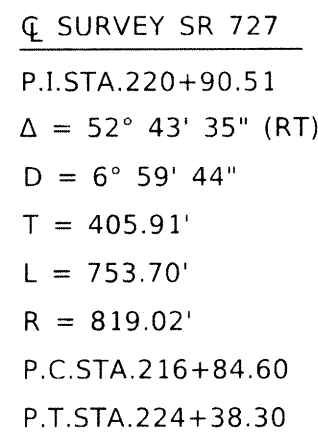
FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY  
OF ESCAMBIA, STATE OF FLORIDA, IN ROAD MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_, ON THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2015

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

## PATRICIA DRIVE OVER BAYOU MARCUS CREEK (BRIDGE #484069)

MAINTENANCE/RIGHT OF WAY CONTROL MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING											BY	DATE	SECTION N/A	MAPS PREPARED BY: HATCH MOTT MACDONALD	DATA SOURCE: 4304721.DWG JOB#721.GPK SCALE: N/A		
													PRELIM				D.A.H.	01/06/2014
													FINAL				D.A.H.	02/12/2014
													CHECKED				B.A.F.	02/12/2014
		REVISION	BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	COUNTY ROAD: PATRICIA DRIVE		ESCAMBIA COUNTY	F.P. NO. 4304721	SHEET 1 OF 2

SCALE: 1"=50'



SEE SHEET ONE FOR CERTIFICATION, LEGEND, AND GENERAL NOTES  
PATRICIA DRIVE OVER BAYOU MARCUS CREEK BRIDGE #484065

[illegible]

**95.361 Roads presumed to be dedicated.--**

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. 366.02(2). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

- (a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;
- (b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or
- (c) The mayor and clerk of the municipality, if the road is a municipal road or street,

shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.



(4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).

(5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

**History.**--s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366.

**Note.**--Former s. 337.31.



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

**AI-7409**

**County Administrator's Report 11. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/22/2015

**Issue:** Federal Transit Administration (FTA) FY 2015 Annual  
Certifications and Assurances for Escambia County Area Transit  
(ECAT)

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Federal Transit Administration Fiscal Year 2015  
Annual Certifications and Assurances for Escambia County Area Transit - Joy D.  
Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Federal Transit  
Administration (FTA) Fiscal Year 2015 Annual Certifications and Assurances  
for Escambia County Area Transit (ECAT):

A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2015  
Certifications and Assurances for the Federal Transit Administration Assistance  
Programs;

B. Ratify the Assistant County Attorney's signature, dated December 23, 2014, as  
the Affirmation of Applicant's Attorney on the FTA Fiscal Year 2015 Certifications  
and Assurances for the Federal Transit Administration Assistance Programs; and

C. Authorize ECAT to file the Certifications and Assurances electronically, as  
required, using the Federal personal passwords of the Chairman and County  
Attorney.

In 1998, the FTA instituted the requirement that all Grant Applications and Grant  
Management Reports be submitted electronically via the Transportation Electronic  
Award and Management (TEAM) System. Additionally, since 1996, the list of  
Certifications and Assurances must be filed electronically prior to the filing of the  
Grant Application. These Certifications and Assurances provide a basis for all  
financial, administrative, and accounting Agreements between the FTA and the

grantee. Under the current FTA Authorization Act, entitled Moving Ahead for Progress in the 21st Century (MAP-21), Escambia County will receive an approximate \$3,000,000 apportionment in Fiscal Year 2015 Federal Funding for mass transit.

The Chairman and the County Attorney must obtain passwords and PIN codes by contacting Richelle Gosman, Federal Transit Administration (FTA), at (404) 865-5478 or by email at [richelle.gosman@dot.gov](mailto:richelle.gosman@dot.gov).

**BACKGROUND:**

In 1998, the FTA instituted the requirement that all Grant applications and Grant Management Reports be submitted electronically via the Transportation Electronic Award and Management (TEAM) System. Additionally, since 1996, the list of Certifications and Assurances must be filed electronically prior to the filing of the Grant application. These Certifications and Assurances provide a basis for all financial, administrative, and accounting Agreements between the FTA and the grantee. Under the current FTA Authorization Act, entitled Moving Ahead for Progress in the 21st Century (MAP-21), Escambia County will receive an approximate \$3,000,000 apportionment in Fiscal Year 2015 Federal Funding for mass transit.

The Chairman and the County Attorney must obtain passwords and PIN codes by contacting Richelle Gosman, Federal Transit Administration (FTA), at (404) 865-5478 or by email at [richelle.gosman@dot.gov](mailto:richelle.gosman@dot.gov).

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and signed off on the Certifications and Assurances.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The FTA requires the execution of these Certifications and Assurances prior to filing all grant applications for mass transit funding.

**IMPLEMENTATION/COORDINATION:**

ECAT and the Transportation & Traffic Operations Division will continue to coordinate with the FTA on all matters regarding these Certifications and Assurances.

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## **Attachments**

2015 Cert & Assurances

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## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### PREFACE

*Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) in the form of a Federal Grant, Cooperative Agreement, Loan, Line of credit, or Loan Guarantee to support a public transportation Project, an Authorized Representative (You) of the Project Sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. Among other things, the Authorized Representative must be duly authorized by the Applicant to sign these Certifications and Assurances and bind its compliance. You, as your Applicant's Authorized Representative, must select all Certifications and Assurances that your Applicant must provide to support its application(s) for FTA funding during Federal fiscal year (FY) 2015.*

*We request that you read each Certification and Assurance and select those that will apply to all Projects for which your Applicant might seek FTA funding. As required by Federal law and regulation, only if you select adequate Certifications and Assurances on your Applicant's behalf, may FTA award Federal funding for its Project.*

*We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the Assurances in Group 01 on your Applicant's behalf. If your Applicant requests more than \$100,000 in Federal funding, you must also select the "Lobbying" Certification in Group 02, unless your Applicant is an Indian tribe, Indian organization, or a tribal organization. Depending on the nature of your Applicant and its Project, you may also need to select some Certifications and Assurances in Groups 03 through 24. Instead of selecting individual Groups of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-four (24) Groups of Certifications and Assurances that apply to all our programs.*

*FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of these twenty-four (24) Groups of Certifications and Assurances will apply to every Applicant or every Project FTA funds, even if you make a single selection encompassing all twenty-four (24) Groups. Nor will every provision of all Certifications and Assurances within a single Group apply if that provision does not apply to your Applicant or its Project. The type of Project and Applicant will determine which Certifications and Assurances apply.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and each Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

*Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities each member will perform and the extent to which each will be responsible for compliance with the Certifications and Assurances that you select on its behalf, and whether the member will serve as a Recipient, Subrecipient, or Third Party Contractor.*

*It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by Federal law or regulation, and do not include all Federal requirements that may apply to it or its Project. Our FTA Master Agreement for Federal FY 2015, MA(21), is available at <http://www.fta.dot.gov>, and contains a list of most of those requirements.*

*We expect you to submit your Applicant's FY 2015 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2015 Certifications and Assurances on its behalf. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups of Certifications and Assurances. If FTA agrees that you cannot submit your Applicant's FY 2015 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Groups of Certifications and Assurances that it is submitting.*

*Be aware that these Certifications and Assurances have been prepared in light of:*

- *FTA's latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,*
- *The Highway and Transportation Funding Act of 2014, Pub. L. 113-159, August 8, 2014, and*
- *Continuing Appropriations Resolution, 2015, Pub. L. 113-164, September 19, 2014 and other Appropriations Acts or Continuing Resolutions funding the Department of Transportation during Fiscal Year 2015.*

*With certain exceptions, Projects financed in FY 2015 with funds appropriated or made available for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of Project in effect during the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply.*

### **GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.**

*Before FTA may provide funding for your Applicant's Project, in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, you must*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*also select the Certifications and Assurances in Group 01, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications and Assurances in Group 01 that does not apply will not be enforced.*

### **01.A. Certification and Assurance of Authority of the Applicant and Its Authorized Representative.**

You certify and affirm that both you, as your Applicant's Authorized Representative, and your Applicant's attorney, who is authorized to represent your Applicant in legal matters, who sign these Certifications, Assurances, and Agreements, may undertake the following activities on its behalf, in compliance with applicable State, local, or Indian tribal laws and regulations, and its by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute the Grant Agreement, Cooperative agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking FTA funding,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

### **01.B. Standard Assurances.**

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable Federal statutes and regulations to carry out any FTA-funded Project,
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement,
3. It recognizes that Federal laws and regulations may be amended from time to time and those amendments may affect Project implementation,
4. It understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting it or its Project,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

5. It agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, except as FTA determines otherwise in writing,
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
  - a. In some instances, FTA has determined that Federal statutory or regulatory program and eligibility requirements for FY 2012 or a specific previous fiscal year, except as superseded by applicable MAP-21 cross-cutting requirements, apply to:
    - (1) New Grants and Cooperative Agreements, and
    - (2) New Amendments to Grants and Cooperative Agreements that:
      - (a) Have been awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, or
      - (b) May be awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, but
  - b. In other instances, FTA has determined that MAP-21 requirements will apply to Federal funds appropriated or made available for FY 2012 or a previous fiscal year, and
  - c. For all FTA-funded Projects, the following MAP-21 cross-cutting requirements supersede and apply in lieu of conflicting provisions of previous Federal law and regulations:
    - (1) Metropolitan and Statewide and Nonmetropolitan Transportation Planning,
    - (2) Environmental Review Process,
    - (3) Public Transportation Agency Safety Plans,
    - (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
    - (5) Costs Incurred by Providers of Public Transportation by Vanpool,
    - (6) Revenue Bonds as Local Match,
    - (7) Debt Service Reserve,
    - (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
    - (9) Private Sector Participation,
    - (10) Bus Testing,
    - (11) Buy America,
    - (12) Corridor Preservation,
    - (13) Rail Car Procurements,
    - (14) Veterans Preference/Employment,
    - (15) Alcohol and Controlled Substance Testing, and
    - (16) Other provisions as FTA may determine.<sup>1</sup>

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<sup>1</sup> More information about these matters appears in the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, Oct. 16, 2012.



## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### 01.C. Intergovernmental Review Assurance.

*(This assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available for 49 U.S.C. 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)*

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, to facilitate compliance with those regulations.

### 01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT or FTA-funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age:
  - a. Federal transit laws, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
  - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
  - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
  - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
  - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
  - g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
3. As required by 49 CFR 21.7:
  - a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
    - (1) It conducts each Project,
    - (2) It undertakes property acquisitions, and
    - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Project,
  - b. This assurance applies to its entire Project and to all parts of its facilities, as well as its facilities operated to implement its Project,

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

- c. It will promptly take the necessary actions to carry out this assurance, including the following:
  - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
  - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
- d. If it transfers FTA-funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
  - (1) While the property is used for the purpose that the Federal funding is extended, or
  - (2) While the property is used for another purpose involving the provision of similar services or benefits,
- e. The United States has a right to seek judicial enforcement of any matter arising under:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, or
  - (3) This assurance,
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, and
  - (3) Federal transit laws, 49 U.S.C. 5332,
- g. It will comply with applicable Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
- h. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
  - (1) Subrecipient,
  - (2) Transferee,
  - (3) Third Party Contractor or Subcontractor at any tier,
  - (4) Successor in Interest,
  - (5) Lessee, or
  - (6) Other participant in its Project, except FTA and the Applicant (that later becomes the Recipient),
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including each:
  - (1) Subagreement at any tier,
  - (2) Property transfer agreement,
  - (3) Third party contract or subcontract at any tier,
  - (4) Lease, or
  - (5) Participation agreement, and
- j. The assurances you have made on its behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

- (1) Federal funding is extended to its Project,
  - (2) Its Project property is used for a purpose for which the Federal funding is extended,
  - (3) Its Project property is used for a purpose involving the provision of similar services or benefits,
  - (4) It retains ownership or possession of its Project property, or
  - (5) FTA may otherwise determine in writing, and
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(ii), you assure that:
- a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Group 01.D Assurance, of which compliance is a condition of approval or extension of any FTA funding awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in any benefit or obtain any benefit from any FTA administered program, and
  - b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

### **01.E. Suspension and Debarment Certification.**

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (5) Voluntarily excluded, or
- (6) Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  - (1) 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,
  - (2) Violation of any Federal or State antitrust statute, or
  - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is 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 listed in the preceding subsection 1.E.2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Group 01.E Certification, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - (1) Equals or exceeds \$25,000,
  - (2) Is for audit services, or
  - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - (a) Debarred from participation in its federally-funded Project,
    - (b) Suspended from participation in its federally-funded Project,
    - (c) Proposed for debarment from participation in its federally-funded Project,
    - (d) Declared ineligible to participate in its federally-funded Project,
    - (e) Voluntarily excluded from participation in its federally-funded Project, or
    - (f) Disqualified from participation in its federally-funded Project, and
- 5. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Group 01.E Certification.

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### 01.F. U.S. OMB Assurances in SF-424B and SF-424D.

*The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in Federal laws and regulations.*

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
  - a. For every Project described in any application it submits for Federal funding, it has adequate resources to properly plan, manage, and complete its Project, including the:
    - (1) Legal authority to apply for Federal funding,
    - (2) Institutional capability,
    - (3) Managerial capability, and
    - (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost),
  - b. As required, it will give access and the right to examine Project-related materials to entities or individuals including, but not limited to the:
    - (1) FTA,
    - (2) The Comptroller General of the United States, and
    - (3) State, through an appropriate authorized representative,
  - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
  - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
    - (1) A personal or organizational conflict of interest, or personal gain, or
    - (2) The appearance of a personal or organizational conflict of interest or personal gain,
2. *Project Specifics.* On behalf of your Applicant, you assure that:
  - a. Following receipt of an FTA award, it will begin and complete Project work within the time periods that apply,
  - b. For FTA-funded construction Projects:
    - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
    - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
    - (3) It will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally-funded real property,
    - (4) To the extent FTA requires, it will record the Federal interest in the title to FTA-funded real property or interests in real property, and
    - (5) It will not alter the site of the FTA-funded construction Project or facilities without permission or instructions from FTA by:
      - (a) Disposing of the underlying real property or other interest in the site and facilities,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
    - (c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
  - c. It will furnish progress reports and other information as FTA or the State may require, and
- 3. *Statutory and Regulatory requirements.* On behalf of your Applicant, you assure that:
  - a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
    - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
    - (2) The prohibitions against discrimination on the basis of sex, as provided in:
      - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
      - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
    - (3) The prohibitions against discrimination on the basis of age in federally-funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
    - (4) The prohibitions against discrimination on the basis of disability in federally-funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
    - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
    - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
    - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
    - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
    - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
    - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
  - b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes:

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (1) It will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
- (2) It has the necessary legal authority under State and local laws and regulations to comply with:
  - (a) The Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
  - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
- (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
  - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
  - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
    - 1 Displaced families or individuals, and
    - 2 Displaced corporations, associations, or partnerships,
  - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
    - 1 Displaced families and individuals, and
    - 2 Displaced corporations, associations, or partnerships,
  - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
  - (e) It will:
    - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
    - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
  - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
  - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
  - (h) It will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
  - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
  - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
  - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
  - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
- e. It will, to the extent applicable, comply with the labor standards and protections for federally-funded Projects of:
  - (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
  - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and
  - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
- f. It will comply with any applicable environmental standards prescribed to implement Federal laws and executive orders, including, but not limited to:
  - (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
  - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
  - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
  - (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
  - (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
  - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
  - (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
  - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,



## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f"),
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and
- (11) Complying with and facilitating compliance with:
  - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,
  - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and
  - (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,
- g. To the extent applicable, it will comply with the following Federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funding:
  - (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and
  - (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4,
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA-funded building,
- i. It will comply with, and assure that its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
  - (1) Participating in the Federal flood insurance program, and
  - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,
- j. It will comply with:
  - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and
  - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- k. It will perform the financial and compliance audits as required by the:
  - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
  - (2) U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and
  - (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT,
- l. It will comply with all other Federal laws or regulations that apply, and
- m. It will follow Federal guidance governing it and its Project, except to the extent that FTA has expressly approved otherwise in writing.

### GROUP 02. LOBBYING.

*Before FTA may provide funding for a Federal Grant or Cooperative Agreement exceeding \$100,000 or a Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance exceeding \$150,000, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Lobbying Certifications in Group 02, unless your Applicant is an Indian Tribe exempt from the requirements of 31 U.S.C. 1352 or FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 02 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

- 1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
  - a. The lobbying restrictions of this Certification apply to its requests:
    - (1) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
    - (2) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
  - b. Your Certification on its behalf applies to the lobbying activities of:
    - (1) It,
    - (2) Its Principals, and
    - (3) Its Subrecipients at the first tier,
- 2. To the best of your knowledge and belief:
  - a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

- (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
  - b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
  - c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
    - (1) Third party contracts,
    - (2) Subcontracts,
    - (3) Subagreements, and
    - (4) Other third party agreements under a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
3. It understands that:
    - a. This Certification is a material representation of fact that the Federal Government relies on, and
    - b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
  4. It also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **GROUP 03. PROCUREMENT AND PROCUREMENT SYSTEMS.**

*We request that you select the Procurement and Procurement Systems Certification in Group 03 on behalf of your Applicant, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).*

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*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certification in Group 03 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

### **GROUP 04. PRIVATE SECTOR PROTECTIONS.**

*Before FTA may provide funding for a Project that involves the acquisition of public transportation property or operation of public transportation facilities or equipment, in addition to other Certifications you must select on your Applicant's behalf, you must also select the Private Property Protections Assurances in Group 04.A and enter into the Agreements in Group 04.B and Group 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Assurances and Agreements in Group 04 that does not apply will not be enforced.*

#### **04.A. Private Property Protections.**

*If your Applicant is a State, local government, or Indian tribal government and seeks FTA funding to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Group 04.A apply to your Applicant, except as FTA determines otherwise in writing.*

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

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1. It has or will have:
  - a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
  - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
  - c. Paid just compensation under State or local laws to the company for any franchise or property acquired, and
2. It has completed the actions described in the preceding section 1 of this Group 04.A Certification before it:
  - a. Acquires the property or an interest in the property of a private provider of public transportation, or
  - b. Operates public transportation equipment or facilities:
    - (1) In competition with transportation service provided by an existing public transportation operator, or
    - (2) In addition to transportation service provided by an existing public transportation operator.

### **04.B. Charter Service Agreement.**

*If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the Charter Service Agreement in Group 04.B applies to your Applicant, except as FTA determines otherwise in writing.*

To comply with 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
  - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by Recipients of FTA funding for transportation Projects with Federal funding derived from:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. 133 or 142, or
    - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
  - b. FTA's charter service restrictions extend to:
    - (1) Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. 133 or 142, or
      - (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
    - (2) Any Third Party Participant that receives Federal funding derived from:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. 133 or 142, or

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
  - c. A Third Party Participant includes any:
    - (1) Subrecipient at any tier,
    - (2) Lessee,
    - (3) Third Party Contractor or Subcontractor at any Tier, and
    - (4) Other Third Party Participant in its Project,
  - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives Federal public transportation assistance appropriated or made available for its Project will engage in charter service operations, except as permitted under:
    - (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
    - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
    - (3) Any other Federal Charter Service regulations, or
    - (4) Federal guidance, except as FTA determines otherwise in writing,
  - e. You and your Applicant agree that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
  - f. You and your Applicant agree that:
    - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding appropriated or made available for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
      - (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
      - (b) Otherwise violating its Charter Service Agreement it has elected in its latest annual Certifications and Assurances, and
    - (2) These corrective measures and remedies may include:
      - (a) Barring it or any Third Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
      - (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
      - (c) Any other appropriate remedy that may apply, and
2. In addition to the exceptions to the restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
- a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5307 and 5311, to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that FTA funding for those program purposes only,

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- b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5310, to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that FTA funding for those program purposes only, and
- c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally-funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. 5323(r).

### 04.C. School Bus Agreement.

*If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the School Bus Agreement in Group 04.C applies to your Applicant, except as FTA determines otherwise in writing.*

To comply with 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired with Federal funding derived from:
  - a. Federal transit laws, 49 U.S.C. chapter 53,
  - b. 23 U.S.C. 133 or 142, or
  - c. Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- 2. FTA's school bus operations restrictions extend to:
  - a. Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. 133 or 142, or
    - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
  - b. Any Third Party Participant that receives Federal funding derived from:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. 133 or 142, or
    - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- 3. A Third Party Participant includes any:
  - a. Subrecipient at any tier,
  - b. Lessee,
  - c. Third Party Contractor or Subcontractor at any tier, and
  - d. Other Third Party Participant in the Project,

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
  - a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g),
  - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g),
  - c. Any other Federal School Bus regulations, or
  - d. Federal guidance, except as FTA determines otherwise in writing,
5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
  - a. Bar your Applicant or Third Party Participant from receiving further Federal transit funds, or
  - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

### **GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.**

*Before FTA may provide funding for a Project to acquire rolling stock for use in revenue service or to acquire a new bus model, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Rolling Stock Reviews and Bus Testing Certifications in Group 05, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 05 that does not apply will not be enforced.*

#### **05.A. Rolling Stock Reviews.**

*If your Applicant seeks FTA funding to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Group 05.A apply to your Applicant, except as FTA determines otherwise in writing.*



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On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
  - a. Federal transit laws, specifically 49 U.S.C. 5323(m), and
  - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR 663.7:
  - a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews, and
  - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

### **05.B. Bus Testing.**

*If your Applicant seeks FTA funding to acquire a new bus model, the Bus Testing Certifications in Group 05.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. Bus Testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
  - a. 49 U.S.C. 5318, and
  - b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318,
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
  - a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
    - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
    - (2) It has received a copy of the test report prepared on that new bus or new bus model, and
  - b. It will not authorize final acceptance of that new bus or new bus model until:
    - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
    - (2) It has received a copy of the test report prepared on that new bus or new bus model,
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including:
  - a. Performance standards for:
    - (1) Maintainability,
    - (2) Reliability,
    - (3) Performance (including braking performance),

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- (4) Structural integrity,
  - (5) Fuel economy,
  - (6) Emissions, and
  - (7) Noise, and
  - b. Minimum safety performance standards established under 49 U.S.C. 5329, and
4. After FTA regulations authorized by 49 U.S.C. 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

### GROUP 06. DEMAND RESPONSIVE SERVICE.

*If your Applicant is a public entity, operates demand responsive service, and seeks FTA funding to acquire a non-rail vehicle that is not accessible, before FTA may provide funding for that Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Demand Responsive Service Certifications in Group 06, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 06 that does not apply will not be enforced.*

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
  - a. Individuals with disabilities, including individuals who use wheelchairs, and
  - b. Individuals without disabilities, and
2. Viewed in its entirety, its service for individuals with disabilities is:
  - a. Provided in the most integrated setting feasible, and
  - b. Equivalent to the service it offers individuals without disabilities with respect to:
    - (1) Response time,
    - (2) Fares,
    - (3) Geographic service area,
    - (4) Hours and days of service,
    - (5) Restrictions on priorities based on trip purpose,
    - (6) Availability of information and reservation capability, and
    - (7) Constraints on capacity or service availability.

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### **GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.**

*Before FTA may provide funding for an Intelligent Transportation Systems (ITS) Project or a Project in support of an ITS Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Intelligent Transportation Systems Assurances in Group 07, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Assurances in Group 07 that does not apply will not be enforced.*

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation Systems (ITS) Project is defined to include any Project that, in whole or in part, finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and
2. Assure that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. 517(d)(2).

### **GROUP 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.**

*Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support interest, or financing, or leasing costs of any Project financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 08, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in*

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*writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications and Assurances in Group 08 that does not apply will not be enforced.*

### **08.A. Interest and Financing Costs.**

*If your Applicant intends to use FTA funding to support interest or any other financing costs for Projects funded by the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, the Interest and Financing Costs Certifications in Group 08.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
  - a. It is eligible to receive Federal funding for those costs, and
  - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. It will comply with the same favorable financing cost provisions for:
  - a. Urbanized Area Formula Grants Projects,
  - b. Projects under Full Funding Grant Agreements,
  - c. Projects with Early Systems Work Agreements,
  - d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
  - e. State of Good Repair Projects,
  - f. Bus and Bus Facilities Projects, and
  - g. Low or No Emission Vehicle Development Projects.

### **08.B. Acquisition of Capital Assets by Lease.**

*If your Applicant seeks FTA funding to acquire capital assets through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Group 08.B applies to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding appropriated or made available for 49 U.S.C. chapter 53:

1. It will not use Federal funding appropriated or made available for public transportation Projects eligible under 49 U.S.C. chapter 53 or any other applicable law to finance the cost of leasing any capital asset until:

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- a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
- b. It completes these calculations before the later of:
  - (1) Entering into the lease, or
  - (2) Receiving a capital grant for the asset, and
2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

### **GROUP 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.**

*Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 09, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 09 that does not apply will not be enforced.*

#### **09.A. Transit Asset Management Plan.**

*If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it and each Subrecipient will:

1. Follow Federal guidance when issued that implements transit asset management system provisions of 49 U.S.C. 5326, except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations when issued that implement the transit asset management provisions of 49 U.S.C. 5326.

#### **09.B. Public Transportation Agency Safety Plan.**

*If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system,*

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*the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

*If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. 5331 and its implementing regulations, before FTA may provide funding for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 10, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 10 that does not apply will not be enforced.*

As required by 49 U.S.C. 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR 655.83, on behalf of your Applicant, including a State Applicant, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
  - a. An alcohol misuse testing program, and
  - b. A controlled substance testing program,
2. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, and
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or Third Party Contractors to which these testing requirements apply reside in a State that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied

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or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

### **GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY), AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21 BECAME EFFECTIVE.**

*The Certifications in Group 11 apply to the New Starts, Small Starts, or Core Capacity Programs, 49 U.S.C. 5309.*

*Before FTA may provide funding for your Applicant's New Starts, Small Starts, or Core Capacity Project in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 11, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 11 that does not apply will not be enforced.*

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following capabilities to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
  - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

### **GROUP 12. STATE OF GOOD REPAIR PROGRAM.**

*Certain Certifications and Assurances listed previously are required for the State of*

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*Good Repair Program funding under 49 U.S.C. 5337.*

*Before FTA may provide funding for your Applicant's Project under the State of Good Repair Program, 49 U.S.C. 5337, for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 12, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Assurance in Group 12 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
  - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

### **GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.**

*Before FTA may provide funding for your Applicant's Project under the Fixed Guideway Modernization Grant Program, former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 13, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each*



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*Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certification in Group 13 that does not apply will not be enforced.*

Former 49 U.S.C. 5309(b)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, require the following Certifications for Fixed Guideway Modernization Grant Program funding; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

### **GROUP 14. BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM AND BUS AND BUS-RELATED EQUIPMENT AND FACILITIES GRANT PROGRAM (DISCRETIONARY).**

*The Certifications in Group 14 are required for funding under:*

- 14.A. *The Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, as amended by MAP-21, and*
- 14.B. *The Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply.*

*Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 14, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the*

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*applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 14 that does not apply will not be enforced.*

### **14.A. Bus and Bus Facilities Formula Grants Program**

*If your Applicant seeks FTA funding for its Project under the Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, the Certifications in Group 14.A below apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), which states that “[t]he requirements of section 5307 apply to recipients of grants made under this section [5339]”; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment financed under 49 U.S.C. 5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5339, it will comply with the:
  - a. General Provisions of 49 U.S.C. 5323, and
  - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
  - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5339,
  - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,

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- c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
- d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
- e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other Federal Government sources,
- f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
- g. Has made or will make the final Program of Projects available to the public,
- 7. As required by 49 U.S.C. 5307(d), it:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
- 8. It will comply with:
  - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
- 9. It has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation, and
- 10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **14.B. Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).**

*If your Applicant seeks FTA funding for its Project under the Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 14.B below apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary) funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H), in effect in FY 2012 or a previous fiscal year to this Program, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- 1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those Project(s):
  - a. Legal capacity,

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- b. Financial capacity, and
- c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain its Project equipment and facilities adequately, and
- 4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

### **GROUP 15. URBANIZED AREA FORMULA GRANTS PROGRAMS, PASSENGER FERRY GRANT PROGRAM, AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.**

*The Certifications in Group 15 are required for funding under:*

- 15.A. *The Urbanized Area Formula Grants Program financed with funds appropriated or made available for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for Job Access and Reverse Commute (JARC) Projects and Project Activities,*
- 15.B. *The Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,*
- 15.C. *The Passenger Ferry Grant Program financed with funds appropriated or made available for 49 U.S.C. 5307(h), as amended by MAP-21, and*
- 15.D. *The Job Access and Reverse Commute (JARC) Formula Grant Program financed with funds appropriated or made available for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

*Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 15, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 15 that does not apply will not be enforced.*

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### 15.A. Urbanized Area Formula Grants Program under MAP-21.

*If your Applicant seeks FTA funding for its Project under the Urbanized Area Formula Grants Program, 49 U.S.C. 5307, as amended by MAP-21, the Certifications in Group 15.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Urbanized Area Formula Grants Program funding appropriated or made available in FYs 2013, 2014, and 2015 are required by 49 U.S.C. 5307(c)(1); therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment financed under 49 U.S.C. 5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307, it will comply with the:
  - a. General Provisions of 49 U.S.C. 5323, and
  - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
  - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
  - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
  - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

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- d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
- e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other Federal Government sources,
- f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
- g. Has made or will make the final Program of Projects available to the public,
- 7. As required by 49 U.S.C. 5307(d), it:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
- 8. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
  - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
- 9. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation,
- 10. Each fiscal year:
  - a. It will assure that at least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to its urbanized area must be expended for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
    - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
    - (2) Increased camera surveillance of an area in or adjacent to that system,
    - (3) Providing emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
    - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation system, or
  - b. The Designated Recipients in its urbanized area certify that such expenditures for transportation security Projects are not necessary (Information about the intentions of your Designated Recipients in your Applicant's urbanized area must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),
- 11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
  - a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to its urbanized area is spent for Associated Transit Improvements, as defined in 49 U.S.C. 5302(1),

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- b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
    - (1) A list of its Associated Transit Improvement Projects or Project Activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
    - (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the funding apportioned to the area for Associated Transit Improvement Projects or Project Activities, or have included the same information in a separate report attached in TEAM-Web, and
  - c. The report of its Associated Transit Improvement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
12. It will comply with the final Federal regulations, when issued, that implement the safety requirements of 49 U.S.C. 5329(d).

### **B. Urbanized Area Formula Grants Program before MAP-21 Became Effective.**

*You must select the Certification in Group 15.B if your Applicant seeks funding under the Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.*

The following Certifications for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- 1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain its Project equipment and facilities adequately,
- 4. It will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any elderly individual,
  - b. Any handicapped individual, as described in 49 CFR part 27,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and

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- d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- 5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, it will comply with the following provisions as amended by MAP-21:
  - a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
  - b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
  - c. "Buy America" under 49 U.S.C. 5323(j),
  - d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
  - e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
  - f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
- 6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
- 7. It:
  - a. Has or will make available to the public information on amounts available to it under 49 U.S.C. 5307 and the Program of Projects it proposes to undertake,
  - b. Will develop or has developed, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be financed,
  - c. Will publish or has published a proposed Program of Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the Applicant or Recipient's performance,
  - d. Will provide or has provided an opportunity for a public hearing in which to obtain the views of citizens on the proposed Program of Projects,
  - e. Will ensure or has ensured that the proposed Program of Projects provides for the coordination of public transportation services assisted under 49 U.S.C. 5336 with transportation services assisted from other Federal Government sources,
  - f. Will consider or has considered comments and views received, especially those of private transportation providers, in preparing the final Program of Projects, and
  - g. Will make or has made the final Program of Projects available to the public,
- 8. It:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
- 9. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
- 10. It has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation,
- 11. Each fiscal year:
  - a. It will assure that at least one (1) percent of the 49 U.S.C. 5307 funding apportioned to its urbanized area must be spent for public transportation security



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Projects (limited to capital Projects if it serves an urbanized area with a population of 200,000 or more), including:

- (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
  - (2) Increased camera surveillance of an area in or adjacent to that system,
  - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
  - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or
- b. It will certify that such expenditures for transportation security Projects are not necessary (Information about its intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),
12. If it serves an urbanized area with a population of at least 200,000 individuals:
- a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to its urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
  - b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
    - (1) A list of its Transit Enhancement Project Activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
    - (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and
  - c. The report of its or the Designated Recipients' Transit Enhancement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
13. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### C. Passenger Ferry Grant Program.

*If your Applicant seeks FTA funding for its Project under the Passenger Ferry Grant Program, 49 U.S.C. 5307(h), the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Passenger Ferry Grant Program funding are required by 49 U.S.C. 5307(h) and (c)(1); therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
  - a. Legal capacity,

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- b. Financial capacity, and
- c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain its Project equipment and facilities adequately,
- 4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307(h), the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- 5. When carrying out a procurement under 49 U.S.C. 5307(h), it will comply with the:
  - a. General Provisions of 49 U.S.C. 5323, and
  - b. Third Party Contract Provisions of 49 U.S.C. 5325,
- 6. As required by 49 U.S.C. 5307(d), it:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
- 7. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
  - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
- 8. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation, and
- 9. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **D. Job Access and Reverse Commute (JARC) Formula Grant Program.**

*If your Applicant seeks FTA funding for its Project under the Job Access and Reverse Commute (JARC) Formula Grant Program, former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 15.D apply to your Applicant, except as FTA determines otherwise in writing.*

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1. The following Certifications for the Job Access and Reverse Commute (JARC) Formula Grant Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It will make awards of JARC funding on a competitive basis following:
    - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(A), and
    - (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(B) or (C),
  - b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
  - c. As required by former 49 U.S.C. 5316:
    - (1) The Projects it has selected or will select for former 49 U.S.C. 5316 funding must be derived from a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated, and
    - (2) That locally developed and coordinated plan was produced through a process that included:
      - (a) Representatives of public, private, and nonprofit transportation providers,
      - (b) Human service providers, and
      - (c) Participation by the public,
  - d. Before it transfers funds to a Project funded by former 49 U.S.C. 5336, that Project has been or will have been coordinated with private nonprofit providers of services as required under former 49 U.S.C. 5316(g)(2),
  - e. Before using funds apportioned for Projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
    - (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
    - (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for Projects anywhere in the State, and
  - f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and
2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:

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- a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
  - (1) The legal capacity,
  - (2) The financial capacity, and
  - (3) The technical capacity,
- b. It has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,
- c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
- d. To the extent applicable, it will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5316 the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - (1) Any elderly individual,
  - (2) Any handicapped individual, as described in 49 CFR part 27,
  - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- e. When carrying out a procurement under former 49 U.S.C. 5316, it will comply with the following provisions as amended by MAP-21:
  - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
  - (2) The prohibition against exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
  - (3) "Buy America" under 49 U.S.C. 5323(j),
  - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m), and
  - (5) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
- f. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
- g. It:
  - (1) Has or will have, and as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5316,
  - (2) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
  - (3) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds when needed,
- h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
- i. It has or will have, and will require each Subrecipient to have, a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation, and

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- j. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES/ NEW FREEDOM PROGRAMS.**

*The Certifications in Group 16 are required for funding under:*

- 16.A. *The Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, financed or to be financed with funds appropriated or made available for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,*
- 16.B. *The Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, and*
- 16.C. *The New Freedom Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

*Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 16, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 16 that does not apply will not be enforced.*

#### **16.A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.**

*If your Applicant seeks FTA funding for its Project under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, 49 U.S.C. 5310, as amended by MAP-21, the Certifications in Group 16.A apply to your Applicant, except as FTA determines otherwise in writing.*

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1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. Each of its Subrecipients is:
    - (1) A private nonprofit organization, or
    - (2) A State or local governmental authority that:
      - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
      - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,
  - b. It will comply with the following Project selection and planning requirements:
    - (1) The Projects it has selected or will select for funding appropriated or made available for 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated,
    - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
      - (a) Seniors,
      - (b) Individuals with disabilities,
      - (c) Representatives of public, private, and nonprofit transportation providers,
      - (d) Representatives of public, private, and nonprofit human services providers, and
      - (e) Other members of the public,
    - (3) The transportation Projects to assist in providing transportation services for seniors and individuals with disabilities are included in a Program of Projects,
    - (4) A Program of Projects in the preceding subsection 1.b(3) of this Group 16.A Certification is or will be submitted annually to FTA, and
    - (5) To the maximum extent feasible, the services funded by 49 U.S.C. 5310 will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
  - c. As required by 49 U.S.C. 5310(e)(2)(B), it certifies that if it allocates funds received under 49 U.S.C. 5310, to Subrecipients, it will have allocated those funds on a fair and equitable basis,
  - d. It will transfer a facility or equipment financed with funding appropriated or made available for a grant under 49 U.S.C. 5310, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, only if:

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- (1) The recipient possessing the facility or equipment consents to the transfer, and
  - (2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310,
- e. As required by 49 U.S.C. 5310(b)(2), it will use at least fifty-five (55) percent of the funds on capital Projects to meet the special needs of seniors and disabled, and
- f. The requirements of 49 U.S.C. 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities, authorized by 49 U.S.C. 5310, and
- 2. FTA has determined certain requirements of 49 U.S.C. 5307, to be appropriate for which some require Certifications; therefore, as specified under 49 U.S.C. 5307(c)(1), it certifies that:
  - a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
    - (1) Legal capacity,
    - (2) Financial capacity, and
    - (3) Technical capacity,
  - b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
  - c. It will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
  - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will, and will require each Subrecipient to comply with the:
    - (1) General Provisions of 49 U.S.C. 5323, and
    - (2) Third Party Contract Provisions of 49 U.S.C. 5325,
  - e. It has complied or will comply with, and will require each Subrecipient to comply with:
    - (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
    - (2) The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304, and
  - f. To the extent applicable, it will comply with, and require its Subrecipients to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **16.B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.**

*If your Applicant seeks FTA funding for its Project under the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.B apply to*

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*your Applicant, except as FTA determines otherwise in writing.*

1. The following Certifications for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
  - a. Each of your State Applicant's Subrecipients is:
    - (1) A private nonprofit organization, if the public transportation service that would undertake public transportation capital Project(s) planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
      - (a) Unavailable,
      - (b) Insufficient, or
      - (c) Inappropriate, or
    - (2) A State or local governmental authority that:
      - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
      - (b) Certifies that there are not any nonprofit organizations readily available in the area to provide public transportation capital Projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities,
  - b. The Projects your State Applicant has selected or will select for funding appropriated or made available for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
    - (1) Locally developed, and
    - (2) Coordinated,
  - c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
    - (1) Elderly individuals,
    - (2) Individuals with disabilities,
    - (3) Representatives of public, private, and nonprofit transportation providers,
    - (4) Representatives of human services providers, and
    - (5) Other members of the public,
  - d. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,
  - e. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources,
  - f. If your State Applicant transfers former 49 U.S.C. 5310 funds to another Project funded under 49 U.S.C. 5336 in accordance with former 49 U.S.C. 5310(b)(2),



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the Project for which the funds are requested has been coordinated with private nonprofit providers of service under former 49 U.S.C. 5310, and

- g. It will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,
- 2. The following Certifications for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1); therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
  - a. Your State Applicant and each of its Subrecipients have or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
    - (1) Legal capacity,
    - (2) Financial capacity, and
    - (3) Technical capacity,
  - b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
  - c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
  - d. When carrying out a procurement under former 49 U.S.C. 5310, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
    - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
    - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
    - (3) "Buy America" under 49 U.S.C. 5323(j),
    - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
    - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
    - (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
  - e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
  - f. Your State Applicant:
    - (1) Has or will have, and as necessary, will require each Subrecipient to have, the amount of funds required for the local share by former 49 U.S.C. 5310(c)(2),
    - (2) Will provide, and as necessary will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
    - (3) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds when needed,
  - g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
  - h. To the extent applicable, your State Applicant will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

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### 16.C. New Freedom Program.

*If your Applicant seeks FTA funding for its Project under the New Freedom Program, former 49 U.S.C. 5317, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.C apply to your Applicant, except as FTA determines otherwise in writing.*

1. Former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year requires the following Certification for the New Freedom Program; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It will make awards of New Freedom funding on a competitive basis after conducting:
    - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317(d)(1), or
    - (2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317(d)(2),
  - b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
  - c. It will comply with the following Project selection and planning requirements:
    - (1) The Projects it has selected or will select for funding appropriated or made available for that program were derived from a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated,
    - (2) That locally developed and coordinated plan was produced through a process that included:
      - (a) Representatives of public, private, and nonprofit transportation providers,
      - (b) Representatives of public, private, and nonprofit human services providers, and
      - (c) Participation by the public,
  - d. Before it transfers funds to a Project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:
    - (1) The funding to be transferred may be made available only to Projects eligible for funding appropriated or made available for former 49 U.S.C. 5317, and
    - (2) It will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded, and
  - e. The requirements of former 49 U.S.C. 5307 and 5310, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and
2. The following Certifications for the New Freedom Program are required by former 49 U.S.C. 5307(d)(1) and 5310; therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:

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- a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
  - (1) Legal capacity,
  - (2) Financial capacity, and
  - (3) Technical capacity,
- b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
- c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
- d. When carrying out a procurement under former 49 U.S.C. 5317, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
  - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
  - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
  - (3) "Buy America" under 49 U.S.C. 5323(j),
  - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
  - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
  - (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
- e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
- f. It:
  - (1) Has or will have, and as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g),
  - (2) Will provide, and as necessary will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
  - (3) Will provide, and as necessary will require each Subrecipient to provide, the local share funds when needed,
- g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
- h. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **GROUP 17. RURAL/OTHER THAN URBANIZED AREAS/APPALACHIAN DEVELOPMENT/OVER-THE-ROAD BUS ACCESSIBILITY PROGRAMS.**

*The Certifications in Group 17 are required for funding under:*

- 17.A. *The Formula Grants for Rural Areas Program financed with funding appropriated or made available for 49 U.S.C. 5311(b), as amended by MAP-21, (separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian*

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*Reservations Project financed with funding made available for 49 U.S.C. 5311(c)(1), as amended by MAP-21),*

- 17.B. The Formula Grants for Other Than Urbanized Areas Program financed with funding appropriated or made available for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, (separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a "Tribal Transit" Project financed with funding made available for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year),*
- 17.C. The Appalachian Development Public Transportation Assistance Program financed with funding appropriated or made available for 49 U.S.C. 5311(c)(2), as amended by MAP-21, and*
- 17.D. The Over-the-Road Bus Accessibility Program financed with funding appropriated or made available for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, except as superseded by MAP-21 cross-cutting requirements that apply.*

*Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 17, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.*

### **17.A. Formula Grants for Rural Areas Program.**

*If your Applicant seeks FTA funding for its Project under the Formula Grants for Rural Areas Program, 49 U.S.C. 5311, as amended by MAP-21, the Certifications in Group 17.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Rural Areas Formula Project authorized by 49 U.S.C. 5311(b). On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):

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- a. Legal capacity,
- b. Financial capacity, and
- c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program has provided for a fair distribution of Federal funding appropriated or made available for 49 U.S.C. 5311(b) within the State, including Indian reservations,
5. Its program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b) with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Rural Areas Program are included in:
  - a. The Statewide Transportation Improvement Program, and
  - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
  - a. Has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g),
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
  - a. The Recipient possessing the facility or equipment consents to the transfer, and
  - b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311, and
9. Each fiscal year:
  - a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities, including:
    - (1) Planning and marketing for intercity bus transportation,
    - (2) Capital grants for intercity bus facilities,
    - (3) Joint-use facilities,
    - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
    - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
  - b. It will provide to FTA a Certification from the Governor of the State that:
    - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
    - (2) The State's intercity bus service needs are being met adequately.

### **17.B. Formula Grants for Other Than Urbanized Areas Program.**

*If your Applicant seeks FTA funding for its Project under the Formula Grants for Other*

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*Than Urbanized Areas Program, former 49 U.S.C. 5311 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 17.B apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Formula Grants for Other Than Urbanized Areas Project authorized by former 49 U.S.C. 5311(b)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program required under former 49 U.S.C. 5311(b)(2) has provided for a fair distribution of Federal funding appropriated or made available for former 49 U.S.C. 5311(b) within the State, including Indian reservations,
5. Its State program required under former 49 U.S.C. 5311(b)(2) provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b) with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Other than Urbanized Areas Program are included in:
  - a. The Statewide Transportation Improvement Program, and
  - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
  - a. Has or will have the amount of funds required for the local share, as required by former 49 U.S.C. 5311(g),
  - b. Will provide the local share funds sources approved by FTA, and
  - c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
  - a. The Recipient possessing the facility or equipment consents to the transfer, and
  - b. The facility or equipment will continue to be used as required under former 49 U.S.C. 5311, and
9. Each fiscal year:
  - a. It will spend at least fifteen (15) percent of its former 49 U.S.C. 5311 funding available for that fiscal year to develop and support intercity bus transportation within the State with eligible activities, including:
    - (1) Planning and marketing for intercity bus transportation,
    - (2) Capital grants for intercity bus shelters,

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- (3) Joint-use stops and depots,
- (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
- (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
- b. It will provide to FTA a Certification from the Chief Executive Officer of the State that:
  - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
  - (2) The State's intercity bus service needs are being met adequately.

### **17.C. Appalachian Development Public Transportation Assistance Program.**

*If your Applicant seeks FTA funding for its Project under the Appalachian Development Public Transportation Assistance Program, 49 U.S.C. 5311(c)(2), the Certification in Group 17.C applies to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its funding made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. 5311(c)(2)(D), it may use the funding for a highway Project only after:

- 1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
- 2. It approves for such use in writing, and
- 3. In approving the use, it determines that local transit needs are being addressed.

### **17.D. Over-the-Road Bus Accessibility Program.**

*If your Applicant seeks FTA funding for its Project under the Over-the-Road Bus Accessibility Program, section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, the Assurances in Group 17.D apply to your Applicant, except as FTA determines otherwise in writing.*

Your Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the its Grant Agreement with FTA. It acknowledges that it is under a continuing obligation to comply with the terms and conditions of the Grant Agreement with FTA for its Project. It understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the Project.

It assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the Project, except as FTA determines otherwise in writing. Certifications and Assurances for funding to be awarded under this program in FY 2015

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are included in these FTA Certifications and Assurances for FY 2015. Each Applicant must submit Group 01 ("Required Certifications and Assurances for Each Applicant"). Each Applicant seeking more than \$100,000 in Federal funding must provide both Group 01, and Group 02, ("Lobbying").

### **GROUP 18. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).**

*The Certifications in Group 18 are required for funding under:*

- *The Public Transportation on Indian Reservations Formula Program, 49 U.S.C. 5311(c)(1), as amended by MAP-21, and*
- *The Public Transportation on Indian Reservations Discretionary Program, 49 U.S.C. 5311(c)(1).*

*Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 18, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 18 that does not apply will not be enforced.*

FTA has established terms and conditions for Tribal Transit Program grants financed with funding appropriated or made available for 49 U.S.C. 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. It will:
  - a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State



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- and Local Governments,” 49 CFR part 18, specifically 49 CFR 18.36, or
- b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations,
- 6. It will comply with Buy America under 49 U.S.C. 5323(j), and
- 7. It will comply with the Certifications, Assurances, and Agreements in:
  - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
  - b. Group 05.B (Bus Testing),
  - c. Group 06 (Demand Responsive Service),
  - d. Group 07 (Intelligent Transportation Systems), and
  - e. Group 10 (Alcohol and Controlled Substances Testing).

### GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAMS

*The Certifications in Group 19 are required for funding under:*

- 19.A. *The Low or No Emission Vehicle Deployment Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, and*
- 19.B. *The Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

*Before FTA may provide funding for your Applicant’s Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Certifications in Group 19, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 19 that does not apply will not be enforced.*

#### **19.A. Low or No Emission Vehicle Deployment.**

*If your Applicant seeks FTA funding for its Project under the Low or No Emission Vehicle Development Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, the Certifications and Assurances in Group 19.A apply to your Applicant, except as FTA determines otherwise in writing.*

Section 5312(d)(5)(C)(i) of title 49, United States Code requires the following Certifications for Low or No Emission Vehicle Deployment Program funding

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appropriated or made available for MAP-21; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under this Program, it will comply with the:
  - a. General Provisions of 49 U.S.C. 5323, and
  - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has:
  - a. Informed or will inform the public of the amounts of its funding available under this Program,
  - b. Developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
  - c. Published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
  - d. Provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
  - e. Assured or will assure that the proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. 5336 with federally-funded transportation services supported by other Federal Government sources,
  - f. Considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and

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- g. Made or will make the final list of Projects available to the public,
- 7. It:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
- 8. It will comply with:
  - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - b. The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
- 9. It has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation, and
- 10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### 19.B. Clean Fuels Grant Program.

*If your Applicant seeks FTA funding for its Project under the Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 crosscutting requirements that apply, the Certifications and Assurances in Group 19.B apply to your Applicant, except as FTA determines otherwise in writing.*

Former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply, requires the following Certifications for Clean Fuels Grant Program funding appropriated or made available for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

- 1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain the Project equipment and facilities adequately,
- 4. It will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving Project facilities or equipment supported under former 49 U.S.C. 5308:
  - a. Elderly individuals,
  - b. Individuals with disabilities,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

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5. When carrying out a procurement under former 49 U.S.C. 5308, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
  - a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
  - b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
  - c. "Buy America" under 49 U.S.C. 5323(j),
  - d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
  - e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
  - f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
8. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304,
9. It has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

## GROUP 20. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

*Before FTA may provide funding for your Applicant's Project under the Paul S. Sarbanes Transit in Parks Program, former 49 U.S.C. 5320, in effect in FY 2012 or a previous fiscal year for your Applicant's Project, except as superseded by MAP-21 requirements that apply, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 20, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications and Assurances in Group 20 that does not apply will not be enforced.*

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1. The following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It will consult with the appropriate Federal land management agency during the planning process, and
  - b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and
2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications; therefore, as specified under former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply, you certify that:
  - a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
    - (1) Legal capacity,
    - (2) Financial capacity, and
    - (3) Technical capacity,
  - b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
  - c. It will maintain the Project equipment and facilities adequately,
  - d. When carrying out a procurement under former 49 U.S.C. 5320, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
    - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
    - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
    - (3) "Buy America" under 49 U.S.C. 5323(j),
    - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
    - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
    - (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
  - e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
  - f. It has complied or will comply with the requirements of former 49 U.S.C. 5307(c), and specifically, it:
    - (1) Has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. 5320, and the Projects it proposes to undertake,
    - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, Projects to be financed,
    - (3) Has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
- (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
- (6) Has made or will make the final list of Projects available to the public,
- g. It:
  - (1) Has or will have the amount of funds required for the local share,
  - (2) Will provide the local share funds from sources approved by FTA, and
  - (3) Will provide the local share funds when needed,
- h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304, and
- i. It has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.

*Before FTA may provide funding for your Applicant's Project under the State Safety Oversight Grant Program, 49 U.S.C. 5329(e), as amended by MAP-21, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 21, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 21 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

- 1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain its Project equipment and facilities adequately,
- 4. When carrying out a procurement for its Project, it will comply with the:

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

- a. Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 49 CFR part 18,
  - b. General Provisions of 49 U.S.C. 5323, and
  - c. Third Party Contract Requirements of 49 U.S.C. 5325,
5. As required by 49 U.S.C. 5329(e)(6)(C), it:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds only from sources approved by FTA, and will not be met by:
    - (1) Any Federal funds,
    - (2) Any funds received from a public transportation agency, or
    - (3) Any revenues earned by a public transportation agency, and
  - c. Will provide the local share funds when needed,
6. It meets the applicable requirements of 49 CFR part 659, Rail Fixed Guideway Systems: State Safety Oversight, and
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. 5329(e) and is adequate to promote the purposes of 49 U.S.C. 5329.

### **GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.**

*Before FTA may provide funding for your Applicant's Project under the Public Transportation Emergency Relief Program, 49 U.S.C. 5324, as amended by MAP-21, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Assurance in Group 22, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Assurance in Group 22 that does not apply will not be enforced.*

As required by 49 U.S.C. 5324(d), on behalf of your Applicant, you assure that it will comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding appropriated or made available for the Public Transportation Emergency Relief Program.

### **GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.**

*Before FTA may provide funding for your Applicant's Project under the Expedited*

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

*Project Delivery Pilot Program, section 20008(b)(5)(D) of MAP-21, in addition to any other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certification in Group 23, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*To the extent that the Certification in Group 23 does not apply, it will not be enforced.*

On behalf of your Applicant, you certify that its existing public transportation system or the public transportation system that is the subject of the Project is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

### **GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.**

*The Certifications in Group 24 apply to the following programs:*

- 24.A. The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program, 23 U.S.C. 601-609, except as superseded by MAP-21 cross-cutting requirements that apply, and*
- 24.B. The State Infrastructure Banks (SIB) Program, 23 U.S.C. 610, except as superseded by MAP-21 cross-cutting requirements that apply.*

*Before FTA may provide credit assistance under TIFIA for your Applicant's Project or funding for your Applicant to deposit in a SIB, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 24, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.*



## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### 24.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

*If your Applicant seeks FTA funding for its Project under the TIFIA Program, the Certifications and Assurances in Group 24.A applies to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. 5323(o), that Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. 601 – 609.

1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on its behalf, you certify that:
  - a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
    - (1) Legal capacity,
    - (2) Financial capacity, and
    - (3) Technical capacity,
  - b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
  - c. It will maintain its Project equipment and facilities adequately,
  - d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
    - (1) A senior,
    - (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
  - e. When carrying out a TIFIA-funded procurement, it will comply with:
    - (1) 49 U.S.C. 5323, and
    - (2) 49 U.S.C. 5325,
  - f. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
    - (1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),
    - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
- (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
- (5) Has ensured or will ensure that the proposed Program of Projects provides for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and U.S. DOT under TIFIA with federally-funded transportation services supported by other Federal Government sources,
- (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
- (7) Has made or will make the final Program of Projects available to the public,
- g. It:
  - (1) Has or will have at least (twenty) 20 percent of the TIFIA net Project costs required for the local share,
  - (2) Will provide the local share funds from sources approved by FTA, and
  - (3) Will provide the local share funds when needed,
- h. It will comply with:
  - (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - (2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
- i. It has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation, and
- j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d),
- 2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest and any other financing costs incurred in connection with its Project that must be in compliance with those requirements unless:
  - a. It is eligible to receive Federal funding for those expenses, and
  - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
- 3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*),
- 4. The National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 5321 *et seq.*, and will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Project prior to obligation of funds, and
- 5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d), when required.

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### 24.B. State Infrastructure Banks (SIB) Program.

