

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 – August 20, 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 – Pastor Rick Curry, Kings Way Church.
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. Recommendation Concerning the Adoption of Retirement Proclamations -  
Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the adoption of retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Tamara J. Amaral, Corrections Officer, Corrections Department, on her 9 years of faithful and dedicated service;

B. Adopt the Proclamation commending and congratulating Doyle Butler, Engineering Project Coordinator, Solid Waste Department, on his 22 years of faithful and dedicated service;

C. Adopt the Proclamation commending and congratulating Marlina S. Davis, Paramedic Supervisor, Public Safety Department, on her 31 years of faithful and dedicated service,

D. Adopt the Proclamation commending and congratulating Theresa E. Dumas, Master Corrections Officer, Corrections Department, on her 24 years of faithful and dedicated service;

E. Adopt the Proclamation commending and congratulating William T. Farrow, Senior Corrections Officer, Corrections Department, on his 13 years of dedicated service;

F. Adopt the Proclamation commending and congratulating Victoria A. Hayes, Corrections Lieutenant, Corrections Department, on her 25 years of faithful and dedicated service;

G. Adopt the Proclamation commending and congratulating James C. Heist, Corrections Officer, Corrections Department, on his 13 years of faithful and dedicated service;

H. Adopt the Proclamation commending and congratulating Clela D. Jones, Laundry Specialist, Corrections Department, on her 13 years of faithful and dedicated service;

I. Adopt the Proclamation commending and congratulating Calvin E. Lymons, Master Corrections Officer, Corrections Department, on his 22 years of faithful and dedicated service;

J. Adopt the Proclamation commending and congratulating Maurice J. Mortara, Engineering Project Coordinator, Public Works Department, on his 27 years of faithful and dedicated service;



K. Adopt the Proclamation commending and congratulating Joseph G. Ryals, Corrections Lieutenant, Corrections Department, on his 29 years of faithful and dedicated service; and

L. Adopt the Proclamation commending and congratulating Deborah E. Williams, Corrections 1st Lieutenant, Corrections Department, on her 32 years of faithful and dedicated service.

7. 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.

8. 5:31 p.m. Public Hearing concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Fiscal Year 2015 Local Solicitation.

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2015 Local Solicitation":

A. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2015 Local Solicitation" funds; total estimated amount of funds for Escambia County, Florida, is \$126,526;

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

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

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

9. 5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of an unimproved right-of-way in the National Land Sales Company Subdivision.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of an unimproved right-of-way in the National Land Sales Company Subdivision (30 feet x 1,317.45 feet or 0.90 acres), as petitioned by The Busbee Limited Partnership and Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006:

A. Approve the Petition to Vacate a portion of an unimproved right-of-way in the National Land Sales Company Subdivision (30 feet x 1,317.45 feet or 0.90 acres);

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

10. Committee of the Whole Recommendation.

**RECOMMENDATION TO BE DISTRIBUTED UNDER SEPARATE COVER.**

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 the June 2015 Returns received in July 2015

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the June 2015 returns received in the month of July 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2015; total collections for the month of June 2015 returns was \$1,412,281.14; this is a 7.85% increase over the June 2014 returns; total collections year-to-date are 11.10% more than the comparable time frame in Fiscal Year 2014.

2. Recommendation Concerning Acceptance of the June 30, 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2015, as required by Ordinance Number 95-13; on June 30, 2015, the portfolio market value was \$270,910,727 and portfolio earnings totaled \$108,861 for the month; the short-term portfolio yield was 0.21%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.14%; the enhanced cash portfolio achieved a yield of 0.66%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.31%; the long-term CORE portfolio achieved a yield of 1.19%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.91%.

3. Recommendation Concerning Acceptance of the July 31, 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2015, as required by Ordinance Number 95-13; on July 31, 2015, the portfolio market value was \$254,297,520 and portfolio earnings totaled \$217,784 for the month; the short-term portfolio yield was 0.24%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.14%; the enhanced cash portfolio achieved a yield of 0.67%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.32%; the long-term CORE portfolio achieved a yield of 1.20%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.91%.

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 August 6, 2015; and
- B. Approve the Minutes of the Regular Board Meeting held August 6, 2015.