*If your Applicant is a State and seeks FTA funding under the SIB Program to deposit in its SIB, the Certifications and Assurances in Group 24.B applies to your State and its Project, except as FTA determines otherwise in writing.*

On behalf of the State organization serving as your Applicant for funding for its SIB Program, you certify and assure that:

1. It will comply with the following applicable Federal laws establishing the various SIB programs since 1995:
  - a. 23 U.S.C. 610, as amended by MAP-21,
  - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
  - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
  - d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. It will comply with or follow the Cooperative Agreement establishing the State's SIB program between:
  - a. It and FHWA, FRA, and FTA, or
  - b. It and FHWA and FTA,
3. It will comply with or follow the Grant Agreement that provides FTA funding for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
  - a. 23 U.S.C. 610, as amended by MAP-21,
  - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
  - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note,
  - d. Federal guidance pertaining to the SIB Program,
  - e. The Cooperative Agreement establishing the State's SIB Program, or
  - f. The Grant Agreement with FTA,
4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, as amended by MAP-21, apply to any Project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 609),
5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
  - a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those proposed Project(s):
    - (1) Legal capacity,
    - (2) Financial capacity, and
    - (3) Technical capacity,
  - b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
  - c. It will maintain its Project equipment and facilities adequately,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a SIB-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
  - (1) A senior,
  - (2) An individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - (3) An individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - (4) An individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- e. When carrying out a procurement under a SIB-financed Project, it will comply with the:
  - (1) General Provisions of 49 U.S.C. 5323, and
  - (2) Third Party Contract Provisions of 49 U.S.C. 5325,
- f. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
  - (1) Has made or will make available to the public information on amounts of its funding requested under the SIB program,
  - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
  - (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
  - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
  - (5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and the SIB Program with federally-funded transportation services supported by other Federal Government sources,
  - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
  - (7) Has made or will make the final Program of Projects available to the public,
- g. It:
  - (1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
  - (2) Will provide the local share funds from sources approved by FTA, and
  - (3) Will provide the local share funds when needed,

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

- h. It will comply with the:
  - (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - (2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
- i. It has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation, and
- j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d),
- 2. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest and any other financing costs incurred in connection with its Project unless:
  - a. It is eligible to receive Federal funding for those expenses, and
  - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and
- 3. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d).

Selection and Signature Page(s) follow.

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### FEDERAL FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Escambia County, Florida

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. XX

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).	_____
15.	Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program.	_____
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S. Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Grant Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE (Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

#### AFFIRMATION OF APPLICANT

Name of the Applicant: Escambia County, Florida

Name and Relationship of the Authorized Representative: Steven Barry, Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2015, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

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

Name Steven Barry, Chairman  
Authorized Representative of Applicant

ATTEST: Pam Childers  
Clerk of the Circuit Court

#### AFFIRMATION OF APPLICANT'S ATTORNEY Deputy Clerk

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature Kristin Hall, ACP

Date: 12/23/14

Name Alison Rogers  
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7514**                                      **County Administrator's Report**      **11. 6.**  
**BCC Regular Meeting**                      **Technical/Public Service Consent**  
**Meeting Date:**    01/22/2015  
**Issue:**                      Request for Reinstatement of Property  
**From:**                      Joy D. Blackmon, P.E., Department Director  
**Organization:**    Public Works  
**CAO Approval:**

---

### **RECOMMENDATION:**

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

That the Board approve the Request for Reinstatement of Property Form for the Public Works Department, indicating two items to be reinstated, both of which are described and listed on the Request Form, with reason for reinstatement stated.

### **BACKGROUND:**

The items, which were approved for disposition at the July 24, 2014, BCC meeting, and listed on the attached Request for Reinstatement of Property Form, have been determined to be necessary to the Corrections Department until they can be replaced. The Request Form has been signed by all applicable authorities.

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

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

N/A

### **IMPLEMENTATION/COORDINATION:**



Upon approval by the BCC, the property will be reinstated according to County Policy.

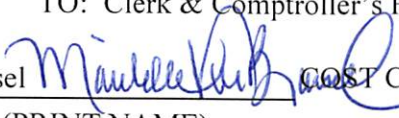
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### **Attachments**

Reinstatement of Property Form

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

DATE: 01/06/15 TO: Clerk & Comptroller's Finance Department  
FROM: Maribelle VanBrussel  COST CENTER NO: 9990 Surplus  
Property Custodian (PRINT NAME)

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

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON- DITION
1	60543	STEP VAN	1GBHP32R3T3316317		1996	FAIR
2	60544	STEP VAN	1GBHP32R6T3316263		1996	FAIR
		<b>PLEASE REINSTATE TO COST CENTER 290401</b>				

Need to utilize these vehicles until they can be replaced

Receiving Bureau: JAIL/DETENTION

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

Print Name

Conditions: Dispose to Charity-Unusable for BOCC  
Send for recycling-Unusable

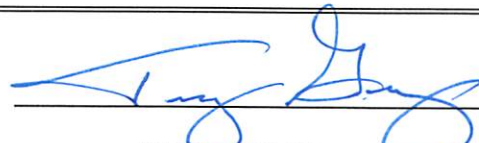
Computer is Ready for Disposition

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

Date: 1/6/2015

FROM: Escambia County Department Director (Signature)

Director (Print Name)

  
**TERRY GRAY**

**RECOMMENDATION:**

TO: Board of County Commissioners

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

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
Pam Childers/Clerk of the Circuit Court/Comptroller  
By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_  
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: CORRECTIONS

COST CENTER NO: 290401

MELISSA M. SNOW

DATE: 07/03/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa M. Snow

Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60543	CHEVROLET VAN	1GBHP32R3T3316317	CHEVROLET	1996	POOR
Y	60544	CHEVROLET VAN	1GBHP32R6T3316263	CHEVROLET	1996	POOR
Y	060546	FORD VAN	1FBJS31L6VHA10635	FORD	1997	FLOODED
Y						
Y						
Y						

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

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

Print Name

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

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

Computer is Ready for Disposition

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

Date: 07/03/2014

FROM: Escambia County Department Director (Signature): Gordon C. Pike

Director (Print Name):

Gordon C. Pike

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 7/24/2014

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

July 24, 2014  
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) Pam Childers

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

Date: 7/25/2014 Verified By: J. Casew



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7520**

**County Administrator's Report 11. 7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/22/2015

**Issue:** Memorandum of Agreement with Pensacola State College for Use of Perdido Key Community Center

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning a Memorandum of Agreement with Pensacola State College for Use of Perdido Key Community Center - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Agreement between Escambia County and the District Board of Trustees of Pensacola State College Florida, to utilize the non-leased portion of the Perdido Key Community Center for conducting various continuing education courses as part of their Recreation and Leisure Program, for a one-year term plus four successive one-year terms that automatically renew, with an effective date of January 22, 2015. The County will receive 25% of the gross fees collected per student/per class conducted.

[Funding: No additional expenditures anticipated for the execution of this agreement. Fees collected will be deposited into Escambia County Restricted Fund 101, Revenue Code 362006.)

### **BACKGROUND:**

Pensacola State College is a public educational institution serving the community and citizens of Escambia County. For their efforts in offering continuing education courses, it was determined that adding the Perdido Key Community Center would be beneficial for further outreach with their Recreation and Leisure Program.

The Perdido Key Community Center is located in the same building as the Perdido Key Visitors Information Center and the Perdido Key Chamber of Commerce. Outside of the lease agreement with those entities, the remainder of the complex

is available for rental use. Although most of the County's community centers are managed via license and management agreements with local neighborhood non-profit groups, the Perdido Key Community Center currently does not have such an agreement in place and is currently managed by the staff of the Department of Community Affairs.

**BUDGETARY IMPACT:**

No additional expenditures anticipated for the execution of this agreement. Fees collected will be deposited into Escambia County Restricted Fund 101, Revenue Code 362006.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney Office collaborated and prepared the Memorandum of Agreement, and it has been approved as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Per BCC policy, Board approval is required for execution of all such agreements.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs will continue to coordinate with Pensacola State College regarding the successful execution of this agreement.

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**Attachments**

Memorandum of Agreement with PSC

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MEMORANDUM OF AGREEMENT BETWEEN THE ESCAMBIA  
COUNTY BOARD OF COUNTY COMMISSIONERS AND THE DISTRICT  
BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the District Board of Trustees of Pensacola State College, Florida, a political subdivision of the State of Florida, whose administrative office address is Pensacola State College, 1000 College Boulevard, Pensacola, Florida 32504 (hereinafter referred to as the "College") (each being at times referred to as a "party").

**WITNESSETH:**

**WHEREAS**, the College serves the citizens of Escambia County as a public educational institution with a commitment to enhancing internal and external partnerships to further develop capabilities intended to serve students and the community; and

**WHEREAS**, in order to preserve and expand that mission, the College desires to offer various continuing education courses as part of its Recreation and Leisure Program; and

**WHEREAS**, the County is willing to allow the College to utilize a portion of the Perdido Key Community Center to conduct the continuing education courses subject to the terms provided herein; and

**WHEREAS**, the Board of County Commissioners has concluded that it is in the best interest of the health, safety and general welfare of the residents of Escambia County to enter into this Agreement with the College.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the College agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Subject to the terms and conditions provided herein, County agrees to allow the College to utilize a portion of the Perdido Key Community Center located at 15500 Perdido Key Drive, more particularly described in **Exhibit A**, attached hereto and incorporated herein, for the purpose of conducting various continuing education courses as part of the Pensacola State College Recreation and Leisure Program. The



scheduling of classes at the facility shall be subject to the prior approval of the County and may be denied at the County's sole discretion.

3. The College agrees to pay the County 25% of the gross fees collected per student/per class conducted at the facility no later than thirty (30) days after the last class meeting date. College shall submit payments along with an invoice reflecting the amount due and owing and the appropriate supporting documentation indicating the number of courses held at the facility, the number of students registered for each course, and the fees collected per student/per class. Payments shall be in the form of a check made payable to Escambia County.

4. The College agrees to the following:

- a) Coordinate facility use and scheduling of class times with the Escambia County Department of Community Affairs.
- b) Register all students for courses conducted at the facility.
- c) Collect all class fees.
- d) Determine if a sufficient number of students have registered for a course.
- e) Ensure that all instructors and students adhere to any rules applicable to the facility and leave the facility in the same condition as it was prior to the class meeting.
- f) Bear all costs to conduct the classes, including, but not limited to, compensating instructors and providing any necessary supplies, equipment, and materials.
- g) Provide County with a monthly report detailing the courses scheduled at the facility and the number of students registered for each course.

5. Upon approval of any proposed class schedule/location, the County shall:

- a) Provide adequate space and electricity to conduct such class or classes at the facility.
- b) Provide College with a Release of Liability to be executed by all students prior to the first class meeting.

6. Term and Termination: This Agreement shall commence upon the Effective Date and continue for a term of one (1) year, whereupon it shall automatically renew for four (4) successive one year (1) terms unless otherwise terminated as provided herein. This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

7. Indemnification: To the extent permitted by law and subject to the limitations set forth in §768.28, Florida Statutes, College agrees to hold harmless and indemnify the County, its employees, officials, representatives, agents, and volunteers from any and all claims, liabilities, expenses and causes of action including providing the County with a legal defense, resulting from the negligence or intentional wrongful acts of its employees, guests or students engaging in use of said County facility.

Nothing herein shall be construed to obligate either party to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the

amount(s) for which either party could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in that cited statute, nor will anything herein be read as increasing the liability of either party to any person or entity beyond those limits of liability for which either party could be held liable under that cited statute.

8. Insurance. During the term of this Agreement, the College shall be responsible for maintaining liability insurance coverage for the defense and satisfaction of claims as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by College, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The College is a qualified self-insurer pursuant to Florida Statutes for general liability and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the College. The College shall also be responsible for the defense and satisfaction of all claims under federal or state laws which are not limited by Florida sovereign immunity.

9. 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.

10. Assignment. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

11. All Prior Agreements Superseded:

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

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



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

13. **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.

14. **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 the subject of this Agreement shall be in the County of Escambia.

15. **Interpretation.** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the City 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 City 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.

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.

17. **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.

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

19. **Notices.** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

COUNTY:  
County Administrator  
221 Palafox Place  
Post Office Box 1591  
Pensacola, FL 32597

COLLEGE:  
President  
Pensacola State College  
1000 College Boulevard  
Pensacola, FL 32504

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20. Relationship of Parties. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the College.

**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: Kellie A. Holt  
Date: 7/7/15

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

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

(SEAL)

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

By: \_\_\_\_\_  
Steven Barry, Chairman

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

BCC APPROVED: \_\_\_\_\_

**COLLEGE:**  
**THE DISTRICT BOARD OF TRUSTEES OF  
PENSACOLA STATE COLLEGE, FLORIDA**,  
a political subdivision of the State of Florida

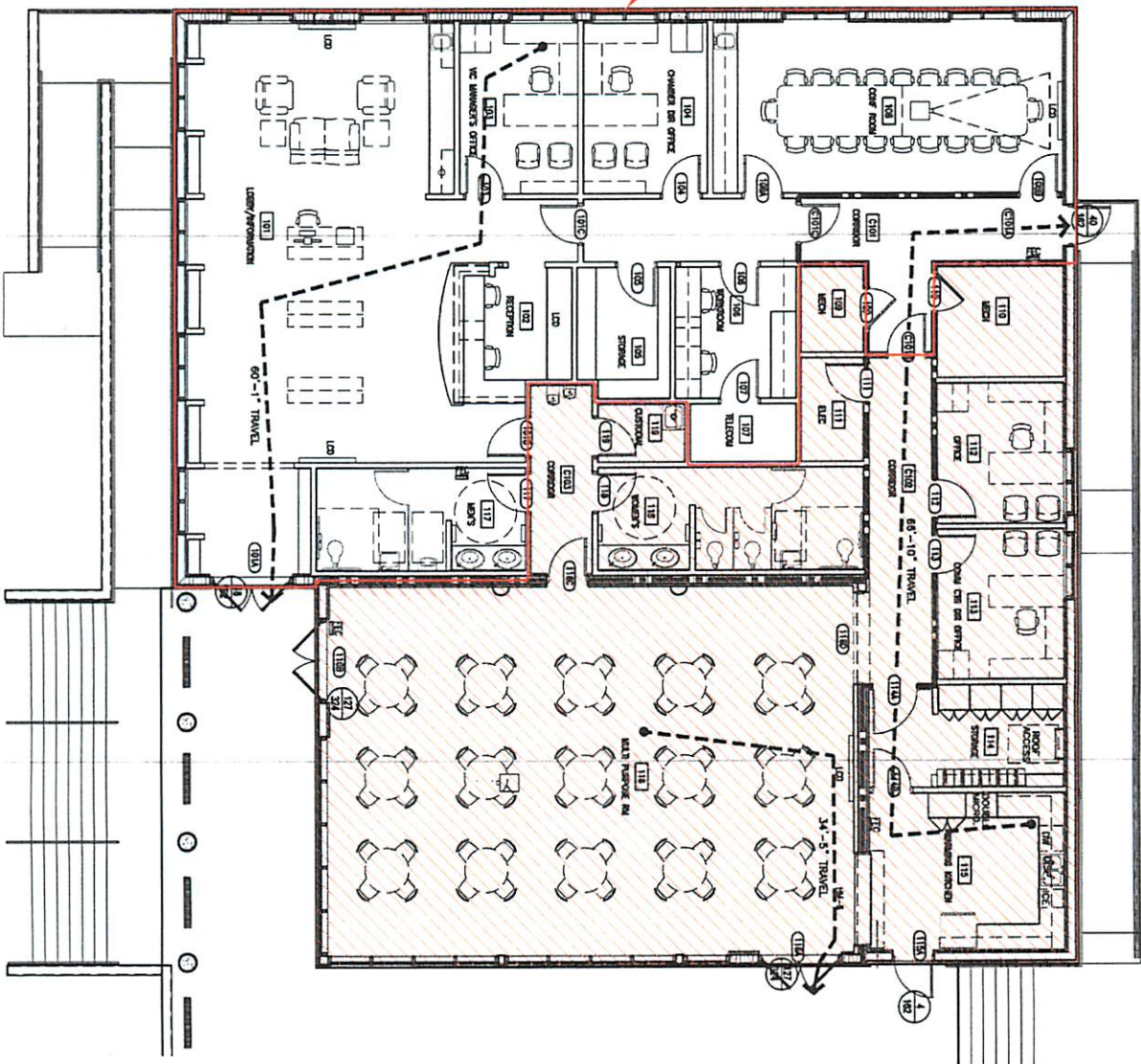
By: \_\_\_\_\_  
C. Edward Meadows, President

\_\_\_\_\_ day of \_\_\_\_\_, 2015

Approved as to Form:

By: \_\_\_\_\_  
Thomas J. Gilliam, Jr., General Counsel

VISITORS INFORMATION  
 1000000 P. 00 1000000 00 1  
 1000000 00 1000000 00 1



1 OF 1

LEASE  
 FLOOR PLAN

DRAWN BY:  
 BURKE PAGE  
 DATE: 10-10-13  
 DON'T PROJECT

ISSUE / REVISION DATES

Perdido Key Visitors Information, Chamber of Commerce  
 Lease Agreement Floor Plan  
 for the ESCAMBIA COUNTY  
 BOARD OF COUNTY COMMISSIONERS

SCALE



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7526**

**County Administrator's Report 11. 8.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/22/2015

**Issue:** Community Redevelopment Agency Meeting Minutes, November 17, 2014

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Community Redevelopment Agency Meeting Minutes for November 17, 2014 - Keith T. Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the November 17, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

#### **BACKGROUND:**

On November 17, 2014, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

#### **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

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

Legal consideration is not necessary for this recommendation.

#### **PERSONNEL:**

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

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

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

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

CRA Minutes 11/17/14

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**MINUTES**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**November 17, 2014**  
**8:32 a.m.**

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

**Present:** Steven Barry, Chair  
Wilson Robertson, Commissioner  
Lumon J. May, Commissioner

**Absent:** Grover C. Robinson, IV, Vice-chair  
Gene M. Valentino, Commissioner

**Staff Present:** Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Larry Newsom, Assistant County Administrator  
Clara Long, Division Manager  
Keith Wilkins, Department Director  
Melanie Johnson, Administrative Assistant

Call to Order. 8:32 a.m.

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

Proof of publication

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

Vote: 3 - 0

Other: Commissioner Gene Valentino (ABSENT)  
Commissioner Grover Robinson (ABSENT)

Motion made by Chair Steven Barry, Seconded by Commissioner Wilson Robertson

**Vote:** 3 - 0 - Unanimously

**I. Public Forum**

**II. Technical/Public Service**

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, November 17 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the November 17, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Chair Steven Barry, Seconded by Commissioner Wilson Robertson

**Vote:** 3 - 0 - Unanimously

2 Recommendation Concerning the Enterprise Zone Development Agency 2014 Annual Report - Keith Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) 2014 Annual Report.

Motion made by Chair Steven Barry, Seconded by Commissioner Wilson Robertson

**Vote:** 3 - 0 - Unanimously

3 Recommendation Concerning to Schedule and Advertise a Public Hearing to Adopt a Resolution creating Ensley Redevelopment Area- Keith Wilkins, Department Director

That the Board authorize to schedule and advertise a Public Hearing at 5:33 p.m., on Thursday, December 11, 2014, to consider adoption of a Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Ensley community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Ensley community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Ensley as a redevelopment area; and providing for an effective date.

Motion made by Commissioner Wilson Robertson, Seconded by Chair Steven Barry

**Vote:** 3 - 0 - Unanimously

4 Recommendation Concerning to Schedule and Advertise a Public Hearing to Adopt a Resolution creating Oakfield Redevelopment Area - Keith Wilkins, Department Director

That the Board authorize to schedule and advertise a Public Hearing at 5:34 p.m., on Thursday, December 11, 2014, to consider adoption of a Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Oakfield community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Oakfield community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Oakfield as a redevelopment area; and providing for an effective date.

Motion made by Chair Steven Barry, Seconded by Commissioner Wilson Robertson

**Vote:** 3 - 0 - Unanimously

### **III. Budget/Finance**

Motion made by Chair Steven Barry, Seconded by Vice-chair Grover C. Robinson, IV

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Cecil & Marita R. Ellis, the owners of residential property located at 2312 North "G" Street Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$4,559, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to install new windows, install central heating and air conditioning system, and electrical rewiring;
2. The Agreements between Escambia County CRA and Grace Watts, the owner of residential property located at 1221 El Paso Circle, Pensacola, Florida, in the Palafox Redevelopment District, each in the amount of \$2,525 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 220517, Object Code 58301, to install new windows;
3. The Agreements between Escambia County CRA and David W. Fichter, the owner of residential property located at 9 Brandywine Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$2,940, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install new roof;
4. The Agreements between Escambia County CRA and Evan L. Jr & Sheila J. Feltner, the owners of residential property located at 5 Audusson Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$2,668 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install new roof and windows;
5. The Agreements between Escambia County CRA and John A. Phillips, the owner of residential property located at 25 Audusson Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,700 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install new roof;
6. The Agreements between Escambia County CRA and Clark Lunt, the owner of residential property located at 4 Rowland Court A, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$2,401, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new roof; and

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

Motion made by Chair Steven Barry, Seconded by Commissioner Wilson Robertson

**Vote:** 3 - 0 - Unanimously

2 Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements:

A. Approve the Commercial Facade Grant Program Funding and Lien Agreements between Escambia County CRA and Ball Bushing Warehouse, LLC, the owner of commercial property located at 3825 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$6,800, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, to install new masonry, exterior painting, and install new windows; and



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

Motion made by Chair Steven Barry, Seconded by Commissioner Wilson Robertson

**Vote:** 3 - 0 - Unanimously

3 Recommendation Concerning the Cancellation of thirteen Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellation of thirteen Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
Kara Love	201 Donald Drive	\$1,262
Thanh-Ha T. Tran	104 Marine Drive	\$974
Terrence K. Denny	119 Milton Road	\$1,962
Edward A. Scheper III	22 Ruberia Avenue	\$1,842
Patrick D. Pinney	126 Rue Max Street	\$1,187
Emily Sahlin	1311 Poppy Avenue	\$897
C Jane Knowles	302 Jamison Street	\$3,200
Caramia Rosado	11 Aster Street	\$1,207
Karen M. Lynn	300 1/2 Jamison Street	\$1,150
Daniel J. Hammer	209 Henry Street	\$1,275
Gloria J. McCluskey	15 Milton Road	\$1,900
Lisa Jones	1402 Wisteria Avenue	\$1,000
Edward R. Rankin	1280 Mahogany Mill Road #7	\$1,140

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

Motion made by Chair Steven Barry, Seconded by Commissioner Wilson Robertson

**Vote:** 3 - 0 - Unanimously

4 Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 110 Highway 29 - Keith Wilkins, Community and Environment Department Director

That the Board take the following action concerning the Commercial Sign Grant Program Funding Agreement for the property located at 110 Highway 29:

A. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Tim Daniel, owner of commercial property located at 110 Highway 29, Pensacola, Florida, in the Cantonment Redevelopment District, in the amount of \$2,000, representing an in-kind match through the Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, to install new signs; and

B. Authorizing the Chairman to sign the Funding Agreement and any related documents necessary to

implement this Grant award.

Motion made by Chair Steven Barry, Seconded by Commissioner Wilson Robertson

**Vote:** 3 - 0 - Unanimously

5 Recommendation Concerning the 2014 Neighborhood Renewal Initiative Mini-Grant Agreement with Cantonment Improvement Committee, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with Cantonment Improvement Committee, Inc.:

A. Award a Neighborhood Renewal Initiative Mini-Grant Agreement, known as the "No Dumping" Road Signs Project, in the maximum amount of \$500, for specific benefit of the Cantonment Improvement Committee, Inc. (CIC). The funds will assist the CIC Group with costs and installation of "No Dumping" Road Signs for their community, located on Taylor Street and Hicks Street, in the Cantonment Redevelopment District; and

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

[Funding: Fund 129, 2011 CDBG, Cost Center 220439]

Motion made by Commissioner Wilson Robertson, Seconded by Chair Steven Barry

**Vote:** 3 - 0 - Unanimously

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

That the Board take the following action concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following cancellation of a Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the Grant requirements:

Property Owner's Name	Address	Lien Amount
Family Practice Clinic, Inc	2102 West Town Street	\$10,000
Kerr Treehouse Day Care	3912 Barrancas Avenue	\$10,000

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

Motion made by Chair Steven Barry, Seconded by Commissioner Wilson Robertson

**Vote:** 3 - 0 - Unanimously

7 Recommendation Concerning a Locally Funded Agreement to support the Installation of Conduit, Anchor Bolts, and Pull Boxes on CR292A Sunset Avenue Bayou Grande Bridge, Bridge No. 484245 (Project#430003-1-52-03)- Keith Wilkins, Department Director

That the Board take the following action concerning the Installation of Conduit, Anchor Bolts, and Pull Boxes (for future light poles) and Class 5 Finish Surface on CR292A Sunset Avenue Bayou Grande Bridge, Bridge No. 484245 (Project#430003-1-52-03) in Escambia County:

A. Adopt the Resolution supporting the installation of conduit, anchor bolts, and pull boxes (for future light poles) and Class 5 Finish Surface on CR292A Sunset Avenue Bayou Grande Bridge, Bridge No. 484245 (Project#430003-1-52-03);

B. Approve the Locally Funded Agreement (LFA) between the State of Florida Department of Transportation (FDOT) and Escambia County, Project #430003-1-52-03; and

C. Authorize the Chairman to sign the Resolution and Local Funding Agreement.

[Funding Source: Fund 151, CRA Warrington Tax Increment Financing (TIF), Cost Center 220516]

Motion made by Chair Steven Barry, Seconded by Commissioner Wilson Robertson

**Vote:** 3 - 0 - Unanimously

#### **IV. Discussion/Information Items**

Adjournment.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7548**

**County Administrator's Report 11. 9.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/22/2015

**Issue:** Appointment to the Northwest Florida Regional Transportation Planning Organization

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning an Appointment to the Northwest Florida Regional Transportation Planning Organization - Jack R. Brown, County Administrator

That the Board acknowledge, for the Official Record, the appointment by the Florida-Alabama Transportation Planning Organization of Commissioner Doug Underhill to the Northwest Florida Regional Transportation Planning Organization, to fill the seat vacated by Commissioner Valentino, effective December 10, 2014, through the term of Commissioner Underhill's elected office (2018).

### **BACKGROUND:**

Per the the Florida-Alabama Transportation Planning Organization (TPO) Memorandum dated December 16, 2014, the TPO voted at their December 10, 2014, Meeting to appoint Commissioner Doug Underhill to the Northwest Florida Regional Transportation Planning Organization to fill the seat vacated by Commissioner Valentino. The term of office is four years; appointees may serve multiple terms.

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Florida-Alabama TPO Memorandum

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# Florida-Alabama



## Transportation Planning Organization

Charles Bare  
Chairman

Jayer Williamson  
Vice Chairman

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

### MEMORANDUM

**DATE:** December 16, 2014

**TO:** Mr. Jim DeVries, Mr. Bryant Paulk, Ms. Christy Johnson, FDOT Urban Office

**COPIES TO:** TPO, TCC, CAC and BPAC Members

**FROM:** Mary Beth Washnock, TPO Coordinator  
Brian Youpatoff, TPO Coordinator

**RE:** TPO Actions Report

The following items were discussed and acted upon by the Florida-Alabama Transportation Planning Organization (TPO) at the December 10, 2014 meeting. The TPO requests the Florida Department of Transportation (FDOT) to share this report with the appropriate department directors and to take action if requested by the TPO. Copies are sent to local government representatives for coordination with local comprehensive plans.

### TRANSPORTATION IMPROVEMENT PROGRAM/PROJECT PRIORITIES/FDOT WORK PROGRAM

The TPO approved Resolution FL-AL 14-39 to accept the FDOT FY2016-2020 Tentative Five-Year Work Program to include the submitted requests from Escambia County and the City of Pensacola. These requests are outlined in the letter to Secretary Barfield dated December 4<sup>th</sup> from Escambia County and the e-mail to TPO and FDOT staff dated December 5<sup>th</sup> from the City of Pensacola. The acceptance of the work program reflects the coordination that has occurred between the TPO and FDOT in the development of the Five-Year Work Program and funding of TPO Priorities.

The TPO approved Resolution FL-AL 14-40 to amend the FY 2015-2019 Transportation Improvement Program to add the City of Pensacola Ferry Landing Project. The amendment of the TIP for this project ensures that FDOT can authorize funding.

The TPO approved Resolution FL-AL 14-38 to amend the FY2016-2020 Project Priorities for the Pensacola International Airport. This amendment allows the Pensacola International Airport to implement the projects identified with the funding amount as requested.

The TPO voted to merge the Citizens' Advisory Committee (CAC) and the Bicycle Pedestrian Advisory Committee (BPAC). They also voted to have all meetings on the 2nd Wednesday of the month where appropriate. The TPO specified that they would like the Technical Coordinating Committee to meet first, the CAC to meeting second and the TPO to meet in the afternoon.

The TPO approved an application for Mr. Ralph Agnew to serve on the CAC. Mr. Agnew meets all the qualifications for CAC membership.



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

### **OTHER ACTIONS**

The TPO approved Resolution FL-AL 14-44 to support ALDOT's ongoing efforts to address local and interstate traffic needs in a manner sensitive to commercial and maritime concerns, while also addressing safety and environmental issues, and urging a reasoned, but speedy decision as to the location of the proposed bridge. This action demonstrates regional collaboration and support for a facility in a neighboring MPO.

### **TRANSPORTATION DISADVANTAGED/ PUBLIC TRANSPORTATION**

The TPO approved Resolutions FL-AL 14-41 and FL-AL 14-43 to endorse the Escambia County and Santa Rosa County Transportation Disadvantaged Service Plan (TDSP) 2014 updates. This is recommended in order to be in compliance with Rule 41-2.009 paragraph (4), which reads "The MPO shall develop and annually update a Transportation Disadvantaged Service Plan."

The TPO approved Resolution FL-AL 14-37 authorizing the Chairman to sign a Notice to Proceed for the Regional Transit Authority Feasibility Study. This action fulfills Unified Planning Work Program (UPWP) Task C.6 and implements Goal 7 of the Escambia County Transit Development Plan (TDP.)

### **TPO ADMINISTRATION**

The TPO approved Resolution FL-AL 14-43 recognizing Mr. James "Jim" DeVries for his distinguished service.

The TPO approved Resolution FL-AL 14-45 to approve the agreement for professional staff services by and between the West Florida Regional Planning Council and the FL-AL TPO for the Pensacola FL-AL Urbanized area. This agreement outlines the responsibilities of the WFRPC staff in maintaining and carrying out the administrative and technical support for the transportation planning process for the TPO.

The TPO elected Commissioner Jayer Williamson, Santa Rosa County, to fill the Vice-Chair vacancy from January 2015 - June 2015. This election was due to the retirement of Mayor Beverly Zimmern, City of Gulf Breeze.



The TPO appointed the following members to fill vacancies on the Northwest Florida Regional Transportation Planning Organization (NWFRTPO):

- Escambia - Commissioner Doug Underhill
- Santa Rosa - Commissioner Jayer Williamson
- Santa Rosa - Mayor Matt Dannheisser (Mayor-elect)

The TPO appointed Councilman Charles Bare to serve as the Metropolitan Planning Advisory Council (MPOAC) member for 2015 with Commissioner Jayer Williamson as the alternate.

The TPO appointed Councilman Charles Bare to attend the MPOAC Institute in 2015. Commissioner Jayer Williamson will be the alternate



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7552**                                      **County Administrator's Report**      **11. 10.**  
**BCC Regular Meeting**                      **Technical/Public Service Consent**  
**Meeting Date:**    01/22/2015  
**Issue:**                      Acceptance of Conservation Easement  
**From:**                      Joy D. Blackmon, P.E., Department Director  
**Organization:**    Public Works  
**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Conservation Easement In and Over the Property Situated Along Old River and River Road in the Perdido Key Community - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Conservation Easement in and over the property situated along Old River and River Road in the Perdido Key Community:

- A. Accept the donation of the Conservation Easement from Ono River, LLC, in and over the property situated along Old River and River Road; and
- B. Authorize the Chairman or Vice Chairman to execute the Conservation Easement, subject to legal review and sign off.

[Funding: No budgetary impact]

### **BACKGROUND:**

On October 29, 2014, the Development Review Committee reviewed and approved, at the owner's request, a subdivision of two lots of record on a 3.19 acre site, to create four residential lots.

LDC Section 7.13.03 (F) requires the dedication of a Conservation Easement as a condition of development within environmentally-sensitive lands governed by federal, state and local regulations.

The current site is zoned R2-PK. Future Land use of the property is MU-PK. Stormwater management will be addressed individually for the four residential lots per the approved subdivision plan. No impacts to wetlands are proposed.



**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is consistent with previous practices of the County Attorney's Office. The Conservation Easement will be approved, as to form and legal sufficiency, by the County Attorney's Office.

**PERSONNEL:**

Work to be accomplished in-house - no additional staff required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

LDC Section 7.13.03 (F) requires the dedication of a Conservation Easement as a condition of development within environmentally-sensitive lands governed by federal, state and local regulations.

**IMPLEMENTATION/COORDINATION:**

Upon approval, the Chairman or the Vice-Chairman will need to sign the Conservation Easement, which will then be transmitted to the Clerk of the Court's Office for recording in the Public Records of Escambia County, Florida.

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**Attachments**

Conservation Easement

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Prepared by:

Tom Hammond  
Hammond Engineering  
3802 N "S" Street  
Pensacola, FL 32505

CONSERVATION EASEMENT  
(Limited Liability Company)

THIS GRANT OF A CONSERVATION EASEMENT made this 12<sup>th</sup> day of January, 2015 by and between Ono River LLC, a limited liability company organized under the laws of the State of , whose mailing address is 106 Stone Blvd, Cantonment, FL 32533 ("Grantor," which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee's successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.
2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation Easement.

3. Except for the construction of single family piers and boardwalks to access waters of the State, the following activities are prohibited on the Property:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other vegetation, with the exception of nuisance and exotic plant species as may be required by Grantee.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.
- e. Surface use except for purposes that permit wetlands or water areas to remain predominantly in their natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- g. Acts or uses detrimental to such retention of land or water areas.
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.
- i.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Ono River LLC  
(name of limited liability company)

Witness

Print Name  
(signature)

Witness

Print Name

By:

(Signature)

Cody Rawson

(printed name)

Member

(select one title:

Manager/Member/Managing Member)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day of January '2015, by as (select one title: Manager/Member/Managing Member) of Ono River LLC. He/She ( X ) is personally known to me, or ( ) produced current \_\_\_\_\_ as identification.



R. SIEG  
MY COMMISSION # EE 146400  
EXPIRES: December 1, 2015  
Bonded Thru Budget Notary Services

(Notary Seal)

R. Sieg  
Signature of Notary Public

Ryan Sieg  
Printed Name of Notary Public

ACCEPTANCE

This Conservation Easement was accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(Seal)

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

CONSERVATION EASEMENT "A" DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERN MOST CORNER OF LOT 150, GULF BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 48 DEGREES 02 MINUTES 22 SECONDS WEST ALONG THE WESTERN LINE OF SAID LOT 150 FOR A DISTANCE OF 308.04 FEET TO A POINT; THENCE CONTINUE NORTH 48 DEGREES 02 MINUTES 22 SECONDS WEST ALONG SAID WESTERN LINE FOR A DISTANCE OF 20.00 FEET TO THE MEAN HIGH WATER LINE OF OLD RIVER (MEAN HIGH WATER LINE ELEVATION= 0.71' NAVD88); THENCE GO NORTH 43 DEGREES 20 MINUTES 15 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 39.70 FEET; THENCE GO NORTH 36 DEGREES 58 MINUTES 56 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 166.85 FEET; THENCE GO NORTH 27 DEGREES 54 MINUTES 44 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 35.14 FEET; THENCE CONTINUE NORTH 27 DEGREES 54 MINUTES 44 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 70.42 FEET; THENCE GO NORTH 35 DEGREES 27 MINUTES 45 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 11.77 FEET; THENCE CONTINUE NORTH 35 DEGREES 27 MINUTES 45 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 80.52 FEET TO AN INTERSECTION WITH THE EASTERN LINE OF LOT 148, OF SAID GULF BEACH SUBDIVISION; THENCE GO SOUTH 48 DEGREES 02 MINUTES 22 SECONDS EAST ALONG SAID EASTERN LINE OF LOT 148 FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE CONTINUE SOUTH 48 DEGREES 02 MINUTES 22 SECONDS EAST ALONG SAID EASTERN LINE OF LOT 149 FOR A DISTANCE OF 357.63 FEET TO THE EASTERN MOST CORNER OF SAID LOT 149; THENCE GO SOUTH 41 DEGREES 57 MINUTES 38 SECONDS WEST ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF RIVER ROAD (66' R/W) FOR A DISTANCE OF 32.36 FEET; THENCE GO NORTH 60 DEGREES 06 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 50.64 FEET; THENCE GO NORTH 32 DEGREES 04 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 79.90 FEET; THENCE GO NORTH 40 DEGREES 01 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 30.43 FEET; THENCE GO NORTH 54 DEGREES 55 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 45.54 FEET; THENCE GO SOUTH 40 DEGREES 15 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 53.54 FEET; THENCE GO SOUTH 47 DEGREES 30 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 33.05 FEET; THENCE GO SOUTH 52 DEGREES 30 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 46.50 FEET; THENCE GO SOUTH 66 DEGREES 32 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 40.13 FEET; THENCE GO NORTH 87 DEGREES 28 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 23.24 FEET; THENCE GO NORTH 48 DEGREES 02 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 75.33 FEET; THENCE GO SOUTH 41 DEGREES 57 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 21.74 FEET; THENCE GO SOUTH 46 DEGREES 00 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 40.36 FEET; THENCE GO SOUTH 18 DEGREES 43 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 30.03 FEET; THENCE GO SOUTH 36 DEGREES 52 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 22.31 FEET; THENCE GO SOUTH 44 DEGREES 44 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 36.23 FEET; THENCE GO SOUTH 47 DEGREES 44 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 31.66 FEET; THENCE GO SOUTH 48 DEGREES 19 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 33.24 FEET; THENCE GO NORTH 65 DEGREES 32 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 23.03 FEET; THENCE GO SOUTH 66 DEGREES 44 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 80.00 FEET; THENCE GO SOUTH 34 DEGREES 49 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 66.58 FEET; THENCE GO SOUTH 45 DEGREES 50 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 42.72 FEET; THENCE GO SOUTH 25 DEGREES 43 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 18.67 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF RIVER ROAD; THENCE GO SOUTH 41 DEGREES 57 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 103.50 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 1.78 ACRES MORE OR LESS.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

CONSERVATION EASEMENT "B" DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERN MOST CORNER OF LOT 150, GULF BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 4 AT PAGE 52 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 41 DEGREES 57 MINUTES 38 SECONDS EAST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF RIVER ROAD (66' R/W) FOR A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 48 DEGREES 02 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 100.17 FEET; THENCE GO NORTH 40 DEGREES 45 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 54.71 FEET; THENCE GO SOUTH 80 DEGREES 32 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 40.93 FEET; THENCE GO SOUTH 38 DEGREES 33 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 67.72 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF RIVER ROAD; THENCE GO SOUTH 41 DEGREES 57 MINUTES 38 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 65.53 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.16 ACRES MORE OR LESS.

SCALE: 1"=100'

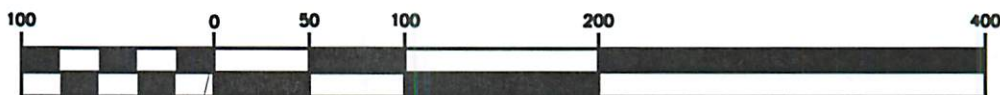


**NORTHWEST FLORIDA LAND SURVEYING, INC.**  
A PROFESSIONAL SERVICE ORGANIZATION

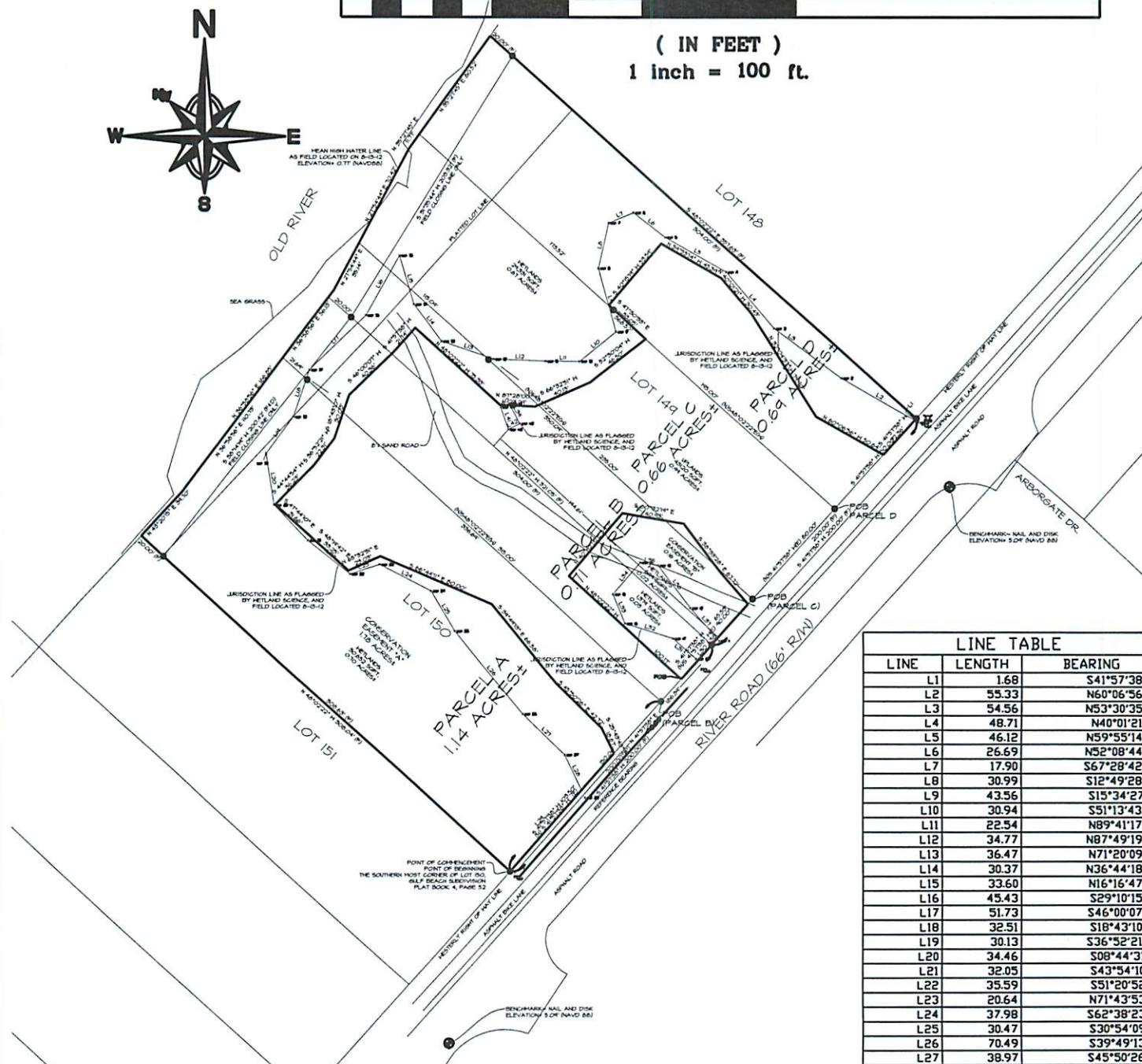
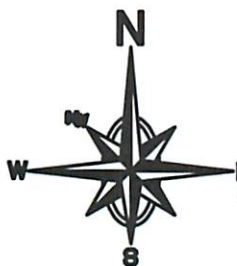
7142 BELGIUM CIRCLE  
Pensacola, FL 32528  
(850) 432-1052



## GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



**NORTHWEST FLORIDA LAND SURVEYING, INC.**  
7142 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32526

*Fred R. Thompson* 10/28/14  
**FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR**  
REGISTRATION NUMBER 3027 CORP. NUMBER 7277  
STATE OF FLORIDA

SCALE: 1"=100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.68	S41°57'38"V
L2	55.33	N60°06'56"V
L3	54.56	N53°30'35"V
L4	48.71	N40°01'21"V
L5	46.12	N59°55'14"V
L6	26.69	N52°08'44"V
L7	17.90	S67°28'42"V
L8	30.99	S12°49'28"V
L9	43.56	S15°34'27"E
L10	30.94	S51°13'43"V
L11	22.54	N89°41'17"V
L12	34.77	N87°49'19"V
L13	36.47	N71°20'09"V
L14	30.37	N36°44'18"V
L15	33.60	N16°16'47"V
L16	45.43	S29°10'15"V
L17	51.73	S46°00'07"V
L18	32.51	S18°43'10"V
L19	30.13	S36°52'21"V
L20	34.46	S08°44'31"E
L21	32.05	S43°54'10"E
L22	35.59	S51°20'52"E
L23	20.64	N71°43'53"E
L24	37.98	S62°38'23"E
L25	30.47	S30°54'09"E
L26	70.49	S39°49'13"E
L27	38.97	S45°50'26"E
L28	25.66	S25°43'43"E
L29	71.07	S41°57'38"V
L30	13.61	S41°57'38"V
L31	21.46	N49°04'52"V
L32	33.32	N73°04'40"V
L33	20.75	N22°39'45"V
L34	27.68	N40°45'11"E
L35	12.11	S80°32'19"E
L36	35.05	S37°05'58"E
L37	26.51	S41°36'13"E
L38	5.34	S41°57'38"V
L39	15.01	N28°22'16"V
L40	6.05	S65°42'00"V
L41	15.49	S19°10'04"E
L42	8.51	N62°41'04"E



**NORTHWEST FLORIDA LAND SURVEYING, INC.**  
A PROFESSIONAL SERVICE ORGANIZATION

7142 BELGIUM CIRCLE  
Pensacola, FL 32526  
(850) 432-1052



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7557**                                      **County Administrator's Report**      **11. 11.**  
**BCC Regular Meeting**                                      **Technical/Public Service Consent**  
**Meeting Date:**    01/22/2015  
**Issue:**                      Escambia County Disability Awareness Committee Appointee  
**From:**                      Doug Underhill, Commissioner  
**Organization:**    Board of County Commissioners  
**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning an Appointment to the Escambia County Disability Awareness Committee - Commissioner Doug Underhill, District 2

That the Board appoint Sylvia E. Tisdale as Commissioner Doug Underhill's appointee on the Escambia County Disability Awareness Committee, effective January 22, 2015, and running concurrently with Commissioner Underhill's term of office (November 2018) or at his discretion.

### **BACKGROUND:**

At the Special Installation and Reorganization Meeting, held on November 18, 2014, Commissioner Underhill did not appoint someone to the Escambia County Disability Awareness Committee.

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

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



In accordance with Section 1, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Sylvia E. Tisdale Resume

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**6250 COLLEGE BLVD., PENSACOLA FLORIDA 32504  
(850)572-5761 SYLVIATISDALE@AOL.COM**

## **SYLVIA E. TISDALE/RESUME**

### **PERSONAL INFORMATION**

- **Born in Kingstree South Carolina, October 25, 1951**
- **Mother of 3, Pamela, Ruth and Joshua Tisdale**

### **SUMMARY OF QUALIFICATIONS**

- **Self-motivator with proven ability to engage and inspire others**
- **Over 29 years of experience at the Social Security Administration as claims representative and Supervisor**
- **10 years Associate Pastor**
- **7 years Sr. Pastor**
- **Established and maintained various ministry organization including churches, soup kitchens, homeless, senior citizen, and charitable events**
- **Ability to organize groups to accomplish specific goals and agendas**

### **EMPLOYMENT**

- **Sr. Pastor, Epps Christian Center, August 2003 –Present**
- **Associate Pastor, Agape Temple Church, June 1992 –April 2002**
- **Sales Associate WRNE Radio, April 2002- April 2005**
- **Administrative Adult Foster Care, August 1999 – August 2009**
- **Social Security Administration August 1973 – June 2002**

### **Organizations**

- **President/Founder of Christian Women Interdenominational Ministries**
- **Chairman of the Board of Directors, Pensacola Human Relations Commission**
- **Member Englewood Neighborhood Association**
- **President/Founder Epps Christian Center**
- **Board of Directors, Revelations Christian Ministries**

### **EDUCATION**

**Bachelor of Science in Mathematics**

**Benedict College, Columbia, SC**

### **CERTIFICATIONS**

**Ordained Minister United Christian Church Ministries**



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7558**

**County Administrator's Report 11. 12.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/22/2015

**Issue:** Escambia County Mass Transit Advisory Committee Appointee

**From:** Doug Underhill, Commissioner

**Organization:** Board of County Commissioners

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning an Appointment to the Escambia County Mass Transit Advisory Committee - Commissioner Doug Underhill, District 2

That the Board appoint Charles Thornton as Commissioner Doug Underhill's appointee on the Escambia County Mass Transit Advisory Committee, effective January 22, 2015, and running concurrently with Commissioner Underhill's term of office (November 2018) or at his discretion.

**[RESUME TO BE DISTRIBUTED UNDER SEPARATE COVER]**

### **BACKGROUND:**

At the Special Installation and Reorganization Meeting, held on November 18, 2014, Commissioner Underhill did not appoint someone to the Escambia County Mass Transit Advisory Committee.

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

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

In accordance with Section 1, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7076**

**County Administrator's Report 11. 1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Special Needs Housing for Persons with Developmental Disabilities 2015 SHIP Agreement with ARC Gateway, Inc.

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Special Needs Housing for Persons with Developmental Disabilities Agreement with ARC Gateway, Inc. - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Special Needs Housing for Persons with Developmental Disabilities Agreement with ARC Gateway, Inc. (ARC), in compliance with targeting provisions stipulated in the 2015 State Housing Initiatives Partnership (SHIP) Program:

A. Approve an Agreement with ARC Gateway, Inc. (ARC), committing a maximum of \$289,339 in SHIP Program funds to assist with development of a new six bedroom group home which will allow ARC to provide housing and supportive services for approximately six persons with developmental disabilities;

B. Acknowledge, for the Official Record, that the property on which the group home facility is to be developed will be operated by ARC but will be owned by Pollak Rehabilitation Center, Inc., a wholly owned subsidiary of ARC; and

C. Authorize the Chairman or Vice Chairman to execute the Agreement and the County Administrator to execute other Project-related documents, as may be required, to complete the Project.

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

#### **BACKGROUND:**

The Board approved the 2014-2016 Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan on April 2, 2013, stipulating housing development strategies and projected funding allocations (see **Exhibit I** for Board resume). During the 2014 session, the Legislature placed targeting requirements upon the use of 2015 SHIP funds, including a 20% set-aside for special needs projects with highest priority being for projects that specifically assist with construction or rehabilitation of housing to enhance the independence and quality of life for persons with developmental disabilities.

A public notice of availability of SHIP funds for this targeted purpose was advertised in the *Pensacola News Journal* on August 2, 2014 (see **Exhibit II** for notice) per requirements of Florida Housing Finance Corporation (FHFC), soliciting proposals from agencies meeting the threshold requirements for the fund allocation. ARC Gateway, Inc. (ARC), a long-standing non-profit provider of housing and services for persons with developmental disabilities in the local community, was the only respondent to the advertisement. ARC submitted a proposal to utilize \$289,339 in SHIP funds to acquire property and construct a six bedroom group home on the development site located at 3480 Arizona Avenue (Property Reference #161S290550120008). The facility will provide ARC managed independent living with supportive services for approximately six persons with developmental disabilities. The formal Agreement required to implement the SHIP assisted new construction project has been prepared and is submitted for approval by the Board (see **Exhibit III** for the Agreement). Stable, accessible housing, with appropriate supportive services through a properly licensed agency such as ARC, is extremely critical to the long-term quality of life and employability of persons with developmental disabilities.

Though operation and services for residents will be provided by ARC, title to the property will be held by Pollak Rehabilitation Center, Inc., a subsidiary of ARC. A deed restriction will be filed on the property which: (a) restricts the use of the group home for a minimum affordability period of 15 years; and (b) provides that, if ARC/Pollak ceases to utilize the group home for this specified purpose during the subject period, the SHIP funds shall become due and repayable to the Escambia/Pensacola SHIP Affordable Housing Trust Fund, unless a mutually agreed upon alternate use is approved by the County. These restrictions ensure the utilization of the units meet applicable SHIP Program requirements.

#### **BUDGETARY IMPACT:**

Funds to support this Agreement are budgeted in County FY 2015 in Fund 120/SHIP, Cost Center 220445.

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

The Agreement (included in **Exhibit III**) has been reviewed and approved by Kristin Hual, Assistant County Attorney. ARC has also reviewed and approved the subject document.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Agreement must be approved by the Board and executed by the parties in order for the project to proceed. This project directly supports provisions of the Board and FHFC approved Escambia/Pensacola SHIP Local Housing Assistance Plan.

**IMPLEMENTATION/COORDINATION:**

The Agreement and related project implementation will be managed by the Neighborhood Enterprise Division (NED) of the Community & Environment Department in conjunction with ARC and the City of Pensacola Housing Department. Long term monitoring requirements associated with SHIP funding will be managed by NED in coordination with the City of Pensacola and ARC. ARC and the City of Pensacola Housing staff are aware of this recommendation and its scheduled consideration by the Board.

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**Attachments**

Exhibit I

Exhibit II

Exhibit III

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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**



# PUBLIC NOTICE

Escambia County and the City of Pensacola are jointly participating in the State Housing Incentives Partnership Program (SHIP) as governed by Chapter 420, Florida Statutes and Florida Administrative Rule 67-37 specifically with regard to the allocation of funds as prescribed by the Florida Legislature and Florida Housing Finance Corporation (FHFC) for SHIP Fiscal Year 2015. The following affordable housing strategies are planned:

	2015 SHIP
<b>Strategies for Homeowners (existing units only):</b>	
Replacement Housing (HOME Match)	\$ 40,000*
Purchase Assistance (First Time Homebuyers)	470,000
Housing Repair	450,000
<b>Strategies for Renters (existing units only):</b>	
Rental Housing (special needs only per requirements of Chapter 420.0004(13) F. S. & Chapter 393.063(9) F. S.)	289,339
Rental Housing (local leverage)	50,000
Optional "Emergency" Housing Repair	0**
Administration	97,800
<b>ANNUAL TOTAL</b>	<b>\$ 1,397,139</b>
	=====

\* Required to meet local cash match for HUD HOME Program.

\*\* Implemented only in the event of a "Declared" Disaster in Escambia County.

Subject to periodic distributions by FHFC, funding cited above plus any available SHIP program income, should be available to initiate expenditures on or about September 1, 2014. **Waiting lists exist for the following strategies:** Replacement Housing, Housing Repair and Purchase Assistance. Services are made available to income eligible persons on a first qualified/first served basis. Agencies or organizations interested in implementing strategies outlined above should contact SHIP representatives. Questions may be directed to SHIP Representatives: Randy Wilkerson at 850-595-0022 or at: [rwilker@myescambia.com](mailto:rwilker@myescambia.com) and/or Marcie Whitaker at 850-858 0323 or at: [mwhitaker@cityofpensacola.com](mailto:mwhitaker@cityofpensacola.com)

The Escambia Consortium adheres to the Americans with Disabilities Act and will make reasonable modifications for access to services, programs and other activities. Please call 858-0350 (City) or 595-0022 (Escambia County) or Telecommunications Device for the Deaf (TDD) number 595-0102 for further information. Requests must be made at least 48 hours in advance of the event in order to allow time to provide the requested services.

**Lumon J. May, Chairman**  
**Escambia County Board of County**  
**Commissioners**

**Ashton J. Hayward, III, Mayor**  
**City of Pensacola**

Legal No. 1627974 1T August 2, 2014

**SPECIAL NEEDS HOUSING FOR PERSONS WITH  
DEVELOPMENTAL DISABILITIES AGREEMENT  
(The ARC Gateway, Inc. / 2015 SHIP)**

**THIS AGREEMENT** is made and entered into this 22nd day of January, **2015**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as "County"; and **THE ARC GATEWAY, INC.**, a not for profit corporation organized under the laws of the State of Florida (Federal Identification Number 59-0940528), hereinafter referred to as "Agency"; for the sole purpose of providing Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program (hereinafter "SHIP") funds to support the development of a new group home facility to serve persons with developmental disabilities in Escambia County (the "Project").

**WITNESSETH:**

**WHEREAS**, the County has provided limited targeted support for improvements that provide significant public benefit for special needs populations and that meet identified community needs; and,

**WHEREAS**, in the 2014 session the Florida legislature mandated a funding set-aside within the 2015 SHIP allocation effectively targeting rehabilitation of housing for persons with special needs, with the highest priority being housing serving those persons with developmental disabilities; and,

**WHEREAS**, the Agency is a non-profit organization established and properly licensed to provide housing and supportive services for persons with developmental disabilities within Escambia County; and,

**WHEREAS**, the County received 2015 SHIP funds from the State of Florida, Florida Housing Finance Corporation ("FHFC") for use in furtherance of its public purpose; and,

**WHEREAS**, a portion of said grant funding is prioritized and approved for the express purpose of assisting with the rehabilitation of housing to enhance the independence and quality of life for persons with developmental disabilities; and,

**WHEREAS**, the facility to be developed will be utilized by the Agency to serve persons with special needs in accordance with provisions of Florida Statutes Chapter 420.0004 and accompanying provisions of SHIP Administrative Rule 67-37; and,

**WHEREAS**, the Agency possesses the financial and managerial ability to provide for continued staffing, operation and maintenance of the facilities following completion of the new facility.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good valuable consideration, the parties agree as follows:

## ARTICLE I Supervision

1. The Agency agrees to perform required services under the general coordination of the Neighborhood Enterprise Division ("NED") of the Escambia County Community & Environment Department or other duly approved County authority as the County may direct.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are designated as follows:

Contract Manager for County: Meredith Reeves Nunnari, Division Manager  
Neighborhood Enterprise Division  
221 S Palafox Place, Suite 200  
Pensacola, Florida 32502  
Phone: (850) 595-0022  
E-Mail: [mrnunnari@myescambia.com](mailto:mrnunnari@myescambia.com)

Contract Coordinator for Agency: Melissa Rogers, CEO  
The ARC Gateway, Inc.  
3932 North 10<sup>th</sup> Avenue  
Pensacola, Florida 32503  
Phone: (850) 438-2638  
E-Mail: [mrogers@arc-gateway.org](mailto:mrogers@arc-gateway.org)

## ARTICLE II Funding

2. The County agrees to provide SHIP funds in an aggregate amount not to exceed **\$289,339.00** payable solely from SHIP funds made available to the County through the 2015 SHIP Program Grant as provided by FHFC. In addition to the SHIP funds provided herein, Agency agrees to document the expenditure/contribution of **an additional \$30,000 of Agency funds** or resources toward the total cost of this development project within the term of this Agreement. One hundred percent of the Agency funds shall be applied toward the purchase price of the property upon which the facility will be constructed.

2.1 Parties hereto agree that SHIP funds shall be paid by the County to the Agency, on a reimbursement basis, to support costs of developing the group home facility, which will be owned by Pollak Rehabilitation Center, Inc. ("PRC, Inc."), a subsidiary of the Agency, as further detailed herein.

## ARTICLE III County Responsibilities

3. As the legal recipient of the SHIP funds referenced in Article II above, the County shall have final authority regarding the allowability of expenditures associated with such funds. Should the County find or declare any SHIP expenditure unallowable based upon governing SHIP Regulations at Chapter 420, Florida Statutes; Florida Housing Finance Corporation

(FHFC) Administrative Rule 67-37; or regulatory policies related thereto, the County retains the right to refuse payment of SHIP funds pending receipt of determination of allowability from FHFC.

3.1 County, through NED, shall maintain continuous involvement in the construction of a **new six (6) bedroom** group home for the benefit of the Agency's developmentally disabled clients, including: project planning/scheduling/ oversight; preparation of rehabilitation specifications and bid/quotation solicitation documents; review of bids/quotes received; review of construction contracts/proposals (for contractors or subcontractors); award of construction contract(s) and final approval(s); processing any and all payments associated with the County SHIP funds; and monitoring construction contract compliance matters related to the construction and occupancy of the group home. The County's total investment in the project shall not exceed **\$289,339.00** as required to fund the amount of the development site/property purchase that is above of the development site located at **3480 Arizona Drive, Pensacola, FL 32504** (see **Exhibit I** for development site/property location) and complete all phases of construction through issuance of a Certificate of Occupancy by the City of Pensacola Building Inspections Division and acceptance of the facility by the Agency for the use described herein. The six bedroom group home facilities to be constructed with SHIP funds will be managed and operated by the Agency but will be owned by PRC, Inc., a subsidiary of the Agency in which Agency properties are vested. Upon completion, the group home shall be solely utilized by the Agency for the provision of housing and related services for persons with developmental disabilities as described in Article IV Section 4.3 of this Agreement. The group home shall be constructed to meet the needs of Agency within the **\$289,339.00** funding limitation posed herein, unless the Agency elects to provide additional funding from its resources to address all costs in excess of this amount. For purposes of this agreement, the Agency shall provide a minimum of **\$30,000** of the total development costs from non-SHIP resources and such funds shall be specifically applied toward the purchase of the property upon which the group home will be constructed. By execution of this Agreement, Agency agrees to the utilization of the properties in accordance with the terms and conditions stipulated herein.

3.2 The Agency and County shall make every effort to complete construction of the six bedroom group home within a maximum of one hundred eighty (180) days of the date of this Agreement, and the Agency shall take the actions required to ensure the facility is available for continued occupancy by eligible persons within sixty (60) days thereafter. However, under no circumstances shall the County incur any liability whether legal, financial or otherwise, if the construction process exceeds the one hundred eighty (180) days or if the project is terminated by action of the County or Agency.

3.3 All SHIP Grant compliance matters shall be under the control of the County, through NED, and all project related SHIP Grant payments shall be made by the responsible fiscal officers of the County in consultation with the County, NED staff and the Agency. However, the County shall retain final authority over the approval or denial of SHIP related payments. The Agency shall secure written competitive quotes or bids from properly licensed contractors for completion of all components of the construction work and shall fully document same to the County via NED. No work shall commence on construction of the group home prior to approval of the contractor selection by the County via NED. If required, the Agency shall, from

its own non-SHIP financial resources, be totally responsible for selection of and payment for professional services required for facility design and development of technical specifications.

3.4 The County and Agency shall adhere to all applicable Federal, State and local regulations during the completion of the Project.

## **ARTICLE IV**

### **Agency Responsibilities**

4. The Agency agrees to fully cooperate and assist the County and NED staff in a manner prescribed by the County, in completing the Project, throughout the design, bidding and construction process and shall ensure that the resulting units meet the needs of the Agency for the intended use specified in Article IV Section 4.3 of this Agreement. An overview of the construction plans and specifications for the planned group home, as designed for occupancy by persons with developmental disabilities, is incorporated as **EXHIBIT II** of this Agreement.

4.1 The Agency's designated Contract Coordinator shall serve as liaison to the County and NED staff for purposes of implementation of this project and such representative shall continually coordinate with the County's designated Contract Manager to assure positive culmination of the project.

4.2 The Agency's Contract Coordinator or representative(s) shall participate in routine meetings, telephone conferences, and project reviews; and shall bring any project related concerns to the attention of the County Contract Managers in the most prudent manner possible. Within thirty (30) days after the approval of this Agreement the Agency shall provide clear documentation, to the satisfaction of County, of the availability of Agency resources and financial support as necessary to ensure that continuing operational costs for the group home facility will be available to the Agency upon Project completion and without further Project specific funding from the County.

4.3 Following construction of the six bedroom group home at the location denoted in **Exhibit I** of this Agreement, the SHIP assisted units shall be continuously utilized by the Agency expressly and solely for the provision of housing and related services for **six (6) persons** with developmental disabilities. The new group home will have approved (licensed) minimum capacity of **six (6)** persons. For purposes of this agreement, the term "*developmental disabilities*" shall refer to *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.* An Eligible Person is defined as a person with developmental disabilities under case management of the Agency and having a gross family income less than *fifty percent (50%)* of the Pensacola area median income adjusted for family size. Said persons must be concurrently receiving case management and/or supportive services from the Agency to assist in maintaining their ability to live independently in the community. Such services shall minimally include: routine interaction to ensure the mental and emotional stability of the individual; monitoring proper use of prescribed medications; life skills or similar

habitability training; job readiness/job search; reasonable access to existing GED, vocational or similar educational opportunities; money management counseling; and other services as may be warranted based upon the individual needs of each person. Housing and all related services provided to eligible persons by the Agency utilizing the units developed hereunder shall be continually made available in a non-discriminatory manner to all persons. This continuing use requirement shall be legally confirmed by recording a **Property Use Deed Restriction** in the official property records of Escambia County limiting the use of the group home facilities to the purposes specified in this Agreement. Said deed restriction shall be in conformance with the document provided in **EXHIBIT III** of this Agreement, and shall be recorded prior to completing construction of the group home facility financed through this Agreement. Failure of the Agency to conform to the prescribed facility use restrictions shall render this Agreement null and void, resulting in the cancellation of the Agreement, whereupon, the Agency shall repay the SHIP funds to the County in amounts equal to the contribution provided hereunder; or the Agency shall obtain written County approval of an acceptable alternate use of the subject group home. In this regard, for the duration of this Agreement, the County retains the exclusive right to review and approve alternate uses of the group home facility in accordance with the SHIP Program eligibility requirements as specified in Chapter 420 Florida Statutes, FHFC Administrative Rule 67-37, and subsequent amendments thereto.

4.4 Subsequent to completion of the construction of the **six bedroom group home**, the SHIP assisted units shall be managed and operated by the Agency and owned by the Agency's subsidiary, PRC, Inc., for utilization as detailed in Article IV Section 4.3 of this Agreement and in accordance with the general terms and conditions cited throughout this Agreement. Immediately upon completion of construction work, as evidenced by the issuance of the Certificate of Occupancy by the City of Pensacola Building Inspections Division, all responsibility and liability for the ongoing day-to-day oversight, staffing, operational funding, maintenance, repair, regulatory compliance, insurance and any related obligation or requirement associated with the SHIP assisted Project (group home) shall vest with the Agency. Execution of this agreement indicates the Agency's concurrence with the restrictions imposed herein.

4.5 The Agency initiate utilization of the group home for meeting the needs of persons with development disabilities not more than thirty (30) days after completion of the construction process, as documented by the date of the Certificate of Occupancy issued by the cognizant building official of the City of Pensacola, and further, shall ensure that the subject group home is fully occupied by Eligible Persons, as defined in Section 4.3 of this Agreement, within a maximum of sixty (60) days after such date. Such action shall include the provision of funds, licenses, insurance, certifications, staffing and approvals by the Agency as required to assure delivery of services on a continuous basis for the purposes of serving Eligible Persons as described in this Agreement.

4.6 The Agency and its subsidiary, PRC, Inc., are currently chartered Florida non-profit corporations organized in accordance with Chapter 617 of the Florida Statutes. Further, Agency is recognized as a 501(c)(3) non-profit corporation by the United States Internal Revenue Service. The Agency shall maintain the foregoing status throughout the term of the

Agreement. Initial documentation of Florida incorporation and IRS 501(C)(3) designation is included in **EXHIBIT IV** of this Agreement. If at any time during the term of this agreement the Agency's non-profit status or the corporate status of its subsidiary, PRC, Inc., are terminated, withdrawn, threatened or altered in any manner, the Agency shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this agreement, and subject said agreement to cancellation in accordance with provisions of Article VIII Section 8.1 of this Agreement.

## **ARTICLE V**

### **Data Collection and Reporting**

5. The Agency shall maintain accurate and timely records detailing the occupancy status of the group home facility at all times, including characteristics, family income, occupancy status, etc. as directed by the County/NED, and detailed in **EXHIBIT V** of this Agreement. Reporting requirements may be revised from time to time to meet data needs of the County/ (NED).

5.1 Agency shall cooperate with County/NED in assuring that SHIP income compliance requirements are met by each person prior to occupying or reoccupying SHIP assisted group homes. Income certifications, along with clear documentation of income eligibility of each person, for each individual residing in the SHIP assisted group home following completion of rehabilitation work shall be provided, in writing, to County/NED. County/NED shall provide required income certification forms and training to Agency staff on a routine basis to ensure continuing compliance with SHIP eligibility restrictions.

5.2 Reports shall minimally provide the client information, accomplishments, and supporting information cited in the sample documents provided in **EXHIBIT V**. Agency is encouraged to utilize the supplied formats, but the County/NED will accept alternate reporting forms to the extent the required data is clearly detailed.

## **ARTICLE VI**

### **Facility Use Only for Designated Purposes**

6. Upon completion of the construction of the group home facility, as evidenced by final permit inspection(s) and approval(s) issued by the cognizant Building Official of the County or City of Pensacola, as appropriate, said facility shall be continuously utilized by the Agency solely for the provision of housing in accordance with provisions, terms and limitations of this Agreement. No alternate uses are implied or authorized by this Agreement. Therefore, should the Grant assisted facility cease to be used for the authorized purpose for any consecutive period exceeding sixty (60) calendar days, the Agency shall immediately notify the County of such action.

6.1 In the event the Agency ceases to use the group home facilities for the original purpose, in accordance with the property use deed restriction the Agency shall repay to the County all SHIP funds provided in support of the construction of the group home; *unless the Agency obtains written County approval of an acceptable alternate use of the unit.* The County shall have the final approval authority regarding alternative uses for the group home for the duration

of this Agreement.

6.2 The Agency shall possess and control the group home for the stated purpose and shall not encumber, mortgage, pledge, or otherwise endanger the SHIP assisted facility without the prior express consent of the County. Said terms and conditions shall remain in effect for the full duration of this Agreement.

## **ARTICLE VII Term of Agreement**

7. This Agreement shall commence on the 22nd day of January, **2015**, and terminate exactly sixteen (16) years later, unless terminated earlier per Section 6.1 or Section 7.1

7.1 If Agency should fail to perform its duties as defined herein with respect to the SHIP assisted facility, or should SHIP funds cease to be available to the County, the County may without legal or financial liability, or recourse to Agency, terminate this Agreement by providing written fifteen (15) day notification to the Agency. In the event the termination is for lack of funds, the County shall only be obligated to pay those costs incurred and approved for payment prior to the date of issuance of said termination notification to Agency, and such payments shall be made only to the extent that SHIP funds are made available to the County for such purposes. Alternatively, in the event of termination for Agency's failure to perform, the County shall afford the Agency the opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the County shall suspend any and all SHIP payments pending successful resolution of the deficiency by the Agency, and/or seek other remedies as provided in this Agreement or provisions of law.

## **ARTICLE VIII Records**

8. The County and Agency agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation.

8.1 The County and Agency, including the Agency's subsidiary, PRC, Inc., shall maintain Project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of five (5) years following post-construction use of the group home by the Agency, unless such records are the subject of litigation or audit, whereupon, such records shall be maintained indefinitely pending completion of said litigation or audit. Access to such records will be provided to the County, Florida Housing Finance Corporation (FHFC) and/or other duly authorized parties upon request.

8.2 Agency, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of the Agency. One (1) complete original of each annual audit shall be provided to the Office of the Clerk of the Circuit Court/Finance Division by the Agency for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by the Agency, with copies of pertinent resolution responses,



information or documentation relating to such issue(s) provided to the Office of the Clerk of the Circuit Court/Finance Division.

## **ARTICLE IX**

### **Civil Rights and Anti-Discrimination**

9. The Agency accepts the terms of this Agreement, the SHIP Grant, and all related provisions included in this Agreement, as the same may be amended.

9.1 All parties agree to provide Equal Employment Opportunity to all individuals regardless of sex, race, color, handicap, familial status, disability, religion, or national origin. The Agency and County shall not discriminate against any employee or applicant, because of race, religion, color, sex, national origin, disability, or familial status. The Agency and County shall take affirmative action to ensure that applicants are employed, and that employees treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Agency agrees to post, in a conspicuous place, notices setting forth these provisions.

9.2 The Agency shall provide written reports at least annually to the County Contract Manager, in a form and manner generally prescribed in **EXHIBIT V** of this Agreement, stipulating number of persons served, estimated racial composition of clients served, and the type of service provided through the facility, and such other and additional information as the County may reasonably require. Such reports shall be provided to the County Contract Manager at least quarterly for the duration of this Agreement, unless written authorization to dispense with said reporting is provided to the Agency by the County Contract Manager.

9.3 All services and facilities associated with this project shall be made available by the Agency in a non-discriminatory manner. Services and access to the facilities shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. Further, the facilities will be operated in strict accordance with provisions of the Americans with Disabilities Act (ADA) and shall be accessible to the degree mandated by law. The Agency accepts sole responsibility for ensuring such non-discriminatory access.

## **ARTICLE X**

### **Insurance and Indemnification Requirements**

10. The Agency shall act as independent contractor and not as employees of the County in providing the aforementioned services. The Agency shall hold harmless Escambia County and its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, agents, and representatives 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 of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement, provided any such claim, suit, action

damage, liability or expense is caused in whole or in part by an act or omission of the Agency, or the contractors, subcontractors, representatives, licensees, invitees, agents or employees of the Agency, or employees of any of the aforementioned individuals or entities. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.1 Agency, for itself and its subsidiary, PRC, Inc. as the responsible entities with respect to operation and ownership of the group home facility, 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 Agency 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 Agency 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 Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County 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 **\$500,000**, 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 employer's liability insurance required by applicable Florida law, and the responsibility of coverages of the Agency.

All of the above policies shall be with carriers admitted to do business in the State of Florida.

The Agency shall have certificates of insurance forwarded to:

Escambia County  
Office of Risk Management  
P.O. Box 1591  
Pensacola, Florida 32597

The certificates shall show the County, as an 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 Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form 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 Agency 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 Agency shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

10.2 Builders Risk Insurance Coverage. The Agency shall ensure that the Contractor completing work on the site or the Agency shall carry builder's risk insurance for the duration of the construction process in an amount adequate to cover the full value of the facility including improvements made by the Contractor. The County shall be listed as loss payee by endorsement on the policy and the Certificate of Insurance and shall have the power to adjust and settle any loss.

10.3 The Agency required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary related to all provisions of the agreement.

10.4 The Agency 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 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.

10.5 The Agency 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. Agency agrees to indemnify and hold harmless the County, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, 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 Agency 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 XI**

### **Nepotism**

11. The Agency 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 XII**

### **SHIP Grant Program Income**

12. SHIP funds shall be provided to the Agency in the form of a grant with provision for total forgiveness at the end of the *minimum fifteen year affordability period* and therefore, no program income is anticipated to result from investment of SHIP funds. Any rental or related income generated by the occupancy of the group home shall be used by the Agency to support operational costs of the housing and related services.

## **ARTICLE XIII**

### **Uniform Requirements**

13. Agency will comply with all applicable provisions of the requirements associated with the expenditure of SHIP Grant funds per the SHIP Regulations at Chapter 420 Florida Statutes; Florida Housing Finance Corporation (FHFC) Administrative Rule 67-37; specific requirements mandated by the Florida legislature with respect to expenditure of SHIP Funds (as identified herein) or regulatory policies related to these statutes and rules. In executing this Agreement and the certification provided in **EXHIBIT VI** of this Agreement, Agency certifies that it shall cooperate in all actions required to fully comply with said provisions of law.

## **ARTICLE XIV**

### **General Provisions**

14. The Agency agrees that the contents of **EXHIBITS I, II, III, IV, V and VI** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

14.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

14.2 To permit and facilitate such audits and reviews as may be required by FHFC, the Escambia County Clerk of the Circuit Court/Finance Division, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

14.3 To produce all documents upon request by the County, FHFC, or the authorized representatives of each;

14.4 The ARC Gateway, Inc. functions primarily as a community based educational and social service organization and, for purposes of this Agreement, maintains a specific emphasis upon assisting developmentally disabled persons in this community, and the Agency resolves to maintain such function for the duration of this Agreement. PRC, Inc., a subsidiary of the Agency, will be the owner of record of property and improvements upon which the facility financed hereunder is constructed.

## **ARTICLE XV**

### **Understanding of Terms**

15. This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by all parties, except as provided under Article VI Section 6.1 above. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

15.1 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.

15.2 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 remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15.3 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.

15.4 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 paragraph 1, above.

15.5 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 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

(SEAL)

By: \_\_\_\_\_  
Steven Barry, Chairman

BCC Approved: January 22, 2015

Approved as to form and legal sufficiency:

Approved as to form and legal  
sufficiency.

By/Title: Kelia DeHart  
Date: 12/29/14

**THE ARC GATEWAY, INC.**, a not for profit corporation chartered in the State of Florida, by and through its **Board of Directors**

**WITNESSED:**

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

Vincent Andry  
President, Board of Directors

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Vincent Andry, who is President of the Board of Directors of The ARC Gateway, 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: \_\_\_\_\_

# **EXHIBIT I**

## **THE ARC GATEWAY, INC. SPECIAL NEEDS HOUSING FOR PERSONS WITH DEVELOPMENTAL DISABILITIES**

### **PLANNED PROJECT (FACILITY) DEVELOPMENT SITE**

Property Address: 3480 Arizona Drive, Pensacola, FL 32504

Property ID Number: 16-1S-29-0550-120-008

Legal Description: LOT 12, BLOCK H, BAY CLIFF ESTATES, A SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.



Source: Escambia County Property Appraiser

[Navigate Mode](#) [Account](#) [Reference](#)

[Restore Full Page Version](#)

<b>General Information</b> <b>Reference:</b> 161S290550120008 <b>Account:</b> 012647576 <b>Owners:</b> KING ROBERT ALAN & SANDRA LYNN TRUSTEES <b>Mail:</b> 4060 BURBANK DR PENSACOLA, FL 32504 <b>Situs:</b> 3500 ARIZONA DR 32504 <b>Use Code:</b> VACANT RESIDENTIAL <b>Taxing Authority:</b> PENSACOLA CITY LIMITS <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	<b>2014 Certified Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$36,100  <b>Total:</b> \$36,100 <a href="#">Non-Homestead Cap:</a> \$36,100  <a href="#">Disclaimer</a>  <a href="#">Amendment 1/Portability Calculations</a>																								
<b>Sales Data</b> <table><tr><th>Sale Date</th><th>Book</th><th>Page</th><th>Value</th><th>Type</th><th>Official Records (New Window)</th></tr><tr><td>12/1996</td><td>4082</td><td>145</td><td>\$100</td><td>WD</td><td><a href="#">View Instr</a></td></tr><tr><td>11/1992</td><td>3266</td><td>33</td><td>\$22,000</td><td>WD</td><td><a href="#">View Instr</a></td></tr><tr><td>10/1979</td><td>1682</td><td>562</td><td>\$11,550</td><td>WD</td><td><a href="#">View Instr</a></td></tr></table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/1996	4082	145	\$100	WD	<a href="#">View Instr</a>	11/1992	3266	33	\$22,000	WD	<a href="#">View Instr</a>	10/1979	1682	562	\$11,550	WD	<a href="#">View Instr</a>	<b>2014 Certified Roll Exemptions</b> None  <b>Legal Description</b> LT 12 BLK H BAY CLIFF ESTATES PB 9 P 3 OR 3266 P 33...  <b>Extra Features</b> None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
12/1996	4082	145	\$100	WD	<a href="#">View Instr</a>																				
11/1992	3266	33	\$22,000	WD	<a href="#">View Instr</a>																				
10/1979	1682	562	\$11,550	WD	<a href="#">View Instr</a>																				

**Parcel Information**

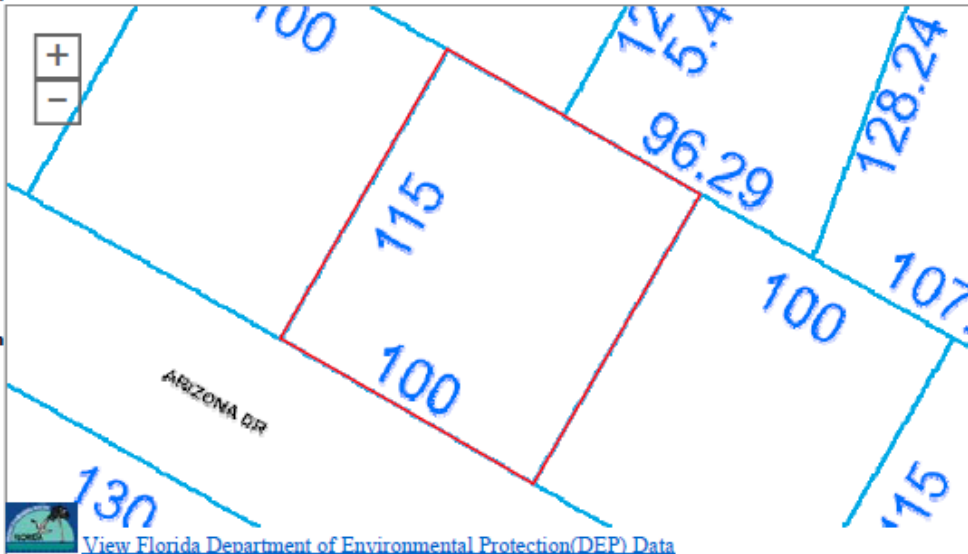
[Launch Interactive Map](#)

**Section Map Id:**  
[16-1S-29-1](#)

**Approx. Acreage:**  
0.2600

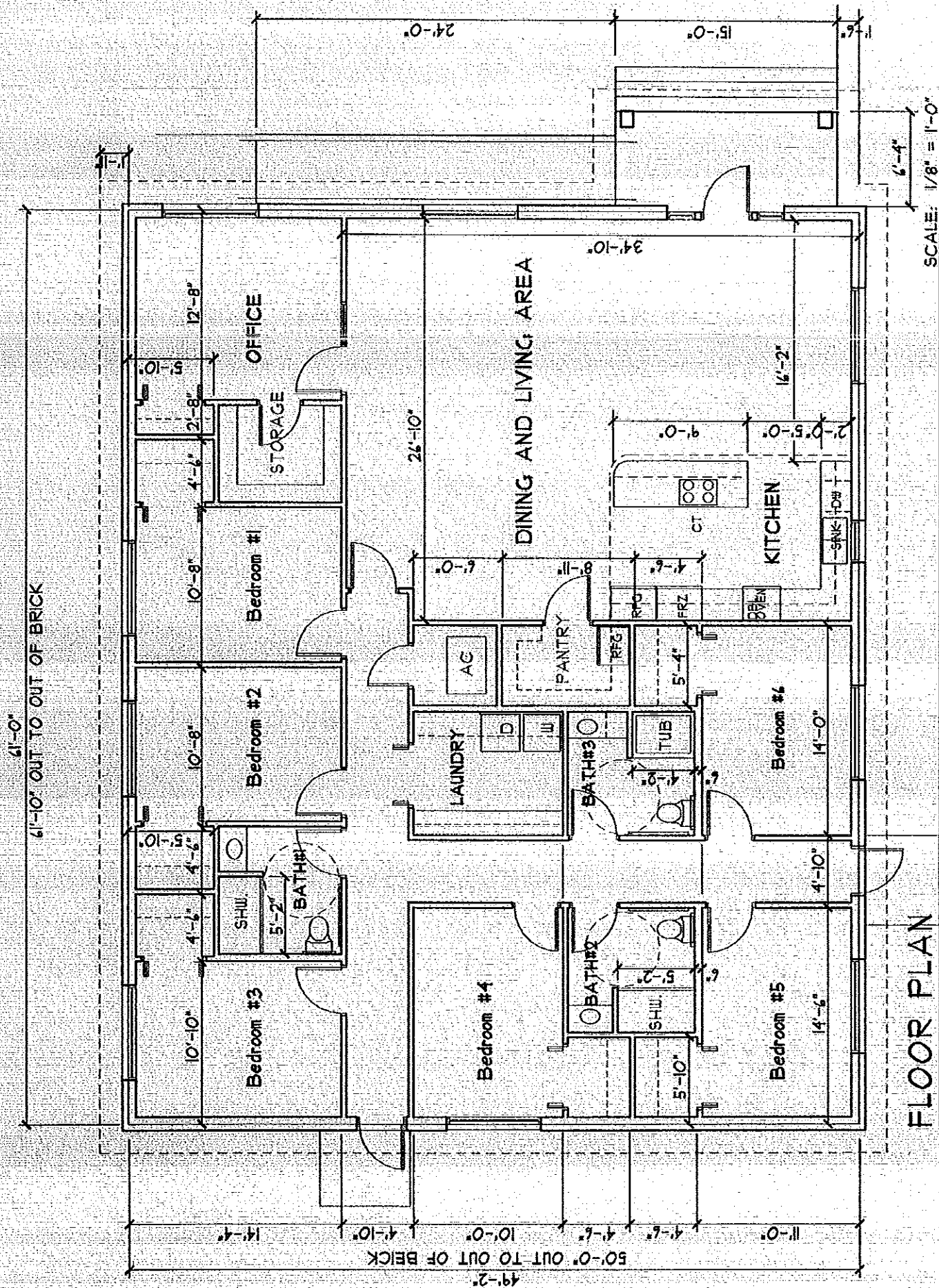
**Zoned:**  
R-1AAA

**Evacuation & Flood Information**  
[Open Report](#)



## **EXHIBIT II**

### **PLANS AND SPECIFICATIONS FOR SIX BEDROOM GROUP HOME FACILITY**



**The Arc Gateway, Inc.**  
**Special Needs Housing for Persons with Developmental Disabilities**  
**Plans and Specifications for Six Bedroom Group Home Facility**

The group home to be built at 3480 Arizona Avenue will be approximately 3,000 square feet. It will be fully accessible with six private bedrooms and three accessible bathrooms. This single story residence will have no step-entries or thresholds and slip-resistant flooring designed to allow a person with a wheelchair to independently enter, exit and move about the dwelling as well as prevent people from slipping and falling. Halls will be expanded to 48 inches wide with 36-inch doorways – key adaptations for residents with physical disabilities or mobility issues. Floor spacing in key areas such as the kitchen and bath will be increased for ease of wheelchair maneuverability. Light switches will be installed lower for easier access from a sitting position. Lighting will be increased and enhanced to provide more visibility for people with diminishing eyesight. A fire alarm with strobe light will be installed to increase safety of residents who are, or become, hearing impaired.

The new home will feature three ADA compliant bathrooms with non-skid flooring, comfort-level toilets, grab bars and handicap accessible sinks.

Roll-in showers, grab bars, wide doorways, non-skid flooring, accessible sinks and appliances will increase the ability of people to be self-managing and maintain their autonomy.

A large common area will encourage social gatherings for family, friends and neighbors. An office will be provided to allow staff to safely store medications and confidential information. There will be an indoor laundry room with an energy efficient washer and dryer.

Following are additional features and amenities that will benefit the residents through enhanced accessibility, safety and energy specifications.

- 100% of the unit shall be fully accessible in accordance with the 2010 ADA Standards for Accessible Design. The home shall provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design.
- Construction will meet 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, F.S.;
  - The Fair Housing Act as implemented by 24 CFR 100; and
  - Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments, regulations and rules.
- Each resident will have a private bedroom with a locking door.
- There will be one fully accessible bathroom for every two residents.
- The unit will have an automatic fire alarm system with strobes. This will alert people who are both visually and hearing impaired of fire danger and the need to evacuate the premises.
- Hallways will be 48" wide to facilitate mobility in a wheelchair.
- Slip resistant flooring will be installed throughout to minimize fall risks.
- Grab bars will be installed in toileting and bathing areas in all bathrooms.
- Full-size range and oven

- Low or No-VOC paint for all interior
- Low-flow water fixtures in bathrooms
- Energy Star qualified appliances and exhaust fans
- Air conditioner with a minimum SEER of 14
- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Anti-scald controls on all bathroom and kitchen faucets;
- Toilets will be 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level;
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operates easily using a single closed fist.

## **EXHIBIT III**

### **PROPERTY USE DEED RESTRICTIONS FOR SHIP ASSISTED SPECIAL NEEDS HOUSING**

THIS INSTRUMENT PREPARED BY:

## **DECLARATION OF COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by POLLAK REHABILITATION CENTER, INC (hereinafter "PRC, Inc."), a wholly owned subsidiary of THE ARC GATEWAY, INC. (hereinafter "ARC), both being Florida corporations not-for-profit.

WHEREAS, PRC, Inc. owns certain properties in Escambia County, Florida, more or particularly described as follows:

### **AS PER ATTACHMENT MARKED EXHIBIT "A"**

(the "Property"); and

WHEREAS, ARC has caused the construction of a new group home, known as **SHIP ASSISTED ARC GROUP HOME (2015)**, (the "Project") on the Property in order to assist in providing housing and related services for persons with developmental disabilities in Escambia County and the City of Pensacola, Florida; and

WHEREAS, ARC and its subsidiary, PRC, Inc., as owner of the Property desire to impose certain restrictions on the Property in order to assure that the Project remains compliant with Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program funding, use and occupancy requirements.

NOW THEREFORE, for and in consideration of the premises, ARC, for itself and its successors and assigns, and PRC, Inc., as a subsidiary of ARC, hereby establish this Declaration of Covenants and restrictions, and declare that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **January 22, 2031.**

1. ARC and its subsidiary PRC, Inc., shall for a minimum of fifteen (15) years, **but not prior to the date stated herein**, restrict the use of the above-described real property to the provision of housing for occupancy by persons with developmental disabilities (as defined at 393.063(9) Florida Statutes) whose incomes do not exceed **fifty percent (50%)** of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size. The Agency shall continually maintain occupancy information and said documentation shall be provided by the Agency to the County or its designated representative at least annually or the duration of this deed restriction.

Until expiration of the Property Use Deed Restriction, if ARC and its subsidiary, PRC, Inc. determines that this property is no longer suitable for use in providing housing for persons with developmental disabilities *and no alternate SHIP eligible uses for the property have been approved by the County*, the ARC shall advise the Board of County Commissioners of such decision in writing. Thereupon, ARC shall immediately repay to the County (SHIP Affordable Housing Trust Fund), **\$289,339.00** which is the total amount of SHIP assistance provided to the Agency in support of the construction of six bedroom group home on the property legally described in Exhibit "A". The Board of County Commissioners shall have sole authority to release the said property described in Exhibit "A" from the requirements stipulated herein and

may do so only upon repayment of the total amount of the SHIP assistance provided to the Agency in accordance with the provisions of the SHIP Special Needs Housing for Persons with Developmental Disabilities Agreement executed between the parties dated January 22, 2015. Such approval by the Board of County Commissioners shall be evidenced in the official minutes of the Board of County Commissioners as maintained in the public records of Escambia County, Florida. Upon full repayment of SHIP funds to the County and recording of said Resolution, ARC's obligation to use the property for the purposes stated herein or alternate uses approved by the County shall cease.

2. These Covenants and Restrictions shall run continuously with the Property until January 22, 2031.

**IN WITNESS WHEREOF**, The ARC Gateway, Inc. pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE ARC GATEWAY, INC.,**  
a Florida not for profit corporation

By: \_\_\_\_\_  
President: Vincent Andry  
Print Name: President, Board of Directors

**WITNESSED:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Vincent Andry, who is President of the Board of Directors of The ARC Gateway, 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 PUBLIC

(Notary Seal must be affixed)

Print Name \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION**  
*(SHIP Assisted ARC Group Home / 2015)*

Property Address: 3480 Arizona Drive, Pensacola, FL 32504

Property ID Number: 16-1S-29-0550-120-008

Legal Description: LOT 12, BLOCK H, BAY CLIFF ESTATES, A SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

# **EXHIBIT IV**

**DOCUMENTATION OF 501(C)(3) NON-PROFIT STATUS**

**THE ARC GATEWAY, INC.**

**and**

**POLLAK REHABILITATION CENTER, INC.**



## Detail by Entity Name

### Florida Non Profit Corporation

THE ARC GATEWAY INC.

### Filing Information

<b>Document Number</b>	724184
<b>FEI/EIN Number</b>	590940528
<b>Date Filed</b>	08/24/1972
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT AND NAME CHANGE
<b>Event Date Filed</b>	10/04/2013
<b>Event Effective Date</b>	NONE

### Principal Address

The Arc Gateway, Inc.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Changed: 04/22/2014

### Mailing Address

The Arc Gateway, Inc.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Changed: 04/22/2014

### Registered Agent Name & Address

BREWER, CHARLES  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503

Name Changed: 10/04/2013

Address Changed: 05/03/2004

### Officer/Director Detail

#### **Name & Address**

Title President

ANDRY, VINCENT R.

The Arc Gateway, Inc.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Title VP

TORGERSEN, TODD  
The Arc Gateway, Inc.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Title Secretary

WIGGINS, MICHAEL  
The Arc Gateway, Inc..  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Title CEO

BREWER, CHARLES  
The Arc Gateway, Inc.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503

Title Treasurer

CHRIS, JONES  
The Arc Gateway, Inc.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Title Past President

YOUNG, PATRICIA  
The Arc Gateway, Inc.  
Pensacola, FL 32503-2806

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2012	04/10/2012
2013	04/12/2013
2014	04/22/2014

#### **Document Images**

[04/22/2014 -- ANNUAL REPORT](#)

View image in PDF format

[10/04/2013 -- Amendment and Name Change](#)

View image in PDF format

[04/12/2013 -- ANNUAL REPORT](#)

View image in PDF format

[04/10/2012 -- ANNUAL REPORT](#)

View image in PDF format

[03/11/2011 -- ANNUAL REPORT](#)

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[04/12/2010 -- ANNUAL REPORT](#)

View image in PDF format



## Detail by Entity Name

### Florida Non Profit Corporation

POLLAK REHABILITATION CENTER, INC.

### Filing Information

Document Number	732739
FEI/EIN Number	237451108
Date Filed	05/12/1975
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/28/1991
Event Effective Date	NONE

### Principal Address

3932 N TENTH AVE  
The Arc Gateway, Inc.  
PENSACOLA, FL 32503

Changed: 04/22/2014

### Mailing Address

3932 N TENTH AVE  
The Arc Gateway, Inc.  
PENSACOLA, FL 32503

Changed: 04/22/2014

### Registered Agent Name & Address

Andry, Vincent, President  
3932 N TENTH AVE  
The Arc Gateway, Inc.  
PENSACOLA, FL 32503

Name Changed: 04/22/2014

Address Changed: 04/22/2014

### Officer/Director Detail

#### **Name & Address**

Title President

Andry, Vincent R.

3932 N TENTH AVE  
The Arc Gateway, Inc.  
PENSACOLA, FL 32503

Title VP

Torgersen, Todd  
3932 N TENTH AVE  
The Arc Gateway, Inc.  
PENSACOLA, FL 32503

Title Treasurer

Jones, Chris  
3932 N TENTH AVE  
The Arc Gateway, Inc.  
PENSACOLA, FL 32503

Title Secretary

WIGGINS, MICHAEL  
3932 N TENTH AVE  
The Arc Gateway, Inc.  
PENSACOLA, FL 32503

Title CEO

Brewer, Charles  
3932 N TENTH AVE  
The Arc Gateway, Inc.  
PENSACOLA, FL 32503

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2012	04/10/2012
2013	04/12/2013
2014	04/22/2014

#### **Document Images**

<a href="#">04/22/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/12/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/10/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/11/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/12/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/14/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/02/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/17/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/11/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/26/2005 -- ANNUAL REPORT</a>	View image in PDF format

# **EXHIBIT V**

## **SPECIAL NEEDS HOUSING REPORTING FORMAT**

## SHIP PROJECT STATUS REPORT

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM

FROM: THE ARC GATEWAY, INC.

DATE: \_\_\_\_\_

RE: PROJECT: SHIP SPECIAL NEEDS HOUSING (2015)

NOTE: FOLLOWING INITIAL POST-REHABILITATION OCCUPANCY DOCUMENTATION AS DESCRIBED IN THIS AGREEMENT, WRITTEN OCCUPANCY REPORTS SHALL BE FILED AT LEAST ANNUALLY

REPORT FILED FOR CALENDAR YEAR: \_\_\_\_\_

---

### I. PROGRESS REPORT

- A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (RESIDENT INCOME ELIGIBILITY AND CHARACTERISTICS FORM AND WRITTEN DOCUMENTATION OF GROSS HOUSEHOLD INCOME TO BE SUBMITTED AS AN ATTACHMENT TO THIS REPORT).

*EACH HOMELESS CLIENT/FAMILY OCCUPYING SHIP ASSISTED HOUSING UNITS SHALL BE REPORTED TO THE COUNTY. INFORMATION SHALL BE ADEQUATE TO FULLY DOCUMENT THE TOTAL HOUSEHOLD INCOME, FAMILY COMPOSITION, AND TERM OF OCCUPANCY. THE SHIP INCOME VERIFICATION FORM AS PROVIDED BELOW SHALL BE SUBMITTED FOLLOWING COMPLETION OF THE REHABILITATION PROJECT AND THEN AT LEAST ANNUALLY THEREAFTER.*

- 
- B. DESCRIBE ANY PROBLEMS OR DIFFICULTIES ENCOUNTERED WITH THE IMPLEMENTATION OF THE PROJECT OR THE UTILIZATION OF THE TRANSITIONAL HOUSING UNITS.

- 
- C. PROVIDE ANY ADDITIONAL INFORMATION PERTINENT TO THE PROJECT.



**Florida Housing Finance Corporation**  
**State Housing initiatives Partnership (SHIP) Program**  
**INCOME CERTIFICATION – SPECIAL NEEDS HOUSING OCCUPANT**  
**(ARC GATEWAY GROUP HOME / 2015)**

CLIENT NAME/ADDRESS: \_\_\_\_\_

**Part I: HOUSEHOLD AND INCOME DATA**

**A. Applicant Information**

**B.**

Special Needs Housing Resident: XXX Yes

Developmentally Disabled: \_\_\_\_\_ Yes \_\_\_\_\_ No

<b>B.</b>	<b>Names of all Household Members (Last, First)</b>	<b>Relationship</b>	<b>Birth Date/Age</b>
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			

<b>C.</b>	<b>Household Size</b>	<b>E.</b>	<b>Subsidy Use (check all that apply)</b>
	_____ ( )		Down Payment Assistance_____
			Closing Costs_____
<b>D.</b>	<b>Household Designation</b>		Interest Subsidy_____
	ELI _____ (30%)		Loan Guarantee_____
	VLI _____ (50%)		Principal Buydown_____
	LI _____ (80%)		Rehabilitation_____
			Emergency Repair_____
		Other:	<b>SPECIAL NEEDS HOUSING</b>

**F. Assets : All household members including minors.**

Household Member	Asset Description	Total Cash Value	Income from Assets
(1)		\$	\$
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
Total Net Value of Assets		F(a) \$	
Total Actual Asset Income			F(b)\$....
If line F(a) is greater than \$5,000, multiply that amount by HUD approved passbook rate <u>3%</u> and enter results in F(c); otherwise, leave blank.			F(c) \$....

**G. Anticipated Annual Income : Earned income and support paid on behalf of minors.**

Household Member	Wages/ Salaries	SS/SSI Benefits/ Pensions	Public Assistance	CHILD SUPPORT Other Income (include bonus, tips, overtime, and commissions)	Asset Income
(1)					Enter the greater of lines F(b) or F(c), above, in box (e) below.
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
Totals	(a)	(b)	(c)		(e)

Enter total of items G(a) through G(e). This is <b><u>Annual Income</u></b>	\$.....

## Part II: INCOME CERTIFICATION

### A. Household Data : For reporting purposes only and not to determine eligibility

(Check all that apply)

<u>Race</u>		<u>Special Needs</u>	
<input type="checkbox"/> White, Nonhispanic	<input type="checkbox"/> Asian	<input type="checkbox"/> Elderly	<input type="checkbox"/> Homeless
<input type="checkbox"/> Black, Nonhispanic	<input type="checkbox"/> American Indian	<input type="checkbox"/> Farm worker	<input type="checkbox"/> Persons With Aids
<input type="checkbox"/> Hispanic (Black or White)	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Handicapped/Disabled

- B. Student Eligibility:** Are any of the applicants students enrolled at least half time and not eligible to be claimed as a dependent of his/her/their parent(s) or guardian for Federal Income Tax Purposes?

☐ Yes ☐ No ☒ **XX Not Applicable**

(NOTE: Students are eligible for HHRP assistance if he/she/they do not live with their parent(s) or guardian, and are not a dependent under IRS code.)

- C. Applicant Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided for each person set forth in Item 2A acceptable verification of current anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief under penalty of perjury.

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

\_\_\_\_\_  
(SIGNATURE – RESIDENT or AGENCY REPRESENTATIVE)      DATE \_\_\_\_\_

- D. Agency Statement:** Based on the income information provided by the household and upon proofs and documentation submitted, the household is: (check one)

☐ **Extremely Low Income (VLI)** Household based on the current applicable definitions of up to 30% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

☐ **Very Low Income (VLI)** Household based on the current applicable definitions of up to 50% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

☐ **Low-Income (LI)** Household based on the current applicable definitions of up to 80% of the median income for the area adjusted for family size published by the U.S. Department of Housing and Urban Development.

**SIGNATURE OF THE SHIP ADMINISTRATOR OR HIS/HER DESIGNATED REPRESENTATIVE:**

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

Title: SHIP ADMINISTRATOR

# **EXHIBIT VI**

## **SHIP PROGRAM RULES AND REGULATIONS**

**Chapter 420 Florida Statutes and**

**Florida Housing Finance Corporation SHIP Administrative Rule 67-37**

**CERTIFICATION OF RECEIPT  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
STATUTE AND ADMINISTRATIVE RULE**

I/We hereby certify and affirm that Escambia County has electronically provided this agency with a complete copy of **Chapter 420 Florida Statutes** and **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 (Contract Manager) denoted in this Agreement. If the SHIP Administrator (Contract Manager) 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 or other appropriate 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 (Contract Manager) by this Agency.

SHIP Participating Agency

**The ARC Gateway, Inc.**

**By:** \_\_\_\_\_  
President, Board of Directors

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

(shipcomplcert.wpd)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7527**

**County Administrator's Report 11. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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### **RECOMMENDATION:**

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

That the Board ratify the following January 22, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the six Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Dovie Soloe, the owner of residential property located at 108 Jardine Road A, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for electrical rewiring, and install central heating and air conditioning system;
2. The Agreements between Escambia County CRA and Dorothy Ward, the owner of residential property located at 224 Payne Road, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new windows;
3. The Agreements between Escambia County CRA and Christopher Hall, the owner of residential property located at 420 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$4,237, representing an in-kind match through the Warrington Tax Increment Financing

(TIF), Fund 151, Cost Center 220516, Object Code 58301, to install central heating and air conditioning system;

4. The Agreements between Escambia County CRA and Sarah Bowlby, the owner of residential property located at 2612 West Jackson Street, Pensacola, Florida, in the Brownsville Redevelopment District, each in the amount of \$5,456, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, to install new windows and install storm shutters;

5. The Agreements between Escambia County CRA and Mary Thene Thomas, the owner of residential property located at 1105 West Jordan Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$2,925, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to install a new roof; and

6. The Agreements between Escambia County CRA and Mattie R. Carter, the owner of residential property located at 1900 West Maxwell Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$2,874, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to install a new roof; and

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

### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment which will upgrade the appearance, property values, and economic activity on selected commercial corridors and residential properties. A rendering of each project is attached.

### **BUDGETARY IMPACT:**

Funding for the Grants will be provided as follows

1. Dovie Soloe, Warrington TIF, Cost Center 220516, in the amount of \$6,000
2. Dorothy Ward, Warrington TIF, Cost Center 220516, in the amount of \$6,000
3. Christopher Hall, Warrington TIF, Cost Center 220516, in the amount of \$4,237
4. Sarah Bowlby, Brownsville TIF, Cost Center 220515, in the amount of \$5,456
5. Mary Thene Thomas, Englewood TIF, Cost Center 220520, in the amount of \$2,925
6. Mattie R. Carter, Englewood TIF, Cost Center 220520, in the amount of \$2,874

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Soloe 108 Jardine Jan2015

Ward 224 Payne Jan2015

Hall 420 1st St Jan2015

Bowlby 2612 Jackson Jan2015

Thomas 1105 Jordan Jan2015

Carter 1900 Maxwell Jan2015

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of January 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Dovie Soloe, (the "Recipient"), owner of residential property located at 108 Jardine Road A, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$6,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$6,000, which shall be comprised of a cash contribution of \$6,000.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 22<sup>nd</sup> day of January 2015, and the Project shall be complete on or before the 22<sup>nd</sup> day of April 2015, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Dovie Soloe  
108 Jardine Road A  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/16/14

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

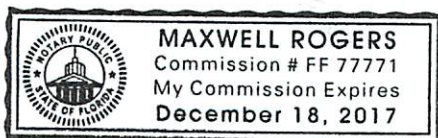
(SEAL)

For Recipient:  
[Signature]  
**Dovie Soloe, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2014 by Dovie Soloe, Property Owner. She ( ) is personally known to me or ( ) has produced FL Drivers Lic as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Dovie Soloe**

Property Address: **108 Jardine Road A, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Electrical Rewiring & Install Central Heating and Air Conditioning System.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Dovie Soloe**

Address of Property  
**108 Jardine Road A**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6093-000-004**

**Total Amount of Lien**

**\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Dovie Soloe  
Dovie Soloe, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2014 by Dovie Soloe, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/16/14

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





**Electrical Rewiring & Install Central Heating and Air  
Conditioning System**

**108 Jardine Road A – Dovie Soloe**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of January 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Dorothy Ward, (the "Recipient"), owner of residential property located at 224 Payne Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$6,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$6,000, which shall be comprised of a cash contribution of \$6,000.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 22<sup>nd</sup> day of January 2015, and the Project shall be complete on or before the 22<sup>nd</sup> day of April 2015, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Dorothy Ward  
224 Payne Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/16/14

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

(SEAL)

For Recipient:

[Signature]  
**Dorothy Ward, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2014 by Dorothy Ward, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced FL Drivers Lic as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Dorothy Ward**  
Property Address: **224 Payne Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Install new windows.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Dorothy Ward**

Address of Property  
**224 Payne Road**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-382-018**

**Total Amount of Lien**

**\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Dorothy Ward  
Dorothy Ward, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2014 by Dorothy Ward, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/16/14

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





**Install New Windows**

**224 Payne Road – Dorothy Ward**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of January 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Christopher Hall, (the "Recipient"), owner of residential property located at 420 South 1<sup>st</sup> Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$4,237, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$4,237, which shall be comprised of a cash contribution of \$4,237.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 22<sup>nd</sup> day of January 2015, and the Project shall be complete on or before the 22<sup>nd</sup> day of April 2015, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Christopher Hall  
420 South 1<sup>st</sup> Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal  
sufficiency

By/Title:

Date:

*[Signature]*  
12/16/14

For: **Board of County Commissioners of  
Escambia County**

By:

**Steven Barry, Chairman**

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

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

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

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

(SEAL)

For Recipient:

*[Signature]*  
**Christopher Hall, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2014 by Christopher Hall, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FL Drivers Lic as identification.



Signature of Notary Public

*[Signature]*  
**MAXWELL ROGERS**

Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Christopher Hall**

Property Address: **420 South 1<sup>st</sup> Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Install central heating and air conditioning system.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Christopher Hall**

Address of Property  
**420 South 1<sup>st</sup> Street**  
**Pensacola, FL 32507**

Property Reference No.  
**51-2S-30-7062-030-034**

**Total Amount of Lien**

**\$4,237**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Chris  
Christopher Hall, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2014 by Christopher Hall, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/10/14

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





**Install central heating and air conditioning system**

**420 S 1<sup>st</sup> Street – Christopher Hall**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of January 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Sarah Bowlby, (the "Recipient"), owner of residential property located at 2612 W. Jackson Street, Pensacola, Florida, 32505.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$5,456, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$5,456, which shall be comprised of a cash contribution of \$5,456.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 22<sup>nd</sup> day of January 2015, and the Project shall be complete on or before the 22<sup>nd</sup> day of April 2015, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Sarah Bowlby  
2612 W. Jackson Street  
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/19/14

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

(SEAL)

For Recipient:

[Signature]  
**Sarah Bowlby, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2014 by Sarah Bowlby, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

(Notary Seal)

[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public



## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Sarah Bowlby**

Property Address: **2612 W. Jackson Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Install new windows and install storm shutters.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name**  
**Sarah Bowlby**

**Address of Property**  
**2612 W. Jackson Street**  
**Pensacola, FL 32505**

**Property Reference No.**  
**00-0S-00-9060-001-207**

**Total Amount of Lien**

**\$5,456**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Sarah Bowlby  
Sarah Bowlby, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of December, 2014 by Sarah Bowlby, Property Owner. She ( ) is personally known to me or ( L ) has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Steven Barry, Chairman

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

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

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

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

Approved as to form and legal sufficiency.

Maxwell Rogers  
By/Title: \_\_\_\_\_  
Date: 12/19/14

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





**Install new windows and install storm shutters**

**2612 W. Jackson Street – Sarah Bowlby**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>th</sup> day of January 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Mary Thene Thomas, (the "Recipient"), owner of residential property located at 1105 West Jordan Street, Pensacola, Florida, 32501.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$2,925**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,925**, which shall be comprised of a cash contribution of **\$2,925**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **22nd** day of **January 2015**, and the Project shall be complete on or before the **22nd** day of **April 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Mary Thene Thomas  
1105 West Jordan Street  
Pensacola, FL 32501

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title:

Date: 12/19/14

For: **Board of County Commissioners of Escambia County**

By:

Steven Barry, Chairman

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

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

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

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

(SEAL)

For Recipient:

Mary Thene Thomas  
Mary Thene Thomas, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2014 by Mary Thene Thomas, Property Owner. She ( ) is personally known to me or ( X ) has produced FL Drivers Lic as identification.



Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Mary Thene Thomas**

Property Address: **1105 West Jordan Street, Pensacola, Florida, 32501**

The "Project" includes the following improvement to the above referenced property:

**Install a new roof.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Mary Thene Thomas**

Address of Property  
**1105 West Jordan Street**  
**Pensacola, FL 32501**

Property Reference No.  
**18-2S-30-6000-005-016**

**Total Amount of Lien**

**\$2,925**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Mary Thene Thomas  
Mary Thene Thomas, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2014 by Mary Thene Thomas, Property Owner. She ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

(Notary Seal)



MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Steven Barry, Chairman

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

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

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

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

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency

By/Title: CO  
Date: 12/19/14





**Install a new roof**

**1105 West Jordan St – Mary T. Thomas**



**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>th</sup> day of January 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Mattie R. Carter, (the "Recipient"), owner of residential property located at 1900 West Maxwell Street, Pensacola, Florida, 32501.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$2,874, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$2,874, which shall be comprised of a cash contribution of \$2,874.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 22nd day of January 2015, and the Project shall be complete on or before the 22nd day of April 2015, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Mattie R. Carter  
1900 West Maxwell Street  
Pensacola, FL 32501

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title:

Date: 12/19/14

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

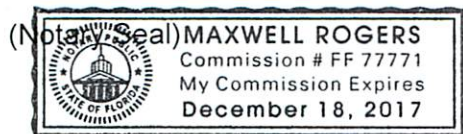
(SEAL)

For Recipient:

Mattie R. Carter  
**Mattie R. Carter, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2014, by Mattie R. Carter, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.



Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Mattie R. Carter**

Property Address: **1900 West Maxwell Street, Pensacola, Florida, 32501**

The "Project" includes the following improvement to the above referenced property:

**Install a new roof.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Mattie R. Carter**

Address of Property  
**1900 West Maxwell Street**  
**Pensacola, FL 32501**

Property Reference No.  
**17-2S-30-1500-011-010**

**Total Amount of Lien**

**\$2,874**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Mattie R. Carter

Mattie R. Carter, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2015 by Mattie R. Carter, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

[Signature]

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: Steven Barry, Chairman

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

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

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

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

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 12/19/14





**Install a new roof**

**1900 West Maxwell St – Mattie R. Carter**





## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7528**

**County Administrator's Report 11. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Cancellation of Residential Rehab Grant Program Liens

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

### **RECOMMENDATION:**

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

That the Board ratify the following January 22, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellation of four Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
Deborah Brock	207 Henry Street	\$882
Willis C. and Connie F. Fails	1716 West St. Joseph Street	\$1,175
Jose C. Reyes	1306 Wisteria Avenue	\$1,275
David A. Wigley	214 Henry Street	\$1,087

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

### **BACKGROUND:**

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

### **BUDGETARY IMPACT:**

There will be no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

**PERSONNEL:**

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owner.

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**Attachments**

Lien CX-D Brock-Jan2015

Lien CX-W&C Fails-Jan2015

Lien CX-J Reyes-Jan2015

Lien CX-D Wigley-Jan2015

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$882, executed by Deborah Brock and recorded in Official Record Book 7109 at pages 1599-1600, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Steven Barry, Chairman

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

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

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

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

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/23/14

ESCAMBIA COUNTY  
CLERK'S ORIGINAL  
10/17/2013 CAR II-21

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Deborah Brock**

Address of Property  
**207 Henry Street**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-5012-008-032**

**Total Amount of Lien**

**\$882**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 10/21/2013 Verified By: *Deborah Brock*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Deborah Brock  
Deborah Brock, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 2013 by Deborah Brock, Property Owner. She ☐ is personally known to me or ☒ has produced Florida Driver License as identification.



Carolyn M. Barbour  
Signature of Notary Public  
Carolyn M. Barbour  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May  
Lumon J. May, Vice Chairman

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



Chris Harris  
Deputy Clerk

Date Executed: October 18, 2013

BCC Approved: 10-17-2013

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 10/17/13



Barrancas District

207 Henry St.

**Sanitary Sewer Connection**

Total \$1,764



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,175**, executed by **Willis C. and Connie F. Fails** and recorded in Official Record Book **7109** at pages **1597-1598**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 12/29/19



ESCAMBIA COUNTY  
CLERK'S ORIGINAL  
11/21/2013 CAR II-11

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>Willis C. and Connie F. Fails</u></b>	<b><u>1716 W. St. Joseph St.</u></b> <b><u>Pensacola, FL 32507</u></b>	<b><u>17-2S-30-1600-144-141</u></b>

**Total Amount of Lien**

**\$1,175**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 11/26/2013  
Verified By: *Stacia*



For Recipient(s):

Willis C. Fails  
Willis C. Fails, Property Owner

Connie F. Fails  
Connie F. Fails, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of October, 2013 by Willis C. Fails, Property Owner. He ☐ is personally known to me or ☒ has produced FLDL F420-058-D as identification.

The foregoing instrument was acknowledged before me this 21st day of October, 2013 by Connie F. Fails, Property Owner. She ☐ is personally known to me or ☒ has produced FLDL F420-530-D as identification.



ZAKKIYAH Q. OBIQWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyah Obiqwe  
Signature of Notary Public  
Zakkiyah Obiqwe  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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



**RAM CHILDERS**  
Clerk of the Circuit Court

Oris Harris  
Deputy Clerk

Date Executed: 11-25-2013

BCC Approved: 11-21-2013

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

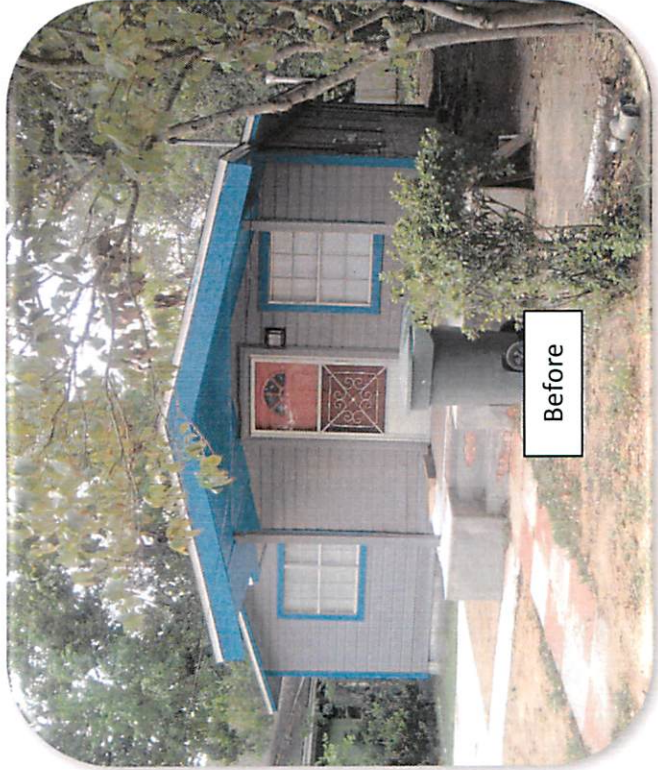
Approved as to form and legal  
sufficiency.

By/Title: Kathleen A. Act  
Date: 10/18/13

Englewood District  
1716 W St. Joseph Ave.

### Sanitary Sewer Connection

Total \$2,350



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,275, executed by Jose C. Reyes and recorded in Official Record Book 7128 at pages 142-143, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency:

By/Title: *[Signature]*  
Date: 12/23/14



ESCAMBIA COUNTY  
CLERK'S ORIGINAL  
10/17/2013/CAR II-26

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014005028 01/23/2014 at 12:10 PM  
OFF REC BK: 7128 PG: 142 - 143 Doc Type: L  
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Jose C. Reyes**

Address of Property  
**1306 Wisteria Avenue**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-5000-021-003**

**Total Amount of Lien**

**\$1,275**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *Stanna*  
Date: 10/24/2013

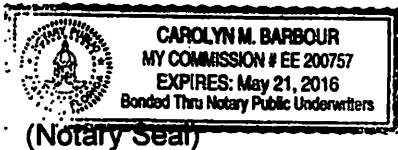
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Jose C. Reyes  
Jose C. Reyes, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September, 2013 by Jose C. Reyes, Property Owner. He ☐ is personally known to me or ☒ has produced Florida Driver License as identification.



Carolyn M. Barbour  
Signature of Notary Public  
Carolyn M. Barbour  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May  
Lumon J. May, Vice Chairman



**PAM CHILDERS**  
Clerk of the Circuit Court

By: Doris Harris  
Deputy Clerk

Date Executed: October 18, 2013

BCC Approved: October 17, 2013

This instrument prepared by:  
Zakkiyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Kathleen Aca  
Date: 8/29/13



Before

Barrancas District

1306 Wisteria Ave.

**Sanitary Sewer Connection**

Total \$2,550



After



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,087, executed by David A. Wigley and recorded in Official Record Book 7128 at pages 140-141, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 12/29/14

ESCAMBIA COUNTY  
CLERK'S ORIGINAL  
11/21/2013/CAR II-10

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014005027 01/23/2014 at 12:10 PM  
OFF REC BK: 7128 PG: 140 - 141 Doc Type: L  
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**David A. Wigley**

Address of Property  
**214 Henry Street  
Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-5012-020-033**

**Total Amount of Lien**

**\$1,087**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 11/26/2013 Verified By: *Atkins*



For Recipient:

David A. Wigley Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2013, by David A. Wigley, Property Owner. He ( ) is personally known to me or ( X ) has produced FLDLW240 ... 1069 as identification.



(Notary Seal)

ZAKKIYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

[Signature]

Signature of Notary Public

ZAKKIYAH Q. OSUIGWE  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

By: [Signature]  
**Lumon J. May, Chairman**

ATTEST **RAM CHILDERS**  
Clerk of the Circuit Court



By: [Signature]  
**Deputy Clerk**

Date Executed: 11-25-2013

BCC Approved: 11-21-2013

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 10/13/13



Before

Barrancas District

214 Henry St.

**Sanitary Sewer Connection**

Total \$2,174



After



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7529**

**County Administrator's Report 11. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following January 22, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3770 Barrancas Avenue:

A. Approving the Commercial Facade Grant Program Funding and Lien Agreements between Escambia County CRA and Granger Development & Brokerage Service, Inc., the owner of commercial property located at 3770 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,975, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for exterior painting and restoration of architectural features; and

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

### **BACKGROUND:**

The CRA created the matching Grant programs to be implemented within the County's redevelopment districts. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided as follow:

Granger Development & Brokerage Service, Inc, Barrancas TIF, Cost Center 220519, Object Code 58301, and/or NED 2009 CDBG, Fund 129, Cost Center 220435, Object Code 58301 in the amount of \$3,975.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, will handle all implementation tasks.

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**Attachments**

Granger-3770 Barrancas -Jan 2015

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of January 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Granger Development & Brokerage Service, Inc., (the "Recipient"), owner of commercial property located at 3770 Barrancas Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.
2. Commercial Façade, Landscape and Infrastructure Grant Program: The CRA awards to the Recipient a Program Grant in the maximum amount of \$3,975, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. In-Kind Match: The Recipient shall provide matching funds in the total amount of \$3,975, which shall be comprised of a cash contribution of \$3,975.
4. Project: The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. Term: The work to be performed for the Project shall commence after the 22<sup>nd</sup> day of January 2015, and the Project shall be complete on or before the 22<sup>nd</sup> day of April 2015, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.



6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, Florida 32502

Recipient:

Granger Development &  
Brokerage Services, Inc  
3770 Barrancas Avenue  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/23/14

For: **Escambia County  
Board of County Commissioners**

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

(SEAL)

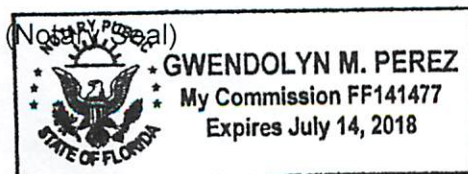
Date Executed: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

For Recipient: [Signature]  
**Kenneth Granger III, Property Owner**

The foregoing instrument was acknowledged before me this 30th day of December 2014  
by Kenneth Granger III, Property Owner. He (X) is personally known to me or (  ) has  
produced \_\_\_\_\_ as identification.



[Signature]  
Signature of Notary Public  
Gwendolyn M. Perez  
Printed Name of Notary Public



## **EXHIBIT I**

### **COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

Property Owner: **Granger Development & Brokerage Services, Inc.**  
Property Address: **3770 Barrancas Avenue, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

#### **Exterior Painting & Restoration of Architectural Features**

**Escambia County Community Redevelopment Agency**  
**Commercial Façade, Landscape, and Infrastructure Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>Granger Development &amp; Brokerage Services, Inc</u></b>	<b><u>3770 Barrancas Avenue</u></b> <b><u>Pensacola, Florida 32507</u></b>	<b><u>50-2S-30-5000-180-015</u></b>

**Total Amount of Lien** **\$3,975**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

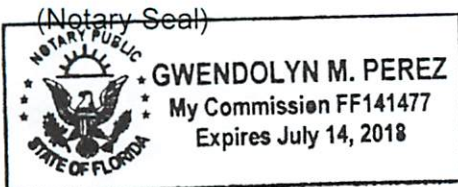
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Kenneth Granger III, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of December, 2014 by Kenneth Granger III, Property Owner. He (X) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.



Gwendolyn M. Perez  
Signature of Notary Public  
Gwendolyn M. Perez  
Printed Name of Notary Public

For: **Escambia County  
Board of County Commissioners**

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

Approved as to form and legal  
sufficiency,

By/Title: K. H. H. H. H.  
Date: 12/23/14

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place Suite 305, Pensacola, FL 32502



## **Exterior Painting & Restoration of Architectural Features**

**Granger Development & Brokerage Services, Inc.—  
3770 Barrancas Avenue**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7530**

**County Administrator's Report 11. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Recommendation Concerning the 2nd Annual Celebrating  
Brownsville Community Festival

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Sponsoring the 2nd Annual Celebrating Brownsville  
Community Festival - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following January 22, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), approving to sponsor the 2nd Annual Celebrating Brownsville Community Festival, in the Brownsville Redevelopment Area, with a budget not to exceed \$10,000, to be funded through the Brownsville Tax Increment Financing (TIF).

[Funding Source: CRA Brownsville TIF, Cost Center 220515]

### **BACKGROUND:**

The purpose of this Celebrating Brownsville Community Festival is to provide free art shows, food, children activities, musical performances, educational workshops and to serve as an outreach to the Brownsville and the Greater Pensacola communities. This event draws a wide range of talented artists who provide insights into the contemporary art scene, and demonstrate the true value of Brownsville's cultural diversity. This initiative serves to support the revitalization of Brownsville through the community's engagement in the arts. Our mission as it relates to cultural initiatives is to identify the cultural significance and arts potential of the Brownsville Community Redevelopment Area and incorporate these unique characteristics into projects, programs, and events which encourage reinvestment, promote economic development, and enhance the community. This event will take at the Brownsville Community Square at 3300 Mobile Highway on Saturday, April 25, 2015 from 12:00 noon to 4:00 p.m. A rendering of the site is attached.

**BUDGETARY IMPACT:**

Funding for the Festival will be provided through the Brownsville TIF, Fund 151, Cost Center 220515.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

There is no legal consideration required.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle coordination and organization of this event.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with other event sponsors such as: Artel Gallery, Lamar Advertising, Gulf Power, City of Pensacola, and Pensacola Energy, to handles all implementation tasks.

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**Attachments**

Brownsville Square-3300 Mobile Hwy-Jan2015

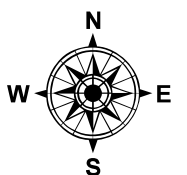
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# 3300 Mobile Hwy



0 70 140 280 420 560 Feet





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7450**

**County Administrator's Report 11. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Voluntary Cleanup Tax Credit Application

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Voluntary Cleanup Tax Credit Application - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Escambia County Board of County Commissioners Application for Voluntary Cleanup Tax Credit (VCTC), through the Florida Department of Environmental Protection (FDEP), for the environmental remediation of hazardous contamination at the former Escambia County Mosquito Control Facility located at 603 West Romana Street:

A. Approve the Application to the FDEP for the VCTC in the amount of \$37,561.62, for the former Escambia County Mosquito Control Facility located at 603 West Romana Street; and

B. Authorize the Chairman to sign the Application and all other related documents.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

### **BACKGROUND:**

Environmental Site Cleanup and remediation at the former Escambia County Mosquito Control facility is ongoing and has totaled \$75,123.25 for the 2014 year. The County is eligible to apply for tax credits through the FDEP VCTC Program. This program allows entities and/or individuals to recover certain expenses incurred in the voluntary execution of site assessment /remediation for hazardous materials in the form of tax credits issued by the Florida Department of Revenue through the FDEP. Escambia County is eligible to receive \$37,561.62 in tax credits for 2014.



The VCTC is a State Economic Development Tax Incentive designed to be used against the Florida Corporate income tax liabilities. The State allows the tax credits to be transferred to another entity one time during the life of the instrument, i.e. through either the sale of the individual VCTC instrument or by assigning the credits to another entity.

**BUDGETARY IMPACT:**

In the event of a monetary gain for the County, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No legal consideration is required for this recommendation.

**PERSONNEL:**

Community & Environment Division/Community Redevelopment Agency (CED/CRA) staff will coordinate all tasks.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for submittal of all applications.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the FDEP, shall execute and deliver all documents and perform further actions necessary to complete the application.

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**Attachments**

VCTC App\_603 Romana\_Jan2015

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# Department of Environmental Protection

## VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of s. 376.30781, F.S., application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other required documentation.

### SECTION I. – APPLICANT INFORMATION

#### A. APPLICANT<sup>1</sup>

Name: Steven Barry, Chairman

Address: 221 Palafox

(Street or P.O. Box)

Pensacola Florida 32502

(City) (State)

(Zip Code)

Applicant's Point of Contact: Glenn Griffith, Brownfields Coordinator

Telephone Number: (850) 595-4950

E-mail: district5@myescambia.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

☒ Postal address ☐ E-mail address (Choose one)

Federal Employment Identification Number (FEID), if applicant is a business: 596000598

—

**-OR-** (9-digit number)

Social Security Number, if applicant is an individual: — — — - — — - — — —  
(9-digit number)

#### B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Glenn Griffith, Brownfields Coordinator

Address: 221 Palafox, Old County Courthouse, Suite 305, 4<sup>th</sup> Floor

(Street or P.O. Box)

Pensacola

Florida 32502

(City)

(State)

(Zip Code)

Telephone Number: (850) 595 - 3538

E-mail: gcgriffi@myescambia.com

Application Number

(FDEP Use Only)

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

☒ postal address ☒ e-mail address (Choose one)

*If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.*

## SECTION II. – SITE INFORMATION

### A. SITE IDENTIFICATION

**Brownfield Site** /Drycleaning Facility Name: Former Escambia County Mosquito Control Facility

Address: 603 W. Romana

(Street or P.O. Box)

Pensacola \_\_\_\_\_ Florida \_\_\_\_\_ 32502 \_\_\_\_\_  
(City) (State) (Zip Code)

**Brownfield Site Identification Number:** BF 1 7 0 5 0 2 0 0 1  
(9-digit number)

Is there more than one contaminated site, as defined by Department rule, covered by the above Brownfield Site Rehabilitation Agreement (BSRA)? No (Yes/No)

-----OR-----

**DEP Drycleaning Facility Identification Number:** \_\_\_\_\_  
(9-digit number)

If this application is for a Drycleaning Solvent Cleanup Program (DSCP) site and the Real Property Owner is not the applicant, please provide Real Property Owner information.

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street or P.O. Box)

(City) (State) (Zip Code) \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

### B. TYPE OF SITE

- ☐ (1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S. The applicant must complete **Section II.C.** on page 3;
- ☐ (2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(11), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists. The applicant must complete **Section II.D.** on page 3; or
- ☒ (3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

### C. DSCP SITES ELIGIBLE FOR STATE-FUNDED SITE REHABILITATION

See paragraph 62-788.300(3)(d), F.A.C.

If boxB.(1) is checked on page 2, the applicant must submit with this application a copy of the Department's eligibility order for the DSCP and the appropriate deductible payment, as indicated in the order. Please include a cashier's check or money order (DO NOT SEND CASH, PERSONAL CHECKS, OR CORPORATE CHECKS) made payable to the Water Quality Assurance Trust Fund. This check or money order must be separate from the \$250 non-refundable application review fee required by Section VIII of this application. Please check the appropriate box below to indicate the amount enclosed or previously paid:

- ☐ \$1,000 (complete DSCP applications submitted by June 30, 1997)
- ☐ \$5,000 (complete DSCP applications submitted July 1, 1997, through September 30, 1998)
- ☐ \$10,000 (complete DSCP applications submitted October 1, 1998, through December 31, 1998)
- ☐ Deductible previously paid in \_\_\_\_\_ (year) VCTC application

### D. REAL PROPERTY OWNER AFFIDAVIT

See paragraph 62-788.300(3)(b), F.A.C.

If boxB.(2) is checked on page 2, the following affidavit must be signed by the real property owner and notarized:

The undersigned, under penalties of perjury, does solemnly swear that the applicant is the real property owner of the property containing the drycleaning solvent contaminated site at which the applicant is voluntarily conducting site rehabilitation, and that the applicant is not, and has never been, the owner or operator of the drycleaning facility where the contamination exists.

Signature of Real Property Owner or Authorized Corporate Real Property Owner Representative

Date

Print Name of Real Property Owner or Corporate Real Property Owner

Print Name of Authorized Corporate Real Property Owner Representative

Title

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
Real Property Owner's Name

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Signature of Notary Public - State of Florida

Type of Identification Produced \_\_\_\_\_

(Print, type, or stamp Commissioned Name of Notary Public)

### SECTION III. – DOCUMENTATION

*For more detail, see paragraphs 62-788.300(3)(f) and .330(3)(d), F.A.C.*

This application package must include copies of documentation sufficient to demonstrate that the tax credit applicant, which must be the signatory to a Voluntary Cleanup Agreement or BSRA, incurred and paid the costs that were either integral to site rehabilitation or that were for solid waste removal (applies to BSRAs only). Costs for **site rehabilitation** must have been incurred between January 1 and December 31 of the year for which the application is being submitted and paid prior to submittal of the tax credit application; costs for **solid waste removal** must have been incurred and paid since July 1, 2006.

The documentation must clearly describe the goods or services and associated costs that are being claimed in the application. Copies of documents for goods or services that are being claimed must be sufficient to demonstrate a link between the contractual records, the payment requests associated with the contractual records, and the payment records for the claimed portions of the payment requests, as required by each of the following three paragraphs:

1. Contractual records that describe the scope of work performed during the applicable time period that was either integral to site rehabilitation or for solid waste removal. Examples include: contracts, documentation of contract negotiations, proposals, work orders, task orders, and change orders; and
2. Payment requests that describe the goods or services provided in support of the above scope of work. Examples include: invoices, sales tickets, and account statements. **Payment request documents that include costs for goods or services that are not being claimed in the VCTC application must clearly identify which costs are being claimed; and**
3. Payment records that describe the actual costs incurred and paid for the goods or services above. Examples include: cancelled checks, or other payment records from purchases, sales, leases, or other transactions.

The Certified Public Accountant (CPA) and Technical Professional Certifications are not required if the applicant is claiming only an Affordable Housing, Health Care, and/or SRCO VCTC, because the tax credit applicant will have previously provided this documentation in the annual site rehabilitation application(s).

## SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

### A. TYPE OF TAX CREDIT CLAIMED (Check all that apply and complete additional sections as directed)

- ☒ (a) Site Rehabilitation; requires completion of Section IV.B.  
☐ (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.  
☐ (c) Affordable Housing bonus; requires completion of Section IV.D.  
☐ (d) Health Care bonus; requires completion of Section IV.E.  
☐ (e) Solid Waste Removal; requires completion of Section IV.F.

### B. SITE REHABILITATION

*See Rule 62-788.300, F.A.C.*

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

1. Total site rehabilitation costs incurred and paid by the applicant for this calendar year \$ 75,123.25
2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ 37,561.62 Site Rehabilitation tax credit claimed
3. Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year  
Joint applicant name \_\_\_\_\_ NONE \_\_\_\_\_  
\_\_\_\_\_ 0 \_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ 0 \_\_\_\_\_ Amount contributed

### C. SITE REHABILITATION COMPLETION ORDER BONUS

*See Rule 62-788.300, F.A.C.*

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

1. Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006 \$ \_\_\_\_\_
2. 10% of the amount on line 1. or \$50,000 - whichever is less \$ \_\_\_\_\_ SRCO bonus claimed before July 1, 2006
3. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006 \$ \_\_\_\_\_
4. 25% of the amount on line 3. or \$500,000 - whichever is less \$ \_\_\_\_\_ SRCO bonus claimed on or after July 1, 2006
5. Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

- If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.
- The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.

#### D. AFFORDABLE HOUSING BONUS

See Rule 62-788.310, F.A.C.

If use of the brownfield site identified in the BSRA is limited to affordable housing, complete this section to claim a tax credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **July 1, 2006**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006  
\$ \_\_\_\_\_
2. 25% of the amount on line 1. or \$500,000 - whichever is less  
\$ \_\_\_\_\_ Affordable Housing bonus claimed
3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

In accordance with Rule 62-788.310(2), F.A.C., please provide a certification letter from the party to the use agreement that is identified below.

- ☐ (a) Florida Housing Finance Corporation
- ☐ (b) Local housing authority \_\_\_\_\_ (Name of Agency)
- ☐ (c) Other government agency \_\_\_\_\_ (Name of Agency)

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.



## E. HEALTH CARE FACILITY OR HEALTH CARE PROVIDER BONUS

See Rule 62-788.320, F.A.C.

If use of the brownfield site identified in the BSRA includes a health care facility or a health care provider, pursuant to Sections 408.032, 408.07, or 408.7056, F.S., complete this section to claim a credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **January 1, 2008**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after January 1, 2008 \$ \_\_\_\_\_
2. 25% of the amount on line 1. or \$500,000 - whichever is less \$ \_\_\_\_\_ **Health Care Facility/Provider bonus claimed**
3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

Please check the category of health care facility or health care provider and specify the type of facility/provider in the space provided.

- ☐ (a) Health Care Facility pursuant to Section 408.032, F.S., \_\_\_\_\_
- ☐ (b) Health Care Facility/Provider pursuant to Section 408.07, F.S., \_\_\_\_\_
- ☐ (c) Health Care Provider pursuant to Section 408.7056, F.S., \_\_\_\_\_

Health Care Facility/Provider claimed in this application:

Doing Business As: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

In accordance with Rule 62-788.320(2), F.A.C., please provide a copy of one of the required supporting documents listed below.

- ☐ (a) Certificate of Occupancy
- ☐ (b) License for the operation of the Health Care Facility or Health Care Provider
- ☐ (c) Certificate for the operation of the Health Care Facility or Health Care Provider

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

## F. SOLID WASTE REMOVAL TAX CREDIT

See Rule 62-788.330, F.A.C.

Complete this section to claim a credit in the amount of 50% of the costs incurred and paid by the applicant on or after **July 1, 2006** for solid waste removal from within the boundary of the eligible brownfield site identified in the BSRA.

1. Total costs for solid waste removal incurred and paid by the applicant on or after July 1, 2006 \$ \_\_\_\_\_
2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ \_\_\_\_\_ **Solid Waste Removal tax credit claimed**
3. Joint applicant - The percentage and corresponding amount of the solid waste removal costs on line 1. contributed by the applicant  
Joint applicant name \_\_\_\_\_  
\_\_\_\_\_ % contributed  
\$ \_\_\_\_\_ Amount contributed

In accordance with 62-788.330(2), F.A.C., I have consulted with the following local government and DEP officials. With this application, I certify that, to the best of my knowledge, the brownfield site as identified in the BSRA was never operated as a permitted solid waste disposal area or for monetary compensation.

Name of local government official consulted: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name of DEP representative consulted: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of solid waste removal costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.


## SECTION V. - TECHNICAL PROFESSIONAL CERTIFICATION

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 4 of this tax credit application; and that the costs incurred and paid by the applicant and claimed in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

01/01/2014 to 12/31/2014  
Site Rehabilitation Period Covered by Application

\_\_\_\_\_  
Solid Waste Removal Period Covered by Application

  
Signature of Registered Technical Professional  
Laura B. Barnhart  
Print Name

12/29/14  
Date  
Professional Geologist  
Print Title (e.g., Professional Engineer, Professional Geologist)

### Technical Professional Information:

Name: Laura B. Barnhart

Address: 1812 E. Mallory Street  
(Street or P.O. Box)

Pensacola  
(City)

FL  
(State)

32503  
(Zip Code)

Telephone Number: (850) 434 - 1011

State of Florida License Number: PG 2643

Expiration Date: 07/31/2016

*For more detail, see paragraphs 62-788.300(3)(h) and .330(3)(f), F.A.C., and subsections 62-788.300(4) and .330(4), F.A.C.*

Under penalties of perjury, I declare that I have read *A Guideline for Agreed-Upon Procedures for Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program*<sup>1</sup>, Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that I understand the accounting requirements associated with these documents. In addition, I attest that I have read the foregoing Voluntary Cleanup Tax Credit application and that the facts stated in it are true to the best of my knowledge and belief.

1/9/15  
Date

IDEP has developed guidance to assist CPAs in the review of VCTC applications. This guidance is entitled *A Guideline for Agreed-Upon Procedures Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program*, October 2010, and may be obtained by calling the VCTC program manager at (850) 245-8927.

## ID: P Form# 62-788.900(1) - Voluntary Cleanup Tax Credit Application - Effective Date XX/XX/XXXX

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

(Check all that apply)

Time Period Covered by the  
Application

- ☐ **Section II.C.** Drycleaning Solvent Cleanup Program Sites eligible  
for State-funded Site Rehabilitation
- ☐ **Section II.D.** Real Property Owner Affidavit
- ☒ **Section IV.B** Site Rehabilitation Tax Credit
- ☐ **Section IV.C.** Site Rehabilitation Completion Order Bonus
- ☐ **Section IV.D.** Affordable Housing Bonus
- ☐ **Section IV.E.** Health Care Facility or Health Care Provider Bonus
- ☐ **Section IV.F.** Solid Waste Removal Tax Credit

1/1/2014 – 12/31/2014

Signature of Applicant

Date

Steven Barry

Print Name

Chairman

Print Title

Attest: Pam Childers  
Clerk of the Circuit Court

Escambia County Board of County Commissioners

Print Company Name (if applicable)

By \_\_\_\_\_

Deputy Clerk

### Notary Seal for Applicant's Certification Affidavit

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
Applicant's Name

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public - State of Florida

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Print, type, or stamp Commissioned Name of Notary Public)

## **SECTION VIII. – NON-REFUNDABLE APPLICATION REVIEW FEE**

*For more detail see paragraphs 62-788.300(3)(e), 310(3)(c), 320(3)(c) or 330(3)(c) F.A.C.*

Please include a **cashier's check or money order** made payable to the Water Quality Assurance Trust Fund in the amount of \$250 to cover the administrative costs associated with the Department's review of the tax credit application. The \$250 application review fee is non-refundable. Failure to submit the non-refundable application review fee as required by s. 376.30781(6)(a), F.S., shall result in the application being deemed "incomplete", in accordance with Rule 62-788.400, F.A.C.

### **Send Completed Applications to:**

Department of Environmental Protection  
Division of Waste Management  
Voluntary Cleanup Tax Credit  
2600 Blair Stone Road, Mail Station 4505  
Tallahassee, Florida 32399-2400

**- OR -**

### **Hand Deliver to:**

Department of Environmental Protection  
Division of Waste Management  
Bureau of Waste Cleanup  
2600 Blair Stone Road  
Room 309  
Tallahassee, Florida  
*Attn.: Voluntary Cleanup Tax Credit*

**KEEP A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS.**





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

**AI-7433**

**County Administrator's Report 11. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** State of Florida, Division of Emergency Management Federal  
Fiscal Year 2014 Homeland Security Federally-Funded Subgrant  
Agreement

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Federally-Funded Subgrant Agreement to be Utilized for Department of Homeland Security Related Planning, Training, and/or Exercise Activities - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subgrant Agreement, Contract Number 15DS-P4-01-27-01-XXX, CFDA Number 97.067:

A. Approve the Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management and Escambia County, providing cost reimbursement funding to the County Division of Emergency Management in the amount of \$16,000, for Department of Homeland Security related planning, training and/or exercise activities, for the period from date of full execution through December 31, 2015; and

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

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330459]

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

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

**BACKGROUND:**

Each year, the U.S. Department of Homeland Security (DHS) provides funding to local communities through the Florida Division of Emergency Management, to enhance local planning, response, and recovery activities through eligible Homeland Security program planning, training, and exercise activities prior to disaster impacting the community. DHS is providing \$16,000 to implement eligible program activities during the Subgrant Agreement period of performance from the date of full execution through December 31, 2015.

**BUDGETARY IMPACT:**

Federal funds are being provided for this Subgrant in the amount of \$16,000, with no local match requirement, and administrative expenses not specifically identified. Funds for this Subgrant will be identified in Fund 110, Other Grants and Projects, Cost Center 330459.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual approved this Subgrant Agreement as to form and legal sufficiency on December 11, 2014.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioners' policies require grant contracts be approved by it.

**IMPLEMENTATION/COORDINATION:**

Coordination of this Subgrant will be between the Florida Division of Emergency Management and the Escambia County Division of Emergency Management, along with any potential scope of work implementation contractors.

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**Attachments**

Contract #15DS-P4-01-27-01-XXX

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**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A and Attachment B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end December 31, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and Attachment B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

#### (6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133,

Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

#### (7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment B.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and Attachment B to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., and the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar day's prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Laura Beagle  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: (850) 413-9953  
Fax: (850) 922-8689  
Email: laura.beagle@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager  
Division of Emergency Management  
Escambia County BCC  
6575 North "W" Street  
Pensacola, Florida 32399  
850-471-6409 phone  
850-471-6455 fax  
[John\\_Dosh@co.escambia.fl.us](mailto:John_Dosh@co.escambia.fl.us)

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B - Scope of Work

Attachment C – Deliverables & Performance

Attachment D – Program Statutes and Regulations

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations



Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

Attachment I – Reimbursement Checklist

Attachment J – Monitoring Guidelines

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$16,000**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and Attachment B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(21) COPYRIGHT, PATENT AND TRADEMARK**

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Board of County Commissioners  
Escambia County, Florida**

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/11/14

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

Name and Title: Steven Barry, Chairman

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

FID# 59-6000598-168

DUNS# 07-507-9673

Include a copy of the designation of authority for the signatory, if applicable.

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

\_\_\_\_\_  
Deputy Clerk

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

Name and Title: \_\_\_\_\_

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

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

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

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

*NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

### Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management  
Catalog of Federal Domestic Assistance title and number: Homeland Security Grant Program  
Award amount: **\$16,000**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11 and 27P-19. Florida Administrative Code

44 CFR (Code of Federal Regulations) Part 13 (Common Rule)

2 CFR Part 215

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

### Federal Program:

*List applicable compliance requirements as follows:*

1. Recipient is to use funding to perform eligible activities as identified FY2014 Department of Homeland Security Funding Opportunity Announcement.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

## ATTACHMENT A

### PROGRAM BUDGET

- Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.

Grant	Recipient Agency	Category	Amount Allocated
FY 2014 - Homeland Security Grant Program	Escambia County	Issue 16 – Local Planning, Training & Exercise	\$16,000
Total Award			\$16,000



## BUDGET DETAIL WORKSHEET

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2014 Escambia Co Issue 16 Budget Detail Worksheet-- Eligible Activities			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities			
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives			
Developing related terrorism prevention activities			
Developing and enhancing plans and protocols			
Developing or conducting assessments			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained			
Developing and implementing a community preparedness strategy for the State/local jurisdiction			
Travel/per diem related to planning activities			
Overtime and backfill costs (in accordance with operational Cost Guidance)			
Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response			
Issuance of WHTI-compliant tribal identification cards (SHSP only)			
Activities to achieve planning inclusive of people with disabilities			
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Developing, Delivering, and Evaluating Training			
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.			

Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.			
Training Workshops and Conferences			
Activities to achieve training inclusive of people with disabilities			
Full or Part-Time Staff or Contractors/Consultants			
Certification/Recertification of Instructors			
Travel			
Supplies			
Tuition for higher education			
Other items			
<b>Allowable Exercise Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.	1	\$10,000	\$10,000
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	1	\$5,000	\$5,000
Implementation of HSEEP			
Activities to achieve exercises inclusive of people with disabilities			

Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).	1	\$500	\$500
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.	1	\$500	\$500
<b>TOTAL BUDGET</b>			<b>\$16,000.00</b>

## ATTACHMENT B

### SCOPE OF WORK

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2014 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

#### I. Issue and Project Description

**Issue 16 – Local Planning, Training & Exercise** - Allows all seven regions to execute multi-disciplinary planning, training and exercises initiatives that will test the knowledge, skills and abilities of personnel, organizations, teams and the public/private partnerships.

#### II. Categories and Eligible Activities

FY2014 allowable costs for this agreement are for the **Planning, Training and Exercise** Categories. Allowable costs have been listed in the "Budget Detail Worksheet" Attachment A.

##### A. Planning

**Examples of allowable planning activities include:**

- **Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, mitigation, response, and recovery activities as identified in the national planning frameworks**
- **Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:**
  - Conducting a THIRA process
  - Implementing the Goal, National Preparedness System, and the Whole Community Approach to Security and Emergency Management including efforts to support strengthening of capacity among whole community partners
  - Pre-event recovery planning
  - Implementing the 2014 National Infrastructure Protection Plan (NIPP) and associated Sector Specific Plans
  - Enhancing and implementing SCIPs and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
  - Costs associated with the adoption, implementation, and sustainment of the NIMS, including implementing the NIMS Guideline for Credentialing of Personnel
  - Modifying existing incident management and EOPs to ensure proper alignment with the coordinating structures, processes, and protocols described in the National Frameworks
  - Establishing or enhancing mutual aid agreements
  - Developing communications and interoperability protocols and solutions consistent with NIMS/ICS that include communications support for faith-based and voluntary organizations
  - Developing emergency communications SOPs and plain language protocols
  - Integrating emergency communications SOPs across jurisdiction, disciplines, and levels of government
  - Conducting local, regional, and Tribal program implementation workshops

- Developing or updating resource inventory assets in accordance to NIMS-typed resource definitions which are managed by FEMA's National Integration Center (NIC) and can be found at: <http://www.fema.gov/resource-management>
  - Designing State and local geospatial data systems
  - Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness and support for the National Preparedness Campaign including America's PrepareAthon! and Ready campaigns, as required by the National Preparedness System; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness
  - Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
  - Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness and support for the national Campaign to Build and Sustain Preparedness, including America's PrepareAthon!, as required by the National Preparedness System; the Ready Campaign; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness activities, materials, services, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
  - Preparing materials for SPRs
  - WHTI implementation activities including the issuance of WHTI-compliant Tribal identification cards
- **Conducting statewide emergency communications and preparedness planning, including the following activities:**
    - Conducting/attending planning and governance workshops
    - Engaging and expanding the participation of the whole community in emergency communications planning, response, and risk identification
    - Participating in THIRA development process
    - Collecting and using data (e.g., NECP Goal Assessments, findings from national-level exercises) to assess user needs, capabilities, and gaps, and to facilitate coordination and asset-sharing
    - Assessing emergency communications needs and assets and integrating needs into State plans (e.g., SCIP, SPR, and broadband plans)
    - Coordinating with SWIC, SAA, and State-level planners to ensure proposed investments align to statewide plans (e.g., SCIP, State broadband plan) and comply with technical requirements
- **Developing related terrorism prevention activities:**
    - Coordinating fusion center efforts with other analytical and investigative efforts including, but not limited to JTTFs, Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers.
    - Developing THIRAs that reflect a representative makeup and composition of the jurisdiction
    - Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections

- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
  - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
  - Developing and planning for information/intelligence sharing groups
  - Integrating and coordinating the fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within designated fusion centers to achieve early warning, monitoring, and mitigation of threats
  - Hiring and training privacy, security, and/or fusion liaison officers (FLO) coordinators to support fusion center operations
  - Integrating and coordinating private sector participation with fusion center activities
  - Developing and implementing preventive radiological/nuclear detection activities
  - Acquiring systems allowing connectivity to State, local, Tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
  - Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
  - Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils
  - Volunteer programs and other activities to strengthen citizen participation
  - Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; Promoting the national Campaign to Build and Sustain Preparedness and the Ready campaign
  - Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
  - CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
  - Underwater Terrorist Protection Plans
- **Developing and implementing a comprehensive model for preventing violent extremism in local communities:**
    - Including existing law enforcement agencies' initiatives and including mechanisms for engaging the resources and expertise available from a range of social service providers, such as education administrators, mental health professionals, and religious leaders;
    - Enhancing engagement with communities to discuss violent extremism in an effort to (1) share sound, meaningful, and timely information about the threat of radicalization to violence with a wide range of groups and organizations, particularly those involved in public safety; (2) respond to concerns about government policies and actions; and (3) increase understanding for how community-based solutions can be supported.
    - Building expertise, including a robust training program to improve cultural competency and to ensure that communities, government, and law enforcement receive accurate, intelligence-based information about the dynamics of radicalization to violence.
- **Developing and enhancing risk centric capabilities-based plans and protocols, including but not limited to:**
    - Community-based planning to advance "whole community" security and emergency management
    - Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland security strategies, policies, guidance, plans, and evaluations
    - Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v 2.0

- Planning for the relocation of existing systems operating in the T-Band
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans including such actions to support communications with faith-based and voluntary entities who act as immediate responders in disaster
- Developing or enhancing critical infrastructure planning, to include planning for incidents at chemical facilities
- Developing protocols or SOPs for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
- Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Developing or enhancing border security plans
- Developing or enhancing cyber-security and risk mitigation plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF and the National Disaster Recovery Framework (NDRF)
- Developing plans and response procedures for adjudicating, validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State EMS systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities, and faith-based organizations in preparedness, mitigation, response, and recovery activities
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Developing plans to educate youth on disaster preparedness
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource

integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols

- Designing and developing State, local, Tribal, and territorial geospatial data systems
  - Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
  - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities
- **Preparing and submitting SCIPs for SHSP, Preparing and submitting reports to the Office of Emergency Communications (OEC) on progress of implementing that State's SCIP and achieving interoperability at the interstate, State, county, regional, and city levels**
  - **Updating and implementing SCIP and TICP to:**
    - Address findings and gaps identified in AARs from real world incidents and planned exercises, NECP Goal assessments, other State-level preparedness reports and assessments
    - Incorporate the National Preparedness System and DHS Whole Community initiatives
    - Address plans for implementation of the Federal Communications Commission (FCC) narrowband requirements
    - Describe strategic broadband planning activities and initiatives in preparation for the future deployment of the Nationwide Public Safety Broadband Network (NPSBN)
  - **Developing or conducting assessments, including but not limited to:**
    - Developing pre-event recovery plans
    - Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
    - Participating Regional Resiliency Assessment Program (RRAP) activities
    - Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level (e.g., Communications Assets and Mapping [CASM])
    - Developing border security operations plans in coordination with CBP
    - Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
    - Updating and refining threat matrices
    - Conducting cyber risk and vulnerability assessments
    - Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical capability gaps that cannot be met by existing local, regional, and State resources
    - Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire service, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
    - Activities that directly support the identification of pre-designated temporary housing sites
    - Activities that support the identification and development of alternate care sites
    - Conducting community assessments, surveys, and research of vulnerabilities and resource needs to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
    - Conducting Preparedness research



- Conducting or updating interoperable emergency communications capabilities and broadband needs assessments at the local, regional, or Statewide level
- Soft target security planning (e.g., public gatherings)
- **Developing, hosting, or participating in bombing prevention/counter-improvised explosives device (IED)-specific planning initiatives to include:**
  - Incorporating appropriate IED-specific intelligence and threat analysis when developing and maintaining a THIRA;
  - Conducting inventories and assessments of capabilities or typed resource using the counter-IED-specific DHS National Counter-IED Capabilities Analysis Database (NCCAD) program for use in applicable THIRAs, preparedness reporting, or strategies;
  - Conducting DHS Multi-Jurisdiction IED Security Planning (MJIEDSP) workshops to develop THIRA-based plans and strategies that maximize the use of limited resources;
  - Developing IED hazard-specific EOP annexes.
  - Implementing a Corrective Action Plan (CAP) to close IED-related capability gaps identified through MJIEDSP or other planning processes
- **Continuity of Operations/Continuity of Government (COOP/COG) Planning activities, which include but are not limited to:**
  - Determining essential functions and activities, interdependencies, and resources needed to perform them
  - Establishing orders of succession and delegations of authority to key agency positions and establish and maintain current roster(s) of fully equipped and trained COOP personnel with the authority to perform essential functions
  - Providing for the identification and preparation of alternate operating facilities for relocated operations
  - Providing for the regular training, testing, and exercising of COOP personnel, systems, and facilities
  - Providing for reconstitution of agency capabilities and transition from continuity operations to normal operations

**Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained**

**Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments**

**Developing and implementing a community preparedness strategy for the State/local jurisdiction**

**Building and expanding governance structures to:**

- Include representatives from multiple agencies, jurisdictions, disciplines, levels of government, Tribes, rural areas, subject matter experts, and private industry
- Integrate statewide leadership and governance structures into broader statewide planning efforts (e.g., statewide broadband planning activities, grants coordination activities, needs assessments) to ensure emergency communications needs are represented
- Conduct outreach and education on emergency communications needs and initiatives to stakeholder groups

**Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response**

- Allowable volunteer programs and efforts include, but are not limited to: Citizen Corps Councils, partners, and affiliates; CERTs; Fire Corps; Medical Reserve Corps (MRC); Neighborhood Watch/USAonWatch; Volunteers in Police Service (VIPS); and jurisdiction-specific volunteer programs and efforts.
- Establishing and sustaining Citizen Corps Councils
- Working with youth-serving organizations and houses of worship to develop and sustain youth and faith-based preparedness programs

**Additional Planning Information**

The National Preparedness Directorate (NPD) offers technical assistance (TA) that is designed to provide grantees and sub-grantees with specialized expertise to improve their emergency plans and planning. TA deliveries are designed specifically to improve and enhance the continuing development of state and local emergency management across the five mission areas of the National Preparedness Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion of options to improve plans and planning in light of their jurisdiction's needs. There is no cost to approved jurisdictions for FEMA TA.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by FEMA contract specialists and with the support of FEMA Region operational specialists. While the invitation of participants is up to the requesting jurisdiction, FEMA encourages requesting jurisdictions to include the broadest practical range of its emergency managers and planners in all TA deliveries. TA deliveries should be made open to neighboring jurisdictions. As necessary, FEMA may also invite other Federal experts and practitioners to participate. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently used TA for the same planning issue.

The TA catalog, showing the full range of TA available across all five mission areas and by all providers, and the TA request form can be accessed at <http://www.fema.gov/national-incident-management-system/fema-technical-assistance-division>.

**The following are allowable only within the period of performance of the contract:**

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

**B. Training**

FY 2014 SHSP and UASI funds may be used to support attendance to allowable training deliveries and programs, as described below. FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose. Allowable training-related costs include, but are not limited to, the following:

**Developing, Delivering, and Evaluating Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations, and equipment.

Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, public health issues, chemical facility incidents, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity

theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplemental training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager course are strongly encouraged.

- Conducting, hosting, or participating in training related to IED prevention, protection, mitigation, or response to include:
- Awareness and education for the public, private sector and first responders;
- Suspicious activity identification and reporting, including the Surveillance Detection and Bomb-Making Materials Awareness Program (BMAP);
- Management of bomb threats;
- Physical protective measures;
- Diversion control measures for dual-use explosive precursor chemicals, including the Surveillance Detection and Bomb-Making Materials Awareness Program (BMAP);
- Training for specialized IED prevention and protection teams or OPacks such as Public Safety Bomb Squads, Explosives Detection Canine Teams, and Mobile Explosive Device Screening Teams in accordance with applicable guidelines, certification, or accreditation requirements.
- Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).
- Travel. Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- Certification/Recertification of Instructors. States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in IB 193, issued October 20, 2005. Additional information can be obtained at [http://www.fema.gov/good\\_guidance/download/10146](http://www.fema.gov/good_guidance/download/10146).
- Training and exercises for the public or civilian volunteer programs supporting first responders, including CERTs, before, during and after disasters should address the needs of the Whole Community. Allowable training includes: all-hazards safety such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, youth preparedness, public health issues, chemical facility incidents, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS and ICS, volunteer management, serving and integrating people with disabilities, pet care preparedness, training necessary to participate in volunteer activities, fulfill surge capacity roles, integration and coordination of faith community roles, communication in disaster or promotes individual, family, or whole community safety and preparedness. Exercises that include members of the public

or that are conducted for the public should be coordinated with local CERTs and/or Citizen Corps Councils as well as organizations outside of emergency management and focus on the importance of personal preparedness and protective actions.

Per FEMA Grant Programs Directorate Policy FP 207-008-064-1, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, issued on September 9, 2013, States, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-FEMA training as long as the training is coordinated with and approved by the State, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. The Policy can be accessed at <http://www.fema.gov/media-library/assets/documents/34856>.

FEMA will conduct periodic reviews of all State, territory, and Urban Area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the TED Responder Training Development Center (RTDC) available at <http://www.firstrespondertraining.gov/rtdc/state/>.

#### **Additional Training Information**

**FEMA Provided Training.** These trainings include programs or courses developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

**Approved State and Federal Sponsored Course Catalogue.** This catalogue lists State and Federal sponsored courses that fall within the FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.

**Training Not Provided by FEMA.** These trainings includes courses that are either State sponsored or Federal sponsored (non-FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the FEMA mission scope to prepare State, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

**State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.

**Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both FEMA provided training and other federal and state training can be found at <http://www.firstrespondertraining.gov>.

**Training Information Reporting System ("Web-Forms").** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2014 HSGP; however, the system remains available and can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin> in order to support grantees in their own tracking of training.

**FDEM State Training Office conditions:** For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting an authorized course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course.
- For courses that are non-DHS approved training, recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

#### **C. Procurement**

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 44 Code of Federal Regulation, Section 13.36;
- Chapter 287, Florida Statutes; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, and then the subgrantee must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the subgrantee must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the subgrantee shall not execute a piggy-back contract unless the Division has approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the subgrantee must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the subgrantee shall provide copies of solicitation documents including responses and justification of vendor selection.

#### **D. Piggy-backing**

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

#### **Section 215.971, Florida Statutes**

Statutory changes enacted by the Legislature impose additional requirements on grant and subgrant agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

(1) An agency agreement that provides state financial assistance to a recipient or subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:

(a) A provision specifying a scope of work that clearly establishes the tasks that the recipient or subrecipient is required to perform.

(b) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(c) A provision specifying the financial consequences that apply if the recipient or subrecipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a recipient or subrecipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.

(d) A provision specifying that a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(e) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.

(f) A provision specifying that any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.

(g) Any additional information required pursuant to s. 215.97.

**Failure to comply**

Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

**E. Exercises**

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant's (State of Florida's) formal written procurement policy or 44 CFR 13.36 – whichever is more stringent – must be followed.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s)

or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).

- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** – Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

**Unauthorized exercise-related costs include:**

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, and Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

***Exercise Requirements***

*Training and Exercise Plan Workshop.* States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the States respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to [hseep@dhs.gov](mailto:hseep@dhs.gov).

The Training and Exercise Plan will include the State's program priorities and a Multi-Year Training and Exercise Plan (schedule) that supports the identified priorities and aligned capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to [hseep@dhs.gov](mailto:hseep@dhs.gov), all scheduled training and exercises should be entered into the HSEEP National Exercise Scheduling (NEXUS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of progressive exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. For example, HHS preparedness programs require joint exercises between public health departments, the health care sector and medical countermeasure authorities including law enforcement which could provide collaborative opportunities. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban Areas



are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in HSGP-funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple disciplines and/or jurisdictions and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year Training and Exercise Plan.
- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.
- **Exercise Evaluation and Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hssep.dhs.gov>.
- **Self-Sustaining Exercise Programs.** States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-Year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, disability, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

**FDEM State Training Office conditions for Exercises:** For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the exercise.  
*The Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.*

- If you require food/water for this event, request must come to the Division within 25 days of event in the following format:

Exercise Title:

Location:

Exercise Date:

Exercise Schedule:

Estimated Number of Participants that will be fed:

Estimated Cost for food/water:

Description of the Exercise:

**Meeting-related expenses** (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

**The following are allowable only within the period of performance of the contract:**

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

**F. Unauthorized Expenditures**

- Activities unrelated to the completion and implementation of the grant program
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

**G. National Incident Management System (NIMS) Implementation**

HSPD-5, "Management of Domestic Incidents," mandated the creation of NIMS and the National Response Framework (NRF). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and

management and maintenance of NIMS. Prior to the allocation of any Federal preparedness awards in FY2014, grantees must ensure and maintain adoption and implementation of NIMS. Additionally, grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS Training Plan. Minimum training includes: IS-100.b Introduction to ICS; IS-200.b ICS for Single Incident and Initial Action Incidents; IS-700. a NIMS: An Introduction. IS-800 NRF: An Introduction, Additional NIMS courses would include: Intermediate Incident Command System (G-300) and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to [http://www.fema.gov/emergency/nims/nims\\_training\\_program.pdf](http://www.fema.gov/emergency/nims/nims_training_program.pdf)

## H. Reporting Requirements

### 1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 15 days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

#### Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 15
April 1 through June 30	July 15
July 1 through September 30	October 15
October 1 through December 31	January 15

### 2. Programmatic Reporting-BSIR

#### Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

### 3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. Reimbursements must be requested within 90 calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within 90 calendars of expenditure shall result in denial of reimbursement. The Recipient should include the category's corresponding line item number in the "Detail of Claims"

form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

**4. Close-out Programmatic Reporting:**

The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the agreement is either completed or the agreement has expired.

**I. Programmatic Point of Contact**

<b>Contractual Point of Contact</b>	<b>Programmatic Point of Contact</b>
Laura Beagle FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9953 Laura.beagle@em.myflorida.com	Owen Roach FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1599 Owen.roach@em.myflorida.com

**J. Contractual Responsibilities**

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

## ATTACHMENT C

### DELIVERABLES & PERFORMANCE

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see [http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf) or grant guidance (Funding Opportunity Announcement).

For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Recipient can successfully complete a planning activity either by creating or updating such plan(s).

**Training Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Recipient can successfully complete an authorized course either by attending or conducting that course.

**Exercise Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the subgrantee is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.llis.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

**Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B.**

## ATTACHMENT D

### PROGRAM STATUTES, REGULATIONS AND SPECIAL CONDITIONS

- 1) 53 Federal Register 8034
- 2) Lobbying Prohibitions 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements  
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),  
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1975;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, Part 302
- 25) 48 CFR, Part 31
- 26) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133
- 27) Drug Free Workplace Act of 1988
- 28) False Claims Act and Program Fraud Civil Remedies (31 U.S.C. § 3729)
- 29) Fly America Act of 1974
- 30) Hotel and Motel Fire Safety Act of 1990 (15 U.S.C. §2225(a))
- 31) Trafficking Victims Protection Act of 2000
- 32) USA Patriot Act of 2001

#### Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
  - A. Administrative Requirements
    - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
  3. The Funding Opportunity Announcement for this program is hereby incorporated into your award by reference. By accepting these funds, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.
  4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

# ATTACHMENT E

## JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: \_\_\_\_\_

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> <b>ADVANCE REQUESTED</b>  Advance payment of \$ _____ is requested.  <i>Balance of payments will be made on a reimbursement basis.</i>  These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--

If you are requesting an advance, complete the following chart and line item justification below.

### ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<u>For example</u> <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)

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## **ATTACHMENT F**

### **WARRANTIES AND REPRESENTATIONS**

#### Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

#### Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

#### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays

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#### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

## ATTACHMENT G

### Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

#### Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

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

Signature

\_\_\_\_\_

Recipient's Name

\_\_\_\_\_

Name and Title

\_\_\_\_\_

DEM Contract Number

\_\_\_\_\_

Street Address

\_\_\_\_\_

Project Number

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

## **ATTACHMENT H**

### **STATEMENT OF ASSURANCES**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
16. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

## ATTACHMENT I

### REIMBURSEMENT CHECKLIST

**Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

#### Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

#### Planning

#### Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contractor been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has Attachment H (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

#### Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total

amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

#### **Exercise**

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

#### **Travel/Conferences**

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If

applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?

- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

**Matching Funds**

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

**For All Reimbursements - The Final Check**

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?