## **GROWTH MANAGEMENT REPORT**

### I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Section 3-2.5

That the Board of County Commissioners (BCC) review and adopt an Ordinance, amending Part III of the Escambia County Code of Ordinances, Land Development Code of Escambia County (LDC), Chapter 3, Zoning Regulations, Section 3-2.5, Low Density Residential District, to provide a one-acre minimum lot size site and building requirement for land previously zoned V-1.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2-7.2(a) and F.S. 125.66(4)(b).

2. 5:46 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for McDirt Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for McDirt Borrow Pit.

3. 5:47 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for KTTTC Investments Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for KTTTC Investments Borrow Pit.

4. 5:48 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Evergreen Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Evergreen Borrow Pit.

## **COUNTY ADMINISTRATOR'S REPORT**

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

That the Board approve the three Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

2. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 23, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the July 23, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

3. Recommendation Concerning Enterprise Zone Development Agency Board Reappointments - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following August 20, 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 Enterprise Zone Development Agency (EZDA) Board Reappointments:

A. Reappointing Teresa Frye, Mortgage Loan Officer, Navy Federal Credit Union, to extend a four-year term as a local Financial Entity Representative, effective retroactively, July 22, 2015, until the sunset of the Enterprise Zone Program on December 31, 2015;

B. Reappointing Larry Strain, Vice President and Business Banker, United Bank, to extend a four-year term as an At-Large Representative, effective retroactively, July 22, 2015, until the sunset of the Enterprise Zone Program on December 31, 2015; and

C. Reappointing Ruth McKinon, Training Development Coordinator, Pensacola State College, to extend a four-year term as an At-Large Representative, effective retroactively, July 22, 2015, until the sunset of the Enterprise Zone Program on December 31, 2015.

4. Recommendation Concerning Appointment of Committee Members to the Affordable Housing Advisory Committee - Tonya Gant, Neighborhood & Human Services Department Director

That the Board adopt the Resolution re-establishing the Affordable Housing Advisory Committee (AHAC) and appointing the following 17 members, including the City of Pensacola appointees, to serve on the AHAC for a three-year term, effective October 1, 2015, through September 30, 2018:

A. Maryann Andrews;  
B. Wayne Briske;  
C. George Ed Brown, Jr.;  
D. Edward R. Bryant, III;  
E. Bob Cordes;  
F. Dwain Edgar;  
G. Timothy Evans;  
H. Eric Flora;  
I. Patrick Kozma;  
J. Deborah Moore;  
K. Constance Parker;  
L. Abe Singh;  
M. Robert Strickland;  
N. Charles Trinchitella;  
O. Annie T. Walker;  
P. Paul Ritz (City of Pensacola appointee); and  
Q. Sue Saffran (City of Pensacola appointee).

5. Recommendation Concerning the United Way of Escambia County "Day of Caring" on October 16, 2015 - Thomas G. "Tom" Turner, Human Resource Department Director

That the Board support the annual "Day of Caring," sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 16, 2015, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

6. Recommendation Concerning the Extension of the 2015 Ad Valorem Property Tax Roll - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve extending the 2015 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board Hearings to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

7. Recommendation Concerning a Resolution Supporting Proposed Legislation Providing a Statewide Ban on Hydraulic Fracturing, Acid Fracturing, and Well Stimulation - Commissioner Lumon May, District 3

That the Board adopt the Resolution supporting proposed legislation providing a Statewide ban on hydraulic fracturing, acid fracturing, and well stimulation performed for the purpose of exploration or production of oil or natural gas in the state of Florida.

8. Recommendation Concerning a Resolution Regarding the Temporary Closure of County Road 196 at Escambia County Bridge Number 480088 over Jack's Branch - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the temporary closure of County Road 196 during the completion of a Florida Department of Transportation (FDOT) bridge replacement project in Fiscal Year 2018:

A. Adopt the Resolution approving the temporary closure of County Road 196 during the completion of an FDOT bridge replacement project in Fiscal Year 2018 for a duration of approximately 225 calendar days and detouring traffic for a length of 7.2 miles; and

B. Authorize the Chairman or Vice Chairman to execute the Resolution and any subsequent documents required for implementation of the temporary road closure.

[Funding Source (for maintenance of bridges): Fund 175, Transportation Trust Fund, Account 210402/54601]



9. Recommendation Concerning Disposition of Surplus Property for the Building Inspections Department - Donald R. Mayo, Building Services Department, Director

That the Board approve the two Request for Disposition Forms for the Building Inspections Department, for property to be auctioned as surplus property or disposed of properly, which is listed on the Disposition forms with reason and agency stated.

10. Recommendation Concerning the Request for Disposition of Property for the Escambia County Tax Collector's Office - Janet Holley, CFC, Escambia County Tax Collector

That the Board approve three Request for Disposition of Property Forms for the Escambia County Tax Collector's office, for property which is described and listed on the Disposition forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that they be auctioned as surplus or disposed of properly. Two of the items are leased from the State of Florida and are not Tax Collector assets. For this reason, it is requested that they be removed from the Tax Collector's inventory.

11. Recommendation Concerning Mixed Waste Processing and Recycling Services - Patrick T. Johnson, Waste Services Department Director

That the Board accept for filing with the Board's Minutes, the following Information Report concerning the Waste Services Department Mixed Waste Processing and Recycling Services Update:

In accordance with Board of County Commissioners' (BCC), approvals of the Recommendation Concerning Solutions to the Solid Waste Issue (BCC 10/09/2014), and the Recommendation Concerning Selection Committee Recommendation for Waste Processing and Recycling Services (BCC 06/25/2015), Waste Services Staff, ECUA Staff, and Selected Project Developer, Mustang Renewable Energy have initiated detailed negotiations concerning project development.

\* 7/09/2015, the group conducted a kick-off meeting to discuss due diligence items required for site development of project.

\* 07/10/2015, the group met with FDEP Local and Tallahassee to review permitting requirements for the project.

\* 07/22/2015, the Developer's Facility Operator and Equipment Representatives met on site to review building design and equipment design/layout options.

\* 07/28-29/2015, the Developer's Engineering and Construction representatives met with Waste Services staff to review site plan development.

\* 08/07/2015, Waste Services Staff met with HDR Engineering to review draft Contract Terms and Conditions.

----- Current deliverables expected from Developer: -----

- Conceptual Project schedule to include: Design/Engineering, Permitting, Contracts, Financing & Financial Close

- Project Proforma

- Updated Site design

- Facility CapEx, Revenue

- Operations/Maintenance Assumptions

- Capacity analysis

12. Recommendation Concerning the National Cybersecurity and Communications Integration Center of the Department of Homeland Security Agreement - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the County Network Security with the National Cybersecurity and Communications Integration Center:

A. Authorize the National Cybersecurity and Communications Integration Center of the U.S. Department of Homeland Security (DHS) to conduct continuous Vulnerability Scanning and Hygiene Monitoring of Escambia County Board of County Commissioners' publicly accessible cyber assets, networks, and systems;

B. Approve and authorize the Chairman to execute the Authorization to Conduct Continuous Scans of Public-Facing Cyber Assets, Networks and Systems; and

C. Approve and authorize the Chairman to execute the Risk and Vulnerability Assessment Rules of Engagement between the U.S. Department of Homeland Security and the Escambia County Board of County Commissioners.

[Funding: There is no cost to the County for this service.]

13. Recommendation Concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County Florida, Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Michael A. Tidwell, Corrections Department Director

That the Board take the following action concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail:

- A. Approve the Cooperative Agreement; and
- B. Authorize the Chairman to sign the Agreement.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Approval of the Fiscal Year 2015-2016 Contractual Services Agreement for the Mosquito Control Division - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board take the following action concerning the Fiscal Year 2015-2016 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #022283, for Mosquito Control:

A. Approve the annual Contractual Services Agreement with an effective date of October 1, 2015, through September 30, 2016, in the amount of \$31,540; and

B. Authorize the Chairman to sign the annual Contractual Services Agreement.

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

2. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following August 20, 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 Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Bernard and Dorothy Jacobs, owners of residential property located at 400 Rue Max Avenue, Barrancas Redevelopment District, each in the amount of \$1,275, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for sewer connection;