## **ATTACHMENT J**

### **Florida Division of Emergency Management US Department of Homeland Security Grants Program Grant Monitoring Process**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

#### **Frequency of annual monitoring activity:**

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

#### **Areas that will be examined include:**

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;

Status and number of exercises;  
Status of planning activity;  
Anticipated projected completion;  
Difficulties encountered in completing projects;  
Agency NIMS/ICS compliance documentation;  
Equal Employment Opportunity (EEO Status);  
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✦ Equipment selection or available vendors
- ✦ Eligibility of items or services
- ✦ Coordination and partnership with other agencies within or outside the region or discipline
- ✦ Record Keeping
- ✦ Reporting Requirements
- ✦ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

#### **On-site Monitoring Protocol**

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### **Site Visit Preparation**

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

#### **On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number

should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

#### **Post Monitoring Visit**

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7304**

**County Administrator's Report 11. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Purchase Order to Infor Public Sector, Inc for Mapping and Routing Software for Fire Rescue Vehicles

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning a Purchase Order to Infor Public Sector, Inc., for Mapping and Routing Software for Fire Rescue Vehicles - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize a Purchase Order, in the amount of \$74,306.51 (prepay and add), to Infor Public Sector, Inc., for the purchase of 60 Mobile with Mapping and Routing Licenses for software for Fire Rescue vehicles.

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations]

### **BACKGROUND:**

Over the past 5 years, the Escambia County Emergency Communications Center dispatched an annual average of 14,757 Fire Rescue calls. The Infor software will be added to the dispatch system and will integrate Automated Vehicle Location (AVL) and Mobile Data Terminals (MDTs). The addition of these components will reduce guesswork and improve Fire Resuce response times by adjusting routing recommendations based on road network, construction and directional's.

The use of this integrated system will assure that resources are used efficiently and provide a true forecast of potential impact of additional Fire Rescue units.

These licenses are comprised of proprietary software and other confidential information and are the only mobile licenses configured for Escambia Licensed CAD software, and are therefore sole source.

**BUDGETARY IMPACT:**

Funds are available in Fund 143, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

infor

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Infor Public Sector, Inc  
3501 East Frontage Road, Suite 350  
Tampa, FL 33607

Phone: (813) 207-6911  
Fax: (878) 393-5397  
[www.infor911.com](http://www.infor911.com)

October 13, 2014

Escambia County  
6575 North "W" Street  
Pensacola, FL 32505

To Whom It May Concern:

Please accept this letter as verification that the provision of the 60 Mobile with Mapping & Routing Licenses per Customer Order Form #OP-01891878 from Infor Public Sector, Inc. (as successor in interest to the EnRoute Emergency Systems LLC and Geac Public Safety division of Geac, Inc) is covered under the Agreement for Systems and Services (the Agreement) #70-S010702 EFFECTIVE February 22, 2002. These licenses are comprised of proprietary software and other Confidential Information and are the only mobile licenses configured for the Escambia licenses CAD software, and are therefore sole source.

Infor Public Sector looks forward to a continued long and productive working relationship with the Escambia County. If you have questions, please call me at (813) 207-6972.

Sincerely,

A handwritten signature in cursive script, appearing to read "Margaret Moran".

Margaret Moran  
VP Public Safety, Infor Public Sector



## ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Agreement for Systems & Services 70-S010702 (the "License Agreement") between Infor Public Sector, Inc. (as successor to EnRoute Emergency Systems LLC and Geo Public Safety, Inc.) ("Infor"), and Escambia County ("Licensee"), with an effective date of February 22, 2002. As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

Effective date of this Order Form: \_\_\_\_\_ (the "Order Form Date")

### I. Component Systems

Newly licensed Component System:

	Part # (if applicable)	Component System	User Restriction*		Support Level**
			Quantity	Type	
1	PSMOB6	Mobile with Mapping & Routing	60	CU	XTP
			Total License Fee: \$50,235.00		

\*If specified in the User Restriction field:

- CU = "Concurrent User" - Quantity represents the maximum number of authorized users that may access the Software at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

\*\*Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. Descriptions of the Support levels can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf>.

If Applicable, "XTP" = Infor Xtreme Premium (24x7) and "XTE" = Infor Xtreme Elite (24x7) Plus



## II. Support Services

<b>Additional Annual Support Fee: \$11,051.70</b>	
Annual Escalation Percentage Cap: 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.	
Initial Term of Support: Order Form Date through the period ending September 30, 2016	
Fee for Initial Term of Support:	\$24,071.51
Other Fees:	N/A
Total Amount Due (before applicable taxes):	\$74,308.51

<b>Payment Terms:</b>	All amounts are in US Dollars unless otherwise specified.
Payment is due within 30 days of Order Form Date.	Currency: United States Dollars

<b>Equipment (on which Component Systems will be installed):</b>	Licensee Account ID: 70
Computer Platform: TBD Model: TBD	Infor GL ID: US06A
Operating System: TBD DBMS: TBD	Account Executive Name: Rick Johnston
Location: Escambia County 6575 North 'W' St Pensacola, FL 32505 USA Serial Number: TBD	

<b>Delivery Address:</b>	<b>Invoice Address:</b>
Escambia County 6575 North 'W' St Pensacola, FL 32505 USA	Escambia County 6575 North 'W' St Pensacola, FL 32505 USA
Contact Name: Mike Moring	Contact Name: Mike Moring
Contact Title:	Contact Title:
Contact Phone: (573) 874-7400	Contact Phone: (573) 874-7400
Contact email: Mmoring@co.escambia.fl.us	Contact email: Mmoring@co.escambia.fl.us

## III. Additional Terms

Delivery is FOB Shipping Point.

Section 9 of the Agreement for Systems & Services 70-S010702LA is not applicable to this Order Form.

Equipment Information: As of the Order Form Date, Licensee has not yet purchased the Equipment on which the Component Systems will be installed. Licensee acknowledges and agrees that such Equipment information must be provided to Infor as soon as possible, and that once provided, such Equipment shall be the licensed Equipment on which the Component Systems must be installed and operated. Licensee acknowledges and agrees that it is Licensee's responsibility to ensure operational compatibility of the Equipment with the Component Systems licensed herein and Infor shall not be required to deliver additional software elements other than the Component Systems incorporated on this Order Form. Licensee further acknowledges and agrees that in the event Licensee subsequently changes the Equipment after installation, additional fees may be applicable as the direct result of a change in Equipment.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the

Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

For: Infor Public Sector, Inc.	For: Escambia County (Legal Name of Licensee)
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Title	Title
Date	Date

## Infor Public Sector

### (Enroute CAD and Enroute Mobile)

INFOR is the developer/owner of the software and programming code for Public Safety's Computer Aided Dispatch (CAD) system. They provide 24x7 technical support and maintenance for the following:

- Fire and Ambulance CAD including special interfaces for 3<sup>rd</sup> party software;
  - Zoll (EMS patient reporting)
  - MARLIS (BCS emergency call prediction)
  - Firehouse (Fire reporting software)
  - ProQA Fire & Medical Protocol emergency call taking software.

INFOR is the developer/owner of the software programming code for Enroute Mobile AVL, which is the GPS mapping software that allows dispatchers to track each unit. Enroute Mobile allows ambulance crews to receive call screen information via Mobile Data Terminals that are interactive with CAD. Infor provides 24x7 technical support and maintenance for this service.

Adding Enroute Mobile AVL to fire responder vehicles and apparatus will provide ECFR with the exact same level of service that EMS is already receiving. Enroute Mobile AVL only interfaces with Enroute CAD. Purchasing the Enroute Mobile Software Licenses provides the user with no cost upgrades as they are released.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7175**

**County Administrator's Report 11. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Purchase Order to Infor Public Sector, Inc for Mapping and Routing Software for Fire Rescue Vehicles

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Purchase of Hardware, Installation and Data Monitoring Contract for a Vehicle Global Positioning System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the purchase of hardware, installation, and one year data monitoring Contract with Networkfleet, Inc., in the amount of \$80,926. This amount would provide for the hardware purchase, installation, and monitoring of 200 selected Escambia County vehicles through a Global Positioning System (GPS) Vehicle Tracking System during the contract period. This purchase and monitoring Contract will utilize an existing General Services Administration (GSA) Contract #GS-07F-5559R.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 210405/56401, 53401]

### **BACKGROUND:**

The Board heard presentation of a GPS tracking system at the Committee of the Whole on October 10, 2013. Meeting in regular session on November 1, 2013, the Board requested staff to move the item forward for approval. Funding for the project was affirmed at the Board meeting on August 21, 2014, and the Office of Purchasing released a solicitation, PD 13-14.089, a Request for Proposal for a GPS Vehicle Tracking system for selected vehicles (200) of Escambia County. In response, 12 vendors submitted a proposal. After a review of the proposals, it was considered beneficial to the County to utilize the products and pricing established in the GSA contract # GS-07F-5559R.

**BUDGETARY IMPACT:**

Funding is available in Fund 175, Cost Center 210405/56401/53401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This contract is authorized for use by Local and State Agencies under the General Services Administration (GSA) Schedule 84, Contract # GS-07F-5559R.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-88,94 of the Escambia County Code of Ordinances; requests for proposals, cooperative purchases.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the Office of Purchasing will issue the Contract and Purchase Order; staff will coordinate implementation of the contracted services.

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**Attachments**

08.21.14 BCC Action

11.01.13 BCC Action

GSA Contract

Network Fleet GSA Option Exercise Modification

Network Fleet 5500 Equipment Quote

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-5. Approval of Various Consent Agenda Items – Continued

4. Continued...

D. Report of the July 8 and 9, 2014, Budget C/W Workshop – Continued

AGENDA NUMBER – Continued

7. Continued...

A. Continued...

(6) Heard a review of the proposed budget for the Public Works Department from Joy D. Blackmon, P.E., Director, and:

(a) Was advised by Commissioner Barry that he supports the Department's request for \$85,000 for a GPS monitoring system and requests that the Board consider funding a program, which would cost up to \$25,000, which enables someone to report fraud waste (e.g., a "How is my driving?" bumper sticker) and authorizing to staff to advertise an RFP (Request for Proposals) for such a program; and

(b) Heard the request from Ms. Blackmon that the Board consider allocating funds for additional RCOs (Road Correctional Officers) for the Corrections Department;

(7) Discussed the proposed budget for the County Attorney's Office, with comments from County Attorney Rogers;

(8) Discussed the proposed budget for the Library, with comments from Darlene Howell, Library Administrator, Kathleen Dough-Castro, Public Information Manager, and David Musselwhite, Director, Information Technology;

(Continued on Page 25)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

- I. CONSENT AGENDA – Continued
- 1-2. Approval of Two Consent Agenda Items – Continued
- 2. Continued...
- C. Report of the October 10, 2013, C/W Workshop – Continued

AGENDA NUMBER – Continued

9. GPS Testing by Public Works

- A. Board Discussion – The C/W viewed and discussed and PowerPoint Presentation, which was also provided in hard copy, entitled *GPS Monitoring Systems*, presented by Terry Gray, Roads Division, Public Works Department, and requested staff move this item forward for approval at a future Board meeting; and
- B. Board Direction – None.

10. County Road 95A Truck Prohibition

- A. Board Discussion – The C/W heard the request from Larry Newsom, Assistant County Administrator, that the Board ratify, by adopting Resolutions, the truck prohibition on Crabtree Church Road and Highway 95A; and
- B. Board Direction – The C/W recommends that the Board adopt, and authorize the Chairman to sign, pending Legal sign-off, the following two Resolutions imposing truck prohibitions:
  - (1) The Resolution imposing a truck prohibition on Crabtree Church Road, from Highway 97 to Sunshine Hill Road; and
  - (2) The Resolution imposing a truck prohibition on Highway 95A, from Highway 97 to Highway 29.

**Recommended 4-0, with Commissioner Robertson absent**

(Continued on Page 20)



U.S. General Services Administration

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is:*

<http://www.gsaadvantage.gov>

**General Services Administration  
Federal Supply Service  
Total Solutions for Law Enforcement, Security, Facilities Management,  
Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response  
Schedule 84**

**CONTRACT NUMBER:  
GS-07F-5559R**

**PERIOD COVERED BY CONTRACT:  
JANUARY 1, 2010 THROUGH DECEMBER 31, 2019**

**Networkfleet, Inc.  
6363 Greenwich Drive  
Suite 200  
San Diego, CA 92122  
(P): 858.450.3245  
(F): 858.450.3246  
[www.networkfleet.com](http://www.networkfleet.com)**

**General Services Administration  
Supplement #PO30, dated November 19, 2014**

**DUNS: 85-842-6260**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.



## GSA TERMS AND CONDITIONS for GS-07F-5559R

### Networkfleet, Inc.

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price (s).

**SIN 426-4Q: VEHICLE MONITOR (TRACKING) SYSTEMS**

- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

**Please see pricing table for pricing information.**

- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate not applicable for this item.

**Not Applicable**

2. MAXIMUM ORDER:

**\$200,000.00**

3. MINIMUM ORDER:

**\$100.00**

4. GEOGRAPHIC COVERAGE (DELIVERY AREA):

**FOB Origin to the 50 United States, District of Columbia and Puerto Rico.**

5. Point(s) of production (city, county, and State or foreign country).

**Networkfleet, Inc.  
6363 Greenwich Drive, Suite 200  
San Diego, CA 92122  
(P): 858.450.3245  
(F): 858.450.3246**

6. Discount from list prices or statement of net price.

**GSA Net pricing shown in pricing tables provided.**

7. QUANTITY DISCOUNTS.

**GSA Net pricing shown in pricing tables provided.**

8. PROMPT PAYMENT TERMS:

**0%, Net 30 Days**

- 9a. Government purchase cards **are accepted** at or below the micro-purchase threshold.

- 9b. Government purchase cards **are accepted** above the micro-purchase threshold.

10. FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN):

**Please see Country of Origin information in attached pricing table.**

- 11a. TIME OF DELIVERY:

## **GSA TERMS AND CONDITIONS for GS-07F-5559R**

### **Networkfleet, Inc.**

#### **Thirty Days ARO**

**Title Transfer occurs at the time of shipment**

**11b. EXPEDITED DELIVERY:**

**Please contact Networkfleet for expedited delivery information.**

**11c. OVERNIGHT AND 2-DAY DELIVERY:**

**Please contact Networkfleet for expedited delivery information.**

**11d. URGENT REQUIREMENTS:**

**Please contact Networkfleet for expedited delivery information.**

**12. F.O.B. POINT(S):**

**Origin**

**Title Transfer occurs at the time of shipment**

**13a. ORDERING ADDRESS:**

**Networkfleet, Inc.  
6363 Greenwich Drive, Suite 200  
San Diego, CA 92122  
(P): 858.450.3245  
(F): 858.450.3246**

**13b. Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage [fss.gsa.gov/schedules](http://fss.gsa.gov/schedules).

**14. PAYMENT ADDRESS.**

**Networkfleet, Inc.  
P.O. Box 975544  
Dallas, TX 75397-5544  
(P): 858.450.3245  
(F): 858.450.3246**

**15. WARRANTY PROVISION.**

**The following is Networkfleet's commercial limited warranty which applies to goods and services purchased off Networkfleet's GSA Schedule Contract. All references to Customer apply to the entity purchasing goods and services from Networkfleet under this GSA Schedule Contract.**

**(a) Networkfleet warrants to Customer that, for a period following the initial activation of a Device which has been purchased new from Networkfleet by Customer on or after April 1 2013, which is the greater of either: (i) three (3) years; or (ii) such period of time as the Customer has continuously paid (without any late or missed payments) for Networkfleet Services for the Device; the Device (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications.**

**(b) For an Asset Tracker Device, Networkfleet warrants to Customer that for a period of three (3) years from initial activation, and excluding the battery, that an Asset Tracker device which has been purchased new from Networkfleet by Customer, will be free from**

## **GSA TERMS AND CONDITIONS for GS-07F-5559R**

### **Networkfleet, Inc.**

defects in material and workmanship that prevent it from functioning in accordance with its specifications.

(c) Networkfleet warrants to Customer that for a period of one (1) year from the date of shipment, all accessories that are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications.

(d) Networkfleet warrants to Customer that for a period of one (1) year (unless Customer has purchased an extended installation warranty) from completion of any installation services that are provided by Networkfleet, such installation services will be free from defects in workmanship. Networkfleet warrants to Customer that, for a period following the completion of any extended warranty installation services that are provided by Networkfleet, which is the greater of either: (i) one (1) year; or (ii) such period of time as the Customer has continuously paid (without any late or missed payments) for the extended warranty installation service, such extended warranty installation services will be free from defects in workmanship.

(e) Networkfleet warrants to Customer that, for a period of three (3) years following the initial activation of a Device which has been purchased new from Networkfleet by Customer between May 1, 2010 and March 31, 2013, the Device will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications.

(f) Warranty claims must be made by notifying Networkfleet in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's then-current applicable warranty policy. For devices purchased on 4/1/13 or later, the policy is located at [http://info.networkfleet.com/rs/networkfleet/images/Limited\\_Lifetime\\_Warranty.pdf](http://info.networkfleet.com/rs/networkfleet/images/Limited_Lifetime_Warranty.pdf). For devices purchased between 5/1/10 and 3/31/13, the policy is located at [http://info.networkfleet.com/rs/networkfleet/images/3\\_Year\\_Warranty.pdf](http://info.networkfleet.com/rs/networkfleet/images/3_Year_Warranty.pdf) available at the Networkfleet Website Subject to Section 8, and the provisions of Networkfleet's then-current applicable warranty policy, Networkfleet will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device.

(g) THE REMEDIES IN THIS SECTION ARE NETWORKFLEET'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.

**EXCLUSIONS.** The Limited Warranty and Support Services provided by Networkfleet do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Networkfleet installation guides (if installation is not performed by Networkfleet); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Networkfleet Website or to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

**DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH ABOVE, NETWORKFLEET AND THE SERVICE PARTNERS MAKE NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NETWORKFLEET AND THE SERVICE PARTNERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT,

## **GSA TERMS AND CONDITIONS for GS-07F-5559R**

### **Networkfleet, Inc.**

**MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NETWORKFLEET AND THE SERVICE PARTNERS DO NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.**

16. EXPORT PACKING CHARGES, IF APPLICABLE.

**Not applicable**

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL).

**The Government purchase card is accepted above the micro-purchase threshold.**

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).

**Not Applicable**

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE).

**If Networkfleet accepts an order for Device installation services, Networkfleet or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Networkfleet's Installation Policy, located at [http://info.networkfleet.com/rs/networkfleet/images/Installation\\_Policy.pdf](http://info.networkfleet.com/rs/networkfleet/images/Installation_Policy.pdf), as it may be amended from time to time, which is available at the Networkfleet Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Networkfleet will advise and obtain Customer approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet has no obligation to restore the Vehicle after removal of the Device. The detailed processes and procedures can be found in Networkfleet's Installation Policy.**

- 20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE).

**Not applicable**

- 20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

**During the time that Customer is entitled to receive Networkfleet Services hereunder, Networkfleet grants to Customer a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Networkfleet in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services.**

**Customers shall limit their use of the Networkfleet service and Networkfleet website to their intended purposes and comply and cause their personnel to comply with all then-current, applicable policies that Networkfleet may establish and make available to from time to time, including the Acceptable Use Policy and all applicable laws and regulations.**

**Customers acknowledge and agree that the devices, the Networkfleet service and the Networkfleet website include proprietary rights of Networkfleet and its licensors (including, with respect to the Networkfleet website, materials that may be proprietary to Tele Atlas or**

## **GSA TERMS AND CONDITIONS for GS-07F-5559R**

### **Networkfleet, Inc.**

its suppliers), and that Networkfleet and its licensors retain title to and ownership of those proprietary rights and any and all improvements, modifications, fixes or enhancements made by or for us to the devices, the Networkfleet service or the Networkfleet website, regardless of whether such items or services are created or suggested by the Customer. The Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any device or the Networkfleet website or otherwise provided to the Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the devices, such software or any services to any third party for such a purpose.

Customers will have no direct contractual relationship with the underlying wireless service carrier for the Networkfleet service and are not a third party beneficiary of any agreement between Networkfleet and the underlying carrier. Customers understand and agree that the underlying carrier shall have no legal, equitable or other liability of any kind to the Customer.

The Networkfleet website incorporates aerial, satellite imagery from third party suppliers that provide content through the Networkfleet website. The Customer agrees to comply with, and cause your personnel to comply with, the terms of use contained in Digital Globe's End User License Agreement displayed at <http://www.globexplorer.com/legal-notices.shtml> in addition to any other supplier terms of use available through the Networkfleet website. Networkfleet may alter or modify all or part of the devices, the Networkfleet service or the Networkfleet website from time to time. Such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet service and Networkfleet website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet website and Networkfleet service unavailability.

The Customer represents and warrant that they have all rights and authority with respect to the data we acquire and transmit through the Customer's use of the devices, the Networkfleet service and the Networkfleet website defined as business data necessary to grant the rights and approvals set forth in this Agreement and that the Customer approves and grants to us the nonexclusive, nonterminable license and right to collect, access and use business data from the Customer and the Customer's vehicles and devices, and to access, copy and use the business data in the course of performing the services and to analyze, measure and optimize the performance of our devices and services and new offerings for you and others and for other purposes of Networkfleet, including the development of data products for sale, licensing and distribution to third parties.

Neither Networkfleet or the Customer will be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that party is informed that those damages may occur. Networkfleet's cumulative liability under contract, tort, strict liability or other legal theory shall not exceed the greater of the amount paid or payable to Networkfleet under this Agreement during the six (6) months prior to the date the liability accrues for a claim, except in the instance of the Customer's failure to pay amounts due under this Agreement.

Without limiting the foregoing, Networkfleet is not responsible for liabilities of any kind resulting from the functionality of the devices or services based on the services provided by the underlying carriers and other service providers, delays in delivery, installation or other services, or other conditions beyond Networkfleet's reasonable control. The Customer understands and agrees that Networkfleet and the underlying carrier cannot guarantee the security of wireless transmissions, and shall not be liable for any damages of any kinds resulting from an alleged or actual lack of security of the Networkfleet service.

## **GSA TERMS AND CONDITIONS for GS-07F-5559R**

### **Networkfleet, Inc.**

Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided that Networkfleet shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability. Customer understands and agrees that the Networkfleet Website contains functionality permitting changes to Customer's account, including changes which may affect the monthly charges for the Service or other fees payable to Networkfleet. Customer shall be responsible for all charges resulting from actions initiated through its access to the Networkfleet Website. If the Customer subscribes to any open market Data Services (i.e Web Services, DataConnect, etc.) additional terms and conditions apply. Those terms and conditions are available upon request by the Customer.

**Title Transfer occurs at the time of shipment.**

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).

**Not Applicable**

22. LIST OF PARTICIPATING DEALERS (FOR STATE AND LOCAL ORDERS ONLY; FEDERAL ORDERS ARE PROCESSED ONLY BY NETWORKFLEET).

**Not Applicable**

23. PREVENTIVE MAINTENANCE (IF APPLICABLE).

**Not Applicable**

- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

**Not Applicable**

- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**Not Applicable**

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER.

**85-842-6260**

26. Notification regarding registration in Central Contractor Registration (CCR) database.

**CAGE CODE # 3F8C9, updated CCR registration**

# GSA TERMS AND CONDITIONS for GS-07F-5559R

## Networkfleet, Inc.

### GSA PRICE LIST

SIN	Manufacturer	Part Number	Product Description	Commercial Price (MSRP)	GSA Price	Warranty	COO
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#### HARDWARE

426-4Q	Networkfleet	5200N	Networkfleet GPS Only Device	\$ 195.00	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	5500N	Networkfleet GPS and Diagnostics Device	\$ 295.00	\$ 80.00	see T&Cs	US
426-4Q	Networkfleet	1000N2VD/1000N2ED	Networkfleet Asset Guard	\$ 245.00	\$ 160.00	see T&Cs	US

#### SERVICES

426-4Q	Networkfleet	3500M12S	Monthly Service fee for 3500 Device	\$ 29.95	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	4200M12S	Monthly Service fee for 4200 Device	\$ 25.95	\$ 17.95	see T&Cs	US
426-4Q	Networkfleet	5200M12S	Monthly Service fee for 5200 Device	\$ 25.95	\$ 17.95	see T&Cs	US
426-4Q	Networkfleet	5500M12S	Monthly Service fee for 5500 Device	\$ 29.95	\$ 18.95	see T&Cs	US
426-4Q	Networkfleet	AGBX	Monthly Service fee for Asset Guard	\$ 14.95	\$ 13.95	see T&Cs	US

#### ACCESSORIES

426-4Q	Networkfleet	PARTS043	6 pin Harness	\$ 35.00	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS044	9 Pin Harness w/ square flange	\$ 35.00	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS045	9 Pin Harness w/ D mount	\$ 35.00	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS046	Universal Harness (3 wire)	\$ 10.00	\$ 9.57	see T&Cs	US
426-4Q	Networkfleet	PARTS047	OBD Harness	\$ 35.00	\$ 30.23	see T&Cs	US
426-4Q	Networkfleet	PARTS059	Quick Install Harness	\$ 10.00	\$ 9.57	see T&Cs	US

#### INSTALLATION

426-4Q	Networkfleet	I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-SWAP-UNIT	Device Swap / Device Transfer	\$ 65.00	\$ 65.00	see T&Cs	US
426-4Q	Networkfleet	I-TROUBLESHOOT-UNIT	Device Troubleshoot	\$ 65.00	\$ 65.00	see T&Cs	US

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PO-0036	3. Effective Date: Jan 01, 2015	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 84	
6. Issued By:  General Service Administration FAS, Greater Southwest Acquisition Center (7FC) 819 Taylor Street, Rm 6A06 Fort Worth, TX 76102			7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  NETWORKFLEET, INC. 6363 GREENWICH DR STE 200  SAN DIEGO, CA 921225987			9A Amendment of Solicitation No:	
			9B. Dated (See Item 11)	
			10A. Modification of Contract/Order No. GS-07F-5559R 10B. Dated (See Item 13) Jan 01, 2005	
Code		Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 50%;"> <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers         </div> <div style="width: 40%; text-align: center;"> <input type="checkbox"/> is extended         <input type="checkbox"/> is not extended.       </div> </div>				
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications: Unilateral			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority): See Block 13 Notes...			
E. <b>IMPORTANT:</b> Contractor: is not <input checked="" type="checkbox"/> , is <input type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.				
14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  a. The option is hereby exercised to extend the term of the contract. The period of performance is from January 1, 2015, to December 31, 2019.  b. The pricing during this option period (unless modified IAW other contract terms) will be based on the following approved price list(s):  Networkfleet, Inc. Commercial Price List, effective October 2014, Modification PO-0039. (Attachment A)				
15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Loren S Kolba		
15B. CONTRACTOR/OFFEROR <b>Signature Not Required</b> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By <b>Signed electronically</b> See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED Nov 26, 2014	





## Networkfleet Budgetary Quote

Please review your custom Pricing Proposal below. For questions, please inquire with your sales contact.

### Company Information

Escambia County  
Terry Gray  
850.554.2912  
Email

[twgray@myescambia.com](mailto:twgray@myescambia.com)

Bob Boggio  
832-584-9295  
[bboggio@verizon.com](mailto:bboggio@verizon.com)

Today's Date: January 7, 2015  
Pricing Valid Thru: February 11, 2015

5500 Series Quote for GPS and Diagnostics

### Proposal Option - Purchase GSA

Contract Term: 12 Months

Hardware Item Description	Quantity	Unit Price	Total
5500 Vehicle Unit	200	\$ 80.00	\$ 16,000.00
		\$	-
		\$	-

Service Item Description	Quantity	Unit Price	Total
5500 monthly service fees	200	\$ 18.95	\$ 3,790.00
		\$	-
		\$	-
		\$	-

Additional Item Description	Quantity	Unit Price	Total
Quick Install OBD or Universal Harness	200	\$ 30.23	\$ 6,046.00
Base Installation	200	\$ 65.00	\$ 13,000.00
		\$	-

Total One Time Purchase (Hardware and Additional Items) **\$ 35,046.00**  
Total Monthly Recurring Costs (Service Items) **\$ 3,790.00**

\*\* Taxes and Shipping not included

Shipping estimated at \$2.00 per unit  
**Total: \$400.00**

### Proposal Option - Bundled NJPA

Contract Term: 0 Months

Bundled Item Description	Quantity	Unit Price	Total
		\$	-
		\$	-
		\$	-
		\$	-

Additional Item Description	Quantity	Unit Price	Total
		\$	-
		\$	-

Total Monthly Recurring Bundled Cost **\$ -**

### Additional Comments:

Budgetary quote Only. Harness style dependant on vehicle type.



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7431**

**County Administrator's Report 11. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Acceptance of Real Property for Rebel Road Drainage Project

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Acceptance of the Donation of a Parcel of Real Property for Rebel Road Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a parcel of real property (25 feet x approximately 330 feet), located on Rebel Road, for drainage improvements:

A. Accept the donation of a parcel of real property located on Rebel Road from John D. and Angela K. Russo for drainage improvements

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, subject to Legal review and sign-off, the Warranty Deed as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

**BACKGROUND:**

The County has a project in design to make drainage improvements on Rebel Road, which runs north and south between Frank Reeder Road and Nine Mile Road. Due to limited right-of-way on Rebel Road, it was determined that additional property for right-of-way would be required to facilitate the drainage project. John and Angela Russo have agreed to donate the requested property (25' x approximately 330'). Board approval is required for the Board's acceptance of the donated property.

**BUDGETARY IMPACT:**

Funds for incidental expenses 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 Warranty Deed will be 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:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

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**Attachments**

Warranty Deed

Parcel Information

Aerial Map

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This document was prepared by:  
Wayne Manning  
Escambia County, Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

A Portion of Parcel 06-1S-31-1102-000-000  
Rebel Road Drainage Project

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### WARRANTY DEED

THIS DEED is made and entered into this 17 day of October, 2014, by and between John D. Russo and Angela K. Russo, husband and wife, whose address is 2700 Silhouette Drive, Cantonment, Florida 32533 (Grantors), 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 (Grantee).

### WITNESSETH:

GRANTORS, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2014; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenants with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

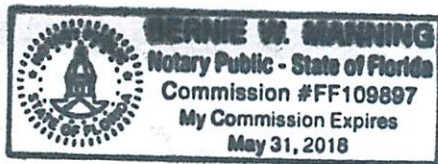
Witness Bernie W Manning  
Print Name Bernie W Manning  
Witness Richard  
Print Name RICHARD SPARROW

By: John D. Russo  
John D. Russo

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of October, 2014, by John D. Russo. He is personally known to me, or ( ☒ ) has produced current Florida Driver License as identification.

(Notary Seal)



Bernie W Manning  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

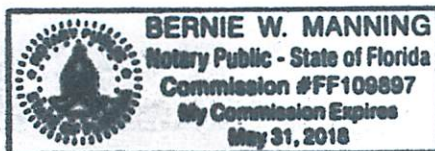
Witness Bernie W Manning  
Print Name Bernie W Manning  
Witness Richard  
Print Name RICHARD SPARROW

By: Angela K Russo  
Angela K. Russo

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of October, 2014, by Angela K. Russo. She is personally known to me, or ( ☒ ) has produced current Florida Driver License as identification.

(Notary Seal)



Bernie W Manning  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on \_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Steven Barry, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

Legal description for Warranty Deed  
from John D. and Angela K. Russo  
Rebel Road project  
A portion of parcel 06-1S-31-1102-000-000

**EXHIBIT "A"**

That portion of Tax Parcel Number 06-1S-31-1102-000-000 as recorded in Official Record Book 4534, Page 78 of the Public Records of Escambia County, Florida, lying within the boundaries of the following described right-of-way.

A 50-foot wide strip of land for Escambia County Road right-of-way lying 25-feet on each side of the following described centerline and being in Section 6, Township 1 South, Range 31 West, Escambia County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and go North 87°15'55" West along the North line of said Section for a distance of 2667.91 feet to the Northwest corner of the Northeast Quarter of said Section 6; thence departing said North line go South 02°36'36" West along the West line of said Northeast Quarter of Section 6 for a distance of 33.00 feet to the South right-of-way line of Frank Reeder Road (66' R/W) for a **Point of Beginning**; thence continue South 02°36'36" West along the West line of said Northeast Quarter for a distance of 1700.00 feet to the **Point of Termination**. The sidelines of said strip shall terminate at a line running through said Point of Termination at right angles to last said course



<b>General Information</b> <b>Reference:</b> 061S311102000000 <b>Account:</b> 090256125 <b>Owners:</b> RUSSO JOHN D & ANGELA K <b>Mail:</b> 2700 SILHOUETTE DR CANTONMENT, FL 32533 <b>Situs:</b> 10000 REBEL RD BLK 32526 <b>Use Code:</b> TIMBERLAND, MISC. - PINES <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	<b>2014 Certified Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$1,799 <hr/> <b>Total:</b> \$1,799 <a href="#">Non-Homestead Cap:</a> \$1,799  <a href="#">Disclaimer</a>  <a href="#">Amendment 1/Portability Calculations</a>
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<b>Sales Data</b>	<b>2014 Certified Roll Exemptions</b>				
	None				
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	<b>Official Records (New Window)</b>
03/2000	4534	78	\$93,900	WD	<a href="#">View Instr</a>
10/1999	4496	98	\$100	WD	<a href="#">View Instr</a>
01/1968	416	209	\$100	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					
<b>Legal Description</b>					
S 10 ACRES OF NE 1/4 OF NE 1/4 & N 10 ACRES OF SE 1/4 OF NE 1/4 & S 10 ACRES OF NW 1/4 OF NE 1/4...					
<b>Extra Features</b>					
None					

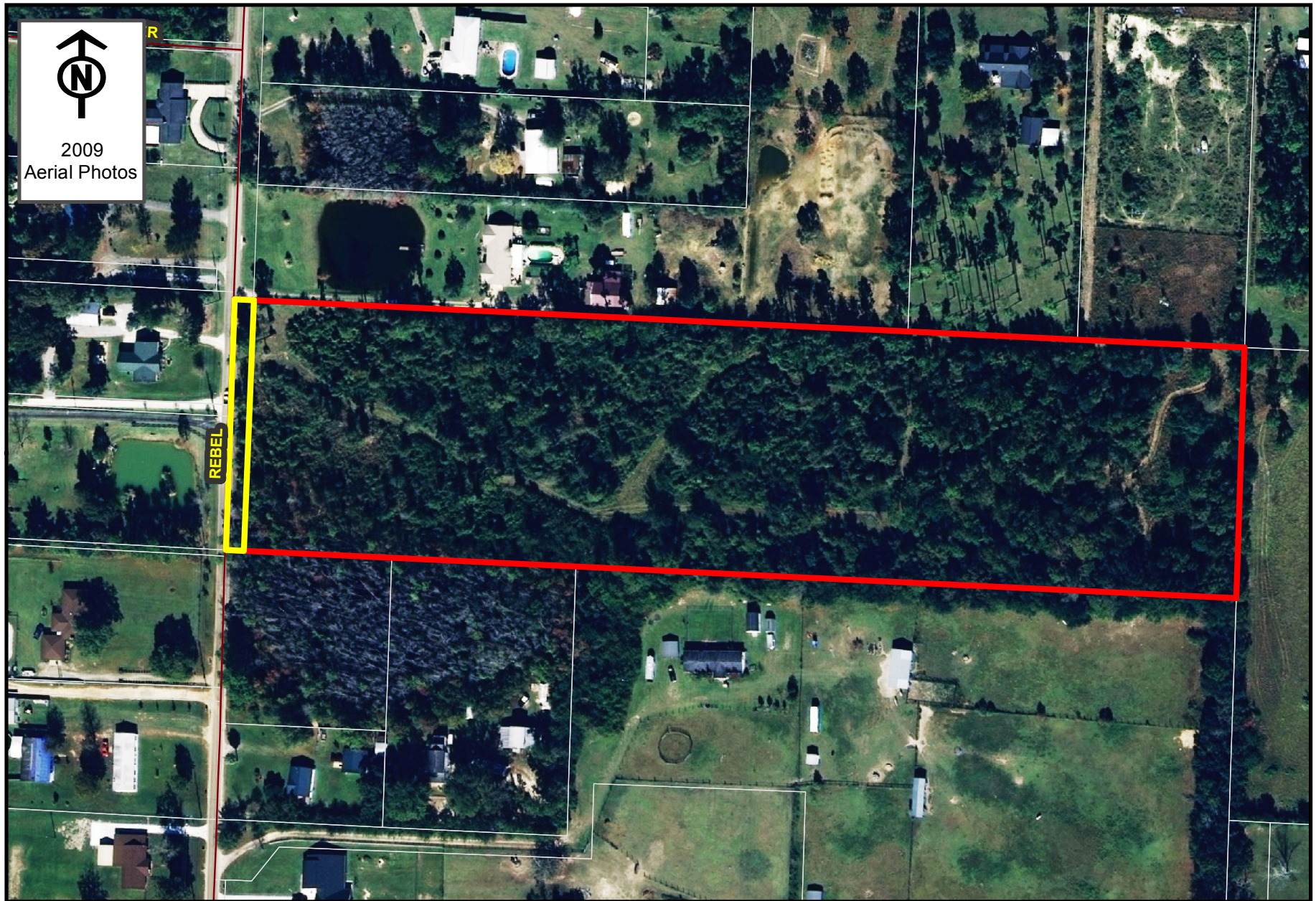
**Parcel Information**
[Launch Interactive Map](#)

**Section Map Id:**  
[06-1S-31](#)  
  
**Approx. Acreage:**  
 10.2700  
  
**Zoned:**  
 R-R  
  
**Evacuation & Flood Information**  
[Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)



# Rebel Road Drainage Improvement Project



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

SSW 4/16/14 DISTRICT 1



**John & Angela Russo 06-1S-31-1102-000-000**



**Requested Right-of-Way**





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

**AI-7446**

**County Administrator's Report 11. 11.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Reallocation of Capital Improvement Program Funds

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program, totaling \$2,170,000, as indicated below:

**FROM:**

DISTRICT	TYPE	PROJECT DESCRIPTION	AMOUNT	PREVIOUS ALLOCATIONS
2	Drainage	Jackson Street Elysian Avenue	\$166,991	Remaining funds for area which will be used specifically for other District 2 drainage improvement projects.
5	Drainage	Eleven Mile Creek	\$260,000	Anticipated to be funded by RESTORE. Balance in project: \$500,000.
2	Drainage	Gulf Beach Highway	\$1,743,009	Project phases 1-4, pedestrian improvements, drainage projects.
		<b>TOTAL</b>	<b>\$2,170,000</b>	

**TO:**

DISTRICT	TYPE	PROJECT TITLE	AMOUNT	DESCRIPTION
2	Drainage	Old Corry Field Road (Pete Moore Ditch)	\$500,000	Funds for construction. This site damaged in 2012 and damaged further in 2014.

2	Transportation	Perdido Key Pedestrian Crossing	\$250,000	Currently in design; these funds are for construction of five pedestrian crossings on Perdido Key Drive.
2	Transportation	Patton/Sunset Signals	\$550,000	Construction of permanent, synchronized traffic signals prior to Sunset Bridge construction (detour).
4	Drainage	Bahia Paz	\$50,000	Change Order for additional improvements for drainage and stormwater management, base, fill, and concrete.
1	Drainage	Barefoot Estates	\$80,000	Pricing Agreement Project; lowest bidder declined. Cost increase for next lowest bidder. Construction Cost: \$330,000.
1	Drainage	Choctaw Drainage	\$400,000	Construction of repairs as required by court order.
5	Drainage	Guidy Lane Drainage and Roadway Improvements	\$100,000	Change Order to the existing contract to correct and avoid conflicts for asphalt, driveways, curb cuts, grading and traffic loops.
4	Drainage	Mackey Bluffs	\$55,000	Additional funds needed for construction. Bids came in higher than amount budgeted. Construction Cost: \$635,000.
3	Drainage	Massachusetts Avenue Drainage	\$185,000	Additional funds needed for construction of additional drainage improvements for side streets such as North "P" Street, Kelly, Concordia, and Armenia.
		<b>TOTAL</b>	<b>\$2,170,000</b>	

[Funding Source: Fund 352, Local Option Sales Tax III, Account 210107]

### **BACKGROUND:**

This recommendation is for reallocation of existing funds to projects that are active and ready for construction or are currently under construction.

**BUDGETARY IMPACT:**

No budgetary impact occurs. Funding is currently available in Fund 352, Local Option Sales Tax III, Account 210107.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Scheduling and prioritization of capital improvements projects is at the discretion of the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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

**AI-7518**

**County Administrator's Report 11. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Final Close Out Change Order to Panhandle Grading & Paving, Inc. on Contract PD 12-13.040 "Ensley Area Drainage Improvements"

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Final Close Out Change Order to Panhandle Grading & Paving, Inc., on Contract PD 12-13.040, for the "Ensley Area Drainage Improvements - Detroit Boulevard and Johnson Avenue" Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Final Close Out Change Order to Panhandle Grading & Paving, Inc., on Contract PD 12-13.040, "Ensley Area Drainage Improvements - Detroit Boulevard and Johnson Avenue" Project:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$39,190.49
Vendor:	Panhandle Grading & Paving, Inc.
Project Name:	Ensley Area Drainage Improvements - Detroit Boulevard and Johnson Avenue
Contract:	PD 12-13.040
PO#:	131169
CO#:	8
Original Contract Award:	\$1,886,033.58
Cumulative Amount of Change Orders Through this CO:	\$205,816.66

New Contract Amount:	\$2,091,850.24
----------------------	----------------

[Funding Source: Fund 352, Local Option Sales Tax, Account 210107, Object Code 56301, Project #08EN0313]

**BACKGROUND:**

Meeting in regular session on June 20, 2013, the Board awarded Contract PD 12-13.040 "Ensley Area Drainage Improvements - Detroit Boulevard and Johnson Avenue" Project to Panhandle Grading & Paving, Inc. The project involves roadway and drainage improvements to the Detroit Boulevard and Johnson Avenue Area at North Palafox Street within the Ensley Area in Escambia County, Florida. The area consists of Detroit Boulevard from Orange Avenue/Pittman Avenue to North Palafox Street, Johnson Avenue from Orange Avenue to the CSX Railroad right-of-way, and East Detroit Boulevard from North Palafox Street to the CSX Railroad right-of-way line. The improvements consist of realigning Detroit Boulevard west of North Palafox Street into Johnson Avenue east of North Palafox Street and widening the existing roadways. Emerald Coast Utilities Authority (ECUA) utility work is also included in this contract, including relocation of water mains and installation of a new sanitary sewer.

Change Order #1, in the amount of \$14,619.00, included additive unit price quantities and items necessary for an additional sewer installation to provide for a residential service unforeseen during the development of the plans. ECUA has reimbursed the County for this additional work.

Change Order #2 added time to the contract.

Change Order #3, in the amount of \$7,500.02, included additive unit price quantities and items necessary for labor, materials, equipment, and installation of a conflict structure, required due to a conflict with an AT&T duct bank. AT&T provided the wrong depth location to the designer during the development of the plan, so the duct bank is actually deeper than anticipated, which caused a conflict with the storm pipe installation.

Change Order #4, in the amount of \$144,507.15, included additive costs for quantities, labor, material, equipment, and installation to cover items added to the contract to accommodate drainage issues, and to make adjustments or modifications required to accommodate utility conflicts encountered during construction. Added were: drainage and safety improvements, repairs to the detour road (Pittman Avenue), and repairs required due to the April flooding disaster, which were not covered under the original contract.

Change Order #5, was Change Order #4, \$144,507.15, which was processed twice.

Change Order #6 deducted \$144,507.15, because Change Order #4 was processed twice.

Change Order #7 added time to contract.

This Change Order request, #8, is the final close out change order for this project and includes additive/deductive unit price quantities for over-runs and under-run costs, and includes quantities, labor, material, equipment, and installation to cover items necessary for completion of the project to address three areas of property owner complaints and an inlet modification to provide for adequate drainage along residential properties and adjacent to the pond. The original contract amount for this project was \$1,886,033.58. Other Change Orders increased the contract amount by \$166,626.17. The close-out Change Order increased the contract costs by \$39,190.49, to a new project cost of \$2,091,850.24.

**BUDGETARY IMPACT:**

Funds are available in Fund 352 "Local Option Sales Tax", Cost Center 210107, Object Code 56301, Project #08EN0313.

**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, Purchasing and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Original PO 131169

Change Order 1

Change Order 2

Change Order 3

Change Order 4

Change Order 5

Change Order 6

Change Order 7

Change Order 8 Pending Approval

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PURCHASE ORDER NO. 131169

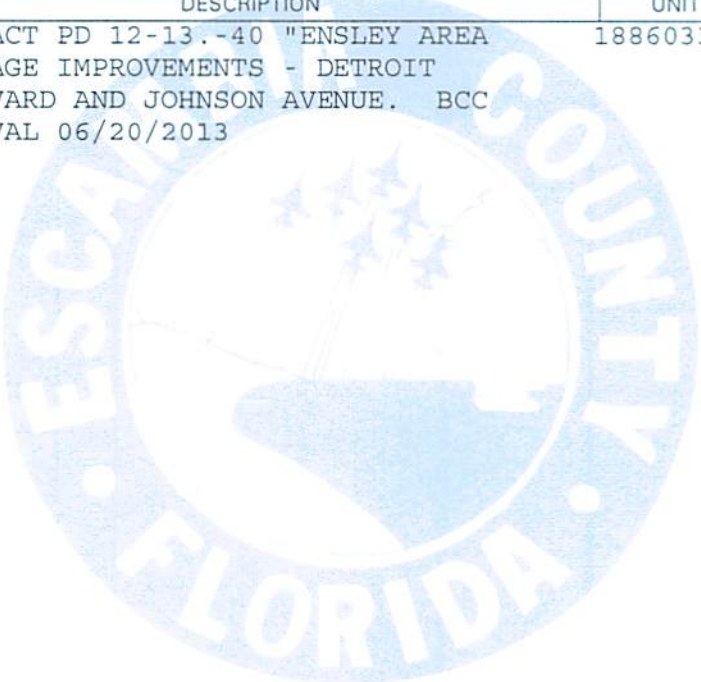
**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

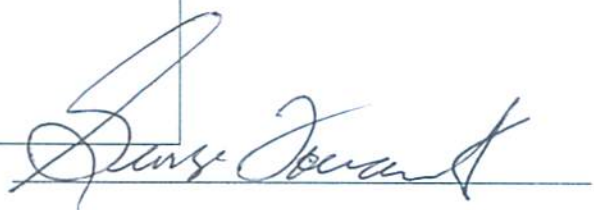
PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

160114  
 PANHANDLE GRADING & PAVING INC  
 P O BOX 3717  
 PENSACOLA FL 32516

ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 06/24/13		BUYER: JOSEPH PILLITARY		REQ. NO.: 13001294	REQ. DATE: 06/24/13
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CONTACT MAURICE MORTARA I	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 12-13.-40 "ENSLEY AREA DRAINAGE IMPROVEMENTS - DETROIT BOULEVARD AND JOHNSON AVENUE. BCC APPROVAL 06/20/2013	1886033.5800	1,886,033.58
					
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$
01	210107	56301	1,886,033.58	08EN0313	1,886,033.58
					<b>TOTAL \$</b> 1,886,033.58

APPROVED BY



PURCHASE ORDER NO. 131169-1

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

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[ 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  
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R  
[ 160114  
PANHANDLE GRADING & PAVING INC  
P O BOX 3717  
PENSACOLA FL 32516 ]

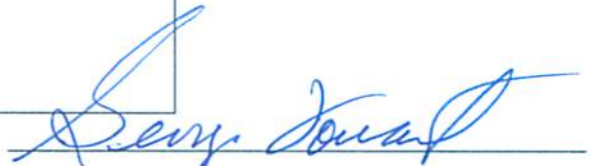
S  
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[ ENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LAMBERT ]

ORDER DATE: 06/24/13			BUYER: JOSEPH PILLITARY			REQ. NO.: 13001294		REQ. DATE: 06/24/13	
TERMS: NET 30 DAYS				F.O.B.:			DESC.: CHANGE ORDER - 1		
ITEM#	QUANTITY	UOM	DESCRIPTION				UNIT PRICE		EXTENSION

01	.00	LOT	Additive CO #1 as per attached CONTRACT PD 12-13.-40 "ENSLEY AREA DRAINAGE IMPROVEMENTS - DETROIT BOULEVARD AND JOHNSON AVENUE. BCC APPROVAL 06/20/2013	14619.0000	14,619.00
----	-----	-----	---	------------	-----------

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	14,619.00
01	210107 56301	14,619.00	08EN0313	TOTAL \$	14,619.00

APPROVED BY





# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: **160114**  
Project Number: **08EN0313**  
Department: **PUBLIC WORKS/ENGINEERING**

Vendor Name: **PANHANDLE GRADING AND PAVING, INC.**  
P.O. Number: **131169** C.O. Number: **1**  
P.D. Number: **12-13-40** Date: **11/13/13**

Notes for Modifying the Scope of Award:

**Additive Change Order request #1 includes additive unit price quantities and items necessary for an additional sewer installation to provide a residential service unforeseen during the development of the plans. The original contract amount of \$1,886,033.58 for this project increased by \$14,619.00 to a new project cost of \$1,900,652.58. ECUA will be reimbursing the County for this additional work. Five (5) additional days will be added with this Change Order. The new completion date is July 29, 2014. CIP: Ensley Area Drainage-Detroit-Johnson Realignment**

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: <b>1</b>	Quantity	Adjustment:	Amount: <b>\$14,619.00</b>
Deleting Dollars from Line Item No:		Adjustment:	Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Purchase Order Total Dollars:	<b>\$1,532,769.15</b>
Net Dollars added or subtracted:	<b>\$14,619.00</b>
New Purchase Order Total Dollars:	<b>\$1,547,388.15</b>
New Contract Total Dollars:	<b>\$1,886,033.58</b>
Net Dollars added or subtracted:	<b>\$14,619.00</b>
New Contract Total Dollars:	<b>\$1,900,652.58</b>

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
<b>210107</b>	<b>56301</b>	<b>08EN0313</b>	<b>\$14,619.00</b>	<b>\$1,547,388.15</b>

☐ 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: *Evelyn Rancifer*  
Evelyn Rancifer  
cm=evelyn.rancifer@escambiacounty.com  
BCC, ou=Public Works, Engineering,  
email=evelyn\_rancifer@escambia.com  
m, c=US  
2013.11.14 15:28:37 -0600

Digitally signed by Robin A Lambert  
DN: cn=Robin A Lambert, o=Public  
Works, ou=Engineering,  
email=robin.lambert@escambia.com,  
c=US  
Date: 2013.11.14 16:34:25 -0600

Maurice Montano  
cm=maurice.montano@escambia.com  
BCC, ou=Public Works,  
email=maurice.montano@escambia.com  
c=US  
2013.11.15 08:30:15 -0600

Request Prepared By:

Contract Administrator's Certification & Approval:

Office of Purchasing Review

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@escambia.com, c=US  
Date: 2013.11.21 11:13:47 -0600

Date:

Date:

Date:

Date:

Date: **12-5-13**

# CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 1

Contract No. PD: 12-13.40

To: Panhandle Grading And Paving, Inc.  
P.O. Box 3717  
Pensacola, FL 32516

Date: October 18, 2013

Project Name: Ensley Area Drainage Improvements-Detroit Boulevard and Johnson Avenue

Under our AGREEMENT dated 6/20/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

Additive Change Order request #1 includes additive unit price quantities and items necessary for an additional sewer installation to provide a residential service unforeseen during the development of the plans. The original contract amount of \$1,886,033.58 for this project increased by \$14,619.00. to a new project cost of \$1,900,652.58. ECUA will be reimbursing the County for this additional work. Five (5) additional days time will be added with this Change Order. The new completion date is July 29, 2014.

FOR THE Additive (Deductive) Sum of: **Fourteen Thousand Six Hundred Nineteen Dollars and No Cents.**  
\$14,619.00

Original Agreement Amount	:	<u>\$ 1,886,033.58</u>
Sum of Previous Changes	:	
This Change Order Add/(Subtract)	:	<u>\$ 14,619.00</u>
Present Agreement Amount	:	<u>\$ 1,900,652.58</u>

The time for completion shall increase by five (5) calendar days due to this change order. Accordingly, the Contract Time is 365 calendar days. The final completion date is **July 29, 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 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: 11/21/13 2013

By: [Signature]  
Contractor

By: \_\_\_\_\_  
Engineering Department

By: [Signature]  
Digitally signed by Joy D. Blackmon, P.E.  
DN: cn=Joy D. Blackmon, P.E., o=Escambia  
County GOCC, ou=Public Works Department,  
email=jblackmon@myescambia.com, c=US  
Date: 2013.11.21 11:14:13 -0500

Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Ensley Area Drainage - Detroit Johnson Realignment  
Project ID: ENG 1381  
Location: Ensley  
Project Manager: Maurice Mortara  
Date: 10/8/2013

Joy Jones 10/8/13  
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This change order request #1 includes additive unit price quantities and items necessary for an additional sewer installation to provide a residential service unforeseen during the development of the plans. The original contract amount of \$1,886,033.58 for this project is increased by \$10,624.00 to a new project cost of \$1,896,657.58. ECUA will be reimbursing the County for this additional work. No additional contract time will be added with this change order. **NEW COMPLETION DATE 7/29/14**

5 DAYS

\$14,619.00

\$1,900,657.58

new year

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.  
       Completion date

Obligated

Required

Balance of CIP Project

Funds for Original Construction Contract

Funds for Construction CO# 1

Contract PD 12.13.040

Contractor Panhandle Grading and Paving

\$ -10,624.00

14,619.00

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       

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

\$

\$

14,619.00  
(10,624.00)

This section to be completed by Administration to accomplish fund transfer:

From: Fund        Project #       

To: Fund        Project #       

Project Name Ensley Drainage

Project Name       

ab 18 14619  
10624.00

ap 14619  
10624.00

Transfer

County Engineer Signature

Transferred by [Signature]

Transfer Date 10/8/13

Posted to Expedition  
Date:

ECUA Change Order  
October 23, 2013  
Sewer Installation for  
Detroit/Johnson Re-alignment

Panhandle Grading and Paving, Inc.