2. The Agreements between Escambia County CRA and Raymond A. and Sheryl Canevari, owners of residential property located at 324 East Sunset Avenue, Warrington Redevelopment District, each in the amount of \$4,550 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for roof replacement; and

3. The Agreements between Escambia County CRA and Ted R. and Anita L. Corbin, owners of residential property located at 421 Baublits Court, Warrington Redevelopment District, each in the amount of \$2,075, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for roof replacement; and

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

3. Recommendation Concerning the Cancellation of 12 Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following August 20, 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 12 Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

<b>Property Owner</b>	<b>Address</b>	<b>Amount</b>
Joseph Barwick	219 Marine Drive	\$1,512
Litedra Burgess	921 West Michigan Avenue	\$1,875
Council Donald, Jr.	2616 North "L" Street	\$1,375
James C & Jannie N. Hixon	828 Montclair Road	\$4,600
Johnnie Kidd	1710 West Lakeview Avenue	\$1,950
Sally Hope	110 Lakewood Road	\$1,450
Julie & William E. Grimsley, III	222 Betty Road	\$782
Julie & William E. Grimsley, III	301 Rue Max Avenue	\$782
Julie & William E. Grimsley, III	210 Betty Road	\$782
Julie & William E. Grimsley, III	1214 Wilson Avenue	\$782
ImSuk Thomas	106 Jamison Street	\$620
Gregory L. Scoville	217 Chief's Way	\$1,685

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

4. Recommendation Concerning the Escambia County Residential Rehab Disaster Assistance Grant Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Escambia County Residential Rehab Disaster Assistance Grant Program (Program):

A. Modify the Program requirements to allow the Community Development Block Grant (CDBG) Program to fund all repairs for income-eligible homeowners and to clarify associated CDBG program requirements; and

B. Authorize the County Administrator or his designee to execute all Program related documents as necessary to implement the Program.

[Funding: Fund 129/CDBG, Cost Centers 370210 and 370217]

5. Recommendation Concerning a Change Order to Verizon Wireless for Communication Devices for Environmental Code Enforcement - Michael Tidwell, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, in excess of \$50,000, adding funds for communication services for Environmental Code Enforcement for Fiscal Year 2015:

Department:	Corrections
Division:	Environmental Code Enforcement
Type:	Addition
Amount:	\$20,000
Vendor:	Verizon Wireless Services
Purchase Order:	150016
Change Order:	1
Original Award Amount:	\$40,000
Cumulative Amount of Change Orders Through This Change Order:	\$20,000
New Purchase Order Total:	\$60,000

[Funding Source: Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 54101]

6. Recommendation Concerning a Change Order to Walton County Sheriff's Office for Inmate Housing for the Escambia County Jail in Excess of \$50,000 - Michael Tidwell, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 3, in excess of \$50,000, adding funds for inmate housing in Walton County for Escambia County Jail inmates:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$1,640,000
Vendor:	Walton County Sheriff's Office
Purchase Order:	141346
Change Order:	3
Original Award Amount:	\$1,368,750
Cumulative Amount of Change Orders Through This Change Order:	\$1,640,000
New Purchase Order Total:	\$3,008,750

[Funding Source: 501, Internal Service Fund, Cost Center 140836, Object Code 53401]



7. Recommendation Concerning a Change Order to Lawrence E. Mobley, III, MD, PA, for Psychiatric Services Rendered to Escambia County Jail Inmates - Michael Tidwell, Correction Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, bringing the total expenditure in excess of \$50,000, adding funds for psychiatric services for Escambia County Jail inmates for Fiscal Year 2015:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$35,000
Vendor:	Lawrence E. Mobley, III, MD, PA
Purchase Order:	150149
Change Order:	1
Original Award Amount:	\$184,000
Cumulative Amount of Change Orders Through This Change Order:	\$35,000
New Purchase Order Total:	\$219,000

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

8. Recommendation Concerning the Agreement Relating to Civil Legal Services for Inmates at the Escambia County Jail with Northwest Florida Legal Services, Inc. - Michael Tidwell, Corrections Department Director

That the Board take the following action concerning an Agreement relating to Civil Legal Services for inmates at the Escambia County Jail, between Escambia County and Northwest Florida Legal Services, Inc:

- A. Approve the Agreement Relating to Civil Legal Services; and
- B. Authorize the County Administrator to sign the Agreement.