Item #	Description	Unit	Quantity	Unit Price	Extended Total	
ECUA-18	8" PVC Gravity SS Pipe (ASTM D3034, SDR 26	LF	300	\$19.86	\$5,958.00	
ECUA-21	Concrete SS Manhole	EA	1	\$4,250.00	\$4,250.00	
ECUA-22	Connect to Existing SS Manhole	EA	1	\$750.00	\$750.00	
ECUA-23	Pole Bracing/Protection	EA	3	\$500.00	\$1,500.00	
ECUA-20A	4" PVC Gravity SS Laterals ASTM D3034, SDR 26)	EA	1	\$832.00	\$832.00	
			Sub Total		\$13,290.00	ECUA
Overhead and Profit		LS	1	10.00%	\$1,329.00	COUNTY
			Total Additive		\$14,619.00	

↑ COUNTY WILL PAY FOR *MM*

\* 5 ADDITIONAL DAYS REQUESTED

NEW COMPL. DATE JULY 29, 2014

# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: **160114**  
Project Number: **08EN0313**  
Department: **PUBLIC WORKS/ENGINEERING**

Vendor Name: **PANHANDLE GRADING AND PAVING, INC.**  
P.O. Number: **131169** C.O. Number: **1**  
P.D. Number: **12-13-40** Date: **11/13/13**

**Notes for Modifying the Scope of Award:**

**Additive Change Order request #1 includes additive unit price quantities and items necessary for an additional sewer installation to provide a residential service unforeseen during the development of the plans. The original contract amount of \$1,886,033.58 for this project increased by \$14,619.00 to a new project cost of \$1,900,652.58. ECUA will be reimbursing the County for this additional work. Five (5) additional days will be added with this Change Order. The new completion date is July 29, 2014. CIP: Ensley Area Drainage-Detroit-Johnson Realignment**

**To Modify Existing Purchase Order:**

Adding Dollars to Line Item No: <b>1</b>	Quantity Adjustment: <b>1</b>	Amount: <b>\$14,619.00</b>
Deleting Dollars from Line Item No: <b>1</b>	Quantity Adjustment: <b>1</b>	Amount: <b>\$14,619.00</b>

**Modify Notes:**

Date of BCC action: (ATTACH RESUME)

Purchase Order Total Dollars:	<b>\$1,532,769.15</b>
Net Dollars added or subtracted:	<b>\$14,619.00</b>
New Purchase Order Total Dollars:	<b>\$1,547,388.15</b>
New Contract Total Dollars:	<b>\$1,886,033.58</b>
Net Dollars added or subtracted:	<b>\$14,619.00</b>
New Contract Total Dollars:	<b>\$1,900,652.58</b>

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
<b>210107</b>	<b>56301</b>	<b>08EN0313</b>	<b>\$14,619.00</b>	<b>\$1,547,388.15</b>

☐ 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: *Evelyn Rancifer*  
Evelyn Rancifer  
City of Escambia County  
BCC, our Public Works Engineering  
email=evelyn\_rancifer@escambia.com  
c:\US  
2013.11.14 11:28:37 -0600

*John Lambert*  
Digitally signed by John A. Lambert  
DN: cn=John A. Lambert, o=Escambia County  
Public Works Engineering  
email=jalambert@escambia.com, c=US  
Date: 2013.11.14 14:54:25 -0600

Mark A. Blackmon  
City of Escambia County  
BCC, our Public Works  
email=mark\_blackmon@escambia.com  
c:\US  
2013.11.15 09:30:00

Request Prepared By:

Contract Administrator's Certification & Approval:

Office of Purchasing Review

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, our Public Works Department  
email=jblackmon@escambia.com, c=US  
Date: 2013.11.21 11:13:47 -0600

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

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

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

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

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

# CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 1

Contract No. PD: 12-13.40

To: Panhandle Grading And Paving, Inc.  
P.O. Box 3717  
Pensacola, FL 32518

Date: October 18, 2013

Project Name: Ensley Area Drainage Improvements-Detroit Boulevard and Johnson Avenue

Under our AGREEMENT dated 6/20/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

Additive Change Order request #1 includes additive unit price quantities and items necessary for an additional sewer installation to provide a residential service unforeseen during the development of the plans. The original contract amount of \$1,886,033.58 for this project increased by \$14,619.00. to a new project cost of \$1,900,652.58. ECUA will be reimbursing the County for this additional work. Five (5) additional days time will be added with this Change Order. The new completion date is July 29, 2014.

FOR THE Additive (Deductive) Sum of: **Fourteen Thousand Six Hundred Nineteen Dollars and No Cents.**  
\$14,619.00

Original Agreement Amount	:	<u>\$ 1,886,033.58</u>
Sum of Previous Changes	:	
This Change Order Add/(Subtract)	:	<u>\$ 14,619.00</u>
Present Agreement Amount	:	<u>\$ 1,900,652.58</u>

The time for completion shall increase by five (5) calendar days due to this change order. Accordingly, the Contract Time is 365 calendar days. The final completion date is **July 29, 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 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: 11/21/13 2013

By: [Signature]  
Contractor

By: \_\_\_\_\_  
Engineering Department

By: [Signature]  
Digitally signed by Joy D. Blackmon, P.E.  
DN: cn=Joy D. Blackmon, P.E., o=Escambia  
County SOCC, ou=Public Works Department,  
email=jblackmon@escambia.com, c=US  
Date: 2013.11.21 11:41:13 -0500



Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Ensley Area Drainage - Detroit Johnson Realignment  
Project ID: ENG 1381  
Location: Ensley  
Project Manager: Maurice Morfaro  
Date: 10/8/2013

Trey Jones 10/8/13  
Signature Approval Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This change order request #1 includes additive unit price quantities and items necessary for an additional sewer installation to provide a residential service unforeseen during the development of the plans. The original contract amount of \$1,886,033.58 for this project is increased by ~~\$10,624.00~~ to a new project cost of ~~\$1,896,657.58~~. ECUA will be reimbursing the County for this additional work. ~~No additional contract time will be added with this change order.~~ **NEW COMPLETION DATE 7/29/14**

5) DAYS

\$14,619.00

\$1,900,652.58

new year

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.  
       Completion date

Obligated

Required

Balance of CIP Project

Funds for Original Construction Contract

Funds for Construction CO# 1

Contract PD 12.13.040

Contractor Panhandle Grading and Paving

\$ -10,624.00

14,619.00

Funds for Original Task Order

Funds for Addendum #       

Task Order PD       

Consultant       

11-14-13

Funds for Original Work Order

Funds for Change Order #       

Contract PD 10-11.065

Contractor       

TO OK 10/8/13

Funds for Contingency

Consultant       

Please prepare CIO

Funds for Permit Fees

Agency       

Funds for Land Purchases

Owner       

2 10/10/13 56301

Funds for Title Work

Company       

Contract PD       

Contractor       

OPEN 0313

Funds for

\$ 14,619.00  
(10,624.00)

Now Balance of CIP Project

This section to be completed by Administration to accomplish fund transfer:

From: Fund        Project #       

Project Name Ensley Drainage

0618 14619

To: Fund        Project #       

Project Name       

940 14619

Transfer

County Engineer Signature

Transferred by [Signature]

Transfer Date 10/8/13

Posted to Expedition  
Date:

ECUA Change Order  
October 23, 2013  
Sewer Installation for  
Detroit/Johnson Re-alignment

Panhandle Grading and Paving, Inc.

Item #	Description	Unit	Quantity	Unit Price	Extended Total
ECUA-18	8" PVC Gravity SS Pipe (ASTM D3034, SDR 26	LF	300	\$19.86	\$5,958.00
ECUA-21	Concrete SS Manhole	EA	1	\$4,250.00	\$4,250.00
ECUA-22	Connect to Existing SS Manhole	EA	1	\$750.00	\$750.00
ECUA-23	Pole Bracing/Protection	EA	3	\$500.00	\$1,500.00
ECUA-20A	4" PVC Gravity SS Laterals ASTM D3034, SDR 26)	EA	1	\$832.00	\$832.00
Sub Total					\$13,290.00
	Overhead and Profit	LS	1	10.00%	\$1,329.00
Total Additive					\$14,619.00

ECUA  
COUNTY

↑ COUNTY WILL PAY FOR *MM*

\* 5 ADDITIONAL DAYS REQUESTED

NEW COMPL. DATE JULY 29, 2014

PURCHASE ORDER NO. 131169-2

CHANGE DATE: 11/27/13

## 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

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EPLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843V  
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160114

PANHANDLE GRADING &amp; PAVING INC

P O BOX 3717

PENSACOLA FL 32516

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OENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 06/24/13 BUYER: JOSEPH PILLITARY REQ. NO.: 13001294 REQ. DATE: 06/24/13

TERMS: NET 30 DAYS F.O.B.: DESC.: CHANGE ORDER - 2

ITEM# QUANTITY UOM DESCRIPTION UNIT PRICE EXTENSION

CO#2 add unit price qty necessary for additional  
residential sewer unforseen in the plans. Original  
contract amt of 41,886,033.58 for this project  
increased by 414,619.00 to new project cost \$1,900,652.  
58. ECUA reimbursing the County for add'l work and 5  
days added with new completion date 7.29.2014; CIP  
Ensley are Drainage-Detroit-Johnson Realignment  
PO total Dollars: \$1,532,769.15  
Net add 14,619.00  
New PO \$ \$1,547,388.15  
New contract \$ \$1,886,033.58  
net add 14,619.00  
New contract \$ \$1,900,652.58

01 .00 LOT CONTRACT PD 12-13.-40 "ENSLEY AREA  
DRAINAGE IMPROVEMENTS - DETROIT  
BOULEVARD AND JOHNSON AVENUE. BCC .0000 .00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	TOTAL \$
01	210107 56301	.00	08EN0313	.00	.00

01	210107	56301	.00	08EN0313
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APPROVED BY



PURCHASE ORDER NO. 131169-2

CHANGE DATE: 11/27/13

**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

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

160114  
 PANHANDLE GRADING & PAVING INC  
 P O BOX 3717  
 PENSACOLA FL 32516

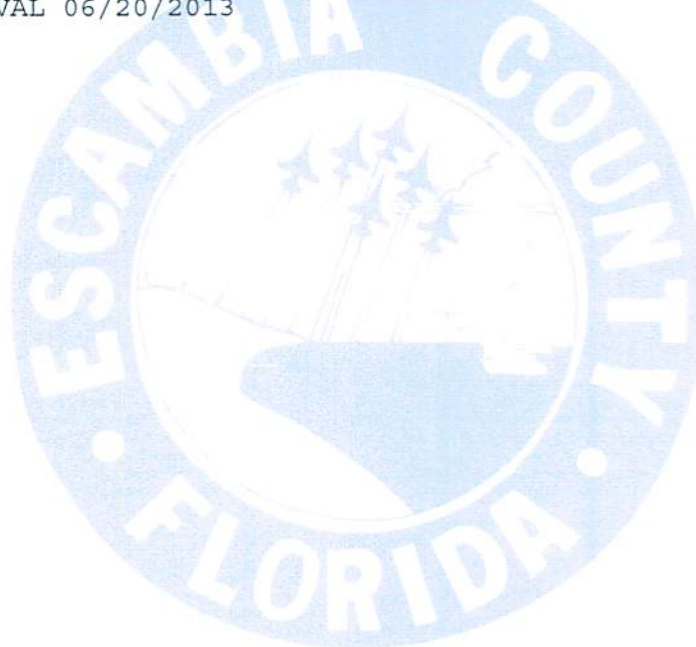
ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 06/24/13	BUYER: JOSEPH PILLITARY	REQ. NO.: 13001294	REQ. DATE: 06/24/13
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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APPROVAL 06/20/2013



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
				TOTAL \$	.00

APPROVED BY



**BOARD OF COUNTY COMMISSIONERS**

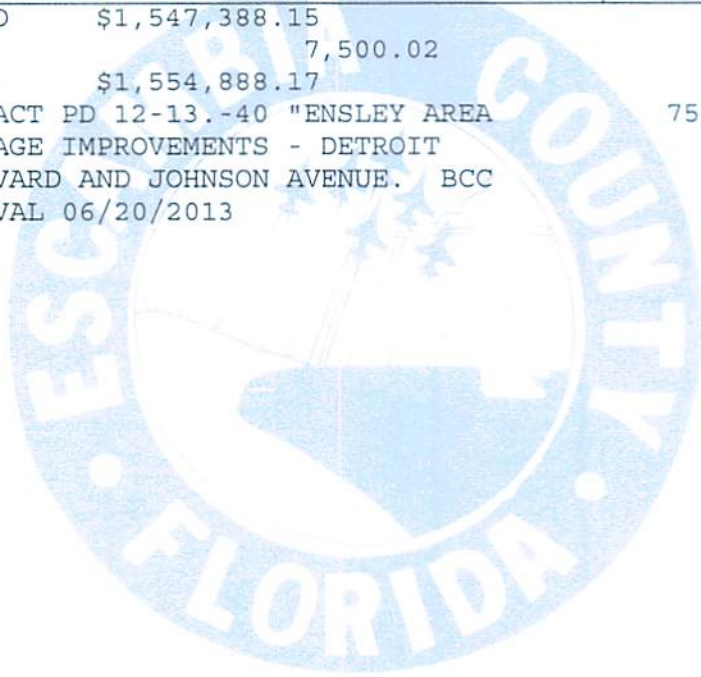
ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 131169-3****CHANGE DATE: 01/16/14**

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[ 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 ]

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 PANHANDLE GRADING & PAVING INC  
 P O BOX 3717  
 PENSACOLA FL 32516 ]

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[ ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505 ]  
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[ ATTN: ROBIN LAMBERT ]

ORDER DATE: 06/24/13		BUYER: JOSEPH PILLITARY		REQ. NO.: 13001294	REQ. DATE: 06/24/13
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 3	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Prev PO \$1,547,388.15		
			Add 7,500.02		
			New PO \$1,554,888.17		
01	.00	LOT	CONTRACT PD 12-13.-40 "ENSLEY AREA DRAINAGE IMPROVEMENTS - DETROIT BOULEVARD AND JOHNSON AVENUE. BCC APPROVAL 06/20/2013	7500.0200	7,500.02
					
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 7,500.02
01	210107	56301	7,500.02	08EN0313	TOTAL \$ 7,500.02

**APPROVED BY**

Original Purchase Order

JA

## CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: **160114**  
Project Number: **08EN0313**  
Department: **PUBLIC WORKS/ENGINEERING**

Vendor Name: **PANHANDLE GRADING AND PAVING, INC.**  
P.O. Number: **131169** C.O. Number: **3**  
P.D. Number: **12-13-40** Date: **01/14/14**

**Notes for Modifying the Scope of Award:**

This Change Order request includes additive unit price quantities and items necessary for labor, material, equipment and installation of a conflict structure. The structure is required due to a conflict with an AT&T duct bank. AT&T provided the wrong depth location to the designer during the development of the plans. The duct bank is actually deeper than anticipated causing a conflict with storm pipe installation. The contract amount of \$1,900,652.58 for this project is increased by \$7,500.02 to a new project cost of \$1,908,152.60. CIP: Ensley Area Drainage-Detroit Johnson Alignment

Adding Dollars to Line Item No: **1**  
Deleting Dollars from Line Item No:

Adjustment:   
Adjustment:

Amount: **\$7,500.02**  
Amount:

**Modify Notes:**

Date of BCC action: (ATTACH RESUME)

Purchase Order Total Dollars: **\$1,547,388.15**  
Net Dollars added or subtracted: **\$7,500.02**  
New Purchase Order Total Dollars: **\$1,554,888.17**  
  
New Contract Total Dollars: **\$1,900,652.58**  
Net Dollars added or subtracted: **\$7,500.02**  
New Contract Total Dollars: **\$1,908,152.60**

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0313	\$7,500.02	\$1,554,888.17

☐ 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.

*Robin A. Lambert*

Digitally signed by Robin A. Lambert  
DN: cn=Robin A. Lambert, o=Public Works,  
ou=Engineering,  
email=rlambert@myescambia.com, c=US  
Date: 2014.01.14 14:32:31 -06'00'

Maurice Montano  
cn=Maurice Montano,  
ou=Escambia County,  
ou=Public Works,  
email=mmontano@myescambia.com,  
c=US  
Date: 2014.01.14 15:21:08 -06'00'

Request Prepared By:

Contract Administrator's Certification & Approval:

Office of Purchasing Review:

Department Director:

County Administrator's Approval:

Date:

Date:

Date: **1.10.14**

Date:

Date:

*Kirk Kassebaum*

Kirk Kassebaum  
cn=Kirk Kassebaum, o=Engineering, ou=Public  
Works,  
email=kirk.kassebaum@myescambia.com, c=US  
2014.01.14 15:28:06 -06'00'

ESCAMBIA COUNTY  
PURCHASING DEPARTMENT

14 JAN 16 AM 10:16

RECEIVED

*[Signature]*

# CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 2

Contract No. PD: 12-13.40

To: Panhandle Grading And Paving, Inc.  
P.O. Box 3717  
Pensacola, FL 32516

Date: January 1, 2014

Project Name: Ensley Area Drainage Improvements-Detroit Boulevard and Johnson Avenue

Under our AGREEMENT dated 6/20/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

This Change Order request includes additive unit price quantities and items necessary for labor, material, equipment and installation of a conflict structure. The structure is required due to a conflict with an AT&T duct bank. AT&T provided the wrong depth location to the designer during the development of the plan. The duct bank is actually deeper than anticipated causing a conflict with storm pipe installation. The contract amount of \$1,900,652.58 for this project is increased by \$7,500.02 to a new project cost of \$1,908,152.60. CIP: Ensley Area Drainage-Detroit Johnson Alignment

FOR THE Additive (Deductive) Sum of: Seven thousand five hundred dollars and no cents  
\$7,500.02

Original Agreement Amount	\$	<u>\$ 1,886,033.58</u>
Sum of Previous Changes	\$	<u>\$ 14,619.00</u>
This Change Order Add/(Subtract)	\$	<u>\$ 7,500.02</u>
Present Agreement Amount	\$	<u>\$ 1,908,152.60</u>

The time for completion shall increase by (0) calendar days due to this change order. Accordingly, the Contract Time is 365 calendar days. The final completion date is July 29, 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 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

Joy D. Blackmon  
cm-Joy D. Blackmon, o.cu=Public Works,  
email=jdblackm@myescambia.com, c=US  
2014.01.15 16:03:56 -06'00'

**SIGN HERE**

By: \_\_\_\_\_  
Owner, Escambia County, Florida



# CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 2

Contract No. PD: 12-13.40

To: Panhandle Grading And Paving, Inc.  
P.O. Box 3717  
Pensacola, FL 32516

Date: January 1, 2014

Project Name: Ensley Area Drainage Improvements-Detroit Boulevard and Johnson Avenue

Under our AGREEMENT dated 6/20/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

This Change Order request includes additive unit price quantities and items necessary for labor, material, equipment and installation of a conflict structure. The structure is required due to a conflict with an AT&T duct bank. AT&T provided the wrong depth location to the designer during the development of the plan. The duct bank is actually deeper than anticipated causing a conflict with storm pipe installation. The contract amount of \$1,900,652.58 for this project is increased by \$7,500.02 to a new project cost of \$1,908,152.60. CIP: Ensley Area Drainage-Detroit Johnson Alignment

FOR THE Additive (Deductive) Sum of: Seven thousand five hundred dollars and no cents  
\$7,500.02

Original Agreement Amount	:	\$ 1,886,033.58
Sum of Previous Changes	:	\$ 14,619.00
This Change Order Add/(Subtract)	:	\$ 7,500.02
Present Agreement Amount	:	\$ 1,908,152.60

The time for completion shall increase by (0) calendar days due to this change order. Accordingly, the Contract Time is 365 calendar days. The final completion date is July 29, 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: 1/16/14

2014

By: [Signature]  
Contractor

By: [Signature]  
Engineering Department

Joy D. Blackmon  
c/o Joy D. Blackmon, a, ou=Public Works,  
email=jblackmon@myescambia.com, c=US  
2014.01.15 16:03:56 -0500

By: Owner, Escambia County, Florida

**SIGN HERE**



Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Ensley Area Drainage - Detroit Johnson Realignment  
Project ID: ENG 1381  
Location: Ensley  
Project Manager: Mauricio Mortara  
Date: 1/10/2014

Joy June 1/13/14  
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This change order request #2 includes additive unit price quantities and items necessary for labor, material, equipment and installation of a conflict structure. The structure is required due to a conflict with an AT&T duct bank. AT&T provided the wrong depth location to the designer during the development of the plans. The duct bank is actually deeper than anticipated causing a conflict with storm pipe installation. The contract amount of \$1,900,652.00 for this project is increased by \$7,500.02 to a new project cost of \$1,908,152.60. ✓  
58

Attached backup documentation 2 page (s).  
RFF/NTP Start Date \_\_\_\_\_ or Upon Issuance of Notice to Proceed  
Time shall be increased/decreased by \_\_\_\_\_ calendar days.  
\_\_\_\_\_ Completion date

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO# <u>2</u>			\$ 7,500.02
Contract PD <u>12.13.040</u>	Contractor <u>Parhandle Grading and Paving</u>		
Funds for Original Task Order			
Funds for Addendum # _____	Consultant _____		
Task Order PD _____			
Funds for Original Work Order			
Funds for Change Order # _____	Contractor <u>TO R 1-14-2014</u>		
Contract PD <u>12-13-040</u>			
Funds for Contingency	Consultant <u>Phase prepare C/O</u>		
Funds for Permit Fees	Agency <u>210107 / 156301</u>		
Funds for Land Purchases	Owner <u>68EN10313</u>		
Funds for Title Work	Company _____		
Contract PD _____	Contractor _____		
Funds for _____			
New Balance of CIP Project		<u>Joy</u> \$ (7,500.02)	

This section to be completed by Administration to accomplish fund transfer:

From:	<u>352</u>	Project #	<u>Ensley</u>	Project Name	<u>ebb</u>	Amount	<u>7500.02</u>
To:	<u>352</u>	Project #		Project Name	<u>ep</u>	Amount	<u>7500.02</u>

County Engineer Signature

Posted to Expedition  
Date:

Transfer

Transfer Date

1-14-2014

Detroit Johnson Realignment		PD 12-13.040		Change Order #2	
Item No.	Description			Panhandle Grading and Paving	
		Quantity	Unit	Unit Price	Amount
Deductions:					
# -CO2				\$	-
#-CO2				\$	-
Additions:					
# -CO2	Conflict Structure S-113B	1	LS	\$ 7,500.02	\$ 7,500.02
#-CO2				\$	-
Change Order Total					\$ 7,500.02
Accumulative Change Order Percentage Increase:					1.17%
Contract Total Costs Including Change Orders:					\$ 1,908,152.60



January 10, 2014

Re: Quote for Detroit/Johnson Realignment Structure 113-B  
Change Order # 2

Escambia County Engineering Division  
Attn: Maurice Montara, Project Manager

Dear Mr. Montara:

Please find below a quote for structure S-113B on the above-mentioned project.

1. 6.5' Depth Doghouse Conflict Structure 5' x 5' with Lid, Ring & Cover.  
\$2,011.07,  
Concrete bottom Material - \$400.00,  
Grout Material \$400.00,  
Labor & Equipment to Install \$3,888.95,  
Adjust Ring & Cover to Final Asphalt Grade \$800.00.  
Total of \$7,500.02

We appreciate the opportunity to present this quote.

Contact us at 478-5250 with any questions.

Respectfully Submitted,

*William H. Joseph*  
William H. Joseph,  
Project Manager

PURCHASE ORDER NO. 131169-4

CHANGE DATE: 09/05/14

## 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

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

160114 FAX: 850-262-0170  
PANHANDLE GRADING & PAVING INC  
P O BOX 3717  
PENSACOLA FL 32516

ENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LAMBERT

ORDER DATE: 06/24/13			BUYER: JOSEPH PILLITARY			REQ. NO.: 13001294		REQ. DATE: 06/24/13	
TERMS: NET 30 DAYS			F.O.B.:			DESC.: CHANGE ORDER - 4			
ITEM#	QUANTITY	UOM	DESCRIPTION				UNIT PRICE		EXTENSION

This change order #4 includes additive costs, quantities, labor, material, equipment and installation to cover items added to the contract and to complete the contract. The items were added to accommodate drainage issues and make adjustments or modifications required to accommodate utility conflicts encountered during construction. Drainage and safety improvements were added, repairs to the detour road (Pittman Ave) and repairs required due to the April flooding disaster that were not covered in the original contract are included. The contract will be extended 90 days, making the new completion date October 27, 2014. CIP: Ensley Area Drainage-Detroit Johnson Realignment.

Purchase Order Total Dollars \$1,554,888.17

New Dollars Added or Subtracted \$ 144,507.15

New Purchase Order Total Dollars \$1,699,395.32

New Contract Total Dollars \$1,908,152.60

Net Dollars added or subtracted \$ 144,507.15

New Contract Total Dollars \$2,052,659.75

01	.00	LOT CONTRACT PD 12-13.-40 "ENSLEY AREA DRAINAGE IMPROVEMENTS - DETROIT"	144507.1500	144,507.15
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	144,507.15
01	210107 56301	144,507.15	08EN0313	TOTAL \$	144,507.15

APPROVED BY

CHANGE DATE: 09/05/14

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

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 160114 FAX: 850-262-0170  
E PANHANDLE GRADING & PAVING INC  
N P O BOX 3717  
D PENSACOLA FL 32516  
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ENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LAMBERT

ORDER DATE: 06/24/13			BUYER: JOSEPH PILLITARY			REQ. NO.: 13001294		REQ. DATE: 06/24/13	
TERMS: NET 30 DAYS			F.O.B.:			DESC.: CHANGE ORDER - 4			
ITEM#	QUANTITY	UOM	DESCRIPTION				UNIT PRICE		EXTENSION

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$ 144,507.15

APPROVED BY



JP

## CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 160114  
Project Number: 08EN0313  
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: PANHANDLE GRADING AND PAVING, INC.  
P.O. Number: 131169  
C.O. Number: 4  
P.D. Number: 12-13-40  
Date: 08/26/14

Notes for Modifying the Scope of Award:

This Change Order No. 4 includes additive costs, quantities, labor, material, equipment and installation to cover items added to the contract and to complete the contract. The items were added to accommodate drainage issues and make adjustments or modifications required to accommodate utility conflicts encountered during construction. Drainage and safety improvements were added, repairs to the detour road (Pittman Ave), and repairs required due to the April flooding disaster that were not covered in the original contract are included. The contract amount of \$1,908,152.60 for this project is increased by \$144,507.16 to a new project cost of \$2,052,659.75. The contract will be extended 90 days, the new contract completion date is October 27, 2014. CIP: Ensley Area Drainage-Detroit Johnson Realignment.

Adding Dollars to Line Item No: 1  
Deleting Dollars from Line Item No:

Adjustment:  
Adjustment:

Amount: \$144,507.15  
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Purchase Order Total Dollars:	\$1,554,888.17
Net Dollars added or subtracted:	\$144,507.15
New Purchase Order Total Dollars:	\$1,699,395.32
New Contract Total Dollars:	\$1,908,152.60
Net Dollars added or subtracted:	\$144,507.15
New Contract Total Dollars:	\$2,052,659.75

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0313	\$144,507.15	\$1,699,395.32

☐ 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: *[Signature]*  
Contract Administrator's Certification & Approval: *[Signature]*

Office of Purchasing Review Agent:

Department Director:

County Administrator's Approval: *[Signature]*

Digitally signed by Robin A. Lambert,  
DN: cn=Robin A. Lambert, ou=Public  
Works, ou=Engineering,  
email=rlambert@escambia.com, c=US  
Date: 2014.09.04 13:40:52 -0500

Digitally signed by Joy D. Blackmon, P.E.,  
DN: cn=Joy D. Blackmon, P.E., ou=Escambia County BCC,  
ou=Public Works Department,  
email=jblackmon@escambia.com, c=US  
Date: 2014.09.04 13:40:52 -0500

Date: 9-15-14  
Date: 9.11.14  
Date: 9/16/24

ESCAMBIA COUNTY  
PURCHASING DEPARTMENT

14 SEP 11 AM 10:36

RECEIVED

*[Signature]*

# CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 3

Contract No. PD: 12-13.40

To: **Panhandle Grading And Paving, Inc.**  
P.O. Box 3717  
Pensacola, FL 32516

Date: August 26, 2014

Project Name: Ensley Area Drainage Improvements-Detroit Boulevard and Johnson Avenue

Under our AGREEMENT dated 6/20/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

This Change Order No. 3 includes additive costs, quantities, labor, material, equipment and installation to cover items added to the contract and to complete the contract. The items were added to accommodate drainage issues and make adjustments or modifications required to accommodate utility conflicts encountered during construction. Drainage and safety improvements were added, repairs to the detour road (Pittman Ave.) and repairs required due to the April flooding disaster that were not covered in the original contract are included. The contract amount of \$1,908,152.60 for this project is increased by \$144,507.16 to a new project cost of \$2,052,659.75. The contract will be extended 90 days, the new contract completion date is October 27, 2014.

FOR THE Additive (Deductive) Sum of: **One Hundred Forty Four Thousand Five Hundred Seven Dollars And Fifteen Dollars \$144,507.15**

Original Agreement Amount	:	\$ 1,886,033.58
Sum of Previous Changes	:	\$ 22,119.02
This Change Order Add/(Subtract)	:	\$ 144,507.16
Present Agreement Amount	:	\$ 2,052,659.75

The time for completion shall increase by (90) calendar days due to this change order. Accordingly, the Contract Time is 455 calendar days. The final completion date is **October 27, 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 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.

☒ X

that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount. Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact)

Date Accepted: August 29, 2014

By: William H. Joseph  
Contractor

By:

Englr

Joy D. Blackmon

Digitally signed by Joy D. Blackmon, P.E.  
DN: cn=Joy D. Blackmon, P.E.,  
o=Escambia County BOCC, ou=Public  
Works Department,  
email=jblackmon@myescambia.com, c=US  
Date: 2014.09.04 15:06:20 -05'00'

By: Owner, Escambia County, Florida

## CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 3

Contract No. PD: 12-13.40

To: **Panhandle Grading And Paving, Inc.**  
P.O. Box 3717  
Pensacola, FL 32518

Date: August 26, 2014

Project Name: Ensley Area Drainage Improvements-Detroit Boulevard and Johnson Avenue

Under our AGREEMENT dated 6/20/2013

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

This Change Order No. 3 includes additive costs, quantities, labor, material equipment and installation to cover items added to the contract and to complete the contract. The items were added to accommodate drainage issues and make adjustments or modifications required to accommodate utility conflicts encountered during construction. Drainage and safety improvements were added, repairs to the detour road (Pittman Ave.) and repairs required due to the April flooding disaster that were not covered in the original contract are included. The contract amount of \$1,908,152.60 for this project is increased by \$144,507.16 to a new project cost of \$2,052,659.75. The contract will be extended 90 days, the new contract completion date is October 27, 2014.

FOR THE Additive (Deductive) Sum of: **One Hundred Forty Four Thousand Five Hundred Seven Dollars**  
And Fifteen Dollars **\$144,507.15**

Original Agreement Amount	:	<u>\$ 1,886,033.58</u>
Sum of Previous Changes	:	<u>\$ 22,119.02</u>
This Change Order Add/(Subtract)	:	<u>\$ 144,507.15</u>
Present Agreement Amount	:	<u>\$ 2,052,659.75</u>

The time for completion shall increase by (90) calendar days due to this change order. Accordingly, the Contract Time is 455 calendar days. The final completion date is **October 27, 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.

☒

that I Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact)

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: Ensley Area Drainage - Detroit Johnson Realignment  
Project ID: ENG 1381  
Location: Ensley  
Project Manager: Maurice Mortara  
Date: 8/15/2014

Jay Thom 8/19/14  
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This change order request #3 includes additive costs, quantities, labor, material, equipment and installation to cover items added to the contract and to complete the contract. The items were added to accommodate drainage issues and make adjustments or modifications required to accommodate utility conflicts encountered during construction. Drainage and safety improvements were added, repairs to the detour road (Pittman Ave.), and repairs required due to the April flooding disaster that were not covered in the original contract are included. The contract amount of \$1,908,152.60 for this project is increased by \$144,507.15 to a new project cost of \$2,052,659.75. The contract will be extended 90 days making the new contract completion date October 22, 2014.

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.  
\_\_\_\_\_ Completion date

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO# <u>3</u>			\$ <u>144,507.15</u>
Contract PD <u>12.13.040</u>	Contractor <u>Panhandle Grading and Paving</u>		
Funds for Original Task Order			
Funds for Addendum # _____	Consultant _____		
Task Order PD _____			
Funds for Original Work Order			
Funds for Change Order # _____	Contractor <u>TOUR 8/19/14</u>		
Contract PD <u>10-11.055</u>			
Funds for Contingency	Consultant <u>pl's prepare @ 10</u>		
Funds for Permit Fees	Agency _____		
Funds for Land Purchases	Owner _____		
Funds for Title Work	Company _____		
Contract PD _____	Contractor <u>210107 / 56301</u>		
Funds for _____			<u>08EN0313</u>
New Balance of CIP Project		\$ _____	\$ <u>(144,507.15)</u>

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
			<u>Ensley Detroit oblg</u>	<u>144,507.15</u>
To:	Fund	Project #	Project Name	Amount
			<u>ayp</u>	<u>144,507.15</u>

Transfer

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition  
Date:

Detroit Johnson Realignment		PD 12-13.040		Change Order #3	
Item No.	Description			Panhandle Grading and Paving	
		Quantity	Unit	Unit Price	Amount
Deductions:					
# -CO3				\$	-
#-CO3				\$	-
Additions:					
# -CO3	Old Palafox between East Detroit and Johnson- Additional sidewalk, bus pad, removal/replacement of existing wood split rail fence with aluminum pipe rail	1	LS	\$ 41,410.28	\$ 41,410.28
# -CO3	Laurel at Johnson pipe extension	1	LS	\$ 4,421.04	\$ 4,421.04
# -CO3	Laurel and Pogo drainage/safety improvements	1	LS	\$ 9,712.70	\$ 9,712.70
# -CO3	Johnson Ave. Paint & Body Shop drainage improvements	1	LS	\$ 8,693.75	\$ 8,693.75
# -CO3	Johnson Ave. Inlet S-111 Modification and grading	1	LS	\$ 3,332.60	\$ 3,332.60
# -CO3	Pittman Ave. repairs - Area 1, approx 370' south of West Detroit	1	LS	\$ 14,200.25	\$ 14,200.25
# -CO3	Pittman Ave. repairs - Area 2, Jones St. & Pittman Ave.	1	LS	\$ 10,227.50	\$ 10,227.50
# -CO3	Pittman Ave. repairs - Area 3, Carolina Dr. & Pittman	1	LS	\$ 7,389.50	\$ 7,389.50
# -CO3	Pittman Ave. repairs - Area 4, south of Carolina Dr. on Pittman	1	LS	\$ 3,783.75	\$ 3,783.75
# -CO3	Detroit Johnson rain disaster repairs	1	LS	\$ 10,522.50	\$ 10,522.50
# -CO3	Trim overhead limbs away from AT&T lines on Old Palafox	1	LS	\$ 600.00	\$ 600.00
# -CO3	January 4,6 2014 additional embankment testing	1	LS	\$ 1,800.00	\$ 1,800.00
# -CO3	Additional commercial material (milled asphalt) stabilization	1	LS	\$ 1,500.00	\$ 1,500.00
# -CO3	Inlet S-118 & S-118 Modifications	1	LS	\$ 8,226.32	\$ 8,226.32
# -CO3	ECUA Items - Fire Hydrant riser installation, install 2 additional valves, 60LF 8" DIP Water Main and 8" fittings (2 Ea)	1	LS	\$ 5,992.20	\$ 5,992.20
# -CO3	10% Overhead & Profit Change Order Markup	1	LS	\$ 12,981.24	\$ 12,981.24
# -CO3	Additional Performance & Payment Bond	1	LS	\$ 1,713.52	\$ 1,713.52
#-CO3				\$	-
Change Order Total				\$	144,507.15
Accumulative Change Order Percentage Increase:					8.83%
Contract Total Costs Including Change Orders:				\$	2,052,659.75

*Calculations  
verified  
8-19-14  
Blambert*

INCREASE RIDER

To be attached to and form part of Bond Number 016055104 effective  
06/21/2013 issued by the Liberty Mutual Insurance Company  
in the amount of One Million Eight Hundred Eighty-six  
Thousand Thirty-three Dollars And Fifty-eight Cents DOLLARS (\$ 1,886,033.58 ),  
on behalf of Panhandle Grading & Paving, Inc.,  
as Principal and in favor of Board of County Commissioners for Escambia County, Florida,  
as Obligee.

Now therefore, it is agreed that:

We, Liberty Mutual Insurance Company,  
Surety on the above bond, hereby stipulate and agree that from and after the effective date of this  
Stipulation, the Penalty of said Bond shall be Increased

FROM: One Million Eight Hundred Eighty-six Thousand Thirty-three (\$ 1,886,033.58 )  
Dollars And Fifty-eight Cents

TO: Two Million Fifty-two Thousand Six Hundred Fifty-nine Dollars (\$ 2,052,659.75 )  
And Seventy-five Cents

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 22 Day of August, 2014.

Signed, Sealed and Dated this 22 Day of August, 2014.

Panhandle Grading & Paving, Inc.

(Principal)

By: 

Betty J. Long

Liberty Mutual Insurance Company

(Surety)

By: 

Evondia H. Woessner

Attorney-In-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6614291

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Evondia H. Woessner; Jeffrey M. Wilson; Mark W. Edwards II; Robert R. Freel; Ronald B. Gjadrosich; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of June, 2014.



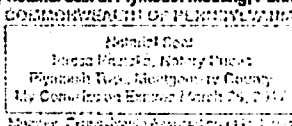
STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

On this 17th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of August, 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**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. 131169-3****CHANGE DATE: 01/16/14**

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[ 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

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 PANHANDLE GRADING & PAVING INC  
 P O BOX 3717  
 PENSACOLA FL 32516

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 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 06/24/13		BUYER: JOSEPH PILLITARY		REQ. NO.: 13001294	REQ. DATE: 06/24/13
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 3	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Prev PO \$1,547,388.15		
			Add 7,500.02		
			New PO \$1,554,888.17		
01	.00	LOT	CONTRACT PD 12-13.-40 "ENSLEY AREA DRAINAGE IMPROVEMENTS - DETROIT BOULEVARD AND JOHNSON AVENUE. BCC APPROVAL 06/20/2013	7500.0200	7,500.02

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	7,500.02
01	210107	56301	7,500.02	08EN0313	TOTAL \$	7,500.02

**APPROVED BY**

Original Purchase Order

PURCHASE ORDER NO. 131169-5

CHANGE DATE: 09/11/14

## 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

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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

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160114 FAX: 850-262-0170  
PANHANDLE GRADING & PAVING INC  
P O BOX 3717  
PENSACOLA FL 32516

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ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LAMBERT

ORDER DATE: 06/24/13	BUYER: JOSEPH PILLITARY	REQ. NO.: 13001294	REQ. DATE: 06/24/13
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 5
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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CO to Increase funds

Prev PO \$1,554,888.17  
Add 144,507.15  
New PO \$1,669,395.32

01	.00	LOT CONTRACT PD 12-13.-40 "ENSLEY AREA DRAINAGE IMPROVEMENTS - DETROIT BOULEVARD AND JOHNSON AVENUE. BCC APPROVAL 06/20/2013	144507.1500	144,507.15
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	144,507.15
01	210107 56301	144,507.15	08EN0313	TOTAL \$	144,507.15

APPROVED BY

Original Purchase Order



PURCHASE ORDER NO. 131169-6

CHANGE DATE: 09/12/14

## 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

PLEASE EMAIL INVOICES TO:  
escambia.invoices@escambiaclerk.com  
CLERK OF THE COURT & COMPTROLLER  
HON. PAM CHILDERS  
221 PALAFOX PLACE, SUITE 140  
PENSACOLA, FL 32502-5843

VENDOR 160114 FAX: 850-262-0170  
PANHANDLE GRADING & PAVING INC  
P O BOX 3717  
PENSACOLA FL 32516

SHIP TO ENGINEERING  
ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LAMBERT

ORDER DATE: 06/24/13 BUYER: PURCHASING MANAGER REQ. NO.: 13001294 REQ. DATE: 06/24/13

TERMS: NET 30 DAYS F.O.B.: DESC.: CHANGE ORDER - 6

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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01	.00	LOT	Duplicate change order..entered into system by Public Works Department and Purchasing Department...this change order will reduce the purchaae order by \$144,507.15. CONTRACT PD 12-13.-40 "ENSLEY AREA DRAINAGE IMPROVEMENTS - DETROIT BOULEVARD AND JOHNSON AVENUE. BCC APPROVAL 06/20/2013	144507.1500	-144,507.15
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	-144,507.15
01	210107 56301	-144,507.15	08EN0313	TOTAL \$	-144,507.15

APPROVED BY

PURCHASE ORDER NO. 131169-7

CHANGE DATE: 11/17/14

## 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

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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

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160114 FAX: 850-262-0170  
PANHANDLE GRADING & PAVING INC  
P O BOX 3717  
PENSACOLA FL 32516

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ENGINEERING DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA FL 32505  
ATTN: ROBIN LAMBERT

ORDER DATE: 06/24/13		BUYER: JOSEPH PILLITARY		REQ. NO.: 13001294		REQ. DATE: 06/24/13	
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CHANGE ORDER - 7			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
ADMINISTRATIVE CHANGE ORDER FOR TIME ONLY TO ALLOW ADDITIONAL TIME TO PENSACOLA GRADING AND PAVING, INC. CONTRACT DUE TO ADDITIONAL WORK CAUSED BY ADDED DRAINAGE IMPROVEMENTS TO THE PROJECT, UNFORESEEN CONSTRUCTION ISSUES (MINOR DRAINAGE/PAVING ISSUES AND BUSINESS ACCESS ISSUES ON OLD PALAFOX, ETC., AND CONTRACTOR WORK LOADIMPACTED BY THE APRIL 2014 FLOOD EVENT). THE TIME OF COMPLETION SHALL INCREASE BY 52 DAYS, MAKING THE NEW COMPLETION DATE DECEMBER 18, 2014. CIP: ENSLEY AREA-DETROIT JOHNSON AVENUE							
01	.00	LOT	CONTRACT PD 12-13.-40 "ENSLEY AREA DRAINAGE IMPROVEMENTS - DETROIT BOULEVARD AND JOHNSON AVENUE. BCC APPROVAL 06/20/2013		.0000	.00	
					FLORIDA		
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ .00		
01	210107	56301	.00	08EN0313	TOTAL \$ .00		

APPROVED BY





# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 160114  
Project Number: 08EN0313  
Department: Public Works/Engineering

Vendor Name: Panhandle Grading and Paving, Inc.  
P.O. Number: 131169  
P.D. Number: 12-13.40  
C.O. Number: 7  
Date: 11/14/14

Notes for Modifying the Scope of Award:

Administrative Change Order for time only to allow additional time to Pensacola Grading and Paving, Inc. contract due to additional work caused by added drainage improvements to the project, unforeseen construction issues (minor drainage/paving issues and business access issues on Old Palafox, etc., and contractor work load impacted by April 2014 Flood Event.) The time of completion shall increase by 52 days, making the new completion date December 18, 2014. CIP: Ensley Area-Detroit-Johnson Avenue.

Adding Dollars to Line Item No:   
Deleting Dollars from Line Item No:

Adjustment:   
Adjustment:

Amount:   
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Purchase Order Total Dollars: \$255,009.33  
Net Dollars added or subtracted: \$0.00  
New Purchase Order Total Dollars: \$255,009.33  
New Contract Total Dollars: \$2,052,659.75  
Net Dollars added or subtracted: \$0.00  
New Contract Total Dollars: \$2,052,659.75

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0313	\$0.00	\$255,009.33

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:

*Robin A. Lambert*

Digitally signed by Robin A. Lambert  
DN: cn=Robin A. Lambert, o=Public Works,  
ou=Engineering, email=rlambert@myescambia.com,  
c=US  
Date: 2014.11.14 16:11:00 -06'00'

Date:

Contract Administrator's Certification & Approval:

Date:

Office of Purchasing Review Agent:

*Joy D. Blackmon*

Digitally signed by Joy D. Blackmon, P.E.  
DN: cn=Joy D. Blackmon, P.E., o=Escambia  
County BOCC, ou=Public Works Department,  
email=jblackmon@myescambia.com, c=US  
Date: 2014.11.17 08:42:08 -06'00'

Date: 11-24-14

Department Director:

Date:

County Administrator's Approval:

*Paul L. Brown*

Date: 11-24-14

## CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 4

Contract No. PD: 12-13.40

To: **Panhandle Grading And Paving, Inc.**  
P.O. Box 3717  
Pensacola, FL 32516

Date: November 14, 2014

Project Name: Ensley Area Drainage Improvements-Detroit Boulevard and Johnson Avenue

Under our AGREEMENT dated 6/20/2013

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 to allow additional time to PGP due to additional work caused by added drainage improvements to the project, unforeseen construction issues (minor drainage/paving issues and business access issues on Old Palafox, etc... and contractor work load impacted by April 2014 Event. The time of completion shall increase by 52 days, the new completion date is December 18, 2014.**

FOR THE Additive (Deductive) Sum of: N/A

Original Agreement Amount	:	<u>\$ 1,886,033.58</u>
Sum of Previous Changes	:	<u>\$ 166,626.17</u>
This Change Order Add/(Subtract)	:	<u></u>
Present Agreement Amount	:	<u>\$ 2,052,659.75</u>

The time for completion shall increase by (52) calendar days due to this change order. Accordingly, the Contract Time is 507 calendar days. The final completion date is December 18, 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 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.

☐ that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount. Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact)

Date Accepted: 2014

By:

William H. Joseph  
Contractor

By:

Engineering Department

By: Owner, Escambia County, Florida

## CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 4

Contract No. PD: 12-13.40

To: Panhandle Grading And Paving, Inc.  
P.O. Box 3717  
Pensacola, FL 32516

Date: November 14, 2014

Project Name: Ensley Area Drainage Improvements-Detroit Boulevard and Johnson Avenue

Under our AGREEMENT dated 6/20/2013

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 to allow additional time to PGP due to additional work caused by added drainage improvements to the project, unforeseen construction issues (minor drainage/paving issues and business access issues on Old Palafox, etc... and contractor work load impacted by April 2014 Event. The time of completion shall increase by 52 days, the new completion date is December 18, 2014.**

FOR THE Additive (Deductive) Sum of:

**N/A**

Original Agreement Amount	:	<u>\$ 1,886,033.58</u>
Sum of Previous Changes	:	<u>\$ 166,626.17</u>
This Change Order Add/(Subtract)	:	<u></u>
Present Agreement Amount	:	<u>\$ 2,052,659.75</u>

**The time for completion shall increase by (52) calendar days due to this change order. Accordingly, the Contract Time is 507 calendar days. The final completion date is December 18, 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.

☐ that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount. Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact)

Date Accepted: 2014

By:

Contractor

By:

Engineering Department

By: Owner, Escambia County, Florida

**Robin F. Lambert**

---

**From:** Maurice J Mortara  
**Sent:** Wednesday, October 29, 2014 11:42 AM  
**To:** Robin F. Lambert  
**Cc:** Joy Jones  
**Subject:** Detroit Johnson Realignment - Panhandle, Volkert time Extensions

Robin, due to additional work caused by added drainage improvements to the project, unforeseen construction issues (minor drainage/paving issues and business access issues on Old Palafox, , etc.... and contractor work load impacted by the April 2014 event, construction of the project is going to extend into the end of November. Request to extend Panhandle Grading and Paving & Volkert & Associates CEI services to finish out construction and contract of the Ensley Area Improvements - Detroit Boulevard Johnson Avenue Realignment project. The contract time needs to be extended for both contracts to make the new contract completion date December 18, 2014. Let me know if you have any questions. Thanks, Maurice

**ESCAMBIA COUNTY ENGINEERING DEPARTMENT  
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS**

Project Name:	Ensley Area Drainage - Detroit Johnson Realignment
Project ID:	ENG 1381
Location:	Ensley
Project Manager:	Chris Curb for Maurice Mortara
Date:	12/24/2014

\*\*\*\*\*

This section to be completed by Project Managers:

Signature Approval, Division Chief

**DESCRIPTION OF REQUEST**

This close out change order request #8 includes additive/deductive unit price quantities for over-runs and under-run costs; and quantities, labor, material, equipment, and installation to cover items necessary for completion of the project to address 3 areas of property owner complaints and an inlet modification to provide for adequate drainage along residential properties and adjacent to the pond. The original contract amount was \$1,886,033.58 for this project. Other change orders increased the contract amount by \$166,626.17, added time for completion, or corrected accounting errors. The close out change order increased the contract costs by \$39,190.49 to a new project cost of \$2,091,850.24. The contract will be extended 80 days to the new contract completion date March 7, 2015 to allow time for Board approval, since the change order accumulative total is greater than 10%, and requires board approval. ~~Expos to have recommendation February 6, 2015 board meeting.~~

(see attachment)

Attached backup documentation 2 page (s).

Time shall be (increased/decreased by) 80 calendar days. New completion date is 3/8/2015

		Obligated	Required
Balance of CIP Project	\$		\$
Funds for Original Construction Contract	\$		\$
Funds for Construction Change Order # <u>8</u>	\$		\$ 39,190.49
Contract PD <u>12.13.040</u>	Contractor <u>Panhandle Grading and Paving</u>		
Funds for Original Task Order			
Funds for Addendum # _____	\$	\$	
Task Order PD _____	Consultant _____	\$	\$
Funds for Original Work Order			
Funds for Change Order # _____ to the Work Order	\$	\$	
Contract PD _____	Contractor _____	\$	\$
Funds for Contingency	\$	\$	
Funds for Permit Fees	\$	\$	
Funds for Land Purchases	\$	\$	
Funds for Title Work	\$	\$	
Contract PD _____	Contractor _____		
Funds for _____	\$	\$	
Contractor: _____			
<b>New Balance of CIP Project</b>	\$	-	\$ (39,190.49)

\*\*\*\*\*

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				\$
To:				\$
			Transfer	\$

County Engineer

Transferred by

Transfer Date

Posted to Expedition

Date:

H:\ENG\FileSystem\Projects\E\Ensley Area Drainage\Detroit\_Johnson Realignment\Funding\  
Detroit Johnson Construction Quantity Verification.xls

Detroit Johnson Realignment		PD 12-13.040		Change Order #8		Justification:
Item No.	Description			Panhandle Grading and Paving		
		Quantity	Unit	Unit Price	Amount	
Under-run Deductions:						
C08-12	1" Milling	-32.3	SY	\$1.50	-\$48.45	Quantity was not used as measured in bid amount
C08-24	Sawcut & Remove D/W	-60	SY	\$13.50	-\$810.00	Quantity was not used as measured in bid amount
C08-26	Remove & Repour By Hand Broken Curb	-64.5	LF	\$13.00	-\$838.50	Quantity was not used as measured in bid amount
C08-44	Connect to Existing Pipe/Inlet /Manhole	-2	EA	\$900.00	-\$1,800.00	Quantity was not used as measured in bid amount
C08-45	Remove Existing Inlet/Manhole	-2	EA	\$725.00	-\$1,450.00	Quantity was not used as measured in bid amount
C08-46	Adjust Existing MH Tops	-2	EA	\$615.00	-\$1,230.00	Quantity was not used as measured in bid amount
C08-52	Dewatering	-848.2	LF	\$1.00	-\$848.20	Quantity was not used as measured in bid amount
ECUA-1	8" PVC WM Pipe (C900)	-19	LF	\$12.40	-\$235.60	Quantity was not used as measured in bid amount
ECUA-2	6" PVC WM Pipe (C900)	-46	LF	\$9.83	-\$452.18	Quantity was not used as measured in bid amount
ECUA-9	6" Fittings	-4	EA	\$287.00	-\$1,148.00	Quantity was not used as measured in bid amount
ECUA-10	Connect to Existing Water Main	-2	EA	\$260.00	-\$520.00	Quantity was not used as measured in bid amount
ECUA-11	Adjust Valve Boxes to Grade	-7	EA	\$275.00	-\$1,925.00	Quantity was not used as measured in bid amount
ECUA-15	Shut Off Notices (Hang Tags)	-0.5	LS	\$500.00	-\$250.00	Quantity was not used as measured in bid amount
ECUA-16	Cut & Cap Water Main	-1	EA	\$200.00	-\$200.00	Quantity was not used as measured in bid amount
CO 3 - 5	Inlet S-111 Modifications	-1	LS	\$3,099.32	-\$3,099.32	Quantity was not used as measured in bid amount
				Subtotal	-\$14,855.25	
Over-run Additions:						
C08-9	1.5" Asphalt	83	SY	\$6.00	\$498.00	Quantity in field and placed exceeded bid amount
C08-10	2" Asphalt	238.6	SY	\$8.00	\$1,908.80	Quantity in field and placed exceeded bid amount
C08-11	4" Asphalt	402.2	SY	\$16.15	\$6,495.53	Quantity in field and placed exceeded bid amount
C08-15	4" Asphalt	28	SY	\$16.15	\$452.20	Quantity in field and placed exceeded bid amount
C08-16	6" Asphalt	402.2	SY	\$24.20	\$9,733.24	Quantity in field and placed exceeded bid amount
C08-17	9" GAB	239	SY	\$16.86	\$4,029.54	Quantity in field and placed exceeded bid amount
C08-20	"F" Curb	74	LF	\$10.93	\$808.82	Quantity in field and placed exceeded bid amount
C08-21	Type "B" Curb	26	LF	\$12.00	\$312.00	Quantity in field and placed exceeded bid amount
C08-23	6" Conc. D/W	155.4	SY	\$36.75	\$5,710.95	Quantity in field and placed exceeded bid amount
ECUA-8	8" Fittings	2	EA	\$400.00	\$800.00	Quantity in field and placed exceeded bid amount
ECUA-18	8" PVC Gravity SS Pipe	47	LF	\$19.86	\$933.42	Quantity in field and placed exceeded bid amount
ECUA-55	Centipede Sod	475	SY	\$2.10	\$997.50	Quantity in field and placed exceeded bid amount
60-2-106	Loop Assembly F&I Type F 6x50	4	EA	\$676.00	\$2,704.00	Loop Assemblies required to address traffic light
65	Asphalt Escalation	1	LS	\$2,000.00	\$2,000.00	Asphalt Escalation allowed by contract
				Subtotal	\$37,384.00	

Change Order # 8 Additional Work						
66	Mobilization	1	EA	\$1,500.00	\$1,500.00	Remobilization to address residential issues
67	Northwest corner of W. Johnson & Palafox Grade and stabilize	1	LS	\$3,960.00	\$3,960.00	Necessary to address complaint from property owner regarding ponding water draining to his property.
68	W. Johnson south right of way	1	LS	\$1,217.50	\$2,171.50	Address shoulder erosion not covered by plans
69	Construct stone driveway @ 82 Johnson Ave.	1	LS	\$1,115.00	\$1,115.00	Necessary to address complaint from property owner
70	Modify S-122 Manhole to a grate top inlet	1	LS	\$1,005.00	\$1,005.00	Necessary to prevent erosion at outside corner of pond
71	Over-Seed Pond Slopes w/50#Rye & 200# Bahia Mix	11,700	SY	\$0.25	\$2,925.00	Pond was saturated following April 29/30 storm event for multiple days; seed to rejuvenate sod.
				<b>Subtotal</b>	<b>\$12,676.50</b>	
				<b>Total Additive Close Out Change Order</b>	<b>\$35,205.25</b>	
72	10% Overhead & Profit	1	LS	\$3,520.53	\$3,520.53	Allowed by contract for change orders
				<b>Subtotal</b>	<b>\$38,725.78</b>	
73	Additional Performance & Payment Bond	1	Per/1,000	\$0.012	\$464.71	Allowed by contract for change orders
<b>GRAND TOTAL OF CHANGE ORDER 8</b>					<b>\$39,190.49</b>	Close out change order total
Accumulative Change Order Percentage Increase:					10.91%	> than 10% requires board approval
<b>Contract Total Costs Including Change Orders:</b>					<b>\$2,091,850.24</b>	



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7521**

**County Administrator's Report 11. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Amendment to the MOA Between Escambia County and the Walton County Sheriff's Office

**From:** Amy Lovoy, Interim Assistant County Administrator

**Organization:** Corrections

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Amendment to the Memorandum of Agreement between Escambia County and the Walton County Sheriff's Office - Amy Lovoy, Interim Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Amendment to the Memorandum of Agreement between Escambia County, Florida, and the Walton County, Florida, Sheriff's Office for the Temporary Housing of Inmates, amending the Memorandum of Agreement between Escambia County, Florida, and the Walton County, Florida, Sheriff's Office, approved by the Board on August 21, 2014, agreeing to make a good faith effort to house a minimum of 200 inmates at the Walton County Sheriff's Office facility at all times during the term of this Agreement.

[Funding: Fund 501, Internal Services Fund, Cost Center 140836]

#### **BACKGROUND:**

The amendment is agreeing to make a good faith effort to house a minimum of 200 inmates at the Walton County Sheriff's Office facility at all times during the term of this agreement.

Walton County provides security staffing as required to supervise all Escambia County inmates and will provide food, laundry, sanitation, and basic health services to Escambia County inmates at a per diem rate of \$46.90, per inmate.

#### **BUDGETARY IMPACT:**



Funding: Fund 501, Internal Services Fund, Cost Center 140836

**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

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**Attachments**

Walton County Amendment of MOA

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**AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN  
ESCAMBIA COUNTY AND THE WALTON COUNTY SHERIFF'S  
OFFICE FOR THE TEMPORARY HOUSING OF INMATES**

This Amendment to the Memorandum of Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners, with an administrative address of 221 Palafox Place, Pensacola, Florida 32502, and the Walton County Sheriff's Office, with an administrative address of 752 Triple G Road, Defuniak Springs, Florida 32433.

**WITNESSETH:**

**WHEREAS**, on or about August 21, 2014, the parties entered into an agreement setting forth the terms whereby inmates of Escambia County may be temporarily housed at the Walton County Jail; and

**WHEREAS**, the parties desire to amend the agreement as provided herein.

**NOW THEREFORE**, 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:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That Section 3 of the Agreement is amended as follows:
  1. WCSO shall provide temporary housing for Escambia County inmates at the Walton County Jail located at 752~~96~~ Triple G Road, Defuniak Springs, Florida (hereinafter referred to as the "Facility") as specifically provided herein. At all times during the term of this Agreement, Escambia County shall make a good faith effort to house a minimum of 200 inmates at the Facility.
3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the Parties.
5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the 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: 12/23/14

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

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

**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: \_\_\_\_\_  
Steven Barry, Chairman

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

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

[Signature]  
Witness  
Nicole Stanney  
Witness

**Walton County Sheriff's Office**

By: [Signature] / Fox  
Michael A. Adkinson, Jr., Sheriff

Date: 12/9/14



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7220**

**County Administrator's Report 11. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Macky Bluffs Retention Basin Repair PD 14-15.003

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Macky Bluffs Retention Basin Repair - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD #14-15.003 ,Macky Bluffs Retention Basin Repair, to Hewes and Company, LLC, in the amount of \$635,000.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301 Project #13EN2474]

#### **BACKGROUND:**

The Office of Purchasing advertised the Invitation to Bid PD14-15.003 in the Pensacola News Journal on November 3, 2014. Three bids were received on December 4, 2014. The Retention Basin Repairs at Mackey Bluffs Subdivision shall consist of the construction of a steel sheet pile reinforced rip-rapped slope to repair an existing slope that has experienced failure and the repair of an existing discharge pipe that has collapsed. These main items of work will also entail fencing, earthwork, stormwater piping, sodding, and other related work in order to fully complete the repairs. The repairs shall be constructed within Escambia County's retention basin property or public right-of-way although temporary construction easements will be provided for access to some areas of work.

The slope repairs shall include but not be limited to: 6200 SF of steel sheet piling, 700 SY of rip-rap with engineering fabric, 488 linear feet of varying sizes of HDPE pipe, 2500 SY of sodding, 600 CY of slope fill, removal and replacement of 450 LF of chain link fence, and 700 SF of tied concrete block mat.

The outfall pipe repairs shall include but not be limited to these major items of

work: Removal and replacement of 60 LF of 42" RCP, 400 CY of slope fill, chain fence removal and replacement, and 200 SY of sodding.

The award of the contract is contingent upon the Board's approval of the recommendation to reallocate funds for Capital Improvement Projects, Item AI-7446.

**BUDGETARY IMPACT:**

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 13EN2474

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney's Standard Form of Contract will be used.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract and Purchase Order.

---

**Attachments**

Bid Tab

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## PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Macky Bluffs Retention Basin Repair BID # PD 14-15.003								
Bid Opening Time: 3:00 pm CST Bid Opening Date: 12/4/2014 Bid 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	Grand Total
NAME OF BIDDER										
Hewes and Company LLC		Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$635,000.00
J Miller Construction Inc		Yes	Yes	N/A		No	Yes	Yes	No	\$874,932.80
Roads Inc of NWF		Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$698,651.00
BIDS OPENED BY:		Joe F. Pillitary, Jr., Purchasing Coordinator				DATE: 12/4/2014				
BIDS TABULATED BY:		Cynthia Smith, RMLO				DATE: 12/4/2014				
BIDS WITNESSED BY:		Cynthia Smith, RMLO				DATE: 12/4/2014				

CAR  
DATE 01/22/2015

BOCC  
DATE 01/22/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Hewes and Company LLC in the amount of \$635,000.00

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 @ 11:00 a.m. CST on 1/7/2015

JIP/abh



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7334**

**County Administrator's Report 11. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Drug, Alcohol, and Nicotine Testing Services PD 14-15.013

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Drug, Alcohol, and Nicotine Testing Services - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD #14-15.013, Drug, Alcohol, and Nicotine Testing Services to Drug Free Workplaces USA LLC, and approve the Agreement for Drug, Alcohol, and Nicotine Testing Services between Escambia County and Drug Free Workplaces, USA, LLC, for the annual amount of \$22,947, for a term of 36 months, with two options for 12 month extensions.

[Funding: Fund 001, General Fund, Cost Center 150101, Object Code 53101]

### **BACKGROUND:**

The Invitation to Bid PD14-15.013 was advertised in the Pensacola News Journal on December 1, 2014. A total of six sealed bids were received on December 18, 2014. The local low bidder, Drug Free Workplaces USA LLC, was within 5% (3.2%) of the actual low bidder, Behavioral Health System, Inc., a non local bidder.

In accordance with Escambia County Code of Ordinance Chapter 46, Section 110, "Local Preference in Bidding", the local bidder made an offer to match the low bidder, which was accepted by the Purchasing Manager.

### **BUDGETARY IMPACT:**

Funding: Fund 001, General Fund, Cost Center 150101, Object Code 53101

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



Assistant County Attorney Kristin Hual prepared the contract.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County Fl., Code of Ordinance, Chapter 46, Article II, Purchases and Contracts Section 110 0 Local Preference in Bidding.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract and Purchase Order.

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**Attachments**

Bid Tab Under Review

Bid Tab Awarded - Local Preference

Agreement

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**PUBLIC NOTICE OF RECOMMENDED AWARD**

<b>BID TABULATION</b>		<b>DESCRIPTION: Drug, Alcohol and Nicotine Services</b>				
		<b>ITB# PD 14-15.013</b>				
<b>Bid Opening Time: 3:00 p.m. CST</b> <b>Bid Opening Date: 12/18/2014</b> <b>Opening Location: Rm. 11.407</b>	<b>Cover Sheet/ Acknowl.</b>	<b>Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida</u> <u>Statutes</u>, on Entity Crimes</b>	<b>Drug-Free Workplace Form</b>	<b>Info Sheet for Trans. &amp; Convey. Corp. ID</b>	<b>Addendum 1</b>	<b>Total</b>
	<b>NAME OF BIDDER</b>					
	NMS Management Services, Inc.	Y	Y	Y	Y	\$31,245
	Norton Medical Industries	Y	Y	Y	Y	\$52,143
	Drug Free Workplaces USA LLC	Y	Y	Y	Y	\$23,700.20
	TESI Screening, Inc.	Y	Y	Y	Y	\$51,593
	Professional Health, Inc.	Y	Y	Y	N	*
	BHS/Safety First, Inc.	Y	Y	Y	N	\$22,960
<b>BIDS OPENED BY:</b>	<b>Joe Pillitary, CPPO, CPPB, Purchasing Coordinator</b>					<b>DATE: December 18, 2014</b>
<b>BIDS WITNESSED BY:</b>	<b>Lori Kistler, SOSA</b>					<b>DATE: December 18, 2014</b>
<b>BIDS TABULATED BY:</b>	<b>Lori Kistler, SOSA</b>					<b>DATE: December 18, 2014</b>

**UNDER REVIEW**

CAR  
DATE

BOCC  
DATE

The Purchasing Manager/Designee recommends to the BCC: **To award a contract to XXXXX in the amount of XXXXXX UNDER REVIEW**

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.

\*Note: Professional Health, Inc. disqualified did not have SAPA certification.

Posted 12/24/2014 @ 11:45a.m. CST

  
 JP/lk

**PUBLIC NOTICE OF RECOMMENDED AWARD**

<b>BID TABULATION</b>	<b>DESCRIPTION: Drug, Alcohol and Nicotine Services</b> <b>ITB# PD 14-15.013 – Local Preference Offer</b>	
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 12/18/2014 Opening Location: Rm. 11.407		
<b>LOCAL PREFERENCE OFFER RECEIVED 12/24/2014</b>		
<b>NAME AND ADDRESS OF BIDDERS</b>	<b>TOTAL</b>	
Behavioral Health System, Inc. 2 Metroplex Drive, Ste 500 Birmingham, AL 35209	\$22,960	
Drug Free Workplaces USA LLC 27 W. Romana Street, Pensacola, FL 32502	\$22,946.95	
<b>BIDS OPENED BY:</b>	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator	<b>DATE: December 24, 2014</b>
<b>BIDS WITNESSED BY:</b>	Lori Kistler, SOSA	<b>DATE: December 24, 2014</b>
<b>BIDS TABULATED BY:</b>	Lori Kistler, SOSA	<b>DATE: December 24, 2014</b>

CAR  
DATE 1/22/2014

BOCC  
DATE 1/22/2014

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to the local vendor Drug Free Workplaces USA LLC  
 Pursuant to Ordinance 2013-43 "Local Preference in Sealed Bid Process" Chapter 46, Article II, Section 46-110 all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 12/24/2014 @ 12:45a.m. CST

  
JP/lk

**AGREEMENT FOR DRUG, ALCOHOL,  
AND NICOTINE TESTING SERVICES PD 14-15.013**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Drug Free Workplaces, USA, LLC (hereinafter referred to as "Contractor"), a Florida Limited Liability Company authorized to conduct business in the State of Florida, whose federal identification number is 59-3173782, and whose principal address is 27 West Romana Street, Pensacola, FL 32502.

**WITNESSETH:**

**WHEREAS**, on December 1, 2014, the County issued an Invitation to Bidders (PD 14-15.013) seeking drug, alcohol, and nicotine testing services; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of five (5) years and six (6) months.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Drug, Alcohol, and Nicotine Testing Services, Specification No. P.D. 14-15.013, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated December 11, 2014, and the Offer Form, dated December 23, 2014, attached hereto as **Exhibit "B"**.

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business 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 limits.

(d) Florida statutory Workers' Compensation.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Drug Free Workplaces, USA, LLC  
Attention: Carol J. Law  
27 West Romana Street  
Pensacola, Florida 32502

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and



obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal  
sufficiency.

By/Title

Date:

[Signature]  
1/8/15

**COUNTY:**

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

By:

\_\_\_\_\_  
Steven Barry, Chairman

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**CONTRACTOR: DRUG FREE  
WORKPLACES, USA, LLC**

\_\_\_\_\_  
By: Carol J. Law, President

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

## SCOPE OF WORK DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

The Provider agrees as follows:

1.1 To provide the County with their services for the purpose of complying with the rules issued by the Department of Transportation at 49 CFR Parts 382, 391, 392, and 40, in regard to drug and alcohol breath testing for current and prospective employees who operate commercial motor vehicles in the course of County employment and who are subject to commercial driver's license requirements.

1.2 To provide the County with their services for the purpose of compliance with the County's Substance Abuse Policy, Tobacco-Free Hiring Policy and Tobacco-Free Workplace Policy in regard to nicotine testing for current and prospective employees.

1.3 To maintain appropriate professional certification, e.g., Substance Abuse Program Administrators Association (SAPAA) Certification or similar certification. Additionally, medical review officers, collection site persons, breath alcohol technicians, substance abuse professionals, laboratories and evidential breath testing devices must meet and maintain the standards set forth in 49 CFR 40. (For additional information on SAPAA you can go to their web site at [www.sapaa.com](http://www.sapaa.com))

1.4 To remain current with Florida Legislation and comply with all federal, state and local ordinances, including but not limited to: (a) The Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards; (b) Florida Statutes, Chapter 440, Workers' Compensation, particularly with respect to sections regarding the drug free work place; (c) Florida Administrative Code, Rules 38F and 38I; (d) Escambia County Substance Abuse Policy; (e) Escambia County Tobacco-Free Workplace Policy and (f) Escambia County Tobacco-Free Hiring Policy.

1.5 To be available for expert testimony in the event of legal challenges to the validity of results as requested by the County.

1.6 To be available to consult with the County's Human Resources Department and/or the County's Legal Department upon request.

1.7 To perform drug screens by emit with reflexive gas chromatography/mass spectrophotometer (GC/MS) confirmation of all positive test results. To perform alcohol testing as outlined in 49 CFR Part 40. The following drugs shall be included in the screening: amphetamines, cocaine, marijuana, opiates, and phencyclidine. Employees subject to the Florida Department of Law Enforcement (FDLE) requirements shall additionally be screened for barbiturates, benzodiazepines, and methaqualone. To perform the Health Professional Panel drug screens for employees when management believes there is reasonable suspicion of substance abuse and for post-accident purposes.

1.8 To perform random testing based on the following procedures: The County will send the names of the employees eligible for random drug, alcohol and nicotine testing. There are three selection pools to be maintained. One pool (DOT) has approximately 125 employees, the (Non-DOT) pool has approximately 930 and the nicotine pool has approximately 1380 employees.





The DOT pool will be submitted quarterly. The Non-DOT and nicotine pools will be submitted on a quarterly basis to the Provider. The Provider will enter the employees' names into their computer and the computer program will randomly select the employees that are to be tested. The DOT pool draws 50% for drug testing and 10% for alcohol testing. The pool draw is 2% for nicotine testing. The Non-DOT pool draws 50% for drug testing. There will be approximately 555 random drug tests per year and 20 alcohol tests per year. There will be approximately 112 nicotine tests per year. The Provider will handle the entire selection procedure.

1.9 To perform new-hire testing for employees who are in safety sensitive and special risk positions.

2.0 Set-up fees shall include initial set-up of a database of employees.

2.1 To perform all drug, alcohol and nicotine testing at the contractor's facility. Results are to be provided to the County within 2-3 working days after the test. The required times and days for drug and alcohol testing is twenty-four hours, seven days a week; but most are done Monday through Friday from 7:00 a.m. to 5:00 p.m. The required times and days for nicotine testing will be Monday through Friday from 7:00 a.m. to 5:00 p.m.

2.2 To provide a facility that shall be available for after hours testing for reasonable suspicion and post accident testing.

2.3 To make available the services of a Medical Review Officer (MRO), who is a licensed doctor of medicine with knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures. The MRO will verify test results and possess the necessary medical training to interpret and evaluate an individual's positive test result in relation to that person's medical history or any other relevant biomedical information.

2.4 To make available the services of the MRO who shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not disclose to the County or any third party medical information provided by a tested individual to the MRO unless permitted by regulation or, in the MRO's reasonable judgment the information indicates that performance by the individual could pose a significant safety risk.

2.5 To ensure all results and records received by the Provider will be kept on file as required by law. Results of the testing program and the test cutoff levels for all employees will be reported to designated management representatives via electronic mail.

2.6 To provide at least one on-site supervisory workshop twice a year. This training should last at least two, but no more than four hours. The Florida Department of Transportation (FDOT) requires supervisors to be trained at least 60 minutes on alcohol misuse and receive at least an additional 60 minutes of training on controlled substance use. In consultation with the Human Resources Department, supervisors will use this training to assist them in determining whether or not reasonable suspicion exists. The FDOT training will be held twice annually and shall include the physical behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The County will designate additional training topics.

2.7 To provide scheduled on-site supervisory workshops and the on-site consultations with the Human Resources Director and/or County Attorney.

**2.8 To provide educational materials that shall be printed pamphlets covering the topics of Substance Abuse and Drug Testing.**

**2.9 Both parties to this Contract are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, principal-agent or employer-employee, and neither party shall have the power to bind the other whatsoever beyond the terms of this Contract.**

**3.0 This Contract shall be for three (3) years, unless terminated in accordance with the Special Terms and Conditions.**

**3.1 If during the term of this Contract there is a significant change in the requirements as a result of regulatory or statutory changes, both parties agree to renegotiate the services and fees provided herein.**

**3.2 The parties hereto agree the terms hereof are to be construed according to Florida law and that venue for any action arising hereunder shall be appropriate in Escambia County, Florida, where the services provided for herein shall be deemed to be rendered.**

**3.3 Pursuant to the requirements of Florida Law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, the County's performance and obligations to fund this Contract shall be contingent on an annual appropriation by Escambia County Board of County Commissioners.**

**3.4 The Provider agrees to invoice the County for services provided under this Contract on a monthly basis.**

**3.5 The Provider shall submit two (2) copies of its monthly invoice to the County on or before the 25<sup>th</sup> day of each month for work performed during the previous month. The invoice shall be itemized and on a form approved by the Clerk of the Circuit Court's Finance Office.**

**3.6 That the County shall, within thirty (30) days after approval of the invoice, pay the Provider the amounts approved.**

**3.7 That the Provider acknowledges that this Contract 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 Provider fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Provider and its surety, if any, seven (7) days written notice, during which period the provider still fails to allow access to such documents, terminate the employment of the Provider, in such case, the Provider shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Provider (excluding monies owed the Provider for subcontractor work).**

**3.8 Neither the Provider 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 Provider acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Provider, the Provider agrees to abide with such statutes.**

**3.9** The Provider 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 Provider now has or will have. Said disclosure shall be made by the Provider contemporaneously with the execution of this Contract and at any time thereafter that such facts become known to the Provider. The Provider at all times shall perform its obligations under this Contract in a manner consistent with the best interests of the County. Failures to abide by this section shall result in the immediate termination of this Contract.

**4.0** All other provisions, which, by their inherent character, sense, and context are intended to survive termination of the Contract, and shall survive the termination of the Contract.

**4.1** The invalidity or non-enforceability of any portion or provision of this Contract 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 Contract and the balance hereof shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provision.

**4.2** The Provider 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 Contract. Without limiting the generality of the foregoing, the Provider shall observe all rules and regulations, of federal, state, and local officials relating to the subject matter of this Contract.

**4.3** The failure of the Provider 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 Contract.

**BID FORM**  
**Specification Number PD 14-15.013**  
**DRUG, ALCOHOL AND NICOTINE TESTING SERVICES**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 12/11/2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Drug, Alcohol and Nicotine Testing as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

**DESCRIPTION**

**PRICE**

Testing - Includes collection, initial test, confirmation, medical review and reporting

\$ 28.60 per test  
(alcohol)

\$ 28.60 per test  
(drug)

\$ 28.60 per test  
(drug - FDLE requirements)

\$ 12.00 per test  
(nicotine, if performed in  
conjunction with drug testing)

\$ 19.60 per test  
(nicotine, if performed in  
individually)

**Random Selection Procedure:**

Set-up Fee

\$ 0.00

Maintenance Fee

\$ 0.00

Education Materials (Approximately 1000 employees)

\$ 0.00

On-Site Supervisory Workshops (Two Annually)  
(To include travel and related expenses)

\$ 100.00  
Per Workshop

Workshop Training Materials (materials provided for all attendees)

\$ 0.00

BCC Policy Reviews and Updates (annually or as requested)

\$ 0.00

Consulting (annually and/or as requested with Human Resources and/or County Attorney) \$0.00

Deposition and Legal Testimony (To include travel and related expenses)

\$ 800.00/ per day

SAPA Certification or Similar Certification Yes ☒ No ☐

Please list Certification: SAPACC

Name of Medical Review Officer: Dr. Morris Simhachalam, AAMRO



**Bid Form Continued**  
**14-15.013**

24-hour contact telephone number : (850) 712-7486 ProHealth, 3298 Summit #33, Pensacola, FL 32503

Testing Location(s) (within Escambia County) LabCorp collection sites included in Bid pricing.

**ALL TESTING**

Lab Corps. Mon-Fri 7:30 am – 4:00 pm  
3437 N. 12<sup>th</sup> Ave.  
Pensacola, FL 32503

Telephone: (850) 434-0345 Fax: (850) 438-2184

Per existing contract 3<sup>rd</sup> party collection fees are paid by Escambia Co.

**POST ACCIDENT TESTING**

Sacred Heart Urgent Care, 8:00 am – 8:00 pm  
6665 Pensacola Blvd.  
Pensacola, FL 32505  
Telephone: (850) 416-2000

Baptist Occupational Health 8:00 am – 6:00 pm  
9400 University Parkway  
Pensacola, FL 32514  
Telephone: (850) 208-6400, Fax: (850) 208-6409

**ALL TESTING**

Lab Corps. Mon-Fri 7:30 am – 4:00 pm  
7140 N. 9<sup>th</sup> Ave.  
Pensacola, FL 32504

Telephone: (850) 476-7816 Fax: (850) 479-2319

**POST ACCIDENT TESTING**

ProHealth After 8:00 pm  
3298 Summit #33  
Pensacola, FL 32503  
Telephone: (850) 712-7486  
Must Call First

(PLEASE TYPE INFORMATION BELOW)  
**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority

Document Number: P92000000541

Occupational License No. Pensacola – 120405  
Escambia - 51988

Florida DBPR Contractor's License, Certification and/or  
Registration No. N/A

Type of Contractor's License, Certification and/or  
Registration N/A

Expiration Date: N/A

Terms of Payment

(Check one) Net 30 Days ☒ 2% 10<sup>th</sup> Prox ☐

Will your company accept Escambia County Purchasing  
Cards? Yes ☒ No ☐

Will your company accept Escambia County Direct  
Payment Vouchers? Yes ☒ No ☐

County Permits/Fees required for this project: N/A

Bidder: Drug Free Workplaces, Inc.

By: Carol J. Law, PhD.

Signature: 

Title: President

Address: 27 W. Romana St.,  
Pensacola, FL 32502

Person to contact concerning this bid:

Carol J. Law, PhD.

Phone/Toll Free/Fax#: Phone (850) 434-3782

Toll Free 1-800-430-3782, Fax (850) 434-8244

E-Mail Address: LAW@drugfreeworkplaces.com

Home Page Address: www.drugfreeworkplaces.com

Person to contact for emergency service:

Carol J. Law, PhD.

Phone/Cell/Pager #: Phone (850) 434-3782

Cell (850) 516-5195

Person to contact for disaster service:

Carol J. Law, PhD.

Home Address: 27 Mar Vista Cir.

Pensacola, FL 32507

Home Phone/Cell/Pager #: Home (850) 456-2062

Cell (850) 516-5195

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**OFFER FORM**  
**IN ACCORDANCE WITH ORDINANCE 2013-43, Volume I, Chapter 46, Article II,**  
**Division 3, Section 46-11**  
**LOCAL PREFERENCE IN THE SEALED BID PROCESS**

**For**

**Specification Number PD 14-15.013**  
**DRUG, ALCOHOL AND NICOTINE TESTING SERVICES**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 12/23/14

Commissioners:

In accordance with your "Local Preference in the Sealed Bid Process" and "Instructions to Bidders" for Drug, Alcohol and Nicotine Testing as described and listed in the Invitation to Bid PD14-15.013 Drug, Alcohol and Nicotine Services and subject to all conditions thereof, I, undersigned, hereby offer the following bid amounts in order to match the low bid amount of \$22,960 annual cost.

**DESCRIPTION**

**PRICE**

Testing – Includes collection, initial test, confirmation, medical review and reporting

\$ 27.45 per test  
(drug)  
\$ 27.45 per test  
(drug - FDLE requirements)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7338**

**County Administrator's Report 11. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Maintenance and Support Services for SMARTnet PD 14-15.014

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Maintenance and Support Services for SMARTnet -  
Stephan Hall, Management and Budget Services Interim Department Director

That the Board award a Purchase Order for PD 14-15.014, for 12 months of Maintenance and Support Services for SMARTnet, to PC Specialists, Inc., d/b/a Technology Integration Group (TIG), in the amount of \$99,551.

[Funding: Fund 001, General Fund, Cost Center 270103, Object Code 54601]

#### **BACKGROUND:**

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on December 1, 2014. The invitation to bid closed on December 16, 2014 with one bid received.

This is the annual renewal of the Cisco SMARTnet program that provides software maintenance and technical support for the network and datacenter equipment that connects the County facilities including the Clerk of Courts, Tax Collector, Supervisor of Elections, Property Appraiser and Sheriff's office and provides business system hosting for many of these entities. This equipment includes network switches, firewalls, routers, enterprise hardware servers, video conferencing, wireless access, remote access and the specialized virtual private network that provides the connectivity of EMS and Fire Services to the 911 dispatch center.

Additionally, this provides the software maintenance and technical support for the voice-over-IP telephone system in use throughout the BCC, Tax Collector, Supervisor of Elections, ECAT and para-transit offices.

**BUDGETARY IMPACT:**

Funding: Fund 001, General Fund, Cost Center 270103, Object Code 54601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Purchase Order 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 distribute the Purchase Order. The Information Technology Dept is responsible for managing these services.

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**Attachments**

TabSheet

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**PUBLIC NOTICE OF RECOMMENDED AWARD**

<b>BID TABULATION</b>		<b>DESCRIPTION: Maintenance and Support Services for SMARTnet ITB# PD 14-15.014</b>				
<b>Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 12/16/2014 Opening Location: Rm. 11.407</b>  <b>NAME OF BIDDER</b>	<b>Cover Sheet/ Acknowl.</b>	<b>Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes</b>	<b>Drug-Free Workplace Form</b>	<b>Info Sheet for Trans. &amp; Convey. Corp. ID</b>	<b>Addendums 1 &amp; 2</b>	<b>Total</b>
Technology Integration Group	Y	Y	Y	Y	Y	\$99,551
<b>BIDS OPENED BY:</b>	<b>Joe Pillitary, CPPO, CPPB, Purchasing Coordinator</b>					<b>DATE: December 16, 2014</b>
<b>BIDS WITNESSED BY:</b>	<b>Lori Kistler, SOSA</b>					<b>DATE: December 16, 2014</b>
<b>BIDS TABULATED BY:</b>	<b>Lori Kistler, SOSA</b>					<b>DATE: December 16, 2014</b>

CAR  
DATE 1/22/2015

BOCC  
DATE 1/22/2015

The Purchasing Manager/Designee recommends to the BCC: To award a Purchase Order to Technology Integration Group for \$99,551. 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.

Re-Posted 1/6/2015 @ 3:15p.m. CST

  
JP/lk



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7348**

**County Administrator's Report 11. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** West Winthrop at Bayou Grande Outfall PD 14-15.015

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning West Winthrop at Bayou Grande Outfall - Stephan Hall, Management and Budget Services, Interim Department Director

That the Board award Contract PD 14-15.015, for the West Winthrop Bayou Grande Outfall, to J. Miller Construction, Inc., in the amount of \$167,877.50.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project #ESCPW41]

### **BACKGROUND:**

The solicitation was advertised in the Pensacola News Journal on December 8, 2014. Five bids were received. This project consists of the permanent repairs for the damage caused during the April 2014 Storm Event on West Winthrop Avenue at Bayou Grande Outfall. Project includes the reconstruction of the damaged road and includes such work as roadway construction, milling, pavement markings, curb and gutter, driveway construction, storm water pipe replacement, erosion repair, fencing, maintenance of traffic, and erosion control. The contractor will maintain access for residents at all times during all construction activities. The contracted work will include repair of erosion and partial chain link fence replacement on one parcel of private property. A right of entry form will be acquired for this work.

### **BUDGETARY IMPACT:**

Funding: Fund 112 Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project #ESCPW41

**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

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# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: West Winthrop at Bayou Grande Outfall BID # PD 14-15.015							
Bid Opening Time: 3:00 pm CST Bid Opening Date: 01/06/2015 Bid Opening Location: Rm 11.407  <b>NAME OF BIDDER</b>	Cover Sheet/Acknowledgement	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	Grand Total
Chavers Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$345,236
J Miller Construction	Yes	Yes	N/A	No	No	Yes	Yes	No	\$167,877.50
Panhandle Grading & Paving Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	275,626.00
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$222,314.54
Site and Utility LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$387,417.90
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator				DATE: 01/06/2015				
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate				DATE: 01/06/2015				
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate				DATE: 01/06/2015				

CAR  
DATE 01/22/2015

BOCC  
DATE 01/22/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to J. Miller Construction, Inc. in the amount of \$167,877.50

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 @ 10:00 a.m. CST on 01/08/2015

  
JEP/abl



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7477**

**County Administrator's Report 11. 18.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Physician Staffing Services for the Jail PD 14-15.004

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Physician Staffing Services for the Jail - Stephan Hall,  
Management and Budget Services Interim Department Director

That the Board take the following action to allow for a correction in the award of Contract PD #14-15.004, Physician Staffing Services for the Jail:

1. Rescind the action of December 11, 2014, for award and approval of the Agreement for Physician Staffing Services between Escambia County and Maxim Health Care Services, Inc., d/b/a Maxim Physician Resources, LLC; and
2. Award and approve the Agreement for Physicians Staffing Services between Escambia County and Maxim Health Care Services, Inc. d/b/a Maxim Physician Resources, LLC, as corrected.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101]

### **BACKGROUND:**

The Invitation to bid for Physician Services at the Jail PD14-15.004 was advertised in the Pensacola News Journal on November 3, 2014. Three bids were received on November 25, 2014.

Maxim Physician Resources LLC is the lowest responsive bidder. This Contract will only be used in the event of an emergency. A version of the agreement that was still a work in progress was presented for approval at the December 11, 2014 regular meeting of the Board of Commissioners in error. A copy of that version with changes highlighted is presented with this recommendation as additional backup. This recommendation for allows for the final version of the agreement to be approved and the incorrect version to be rescinded.



**BUDGETARY IMPACT:**

Funding: Fund 001 General Fund, Cost Center 290402, Object Code 53101

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the Agreement.

**PERSONNEL:**

N/A

**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. The Invitation to Bid PD14-15.004 for Physician Services at the Jail was advertised in the Pensacola News Journal on November 3, 2014. Two firms were notified on November 3, 2014. Three sealed bids were received and opened on November 25, 2014. Maxim Health Care Services, Inc., d/b/a Maxim Physician Resources, LLC was the low bidder. The agreement presented for approval with this recommendation was finalized on January 5, 2015.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

---

**Attachments**

Bid Tab

Agreement

Resume Page - 12-11-2014

Contract revisions

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**PUBLIC NOTICE OF RECOMMENDED AWARD**

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Physician Staffing Service for the Jail ITB #PD 14-15.004					
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 11/25/2014 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Bond	Addendum 1	Hourly Rate for Physician (M.D.)
NAME OF BIDDER							
Maxim Physician Resources	Y	Y	Y	Y	Bond	N	\$128
Consilium Staffing	Y	Y	Y	Y	Check	N	\$144.80
Corizon Health, Inc.	Y	Y	Y	Y	Bond	N	\$206
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator						DATE: November 25, 2014
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: November 25, 2014
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: November 25, 2014

CAR  
DATE 12/11/2014

BOCC  
DATE 12/11/2014

The Purchasing Manager/Designee recommends to the BCC: That the Board award Contract # PD 14-15.004 Physician Staffing Services to Maxim Physician Resources at the rate of \$128.00 per hour for a total amount of \$267,000.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 11/26/2014 @ 10:15 a.m. CST

 JP/ik

## **AGREEMENT FOR PHYSICIAN STAFFING SERVICES PD 14-15.004**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Maxim Physician Resources, LLC (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 51-0580120, whose principal address is 7227 Lee Deforest Drive, Columbia, MD 21046, and whose business address is 5001 LBJ Frwy., Ste. 900, Dallas, TX 75244.

### **WITNESSETH:**

**WHEREAS**, on November 3, 2014, the County issued an Invitation to Bidders (PD 14-15.004) seeking physician staffing services for the Escambia County Main Jail located at 2935 North L Street, Pensacola, FL 32501; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence as of the effective date and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years and six (6) months.

3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Physician Staffing Services for the Escambia County Jail, Specification No. P.D. 14-15.004, attached hereto as **Exhibit**



**"A".** In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail

4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated November 21, 2014, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "B"**.

5. **Method of Payment/Billing.** Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. **Termination.** This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. **Indemnification.** Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness,, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

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

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Professional Liability with \$1,000,000 per occurrence minimum limits.
- (c) Florida statutory Workers' Compensation.
- (d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(e) Contractor agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County. The County recognizes and acknowledges that Contractor's personnel, when on site at the County's facilities, will be acting at the sole direction of the County's staff and pursuant to the County's rules and instructions.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Maxim Physician Resources  
Attention: Laird Dunham  
7227 Lee Deforest Drive  
Columbia, MD 21046

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent.

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract of the Contractor.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 7/3/15

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary  
(SEAL)

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Steven Barry, Chairman

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

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

CONTRACTOR: MAXIM PHYSICIAN  
RESOURCES, LLC

By: William Butz, President

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

ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
PHYSICIAN STAFFING SERVICES FOR THE JAIL  
SPECIFICATION PD 14-15.004

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA  
OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S),  
CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY.  
DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**PHYSICIAN STAFFING SERVICE FOR THE JAIL**

**SPECIFICATION NUMBER PD 13-14.004**

**BIDS WILL BE RECEIVED UNTIL: 3:00p.m., CST, Tuesday, November 25, 2014**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Lumon J. May, Chairman  
Steven Barry, Vice Chairman  
Wilson B. Robertson  
Gene Valentino  
Grover Robinson, IV**

**Procurement Assistance:**

**Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4807  
Email: [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us)  
Website: [www.myescambia.com](http://www.myescambia.com)**

**Technical Assistance:**

**Whitney Lucas  
Accountant  
Corrections  
2251 N. Palafox Place  
Pensacola, FL 32501  
Tel: (850) 417-4479  
Email: [wlucas@myescambia.com](mailto:wlucas@myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

## **NOTICE**

<p>In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:</p>
--

**Preference in purchase of commodities and services by means of competitive bid.**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

**Competitive bid (local price match option).** Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

**PHYSICIAN STAFFING SERVICE FOR THE JAIL  
PD 14-15.004**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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Drug Free Workplace Form **	8
Information Sheet for Transactions and Conveyances Corporation Identification **	9
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Special Terms and Conditions	13
Scope of Work	<b>EXHIBIT A</b>



# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND AWARD FORM** ESCAMBIA COUNTY FLORIDA

### **SUBMIT OFFERS TO:**

**Joe Pillitary, CPPO, CPPB**

**Purchasing Coordinator**

**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) 595-4878 Fax No: (850) 595-4807**

**Invitation to Bid**

**PHYSICIAN STAFFING SERVICE FOR THE JAIL**

**SOLICITATION NUMBER: PD 14-15.004**

### **SOLICITATION**

**MAILING DATE: Monday, November 3, 2014**

**PRE-BID CONFERENCE: NA**

**OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, November 25, 2014 and may not be withdrawn within 90 days after such date and time.**

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME:** \_\_\_\_\_

**REASON FOR NO OFFER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, ST. & ZIP:** \_\_\_\_\_

**PHONE NO.: (\_\_\_\_) \_\_\_\_\_**

**BID BOND ATTACHED \$ \_\_\_\_\_**

**TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_**

**FAX NO.: (\_\_\_\_) \_\_\_\_\_**

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 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 right title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

**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.**

### **AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### **CONTRACTOR**

**Name and Title of Signer (Type or Print)**

**Name of Contractor**

**By** \_\_\_\_\_

**Signature of Person Authorized to Sign**

**Date**

**ATTEST:** \_\_\_\_\_

**Corporate Secretary**

**Date**

**[CORPORATE SEAL]**

**ATTEST** \_\_\_\_\_

**Witness**

**Date**

**ATTEST** \_\_\_\_\_

**Witness**

**Date**

#### **ESCAMBIA COUNTY FLORIDA**

**Name and Title of Signer (Type or Print)**

**By** \_\_\_\_\_

**County Administrator**

**Date**

**WITNESS** \_\_\_\_\_

**Date**

**WITNESS** \_\_\_\_\_

**Date**

**Awarded Date** \_\_\_\_\_

**Effective Date** \_\_\_\_\_

**BID FORM**  
**Specification Number PD 14-15.004**  
**Physician Staffing Service for the Jail**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

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

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Physician Staffing Service for the Jail) as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

**Hourly Rate for Physician (M.D.)**

\$ \_\_\_\_\_

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**(PLEASE TYPE INFORMATION BELOW)**

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority

Document Number \_\_\_\_\_

Bidder: \_\_\_\_\_

Occupational License No. \_\_\_\_\_

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

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Signature: \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

Terms of Payment

(Check one) Net 30 Days \_\_\_\_\_ 2% 10th Prox \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

Will your company accept Escambia County Purchasing  
Cards? Yes \_\_\_\_\_ No \_\_\_\_\_.

Person to contact for emergency service:

Phone/Cell/Pager #: \_\_\_\_\_

Will your company accept Escambia County Direct  
Payment Vouchers? Yes \_\_\_\_\_ No \_\_\_\_\_.

County Permits/Fees required for this project:

Person to contact for disaster service:

Home Address: \_\_\_\_\_

Home Phone/Cell/Pager #: \_\_\_\_\_

<u>Permit</u>	<u>Cost</u>
_____ NA _____	_____
_____	_____
_____	_____

Page 1 of 2

**Bid Form Continued**  
**PD 14-15.004**  
**Physician Staffing Service for the Jail**

**Attached to bid you shall find a cashier's check or certified check in the amount of \$500.00.**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(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 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.**

\_\_\_\_\_  
(signature)

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

### **Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ 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:**

\_\_\_\_\_ 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**

\_\_\_\_\_  
**Date**

**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.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

**Names of Officers:**

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(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)

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(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:**

\_\_\_\_\_

END

---

(850) 488-9000

**Verified by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Revised 12/21/01)



## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 14-15.004, "Physician Staffing for Service at the Jail", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

**Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**SEE SCOPE OF WORK SUMMARY - EXHIBIT A**

**2. Bid Surety**

Each offer shall be accompanied by a cashier's check or certified check in the amount of \$500.00.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

**3. Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850) 595-4878, Fax: (850) 595-4807. Technical questions may be directed to Whitney Lucas, Accountant, (850) 417-4479.

**4. Bid**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

**5. Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area,

including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from Whitney Lucas, phone (850) 417-4479. Failure to visually inspect the facilities may be cause for disqualification of your offer.

Clerk of the Circuit Court

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

**6. Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

**Contract Information**  
**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that **NO CONTRACT** under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

9. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at

least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

**12. Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

**13. Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

**14. Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

**15. Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

Award shall be made on an "all-or-none total" basis.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

**Insurance Requirements**

**Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.



A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Professional Liability Coverage**

The other party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

#### **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as

well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

## **EXHIBIT A**

### **Scope of Services Document for Escambia County Jail's Physician Staffing Agency Contract**

- a. **Title:** Scope of Service Write Up for Escambia County Jail Physician Staffing Agency
- b. **Background:** As required by Escambia County Board of County Commissioners the need for a staffing agency to provide a licensed physician (MD) to the Escambia County Jail will be put out for bid since we anticipate spending more than \$50,000 with vendor during FY2015.
- c. **Scope:** This scope of services document pertains to Escambia County Jail's need for a Physician Staffing Agency
- d. **Tasks:**  
Vendor should provide a physician to Escambia County Jail who will be assigned job duties as follows:
- Upholds Escambia County Board of County Commissioner's and health services policies and procedures.
  - Responsible for clinical judgments.
  - Performs examinations, conducts sick call, makes medical diagnoses and prescribes medications and/or treatment on a routine and emergency basis.
  - Order appropriate laboratory tests, and prescribes medications as established in physician protocols. Initiates, interprets and evaluates diagnostic clinical tests.
  - Makes rounds and records progress of inmates medical condition in infirmary.
  - Refers patients to outside medical facilities
  - Performs emergency procedures and elective minor surgical procedures.
  - Consults with other health services providers to ensure proper health care and treatment is provided to patients.
  - Enforces adherence to federal, state, and correctional health care standards.
  - Attends medical audit and clinical quality improvement committee meetings.
  - Attends continuing education programs to maintain licensure and special qualifications.
  - Directly and administratively supervises staff physicians and mid-level providers including recommendation for hire, transfer or discipline, oversight and completion of performance appraisals, PEER review, and training and employee development.
  - Other related duties as assigned.
- e. **Location of Work:** Escambia County Main Jail (2935 North L Street, Pensacola, Florida 32501)
- f. **Minimum Compliance Standards:** The vendor must comply with all Florida Model Jail Standards and accreditation requirements set forth by the Florida Corrections Accreditation Commission (FCAC)
- g. **Additional Information:** Hourly charge will be all inclusive of physician services/needs. No additional fees will be remitted for travel, lodging, per diem, etc. Hourly rate will be for coverage days/times as follows: Monday-Friday 8:00am-5:00pm

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

**OFFICE OF PURCHASING**

213 PALAFOX PLACE, 2<sup>nd</sup> Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4880

(SUNCOM) 695-4980

TELEFAX (850) 585-4805

<http://www.myscambia.com/departments/purchasing>

**CLAUDIA SIMMONS**  
*Purchasing Manager*

November 20, 2014

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Physician Staffing Service for the Jail, Specification Number PD 14-15.004

Bidders:

This addendum 1 provides for clarification:

- 1) Bidder's Checklist: Please clarify the need for a written opinion of an attorney from a foreign state as to bid preferences. What information is needed as part of the opinion, if a written opinion is required?
  - a) Not required at time of bid submission.
- 2) Bidder's Checklist and Table of Contents: Please clarify the documents required for a complete bid submission.
  - a) The documents listed under "shall" shall be returned with bid.
- 3) Special Terms and Conditions 9(A) and 10: Please clarify whether the contract may be renewed or extended upon mutual agreement of both parties or unilaterally by the County.
  - a) Yes, mutual agreement and yes, unilateral for six months extension.
- 4) Special Terms and Conditions, Insurance Requirements: To meet current insurance practices, will the County consider amending its requirement for certificates of insurance being provided thirty days prior to renewal, to thirty days after renewal?
  - a) No. This requirement is standard for all contracts and Bids with Escambia County. Certificates of Insurance can be obtained as soon as Coverage is bound.
- 5) Special Terms and Conditions, Insurance Requirements: To protect the contractor's confidential client information from public disclosure, will the County consider waiving the requirement where the contractor must furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to contractor's insurance?
  - a) No. The County's requirement for furnishing complete copies of the contractors insurance policies, forms and endorsements, and/or such additional information with

respect to contractor's insurance is on request only. There is no requirement to provide more than a Certificate of Insurance to submit the Bid or enter into a contract. Policies, forms and endorsements and or such additional information with respect to the contractors insurance have no potential for disclosure of confidential client information to the public. Confidential information if included should be redacted.

- 6) **Special Terms and Conditions, Insurance Requirements:** To meet current insurance practices, will the County consider waiving the requirement whereby Certificates of Insurance must stipulate County being notified at least thirty days in advance of cancellation?
  - a) No. This requirement is standard for all contracts and Bids with Escambia County. The only instance a Contractor would not be able to meet this requirement is if cancellation is done for non-payment of premium.
- 7) **Special Terms and Conditions, Indemnification:** Would the County consider revising the indemnification provision to delete the following phrase, "arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement," and replace it with, "arising out of any act or omission by Contractor resulting from or arising from Contractor's obligation under this Agreement"?
  - a) Yes, this will be addressed in the contract.
- 8) **Who will be responsible for authorization of inmate patients prior to hospital admission, off-site clinical encounters and diagnostic services?**
  - a) The physician that is selected under this RFP will be responsible. This person will be the only full time physician on site.
- 9) **Who will be responsible for concurrent review for non-emergent specialty services?**
  - a) The physician that is selected under this RFP will be responsible. This person will be the only full time physician on site.
- 10) **Scope of services: Who will be responsible for retrospective review assessment, either case-by-case and /or aggregate basis, after medical services have been performed?**
  - a) The physician that is selected under this RFP will be responsible. This person will be the only full time physician on site.
- 11) **Will the physician be the ultimate medical authority for the inmates in the custody of the county?**
  - a) Yes.

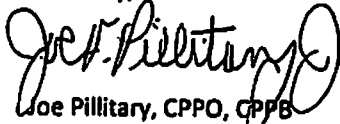
- 12) Who will supervise the physician administratively?**
- a) **Health Services Administrator on site.**
- 13) Who will supervise the clinician clinically?**
- a) **He will be serving most of the functions of the medical director and will not necessarily have clinical supervision. We do have a MD on contract on a part-time basis that will assist in some clinical oversight i.e. second opinions etc.**
- 14) Outline the elective minor surgical procedures expected to be performed by the physician.**
- a) **Any surgical procedure that does not involve anesthesia or respiratory assistance during the surgical procedure, - a medical procedure involving an incision with instruments; performed to repair damage or arrest disease in a living body. Example: Mole removal, skin abscess etc.**
- 15) Please specify the physicians enforcement responsibilities for adherence to federal, state and correctional health standards.**
- a) **He will be for all practical purposes the medical director and responsible for guidance, training and consulting the medical staff to ensure all standards are met.**
- 16) Who will assign other related duties for the physician?**
- a) **Health Services Administrator and Detention Leadership.**
- 17) Please describe anticipated related duties.**
- a) **Physician will be responsible for direct patient care, training staff, consulting with 2 ARNPs and consulting / guiding leadership.**
- 18) Will the physician be required to be on-call?**
- a) **If so how long will he/she have to respond to an emergency call after hour; and will he/she then be required to go into the facility? Yes – on-call duties are expected. Duties will be shared with 2 ARNPs. Within the ½ hour they will be expected to come into the facility when called.**
-



- 19) Does the detention division utilize an electronic medical record (HER) or electronic medical record system at its facilities?
- a) If so, please list the vendor and version. Electronic Medical Record is CorrecTek version 5.0.1
- 20) Is the detention division under consent decree?
- a) If so, please provide a copy. Not under a decree at this time.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/lk

**BID FORM**  
Specification Number PD 14-15.004  
Physician Staffing Service for the Jail

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 11/21/14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Physician Staffing Service for the Jail) as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

**Hourly Rate for Physician (M.D.)**

\$ 128.00

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. <u>01</u>	Date <u>11/20/14</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

(PLEASE TYPE INFORMATION BELOW)

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number M08000001834

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

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

Terms of Payment  
(Check one) Net 30 Days ☒ 2% 10th Prox \_\_\_\_\_

Will your company accept Escambia County Purchasing  
Cards? Yes ☒ No \_\_\_\_\_

Will your company accept Escambia County Direct  
Payment Vouchers? Yes ☒ No \_\_\_\_\_

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____ NA _____	_____
_____	_____
_____	_____

Bidder: Maxim Physician Resources

By: Bryant Moehang

Signature: \_\_\_\_\_

Title: Controller

Address: 5001 LBJ Freeway, Suite 900  
Dallas, TX 75244

Person to contact concerning this bid:  
Laird Dunham

Phone/Toll Free/Fax # 866-492-4590

E-Mail Address: ladunham@maxhealth.com  
Home Page Address: www.maximphysicians.com

Person to contact for emergency service:  
Laird Dunham

Phone/Cell/Pager #: 972-729-2571

Person to contact for disaster service:  
Laird Dunham

Home Address: \_\_\_\_\_

Home Phone/Cell/Pager #: 972-729-2571



## RESUME OF THE REGULAR BCC MEETING – Continued

### COUNTY ADMINISTRATOR'S REPORT – Continued

#### II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board approve, and authorize the Chairman to sign, the *Amendment to the Agreement for Inmate Food Service PD 13-14.065*, to establish the term of the Contract to begin April 1, 2015.

**Approved 5-0**

- \* 19. Recommendation: That the Board award Contract PD 14-15.004, "Physician Staffing Services for the Jail," and approve the *Agreement for Physician Staffing Services PD 14-15.004* between Escambia County and Maxim Health Care Services, Inc., d/b/a Maxim Physician Resources, LLC, at the rate of \$128 per hour (Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101).

**Approved 5-0**

20. Recommendation: That the Board approve, and authorize the Chairman to sign, the *Amendment to Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast African-American Chamber of Commerce, Inc.*, to include funding for the programmatic expenses of the Gulf Coast African-American Chamber of Commerce, Inc. (Funding: Fund 102, Economic Development Fund, Cost Center 360704).

**Approved 5-0**

21. Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #038, Other Grants and Projects Fund (110), in the amount of \$34,902, to recognize proceeds from the Florida Department of Health and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services in Escambia County.

**Approved 5-0**

## **AGREEMENT FOR PHYSICIAN STAFFING SERVICES PD 14-15.004**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Maxim Physician Resources, LLC (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 51-0580120, whose principal address is 7227 Lee Deforest Drive, Columbia, MD 21046, and whose business address is 5001 LBJ Frwy., Ste. 900, Dallas, TX 75244.

### **WITNESSETH:**

**WHEREAS**, on November 3, 2014, the County issued an Invitation to Bidders (PD 14-15.004) seeking physician staffing services for the Escambia County Main Jail located at 2935 North L Street, Pensacola, FL 32501; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Physician Staffing Services for the Escambia County Jail, Specification No. P.D. 14-15.004, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and

this Agreement, the terms of this Agreement shall prevail. ~~The County retains full authority and responsibility for professional and medical management of care for each of its inmates and/or patients and for ensuring that services provided by Contractor under this Agreement are furnished in a safe and effective manner and in accordance with applicable standards~~

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated November 21, 2014, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "B"**.

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall ~~make its best efforts to~~ make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

**Comment [KDH1]:** Under the Florida Prompt Payment Act, the County is allowed 45 days from the date of invoice. The County will, however, make its best effort to remit payment within 30 days as stated.

6. Termination. This Agreement may be terminated for cause or convenience by ~~the County either party~~ upon providing thirty (30) days written notice to Contractor. ~~This Agreement may be terminated for cause or convenience by the Contractor upon providing ninety (90) days written notice to the County.~~ In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, ~~and employees,~~ and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, ~~arising out of or in connection with the negligence, recklessness, or wrongful misconduct~~ arising out of or in connection with the negligence, recklessness, or wrongful misconduct arising from the sole performance of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.



8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Professional Liability with \$1,000,000 per occurrence minimum limits.

(c) Florida statutory Workers' Compensation.

(d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(e) Contractor agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The ~~insurance—insurance~~ policies ~~certificate of insurance~~ shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County. The County recognizes and acknowledges that Contractor's personnel, when on site at the County's facilities, will be acting at the sole direction of the County's staff and pursuant to the County's rules and instructions.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United

States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Maxim Physician Resources	To: Escambia County
Attention: Laird Dunham	Attention: County Administrator
7227 Lee Deforest Drive	221 Palafox Place, Suite 420
Columbia, MD 21046	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and it surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract of the Contractor.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes. ~~The County recognizes and acknowledges that it is solely responsible for determining which tasks are appropriate given the level of training and experience of those individuals provided to the County by Contractor. The County shall also be solely responsible for providing any additional training required under the County's rules or policies to those individuals provided to the County by Contractor.~~

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

~~18. Limitation on Liability. Neither party will be responsible to the other for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.~~

Formatted: Underline

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By:

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

\_\_\_\_\_  
Steven Barry, Chairman

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

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

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

**CONTRACTOR: ~~MAXIM HEALTHCARE~~  
~~SERVICES, INC. d/b/a~~ MAXIM PHYSICIAN  
RESOURCES, LLC**



ATTEST:

\_\_\_\_\_  
By: William Butz, President

By: \_\_\_\_\_  
Corporate Secretary  
(SEAL)

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



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7337**                                      **County Administrator's Report**      **11. 19.**  
**BCC Regular Meeting**                                      **Budget & Finance Consent**  
**Meeting Date:**    01/22/2015  
**Issue:**                Sheriff's Storage Fire Sprinkler System PD 14-15.006  
**From:**                Stephan Hall, Interim Department Director  
**Organization:**    OMB  
**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Sheriff's Storage Fire Sprinkler System - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD #14-15.006, Sheriff's Storage Fire Sprinkler System, to L. Pugh & Associates, Inc., in the amount of \$159,447.

[Funding: Fund 352, LOST III, Sheriff's Capital Projects, Cost Center 540115, Object Code 56201, Project 15SH3143]

### **BACKGROUND:**

The solicitation was advertised in the Pensacola News Journal on November 3, 2014. Four firms were notified. One bid was received on January 8, 2014. The bid amount is within the engineering cost estimate. The Sheriff's Office has requested that a Fire Protection system be installed at the Evidence building located at 1500 W Leonard Street. The facility was constructed in 1977 and has approximately 17,214 square feet of space. The building is used to store criminal evidence and is the primary shipping/receiving and storage area for Sheriff's Office and Corrections. The work will include the Installation of a "wet" fire sprinkler system with fire alarm system for the Evidence Storage Facility. The entire building shall be protected including the loading dock area.

### **BUDGETARY IMPACT:**

Funding: Fund 352, LOST III, Sheriff's Capital Projects, Cost Center 540115, Object Code 56201, Project # 15SH3143

**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.

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**Attachments**

Bid Tab

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**PUBLIC NOTICE OF RECOMMENDED AWARD**

BID TABULATION		DESCRIPTION: Sheriff's Storage Fire Sprinkler System ITB# PD 14-15.006					
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 1/8/2015 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Bond	Addenda	Total
NAME OF BIDDER							
L. Pugh & Associates, Inc.	Y	Y	Y	Y	Y	Y	\$159,447
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager					DATE: January 8, 2015	
BIDS WITNESSED BY:	Lori Kistler, SOSA					DATE: January 8, 2015	
BIDS TABULATED BY:	Lori Kistler, SOSA					DATE: January 8, 2015	

**UNDER REVIEW**

CAR  
DATE

BOCC  
DATE

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to L. Pugh & Associates, Inc. in the amount of \$159,447.  
Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/12/2015 @ 10:00a.m. CST

 JP/lk



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

**AI-7536**

**County Administrator's Report 11. 20.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** VR Systems EViD System Sale and License Agreement

**From:** David Stafford, Supervisor of Elections

**Organization:** Escambia County Super. of Elections

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Purchase of Additional EViD Compact Units from VR Systems, Inc., for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the purchase of additional EViD Compact Units for the Office of the Supervisor of Elections:

A. Find that "a single source" is available to the County from which to purchase compatible equipment that can fully integrate into the Voter Registration System currently used in Escambia County;

B. Approve the VR Systems, Inc., Supplement to EViD System Sale and License Agreement Addendum for Delivery #8; and

C. Approve issuing a Purchase Order, in the amount of \$66,850, to VR Systems, Inc.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

**BACKGROUND:**

This additional equipment will allow for all polling locations to better accommodate voters. Currently, there is only one source, VR Systems, from which such suitable equipment may be obtained that will fully integrate into the County's voter registration system, and is compatible with the current inventory of EViD units.

**BUDGETARY IMPACT:**

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance provides for Board approval of purchases of fifty thousand dollars or greater.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners, purchase orders will be issued by the Office of Purchasing.

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**Attachments**

VR Systems Sale & License Agreement

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## SUPPLEMENT TO EViD SYSTEM SALE AND LICENSE AGREEMENT ADDENDUM for Delivery #8

**Customer:** Escambia County, Supervisor of Elections  
P.O. Box 12601  
Pensacola, FL 32591-2601

December 19, 2014

**Reference Agreement:** April 3, 2006

VR Systems, Inc. ("VRS"), 2840 Remington Green Circle, Tallahassee, Florida, 32308, and the Customer agree *that*, when this Supplement is signed by the Customer and by VRS, the following terms and conditions will apply to the products designated in the Schedule of Products. Under these terms and conditions, VRS will (a) furnish the EViD Stations, EViD Software and Third-Party Software designated therein to Customer, (b) sell the EViD Stations to Customer, (c) grant Customer nontransferable, nonexclusive licenses to use the EViD Software, and (d) provide certain services related to the licensed EViD Software, *all as described in the Reference Agreement between VRS and Customer.*

### Schedule of Products

Quantity	Description	Refer To	Unit Price	Total Price
30	EViD Compact Units	Exhibit B of Reference Agreement	\$2,195	\$ 65,850
10	EViD Single Cases		100	1,000
<b>Total Addendum</b>				<b><u>\$ 66,850</u></b>

Annual software maintenance fee for the EViD/VR Systems interface license are referenced in the original agreement.

Annual software maintenance for individual EViD units on this addendum will be \$110 for 2015 renewals.

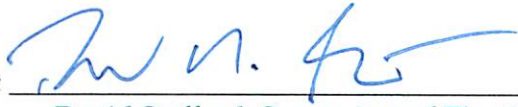
It should be noted that Customer becomes liable for final payment of EViD Shipment when Customer takes receipt of Shipment. If Customer defaults under this Agreement then VR Systems' Bank has the legal right to pursue payment.

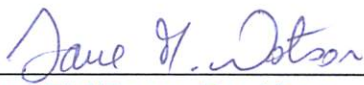
"Customer acknowledges that VRS has granted to Capital City Bank ("Bank") a security interest in and an assignment of this Agreement and all payments which are due and all payments which become due to VRS under this Agreement. Customer consents to such security interest and assignment, which secure certain obligations VRS owes to Bank."

Customer and VRS each acknowledges that it has read this Supplement and the Reference Agreement, understands them, and agrees to be bound by their terms and conditions.

**Agreed: Escambia County, Supervisor of Elections**

**Agreed: VR Systems, Inc.**

By:   
David Stafford, Supervisor of Elections

By:   
Jane M. Watson, President

Date: 12/23/14

Date: 12/30/2014



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7547**                                      **County Administrator's Report**      **11. 21.**  
**BCC Regular Meeting**                                      **Budget & Finance Consent**  
**Meeting Date:**    01/22/2015  
**Issue:**                      Third Amendment of Agreement for Consulting Services  
**From:**                      Jack Brown, County Administrator  
**Organization:**    County Administrator's Office  
**CAO Approval:**

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#### **RECOMMENDATION:**

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

That the Board approve and authorize the County Administrator to sign, the Third Amendment of Agreement for Consulting Services between Escambia County and Erin L. Deady, P.A., with regard to any matters relating to the Deepwater Horizon Oil Spill incident, the RESTORE Act, allocation of restoration funds, and such other issues that may be identified by the County for the period of February 1, 2015, through July 31, 2015.

[Funding Source: General Fund, Fund 001, Cost Center 110201, BCC Non-Departmental, Object Code 53101, Professional Services - \$21,000]

#### **BACKGROUND:**

On July 24, 2014, the Board approved a six-month Agreement for Consulting Services with Erin L. Deady, P.A., to provide Consulting Services with regard to any matter related to the Deepwater Horizon Oil Spill incident, the RESTORE Act, allocation of restoration funds, and any other issues that may be identified by the County for the period of August 1, 2014 through January 31, 2015.

On August 1, 2014, an invoice was received from Erin L. Deady, P.A., for services rendered for the period of July 15, 2014 through July 31, 2014, in the amount of \$2,150. In order to pay this invoice, the Second Amendment of Agreement for Consulting Services would need to be approved with the period of time being July 15, 2014 through January 31, 2015.

#### **BUDGETARY IMPACT:**



The funding will come from the Board's Non-Departmental Account, Fund 001, General Fund, Cost Center 110201, Object Code 53101.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office is preparing the Third Amendment of Agreement for Consulting Services between Escambia County and Erin L. Dead, P.A., for the Board's approval.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is in compliance with the Code of Ordinance of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The County Administrator's Office will issue a Purchase Order, upon approval by the Board of County Commissioners.

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**Attachments**

Third Amendment of Agreement for Consulting Services

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### **THIRD AMENDMENT OF AGREEMENT FOR CONSULTING SERVICES**

**THIS AMENDMENT** is made and entered into this day \_\_\_\_ of January, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Erin L. Deady, P.A., whose principal address is 1111 Hypoluxo Road, Suite 207, Lantana, Florida 33462 (hereinafter referred to as "Consultant").

#### **WITNESSETH:**

**WHEREAS**, on January 2, 2014, the County previously entered into an agreement for consulting services with Erin L. Deady, P.A., which was subsequently amended on July 24, 2014 and August 21, 2014; and

**WHEREAS**, the Parties have agreed to extend the term of the Agreement as provided herein; and

**WHEREAS**, as a result of said extension, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That in accordance with Paragraph 2 of the Agreement, the term of the agreement is extended for six (6) additional months to commence on February 1, 2015 through July 31, 2015.
3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the Parties.
5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

### **THIRD AMENDMENT OF AGREEMENT FOR CONSULTING SERVICES**

**THIS AMENDMENT** is made and entered into this day \_\_\_\_ of January, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Erin L. Deady, P.A., whose principal address is 1111 Hypoluxo Road, Suite 207, Lantana, Florida 33462 (hereinafter referred to as "Consultant").

#### **WITNESSETH:**

**WHEREAS**, on January 2, 2014, the County previously entered into an agreement for consulting services with Erin L. Deady, P.A., which was subsequently amended on July 24, 2014 and August 21, 2014; and

**WHEREAS**, the Parties have agreed to extend the term of the Agreement as provided herein; and

**WHEREAS**, as a result of said extension, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That in accordance with Paragraph 2 of the Agreement, the term of the agreement is extended for six (6) additional months to commence on February 1, 2015 through July 31, 2015.
3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the Parties.
5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

Approved as to form and legal  
sufficiency.

By/Title: [Signature]

Date: 1/14/15

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

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

\_\_\_\_\_  
Witness

**CONSULTANT: ERIN L. DEADY, P.A.**

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness



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

**AI-3963**

**County Administrator's Report 11. 22.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** FDOT Off-System Project Agreement for Dortch Road Bridge over Beaver Dam Creek #484017, CR 97A Bridge over Boggy Creek #480105

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Off System Project Agreements Related to the Replacement and Maintenance of Two Escambia County Bridges - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of Dortch Road Bridge over Beaver Dam Creek, Bridge #484017, and County Road (CR) 97A Bridge over Boggy Creek, Bridge #480105:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County, related to the replacement and maintenance of Dortch Road Bridge over Beaver Dam Creek, Bridge #484017, and CR 97A Bridge over Boggy Creek, Bridge #480105;

B. Adopt the Resolution authorizing the Agreement; and

C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

[Funding Source: Fund 175, Transportation Trust Fund, Accounts 210402/54601]

**BACKGROUND:**

The following two bridges located in Escambia County, and not on the State Highway System, will be replaced by FDOT: Dortch Road Bridge over Beaver Dam Creek #484017, and CR 97A Bridge over Boggy Creek #480105.

According to FDOT criteria, these bridges have reached a level of deterioration to warrant replacement and are next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreement as "Exhibit A," are confidential documents protected by Florida Statutes 119.07(3)(a) - 119.07(3)(b), and are exempt from public inspection. Therefore, the attachments referenced in the Agreement have been intentionally excluded. Upon Board approval of the Agreement, adoption of the Resolution, and FDOT's completion of the structures, Escambia County will be responsible for maintenance of the bridges.

**BUDGETARY IMPACT:**

All construction work will be performed by FDOT. Funds for maintenance of bridges are available in Fund 175 "Transportation Trust Fund", Account 210402/54601.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Stephen West, Assistant County Attorney, has reviewed and approved the Off-System Project Agreement and prepared the Resolution.

**PERSONNEL:**

All construction work will be performed by FDOT. There is no impact to County personnel.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Upon Board approval and Chairman's or Vice-Chairman's execution the agreements will be returned to FDOT for final execution and recording.

**IMPLEMENTATION/COORDINATION:**

Construction plans are available for review (by authorized personnel only) by contacting Kirk Kassebaum, Deputy Division Manager, Engineering Division, at the Central Office Complex. All bridge replacement work will be coordinated by FDOT.

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**Attachments**

Resolution

Off System Agreement

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**RESOLUTION NUMBER R2015-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR THE DORTCH ROAD BRIDGE, BRIDGE NO. 484017 AND THE BOGGY CREEK BRIDGE, BRIDGE NO. 480105, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the Dortch Road Bridge, Bridge No. 484017 and the Boggy Creek Bridge, Bridge No. 480105 (Project); and

**WHEREAS**, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

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

**Section 2.** The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts

necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

**Section 3.** This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this \_\_\_\_ day of January, 2015.

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

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Steven Barry, Chairman

\_\_\_\_\_  
Deputy Clerk

(SEAL)

This document approved as to form  
and legal sufficiency.

By

Title

Date

[Signature]  
Asst. County Attorney  
Dec. 15, 2014



**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
OFF SYSTEM PROJECT AGREEMENT**

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Dortch Road Bridge over Beaver Dam Creek, Bridge No. 484017; and CR 97A Bridge over Boggy Creek, Bridge No. 480105, require replacement; and

3. Dortch Road Bridge is on Dortch Road, and CR 97A Bridge is on CR 97A, located in Escambia County, Florida, these roads are not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project Nos. 430467-1-52-01 and 413479-1-52-01, generally described as the replacement of Bridge No. 484017 over Beaver Dam Creek, from Beginning MP 0.579 to End MP 0.684 on Dortch Road and Bridge No. 480105 over Boggy Creek, from Beginning MP 0.764 to End MP 0.986 on CR 97A; (the "PROJECTS"). The PROJECTS are further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECTS and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECTS and, if

necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECTS, in the name of the COUNTY. Said authority and action shall be deemed to include the DEPARTMENT's use of the power of eminent domain to condemn the property necessary for the PROJECTS and to exercise prudent engineering judgment in the design and construction of the PROJECTS. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECTS. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECTS. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY's existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECTS to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECTS for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECTS that the costs associated therewith shall be deemed to be a cost of the PROJECTS to be paid for by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECTS and as a result thereof the COUNTY agrees to maintain the PROJECTS in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECTS that the National Environmental Policy Act ("NEPA") process will need to be completed and the

DEPARTMENT reserves the right to adjust the plans and or design of the PROJECTS to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECTS and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECTS, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECTS. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECTS before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECTS are completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECTS and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECTS, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECTS.

20. It is understood that the DEPARTMENT's participation in said PROJECTS are subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECTS are scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for these PROJECTS are in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY:

Escambia County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

DEPARTMENT:

FDOT Operations Engineer  
6025 Old Bagdad Highway  
Milton, FL 32583

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

**ESCAMBIA COUNTY BOARD OF  
COUNTY COMMISSIONERS, a  
political subdivision of the State of Florida**

\_\_\_\_\_  
By: James T. Barfield, P.E.

Title: District Secretary

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

Attest: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

\_\_\_\_\_  
By: Steven Barry

Title: Chairman of the Board

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

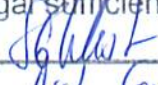
Attest: Pam Childers  
Clerk of the Circuit Court

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

Legal Review:

\_\_\_\_\_  
Stephen G. West  
Assistant County Attorney

This document approved as to form  
and legal sufficiency.

By   
Title Asst. County Attorney  
Date Dec. 10, 2014



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7522**

**County Administrator's Report 11. 23.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/22/2015

**Issue:** Facility Use Agreement for Brownsville Assembly of God Church to use Brownsville Community Center

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Facility Use Agreement for Brownsville Assembly of God Church to use Brownsville Community Center - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the County Administrator to sign a Facility Use Agreement between Escambia County and the Brownsville Assembly of God Church for use of Brownsville Community Center, to conduct a Youth Basketball Clinic, for the reimbursement of the average daily cost of utilities, over the course of the Clinic. The Youth Basketball Clinic is proposed to occur once per week on Saturdays, and is scheduled to begin on Saturday, January 31, 2015, and end on Saturday, March 14, 2015. Pending approval, the total cost to Brownsville Assembly of God Church is \$1,274, or the average daily cost of utilities of \$182 per day, for the seven days of the event.

[Funding: Fees collected will be deposited into Escambia County Restricted Fund 101, Revenue Code 362008]

### **BACKGROUND:**

The Brownsville Sports Program is a sports program facilitated by volunteers for neighborhood children. The program operates under the auspices of the Brownsville Assembly of God Church. Any K-5 child may sign up for the program at no cost, and there is no charge for the public to attend the events generated by this program.

### **BUDGETARY IMPACT:**

Fees collected (\$1,274) will be deposited into Escambia County Restricted Fund 101, Revenue Code 362008.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been prepared by the County Attorney Office, and has been approved as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Per Board policy, Board approval is required for the execution of all such agreements.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs will continue to coordinate with Brownsville Assembly of God Church for the successful implementation of this agreement.

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**Attachments**

Facility Use Agreement with Brownsville Assembly of God Church

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## FACILITY USE AGREEMENT

***THIS FACILITY USE AGREEMENT*** (Agreement) is made and entered into as of this \_\_\_\_ day of January, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida ("County"), and Brownsville Assembly of God Church ("BAGC"):

1. By executing this Agreement, BAGC agrees to comply with all the terms and conditions set forth herein, together with all rules of procedure established by the County as it relates to the use of said facility on the specified dates. The County reserves the right to adjust or change the charges and rates of this Agreement at any time to accommodate special arrangements required by BAGC.

Name: Brownsville Assembly of God Church  
Address: 3100 West Desoto Street  
City, State Zip: Pensacola, FL 32505

Representative's Name: Karlis Burton  
Title: Associate Pastor

Phone: (850) 430-2100 ext. 209

This Agreement is entered into for the purpose of using the **Brownsville Community Center** for a Youth Basketball Clinic on the following dates/times:

January 31, 2015 – 12:30 p.m. – 2:00 p.m.  
February 7, 2015 – 8:30 a.m. – 12:30 p.m.  
February 14, 2015 – 8:30 a.m. – 12:30 p.m.  
February 21, 2015 – 8:30 a.m. – 12:30 p.m.  
February 28, 2015 – 8:30 a.m. – 12:30 p.m.  
March 7, 2015 – 8:30 a.m. – 12:30 p.m.  
March 14, 2015 – 8:30 a.m. – 2:00 p.m.

**WILL ALCOHOLIC BEVERAGES BE SOLD OR SERVED AT THIS EVENT? \_\_\_\_ YES X NO**

**IS BAGC A REGISTERED NON-PROFIT ORGANIZATION? X YES \_\_\_\_ NO**

2. **User Fee.** In exchange for the use of the facility, BAGC shall pay the County the cost of utilities necessary to operate the facility on the aforementioned dates in the amount of \$182.00 per day.

3. **Deposit and Final Payment.** Upon execution of this Agreement, a cash deposit of twenty percent (20%) of the entire User Fee must be made as guarantee that BAGC will comply with terms as set forth in the Agreement. BAGC shall tender payment in full to the County at the close of the event. In the

event of cancellation, the deposit shall not be reimbursable.

#### **4. General Regulations for all Activities.**

- (a) At the discretion of the County, BAGC may be required to provide security and/or police protection during the event(s). Said protection shall be at the sole expense of BAGC and shall be subject to the approval of the County Administrator.
- (b) BAGC agrees to operate as an independent contractor and to hold the County harmless from any and all liabilities or obligations arising out of BAGC's use of the premises. It is specifically understood that the above statement shall be interpreted in a manner that will hold BAGC solely liable, to the exclusion of the County, for any expense, damage or liability arising out of BAGC's use of the premises.
- (c) All decorations and arrangements made by BAGC at the facility must be in compliance with applicable state fire codes, receive approval of the appropriate fire inspectors; and also be approved by the County Administrator, or designee, prior to installation.
- (d) Nothing in the Agreement shall be construed as making BAGC an agent or employee of the County or as creating a relationship of a partnership or a joint venture between BAGC and County.
- (e) BAGC may not sublet, sublease, or assign any right or interest held by them under the terms of this Agreement without the written approval of County.
- (f) BAGC shall restore the facility to its original condition before leaving the premises. At the County's discretion, BAGC must agree to restore or pay the cost of restoring the facility to its original condition, less depreciation occasioned by normal usage.
- (g) No alcoholic beverages will be **sold or served** on the property except with the express permission of the County Administrator, or designee, who shall provide specific prior approval in writing pursuant to Section 74-36(6), Escambia County Code of Ordinances. Approval shall be conditioned upon providing proof of insurance as provided in paragraph 7 below. The sale of alcoholic beverages on the premises must comply with all applicable federal and state licensure and regulatory requirements.
- (h) The County, its employees, and/or agents shall not be responsible for any items left on the property by BAGC prior to, during, or after the event.
- (i) All activities must comply with all applicable Fire Laws. Permission for use of fireworks must be secured through the County Fire Chief and be approved by Escambia County.
- (j) All activities are subject to the prior approval and to the prior inspection by the County pursuant to the Escambia County Code of Ordinances and must comply with any applicable state laws.

#### **5. Insurance.**

- (a) For the event(s) referenced herein BAGC shall provide **commercial general liability insurance** coverage with \$500,000 per occurrence and aggregate limits of \$1,000,000,

including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation in an amount equal to the general liability coverage.

- (b) All insurance carriers must be rated "A" VII or higher by the most recently published edition of A.M. Best rating guide. BAGC shall provide thirty (30) days prior written notice to County before any change in or cancellation of any of the identified coverages.
- (c) The County must be provided **certificates of insurance** that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an **"additional insured"** and **the certificate holder** and further specify that the policies are endorsed. Certificates must be mailed Escambia County Risk Manager, P.O. Box 1591, Pensacola, Florida 32597. Certificates must reflect a thirty (30) day **notice of cancellation and non-renewal clauses**. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.
- (d) No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of the County's sovereign immunity or any other limitation of liability of the County. The County is self-insured for liabilities in excess of the amounts provided under Section 768.28 Florida Statutes.
- (e) BAGC agrees to not violate, or knowingly or negligently permit, or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage must be primary to any insurance or self-insurance carried by the County applicable to this Agreement. The acceptance by the County of any Certificate of Insurance does not constitute approval or Agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

#### **6. Hold Harmless.**

- (a) BAGC agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property. BAGC's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusive or omission from any policy of insurance.
- (b) Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both BAGC and the County. The County and BAGC acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, Agreements, or warranties, except as expressed in the Agreement.

**7. Records.** BAGC 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 BAGC fails to abide by the provisions of Chapter 119, Florida Statutes, County may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period BAGC still fails to allow access to such documents, terminate this Agreement and pursue any and all legal remedies.

**8. All Prior Agreements Superseded.**

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**9. 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.

**10. 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.

**11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

**12. Interpretation.** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If BAGC 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, BAGC shall immediately notify County and request clarification of the 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.

**13. 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.

**14. Compliance with Laws.** BAGC 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, BAGC shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

15. **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.

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

17. **Assignment.** This Agreement shall not be assigned nor shall the Property be sublet unless first approved by the County. Any such assignment shall be reflected in a written instrument executed by the parties.

**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: 1/8/15

**COUNTY:**

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

**WITNESSES:**

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

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

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

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

**BROWNSVILLE ASSEMBLY OF GOD  
CHURCH:**

**WITNESSES:**

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

By: \_\_\_\_\_  
EVON HORTON, CHAIRMAN

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

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



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7451**

**County Administrator's Report 11. 1.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 01/22/2015

**Issue:** Agreement with the Public Defender's Office Relating to the Cost of Public Defender Representation of Indigent Defendants

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning an Agreement with the Public Defender's Office Relating to the Cost of Public Defender Representation of Indigent Defendants - Jack R. Brown, County Administrator

That the Board consider approving and authorizing the Chairman to execute the Agreement between Escambia County and the State of Florida, Office of the Public Defender for the First Judicial Circuit of Florida, to Reimburse the State for the Cost of Public Defender Representation of Indigent Defendants in Certain Criminal Violations of the County Code.

[Funding: Fund 115, Article V Fund, Cost Center 410414, Indigent Defendants]

#### **BACKGROUND:**

On September 21, 2006, Escambia County and the Office of the Public Defender entered into an Agreement setting forth the terms whereby the County shall reimburse the Public Defender for representing indigent defendants charged with certain violations of County Ordinances punishable by incarceration and not ancillary to State prosecution. The parties now wish to enter into a new Agreement that is intended to supersede in its entirety the prior Agreement.

#### **BUDGETARY IMPACT:**

Payments for legal services rendered by the Public Defender shall be made on an hourly basis at a rate of \$50 per hour as established in Section 27.54, Florida Statutes. The funding provided is sourced from income of a revenue nature received from taxes and fees levied by the County, a political subdivision of the State of Florida, and is intended for the use of the Public Defender, pursuant of

Section 27.54, Florida Statutes.

[Funding: Fund 115, Article V Fund, Cost Center 410414, Indigent Defendants]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Agreement

BCC Meeting Minutes Page - 09-21-2006

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**AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE STATE OF  
FLORIDA, OFFICE OF THE PUBLIC DEFENDER FOR THE FIRST  
JUDICIAL CIRCUIT OF FLORIDA, TO REIMBURSE THE STATE FOR  
THE COST OF PUBLIC DEFENDER REPRESENTATION OF INDIGENT  
DEFENDANTS IN CERTAIN CRIMINAL VIOLATIONS OF THE  
COUNTY CODE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County" and the Office of the Public Defender for the First Judicial Circuit of Florida (hereinafter referred to as "Public Defender").

WHEREAS, pursuant to §27.54(2), Florida Statutes, the County is authorized to contract with the Public Defender to defend indigent defendants charged with violations of county ordinances that are punishable by incarceration and are not ancillary to state prosecution; and

WHEREAS, pursuant to §27.51(1)(b)(4), Florida Statutes, the Public Defender is authorized to enter into a contract with the County to represent indigent defendants in county ordinance violations punishable by incarceration and not ancillary to state prosecution; and

WHEREAS, on or about September 21, 2006, the parties previously entered into an agreement setting forth the terms whereby the County shall reimburse the Public Defender for representing indigent defendants charged with certain violations of county ordinances punishable by incarceration and not ancillary to state prosecution; and

WHEREAS, the parties now wish to enter into a new agreement that is intended to supersede in its entirety the prior agreement dated September 21, 2006, by and between the County and the Public Defender.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises set forth in this agreement and of the mutual benefit to be derived therefrom, the County and the Public Defender agree as follows:

**ARTICLE I**

**Recitals**

The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

**ARTICLE II**

**Services**

The Public Defender agrees to represent indigent defendants in proceedings involving violations of county ordinances punishable by incarceration and not ancillary to state prosecution as authorized in §27.51 and §27.54, Florida Statutes. The County agrees to remit, subject to the terms outlined in this agreement, to the Public Defender the required funds for payment of attorney's fees and to reimburse due process costs associated with the defense of criminal violations of the County Code. The Public Defender shall provide such Public Defender personnel as may be required for the performance of any of the functions of the Public Defender as set forth in this agreement. This agreement does not commit the County to pay for the



representation of indigent defendants in violations of County Code when ancillary to state prosecution. Payment for due process expenses such as, and not limited to, expert witnesses, court reporting and interpreter services, will be billed separately to the County above the attorney's fees.

### **ARTICLE III**

#### **Payment**

Payments for legal services rendered by the Public Defender shall be made on an hourly basis at a rate of \$50 per hour as established in §27.54, Florida Statutes. Each case appointed to the Public Defender shall be billed, upon disposition of the case by the Public Defender, for one hour or \$50.00 per case. Subsequent appointments to the same case for post-conviction proceedings shall be billed in the same manner. All funds paid to the Public Defender's Office shall be deposited in the Grants and Donations Trust Fund for future appropriation by the Florida Legislature. The funding provided is sourced from income of a revenue nature received from taxes and fees levied by the County, a political subdivision of the State of Florida, and is intended for the use of the Public Defender pursuant to §27.54, Florida Statutes.

### **ARTICLE IV**

#### **Responsibilities**

The County does not delegate any of its responsibilities or powers to the Public Defender other than those enumerated in this agreement. The Public Defender does not delegate any of its responsibilities or powers to the County other than those enumerated in this agreement.

### **ARTICLE V**

#### **Indemnification**

It is expressly understood and agreed that the Public Defender is only a recipient on behalf of the State of Florida of the hourly fees paid by the County and is not an agent or employee of the County.

### **ARTICLE VI**

#### **Term and Termination**

The term of the agreement shall commence upon execution, and shall extend through September 30, 2015. Upon the expiration of the term of this Agreement or any renewal term, this Agreement shall automatically renew for a period of twelve (12) calendar months, unless either party shall give notice on or before the September 1<sup>st</sup> immediately preceding the renewal term of such party's intent not to renew this Agreement.

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days' notice. During such ninety day period, the parties shall negotiate a replacement agreement in good faith. The County shall remain responsible for payment to the Public Defender for cases assigned during the term of this agreement, but completed after any such termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Court

Approved as to form and legal  
sufficiency.

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

By/Title: Kathleen A. A. A.  
Date: 12/29/19

STATE OF FLORIDA  
OFFICE OF THE PUBLIC DEFENDER  
FIRST JUDICIAL CIRCUIT

Cynthia M. Pedersen  
Witness  
Haley Smith  
Witness

By: Bruce Miller  
Bruce Miller  
Public Defender

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-31. Approval of Various Consent Agenda Items – Continued

31. Approving, and authorizing the County Administrator to execute, the following Change Order: 1914

Department:	County Administrator's Office
Type:	Addition
Amount:	\$7,000
Vendor:	Securitas Security
Project Name:	Security Services
Contract:	PD 00-01.65
Purchase Order Number:	260330
Change Order Number:	1
Original Award Amount:	\$49,750
Cumulative Amount of Change Orders through Number 1:	<u>7,000</u>
New Contract Total:	\$56,750

COUNTY ATTORNEY'S REPORT – Janet Lander, County Attorney

I. FOR DISCUSSION

\* 1. Contract with the Public Defender's Office

Motion made by Commissioner Dickson, seconded by Commissioner Young, and carried unanimously, approving, and authorizing the Chairman to execute, the Contract with the Public Defender's Office (*Agreement between Escambia County and the State of Florida, Office of the Public Defender, for the First Judicial Circuit of Florida to Reimburse the State for the Cost of Public Defender Representation of Indigent Defendants in Certain Criminal Violation of the County Code*) to provide for County reimbursement to cover the cost of defending indigent individuals prosecuted for County Ordinance violations. 1915

2. Management Optional Benefits and Senior Executive Service

Motion made by Commissioner White, seconded by Commissioner Dickson, and carried unanimously, adopting the Resolution amending the Board of County Commissioners Administrative Code for Management Optional Benefits and Senior Executive Service, to conform to the Paid Time Off (PTO) Policy, effective October 1, 2006. 1916

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

# AI-7550

## County Administrator's Report 11. 2.

# BCC Regular Meeting

## Discussion

**Meeting Date:** 01/22/2015

**Issue:** Internal Revenue Service Audit- Fire Services

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning the Internal Revenue Service Employment Tax Audit -  
Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Internal Revenue Service (IRS) employment tax examination:

A. Approve and authorize the Chairman to sign the Closing Agreement on Final Determination Covering Specific Matters;

B. Authorize the Chairman to sign IRS Form 2504-WC, Agreement to Assessment and Collection of Additional Employment Tax and Acceptance of Overassessment in Worker Classification Cases:

C. Authorize the Chairman to sign IRS Form 2504, Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment;

D. Approve the Policy Change that allows credit for calls based on the number of hours at the Fire Station and to abolish the procedure for hourly pay for volunteer instructors; and

E. Authorize the Office of Management and Budget to process the transfer of funds on Budget Amendment #056, in the amount of \$545,000, (\$100,000 from Fire Fighter Stipends and \$445,000 from Reserves) to Other Salaries and Wages and FICA to cover the IRS Tax Assessment, Fire Protection Fund (143), Cost Center 330206. This Amendment increases Personal Services in the amount of \$545,000, for Fire Rescue.

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire

**BACKGROUND:**

On June 16, 2014, the IRS notified the County of pending audit concerning the taxation status of the stipend monies paid to the volunteer firefighters for calendar year 2012. On December 17, 2014, the IRS delivered the County a settlement Agreement for their findings. For taxes and withholdings that should have been made in calendar year 2012, the County has been assessed a total of \$78,793.40. Of this amount \$47,096.32 should have been paid for volunteer stipends and \$31,697.08 should have been paid for employees who received both a 1099 and a W-2 from the County.

The findings stated:

- A. Stipend payments made to volunteers should have been treated as wages and relevant employment taxes should have been withheld and paid.
- B. Volunteers are employees with the meaning of section 3121 (d)(4) and 3401 (c) of the IRS code.

The IRS has agreed not to pursue any action on this matter for the periods January 1, 2011, through December 31, 2014.

**BUDGETARY IMPACT:**

Funds are available in Fund 143 Reserves, Fire Protection Fund, Cost Center 330206, Fire Rescue Operations.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board approve the policy change and the authorize the Chairmain to sign the IRS Closing Agreement, Form 2504-WC, and Form 2504.

**IMPLEMENTATION/COORDINATION:**

Upon BCC approval and proper execution, Tamika L. Williams, Public Safety Business Operations Division Manager, will ensure the IRS forms and payment are remitted to the Internal Revenue Services.

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## **Attachments**

Closing Agreement on Final Determination

Form 2504-WC

Form 2504

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**CLOSING AGREEMENT ON FINAL DETERMINATION**  
**COVERING SPECIFIC MATTERS**

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Under section 7121 of the Internal Revenue Code of 1986, as amended (the "Code"), Taxpayer, EIN 59-6000598 (the "Taxpayer") and the Commissioner of Internal Revenue Service (the "Commissioner" or the "IRS") make this closing agreement (the "Agreement").

WHEREAS, this Agreement is in settlement of issues raised in an examination of the Taxpayer.

WHEREAS, the IRS has determined the following facts and made the following legal conclusions as the result of conducting an employment tax ("Employment Tax") examination of the Taxpayer with regard to the Taxpayer's obligations under sections 3101, 3111, 3402 and 3509 for calendar year/years 2012:

A. The Taxpayer has entered into an agreement with the Social Security Administration pursuant to section 218 of the Social Security Act ("218 Agreement").

B. The Taxpayer paid compensation to certain workers (the "Workers") in the following position descriptions: Part-time Volunteer Firefighter

C. The Workers' positions are covered positions under the Taxpayer's 218 Agreement. The Social Security Administration concurs with this determination. Thus, the Workers are employees within the meaning of section 3121(d)(4) of the Code

D. The Taxpayer did not treat the Workers' positions as covered positions under the 218 Agreement, did not treat the Workers as employees under sections 3121(d)(4) and 3401(c) of the Code, and did not treat the payments made to the Workers as wages within the meaning of sections 3121(a) and 3401(a) of the Code.

E. The Taxpayer timely filed Forms 1099 with the IRS with respect to payments made to the Workers for services performed in the calendar year 2012.

F. The total compensation paid to the Workers for services provided in calendar year 2012 was \$458,134.95.

G. The Taxpayer agrees that the Workers' positions are covered positions under the 218 Agreement, that the Workers were employees within the meaning of

CLOSING AGREEMENT between County of Escambia Board of County Commissioners EIN: 59-6000598 , and the Internal Revenue Service.

sections 3121(d)(4) and 3401(c), and that payments to the Workers constituted wages subject to FICA tax under the provisions of 3121, 3101 and 3111 of the Code and income tax withholding under the provisions of Section 3402 of the Code.

WHEREAS, the Taxpayer and the IRS have determined that resolution of the matters discussed in paragraphs A through G above is in their respective best interests.

WHEREAS, the terms of this Agreement were arrived at pursuant to negotiations between the Taxpayer and the IRS and may differ from the terms of settlement of similar issues examined or to be examined by the IRS.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND AGREED PURSUANT TO THIS AGREEMENT EXECUTED BY THE PARTIES HERETO UNDER SECTION 7121 OF THE CODE FOR FEDERAL TAX PURPOSES THAT:

1. Simultaneously with the execution and delivery of this Agreement, the Taxpayer will pay \$47,096.32 (the "Closing Amount) to resolve this issue. The Closing Amount shall be made by certified check payable to the U.S. Treasury and delivered to a duly authorized representative of the IRS.
2. This Agreement is executed solely with regard to the resolution of matters discussed in paragraphs A through G above and not of any other issues raised, or to be raised, during the examination of the Taxpayer for calendar year 2012.
3. Effective January 01, 2015, and for all periods thereafter, the Taxpayer will treat the Workers' positions (and positions similar to those of the Workers) as covered positions under the 218 Agreement. In addition, the Taxpayer will treat all payments made to the Workers (and individuals in positions similar to those of the Workers), as wages subject to all Employment Taxes. For calendar year 2015, and all subsequent years, the Taxpayer will report compensation paid to the Workers on Forms W-2.
4. The IRS will not disturb the Taxpayer's classification of the Workers for federal employment tax purposes for any period from January 1, 2011 through December 31, 2014.
5. Notwithstanding anything to the contrary contained herein, the IRS may take any appropriate action against the Taxpayer with respect to matters other than those set forth herein.
6. The IRS will not assess penalties or interest under Section 6721 of the Code or any other penalty or interest provisions with respect to any tax liability covered under this Agreement.



CLOSING AGREEMENT between County of Escambia Board of County Commissioners EIN: 59-6000598 , and the Internal Revenue Service.

7. This Agreement constitutes a full and complete resolution under the Code of the specific matters discussed herein. No inference shall be made with respect to whether this resolution satisfies other Federal or State law.

8. This Agreement may not be cited or relied upon by any person or entity whatsoever as precedent in the disposition of any other case.

9. No party hereto shall endeavor by litigation or other means to attack the validity of this Agreement.

10. The Closing Amount is not refundable, or subject to credit or offset under any circumstance.

11. This Agreement is final and conclusive except that -

(a). The matter it relates to may be reopened in the event of fraud, malfeasance, or misrepresentation of a material fact.

(b). It is subject to the sections of the Code that expressly provide that effect be given to their provisions (including any stated exceptions for section 7122 of the Code), notwithstanding any other law or rule of law; and

(c). If it relates to a tax period ending after the date of this Agreement, it is subject to any law, enacted after such date that applies to that tax period.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the dates indicated below. By signing this Agreement, the parties certify that they have read and agree to the terms set forth herein.

TAXPAYER Name County of Escambia  
Board of County Commissioners

COMMISSIONER OF INTERNAL  
REVENUE

EIN: 59-6000598

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

Paul A. Marmolejo

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

Title: Steven Barry, Chairman

Title: Director, Federal, State and Local  
Governments

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

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

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Form **2504-WC**  
(March 2011)

Department of the Treasury-Internal Revenue Service  
**Agreement to Assessment and Collection of Additional Tax and  
Acceptance of Overassessment in Worker Classification Cases  
(Employment Tax)**

Date received by Internal  
Revenue Service

Name, SSN or EIN, and address of taxpayer(s) (Number, street, city or town, State, ZIP Code)

COUNTY OF ESCAMBIA BOARD OF COUNTY  
COMMISSIONERS  
221 Palafox Place  
Pensacola, FL 32502

59-6000598

**Adjustment to Tax, Credits and Penalties**

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Credit Increase (Decrease)	Penalty
3/31/12-12/31/12	941	FICA & IT W/H IRC 3101, IRC 3111 & IRC 3402, IRC 3509(a)	47,096.32		
Total			47,096.32		

I consent to the immediate assessment (*increase in tax and penalties and /or decrease in credits*) and collection of any such amounts. In addition, I accept any overassessment (decrease in tax and penalties and/or increase in credits) shown above, plus any by law. I understand that by signing this agreement, I am waiving the restrictions on assessment provided in section 7436(d) and 6213(a) of the Internal Revenue Code of 1986.

Sign Here		Date
Sign Here		Date
Sign Here		Date
By	Title	Date
	<b>Steven Barry, Chairman</b>	

Note:

If you consent to the assessment of the amounts shown in this agreement, your signature will expedite our adjustment to your account. Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are entitled to a refund. It will not prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for either action.

**Who Must Sign**

If you are making this agreement for a partnership, all partners must sign. However, one partner may sign with appropriate evidence of authorization to act for the partnership.

For a corporation, enter the officer or officers of the corporation followed by the signature and title of the officer(s) authorized to sign.

An agent or attorney acting under a Power of Attorney authorization must attach the authorization to this form unless it is already filed with us.

**Memo: Abatement amount under IRC 3402(d) - See explanation on Form 4666**

Tax Period Ended	Return Form Number	Credit for abatement	Tax Period Ended	Return Form Number	Credit for abatement

CLERK OF THE CIRCUIT COURT

DEPUTY CLERK

Form **4666**  
(Rev. October 2010)Department of the Treasury - Internal Revenue Service  
**Summary of Employment Tax Examination**

Name and Address of Employer <b>COUNTY OF ESCAMBIA BOARD OF COUNTY COMMISSIONERS</b> 221 Palafox Place Pensacola, FL 32502	Employer Identification Number <b>59-6000598</b>	Date of Report <b>12/19/2014</b>
	Type of Report <input type="checkbox"/> Delinquent tax (Return not filed) <input checked="" type="checkbox"/> Increase (Decrease) in tax (Return filed)	
	<input checked="" type="checkbox"/> Agreed (This report is subject to review and you will be notified by the Director when it is accepted) <input type="checkbox"/> Unagreed	

Following is a summary of the results of my examination of your returns as shown on the attached pages of this report.

Tax, Credits and Penalties							
a Calendar Year	b Return Form Number	c Delinquent Tax, Increase (Decrease) In Tax	d Increase (Decrease) in Allowed Credits	e Penalty		f Total Adjustment and Penalties (c-d+e)	g Page Number of Report
				Code Section	Amount		
2012	941	47,096.32				47,096.32	2 to 3
Total		47,096.32				47,096.32	

## Other Information

This does not constitute an income tax examination

## Form 2504-WC, Section 7436 issues.

The examination of your employment tax returns as reflected on this report included an examination for employment tax purposes of whether any individuals should be treated as employees of the taxpayer for the purpose of Section 530 of the Revenue Act of 1978, as amended by Section 1122 of the Small Business Job Protection Act of 1996. The examination concluded that all examined classes of workers should be treated as employees:

Part time Volunteer Firefighters

## Form 2504, non-Section 7436 issues are addressed in a separate report.

Part-time Volunteer Firefighters

Any taxes must be paid at the time of signing Form 2504-WC in order to receive interest-free treatment on the underpayment. Interest will begin to accrue on any unpaid balance on the day after the agreement date until the tax is paid in full.

Examiner's Name

Deishun Garmon-Robinson

Area

Gulf States Area

Cat. No. 41874S

www.irs.gov

Form 4666 (Rev. 03-2011)

Form **4668**  
(Rev. March 2011)

Department of the Treasury — Internal Revenue Service

**Employment Tax Examination Changes Report**Return form number  
941

Name and Address of Employer  COUNTY OF ESCAMBIA BOARD OF COUNTY COMMISSIONERS 221 Palafox Place Pensacola, FL 32502	Employer Identification Number  59-6000598	Calendar Year  2012
	Total tax plus penalty or (decrease) in tax  47,096.32	
	Total increase or (decrease) in credits  0.00	Last quarter of this examination  DECEMBER

Examination discussed with (Name and title)  Mr. Tom Turner, HR Director	<input checked="" type="checkbox"/> Agreed (Subject to acceptance by the Director)  <input type="checkbox"/> Unagreed
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	(b) 1st Quarter	(c) 2nd Quarter	(d) 3rd Quarter	(e) 4th Quarter
1. Total social security and Medicare tax adjustment (from Schedule of Adjustments, Line 7)	10,056.07	10,056.07	10,056.07	10,056.07
2. Social security and Medicare tax adjustment under IRC 3121(q) (from Schedule of Adjustments, Line 8)				
3. Increase (decrease) in tax exemption on exempt wages/tips (From Schedule of Adjustments, Line 10)				
4. Total income tax withholding (from Schedule of Adjustments Line 17)	1,718.01	1,718.01	1,718.01	1,718.01
5. Delinquent tax or increase (decrease) in tax (Lines 1, 2 and 4 minus/plus Line 3)	11,774.08	11,774.08	11,774.08	11,774.08
6. Net increase (decrease) in credits (from Schedule of Adjustments, Line 23)				
7. Penalty code section 6651(a)(1)				
8. Penalty code section 6651(a)(2)				
9. Penalty code section 6656				
10. Penalty code section				
11. Total penalty (sum of Lines 7, 8, 9 and 10)				
12. Maximum tax available for abatement under IRC 3402(d)	None	None	None	None

Form 2504-WC, section 7436 issues

Examiner's name Deishun Garmon-Robinson	Group Number 7252	Area Gulf States Area	Date 12/19/2014
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Catalog Number 23275Z

www.irs.gov

Form **4668** (Rev. 03-2011)

**Form 4668 - Schedule of Adjustments**

Name of Employer	Employer Identification Number	Calendar Year
COUNTY OF ESCAMBIA BOARD OF COUNTY COMMISSIONERS	59-6000598	2012

	IRS Ref	(a) Applicable Rate	(b) 1st Quarter	(c) 2nd Quarter	(d) 3rd Quarter	(e) 4th Quarter
1. Social Security and Medicare wage adjustment subject to tax under IRC 3101 and 3111	004 073	10.40% 2.90%				
2. Social Security and Medicare wage adjustment subject to tax under IRC 3509(a)	079 079	7.04% 1.74%	114,533.74 114,533.74	114,533.74 114,533.74	114,533.74 114,533.74	114,533.74 114,533.74
3. Social Security and Medicare wage adjustment subject to tax under IRC 3509(b)	079 079	7.88% 2.03%				
4. Social Security and Medicare tip adjustment subject to tax under IRC 3101 and 3111	005 073					
5. Other adjustments to Social Security and Medicare wages						
6. Other adjustments to Social Security and Medicare tax						
7. Total social security & Medicare tax adjustment (Lines 1, 2, 3, 4, 5 x rates plus/minus Line 6)	112		10,056.07	10,056.07	10,056.07	10,056.07
8. Social Security and Medicare tax adjustment under IRC 3121(q)	114					
9. Increase (decrease) in exempt wages/tips paid to qualified employees under IRC 3111(d)	115	6.20%				
10. Increase (decrease) in tax exemption on wages/tips on Line 9 (Line 9 x rate)	116					
11. Income tax withholding wage adjustment subject to tax under IRC 3402		25.00% Actual				
12. Income tax withholding wage adjustment subject to rates under IRC 3509(a)	079	1.50%	114,533.74	114,533.74	114,533.74	114,533.74
13. Income tax withholding wage adjustment subject to rates under IRC 3509(b)	079	3.00%				
14. Other income tax withholding wage adjustment						
15. Actual income tax withheld but not previously reported						
16. Other adjustment to income tax withholding						
17. Total income tax (Lines 11, 12, 13, 14 x rates plus Line 15 plus/minus Line 16)	111		1,718.01	1,718.01	1,718.01	1,718.01
18. Increase (decrease) in COBRA premium assistance payments under IRC 6432	299					
19. Increase (decrease) in Advance Earned Income Credit under IRC 3507	766/767					
20. Increase (decrease) in exempt wages/tips paid to qualified employees March 19-31, 2010 under IRC 3111(d)(5)	117	6.20%				
21. Increase (decrease) in credit for exempt wages/tips on Line 20 (Line 20 x rate)	296					
22. Increase (decrease) in other credits						
23. Net increase (decrease) in credits (sum of Lines 18, 19, 21, and 22)						

Form **2504**  
(March 2011)

Department of the Treasury-Internal Revenue Service  
**Agreement to Assessment and Collection  
of Additional Tax and Acceptance of Overassessment  
(Excise or Employment Tax)**

Date received by Internal  
Revenue Service

Name, SSN or EIN, and address of taxpayer(s) (Number, street, city or town, State, ZIP Code)

COUNTY OF ESCAMBIA BOARD OF COUNTY  
COMMISSIONERS  
221 Palafox Place  
Pensacola, FL 32502

59-6000598

**Adjustment to Tax, Credits and Penalties**

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Credit Increase (Decrease)	Penalty
3/31/12-12/31/12	941	FICA & IT W/H IRC 3101, IRC 3111 & IRC 3402	31,697.08		
Total			31,697.08		

I consent to the immediate assessment (increase in tax and penalties and/or decrease in credits) and the collection of any such amounts. In addition, I accept any overassessment (decrease in tax and penalties and/or increase in credits) shown above. I also agree to any interest as provided by law.

Sign Here		Date
Sign Here		Date
Sign Here		Date
By	Title	Date
	Steven Barry, Chairman	

Note:

If you consent to the assessment of the amounts shown in this agreement, your signature will expedite our adjustment to your account. Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are entitled to a refund. It will not prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for either action.

**Who Must Sign**

If you are making this agreement for a partnership, all partners must sign. However, one partner may sign with appropriate evidence of authorization to act for the partnership.

For a corporation, enter the officer or officers of the corporation followed by the signature and title of the officer(s) authorized to sign.

An agent or attorney acting under a Power of Attorney authorization must attach the authorization to this form unless it is already filed with us.

**Memo: Abatement amount under IRC 3402(d) - See explanation on Form 4666**

Tax Period Ended	Return Form Number	Abatement amount	Tax Period Ended	Return Form Number	Abatement amount

Catalog Number 21775K

www.irs.gov

Form **2504** (Rev. 3-2011)

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BY:

DEPUTY CLERK

Form **4666**  
(Rev. October 2010)Department of the Treasury - Internal Revenue Service  
**Summary of Employment Tax Examination**

Name and Address of Employer COUNTY OF ESCAMBIA BOARD OF COUNTY COMMISSIONERS 221 Palafox Place Pensacola, FL 32502	Employer Identification Number 59-6000598	Date of Report 12/19/2014
	Type of Report <input type="checkbox"/> Delinquent tax (Return not filed) <input checked="" type="checkbox"/> Increase (Decrease) in tax (Return filed)	
	<input checked="" type="checkbox"/> Agreed (This report is subject to review and you will be notified by the Director when it is accepted) <input type="checkbox"/> Unagreed	

Following is a summary of the results of my examination of your returns as shown on the attached pages of this report.

Tax, Credits and Penalties							
a Calendar Year	b Return Form Number	c Delinquent Tax, Increase (Decrease) In Tax	d Increase (Decrease) in Allowed Credits	e Penalty		f Total Adjustment and Penalties (c-d+e)	g Page Number of Report
				Code Section	Amount		
2012	941	31,697.08				31,697.08	2 to 3
Total		31,697.08				31,697.08	

## Other Information

This does not constitute an income tax examination

**Form 2504, non-Section 7436 issues.**

Part-time Volunteer Firefighters

**Form 2504-WC, Section 7436 issues are addressed in a separate report.**

The examination of your employment tax returns as reflected on this report included an examination for employment tax purposes of whether any individuals should be treated as employees of the taxpayer for the purpose of Section 530 of the Revenue Act of 1978, as amended by Section 1122 of the Small Business Job Protection Act of 1996. The examination concluded that all examined classes of workers should be treated as employees:

Part time Volunteer Firefighters

Any taxes must be paid at the time of signing Form 2504 in order to receive interest-free treatment on the underpayment. Interest will begin to accrue on any unpaid balance on the day after the agreement date until the tax is paid in full.

Examiner's Name Deishun Garmon-Robinson	Area Gulf States Area
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Form **4668**  
(Rev. March 2011)

Department of the Treasury — Internal Revenue Service

**Employment Tax Examination Changes Report**Return form number  
941

Name and Address of Employer  COUNTY OF ESCAMBIA BOARD OF COUNTY COMMISSIONERS 221 Palafox Place Pensacola, FL 32502	Employer Identification Number  59-6000598	Calendar Year  2012
	Total tax plus penalty or (decrease) in tax  31,697.08	Last quarter of this examination  DECEMBER
	Total increase or (decrease) in credits  0.00	

Examination discussed with (Name and title)  Mr. Tom Turner, HR Director	<input checked="" type="checkbox"/> Agreed (Subject to acceptance by the Director)  <input type="checkbox"/> Unagreed
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	(b) 1st Quarter	(c) 2nd Quarter	(d) 3rd Quarter	(e) 4th Quarter
1. Total social security and Medicare tax adjustment (from Schedule of Adjustments, Line 7)	2,751.77	2,751.77	2,751.77	2,751.77
2. Social security and Medicare tax adjustment under IRC 3121(q) (from Schedule of Adjustments, Line 8)				
3. Increase (decrease) in tax exemption on exempt wages/tips (From Schedule of Adjustments, Line 10)				
4. Total income tax withholding (from Schedule of Adjustments Line 17)	5,172.50	5,172.50	5,172.50	5,172.50
5. Delinquent tax or increase (decrease) in tax (Lines 1, 2 and 4 minus/plus Line 3)	7,924.27	7,924.27	7,924.27	7,924.27
6. Net increase (decrease) in credits (from Schedule of Adjustments, Line 23)				
7. Penalty code section 6651(a)(1)				
8. Penalty code section 6651(a)(2)				
9. Penalty code section 6656				
10. Penalty code section				
11. Total penalty (sum of Lines 7, 8, 9 and 10)				
12. Maximum tax available for abatement under IRC 3402(d)	5,172.50	5,172.50	5,172.50	5,172.50

Under IRC sections 6051 and 6071 and the regulations under those sections, you are required to furnish Form W-2c (Corrected Wage and Tax Statement) on or before the last day of January \_\_\_\_\_ to each of the \_\_\_\_\_ employees whose wages are adjusted by this report. Also, you are required to file the original of these statements with Form W-3c (Transmittal of Corrected Wage and Tax Statements) by the last day of February \_\_\_\_\_. IRC 6721 and 6722 provide penalties for failure to file and failure to furnish these statements by the required dates. Please file these statements with:

Internal Revenue Service  
300 E 8th St  
MS: 4097 AUS  
Austin TX 78701

Form 2504, non-section 7436 issues

Examiner's name Deishun Garmon-Robinson	Group Number 7252	Area Gulf States Area	Date 12/19/2014
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Catalog Number 23275Z

www.irs.gov

Form **4668** (Rev. 03-2011)



**Form 4668 - Schedule of Adjustments**

Name of Employer COUNTY OF ESCAMBIA BOARD OF COUNTY COMMISSIONERS		Employer Identification Number 59-6000598			Calendar Year 2012	
	IRS Ref	(a) Applicable Rate	(b) 1st Quarter	(c) 2nd Quarter	(d) 3rd Quarter	(e) 4th Quarter
1. Social Security and Medicare wage adjustment subject to tax under IRC 3101 and 3111	004	10.40%	20,690.00	20,690.00	20,690.00	20,690.00
	073	2.90%	20,690.00	20,690.00	20,690.00	20,690.00
2. Social Security and Medicare wage adjustment subject to tax under IRC 3509(a)	079	7.04%				
	079	1.74%				
3. Social Security and Medicare wage adjustment subject to tax under IRC 3509(b)	079	7.88%				
	079	2.03%				
4. Social Security and Medicare tip adjustment subject to tax under IRC 3101 and 3111	005					
	073					
5. Other adjustments to Social Security and Medicare wages						
6. Other adjustments to Social Security and Medicare tax						
7. Total social security & Medicare tax adjustment (Lines 1, 2, 3, 4, 5 x rates plus/minus Line 6)	112		2,751.77	2,751.77	2,751.77	2,751.77
8. Social Security and Medicare tax adjustment under IRC 3121(q)	114					
9. Increase (decrease) in exempt wages/tips paid to qualified employees under IRC 3111(d)	115	6.20%				
10. Increase (decrease) in tax exemption on wages/tips on Line 9 (Line 9 x rate)	116					
11. Income tax withholding wage adjustment subject to tax under IRC 3402		25.00%	20,690.00	20,690.00	20,690.00	20,690.00
		Actual				
12. Income tax withholding wage adjustment subject to rates under IRC 3509(a)	079	1.50%				
13. Income tax withholding wage adjustment subject to rates under IRC 3509(b)	079	3.00%				
14. Other income tax withholding wage adjustment						
15. Actual income tax withheld but not previously reported						
16. Other adjustment to income tax withholding						
17. Total income tax (Lines 11, 12, 13, 14 x rates plus Line 15 plus/minus Line 16)	111		5,172.50	5,172.50	5,172.50	5,172.50
18. Increase (decrease) in COBRA premium assistance payments under IRC 6432	299					
19. Increase (decrease) in Advance Earned Income Credit under IRC 3507	766/767					
20. Increase (decrease) in exempt wages/tips paid to qualified employees March 19-31, 2010 under IRC 3111(d)(5)	117	6.20%				
21. Increase (decrease) in credit for exempt wages/tips on Line 20 (Line 20 x rate)	296					
22. Increase (decrease) in other credits						
23. Net increase (decrease) in credits (sum of Lines 18, 19, 21, and 22)						



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7534** **County Attorney's Report** **11. 1.**  
**BCC Regular Meeting** **Action**  
**Meeting Date:** 01/22/2015  
**Issue:** Schedule a Public Hearing to Consider Amending the  
Panhandling Ordinance  
**From:** Alison Rogers, County Attorney  
**Organization:** County Attorney's Office  
**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Scheduling a Public Hearing to Consider Amending the Panhandling Ordinance.

That the Board authorize scheduling a Public Hearing on February 5, 2015 at 3:31 p.m., for consideration of amending the Panhandling Ordinance.

### **BACKGROUND:**

At the Committee of the Whole on December 18, 2014, the Board directed staff to amend Escambia County Ordinance 2007-08, as amended by 2011-35, to create panhandling zones within a 1/2 mile east and west of Interstate 110, and north and south of all intersections of Interstate 10, in order to address escalating issues along major thoroughfares in the County.

### **BUDGETARY IMPACT:**

N/A

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

The County Attorney's Office will be drafting the amendment to the proposed ordinance and it will advertise in the Saturday Edition of the *Pensacola News Journal* on January 24, 2015.

### **PERSONNEL:**

N/A

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

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7537**

**County Attorney's Report 11. 2.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 01/22/2015

**Issue:** Authorize the Scheduling of a Public Hearing to consider adopting an Ordinance amending Chapter 6, Article III relating to Alcoholic Beverages

**From:** Kerra Smith, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

### **RECOMMENDATION:**

That the Board authorize the scheduling of a Public Hearing for February 5, 2015, at 3:32 p.m. for consideration of adopting an Ordinance amending Chapter 6, Article III of the Escambia County Code of Ordinances relating to Alcoholic Beverages in Public Parking Areas; Reclassifying to Address Open or Unsealed Alcoholic Beverages; Amending Section 6-61, Definitions, to Define Alcoholic Beverages, Intoxicating Beverage, Liquor, and Possession; Amending Section 6-63, Open Container in Public Parking Areas, to Modify Prohibitions Regarding Consumption of Alcoholic Beverages in Public Places and Establish Exceptions.

### **BACKGROUND:**

The Board of County Commissioners is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant Sections 125.01(1)(o) and (w), and 562.14, Florida Statutes (2014). At its December 18, 2014 Committee of the Whole, the Board discussed the County's open container ordinance and indicated a desire to strengthen the regulations.

### **BUDGETARY IMPACT:**

N/A

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

The proposed Ordinance was drafted by Assistant County Attorney, Kerra A. Smith.

### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The ordinance was drafted with input from the Santa Rosa Island Authority and the Escambia County Sheriff's Office. A copy of the Ordinance will be filed with the Department of State and copies will be provided to the State Attorney's Office and the Sheriff's Office.

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**Attachments**

*No file(s) attached.*

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