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

9. Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service:

A. Approve the Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1350 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. to be determined); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

10. Recommendation Concerning Waste Services Department Vehicle Purchase #2 - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase of one VE14-15.028, 2015 Caterpillar 725C Articulated 6x6 Dump Truck, from Thompson Tractor Company, Inc., for the amount of \$355,564, per the terms and conditions of Governmental Contract Initiative with the City of Tucson/National IPA Contract #120377 Member Discounts for Equipment Sales. In compliance with the Local Preference Initiative, this vehicle purchase was posted on the County website for 30 days. No proposals were received. This unit will primarily be utilized to transport cover material for environmental compliance associated with Class-I landfill operations, landfill site maintenance, storm water system maintenance and vegetative processing. This vehicle will replace #58882 CAT 725 Dump Truck, which is being converted to a water truck.

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

11. Recommendation Concerning Waste Services Department Equipment Purchase #1 - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase of one VE14-15.029, 2015 Caterpillar 950M Wheel Loader, from Thompson Tractor Company, Inc., for the amount of \$281,754, per the terms and conditions of Governmental Contract Initiative with the City of Tucson/National IPA Contract #120377 Member Discounts for Equipment Sales. In compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days. No proposals were received. This unit will primarily be utilized to process vegetative waste recycling to support screening, grinding, and loading of material used for slope stabilization and Class-I landfill cover applications. This unit will replace #51836 CAT 950G loader.

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

12. Recommendation Concerning the Purchase of Two Vehicles for the Mosquito Control Division - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board authorize the County to utilize the State of Florida Term Contract #25100000-15-1 and award a Purchase Order to Duval Ford, LLC, for two 2015 Ford 1/2 ton Extended Cab Pickup Truck 4X4s for the Mosquito Control Division, in the amount of \$53,471, according to the specifications of VE14-15.027.

[Funding: Fund 001, General Fund, Cost Center 220701, Object Code 56401]

13. Recommendation Concerning Budget Amendment #221 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #221, Mosquito and Arthropod Control Fund (106), in the amount of \$3,800, to recognize a reallocation of reserves to overtime to cover personnel expenses for the remainder of the Fiscal Year associated with increased mosquito control spraying due to high levels during April of 2015.

14. Recommendation Concerning Supplemental Budget Amendment #223  
Reversing some Interfund Transfers from the General Fund and Recognizing  
and Transferring to the General Fund Work Release Revenues - Amy Lovoy,  
Assistant County Administrator

That the Board adopt the Resolution approving Supplemental Budget Amendment #223 in the General Fund (001), Code Enforcement Fund (103), Misdemeanor Probation Fund (114), and the Transportation Trust Fund (175), in the amount of (\$400,000), to reduce the transfers from the General Fund to certain funds, to recognize the proceeds of the Work Release Center revenues, and transfer these funds to the General Fund.

15. Recommendation Concerning Budget Amendment #225 - Stephan Hall,  
Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #225, Community Redevelopment Agency (CRA) Fund (151), to provide funds to cover salaries associated with mowing rights-of-way, in the amount of \$38,200, in the Warrington, Brownsville, and Palafox CRA areas and expenses associated with the Residential Rehab Grant in Warrington for the remainder of the Fiscal Year.

16. Recommendation Concerning Supplemental Budget Amendment #226 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #226, Mass Transit Fund (104) and FTA Capital Projects Fund (320), in the amount of \$2,037,383, to recognize proceeds from the Federal Transit Administration (FTA), and to appropriate these funds to be used for preventive maintenance costs, purchasing buses, and other capital items at Escambia County Area Transit System (ECAT).

17. Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property for the Beulah Zone Pond - Bell Ridge Pond Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property, located within Bell Ridge Forest Subdivision, from Richard R. Gibbs and Edna Marie Gibbs, for the Beulah Zone Pond - Bell Ridge Pond Project:

A. Accept the donation of a parcel of real property (approximately 1.36 acres), located within the Bell Ridge Forest Subdivision, from Richard R. Gibbs and Edna Marie Gibbs, for the Beulah Zone Pond - Bell Ridge Pond Project;

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, the Quit Claim Deed as of the day of delivery of the Quit Claim 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]

18. Recommendation Concerning Amending the Board's Action of April 9, 2015, Approving the Issuance of Blanket and/or Individual Purchase Orders in Excess of \$50,000 - "Miscellaneous Drainage/Paving Projects" for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action of April 9, 2015, approving the issuance of blanket and/or individual purchase orders in excess of \$50,000, for Fiscal Year 2014-2015 on CAR II "Budget/Finance," Item #29 "Miscellaneous Drainage/Paving Projects," for the Public Works Department 2014-2015, to add the following Vendor:

Infrastructure Specialty Services, Inc. (Vendor #420809)

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201/211602/211101; Fund 182-199, "Master Drainage Basin Funds", Cost Centers 210719-210736; Fund 352, "Local Option Sales Tax III", Cost Center 210107/350229; Fund 112, "Disaster Recovery Fund", Cost Centers 330490-330495]

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

That the Board take the following action regarding the County's Group Medical Insurance (PD 14-15.069, Group Medical Insurance):

A. Award a Contract to Florida Blue, for three years, from January 1, 2016, to December 31, 2018, to provide self-funded health insurance coverage in the form of plans Blue Option 1352, Blue Option 1552, Health Savings Account (HSA), and Blue Medicare PPO and Group Medicare Supplement Plan "F" for retirees that are Medicare-eligible.

B. Authorize the County Administrator and/or his designated person to negotiate the terms of the Contract to be approved by the Board on a later date.

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

20. Recommendation Concerning Contract Award for Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and DLR Group, inc., per the terms and conditions of PD 13-14.082, Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility, Scope of Work and Fee Proposal negotiated with DLR Group, inc., July 28, 2015, for a lump sum amount of \$3,999,280, for the following, as directed by the Board on July 16, 2015:

A. Evaluate the three remaining sites (Palafox and Airport, Palafox & Brent, and Superfund), and prioritize using objective criteria. Provide block diagrams depicting a 700-Bed facility, core space to accommodate up to 1476 inmates, and future bed space expansion to full build out at each of the sites. Participate and assist staff at the Committee of the Whole Presentation;

B. Phase I - Design Criteria Package to construct a 700-Bed Correctional Facility with core services to handle future housing unit build outs; and

C. Phase II - Design Criteria Package to construct staged follow on housing units to reach capacity of 1476 inmates, for a lump sum amount of \$3,999,280.

[Funding: Fund 352, LOST III Fund, Cost Center 290407, Detention Capital Project, Project #14SH2728]

21. Recommendation Concerning the Acceptance of a Drainage Easement  
Located at 5900 Water Spray Terrace - Joy D. Blackmon, P.E., Public Works  
Department Director

That the Board take the following action concerning the acceptance of the donation of a 20-foot-wide drainage easement, from David A. and Vicki Lynn Barnes, located at 5900 Water Spray Terrace, for the Innerarity Point Road Drainage Project:

A. Accept the donation of a 20-foot-wide drainage easement, located at 5900 Water Spray Terrace, from David A. & Vicki Lynn Barnes, for the Innerarity Point Road Drainage Project;

B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for drainage improvements, and the county benefits from the acceptance of the easement, 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, the Drainage Easement, subject to Legal review and sign-off, as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, "Innerarity Point Drainage"]

22. Recommendation Concerning Jackson Lakes Box Culvert - Claudia Simmons,  
Manager, Office of Purchasing

That the Board award Contract PD 14-15.071, for the Jackson Lakes Box Culvert to URETEK Holdings, Inc., in the amount of \$323,148.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330493, Project #ESDCE17]



23. Recommendation Concerning Temporary Medical Staffing for the Corrections Department - Claudia Simmons, Manager, Office of Purchasing

That the Board award a Multiple Award Contract PD 14-15.067, for Temporary Medical Staffing for the Corrections Department to the following firms: Staff Today, Inc., Accuire, LLC (d/b/a VForce Staffing Solutions), Nursefinders of Pensacola, LLC, and Maxim Healthcare Services, Inc., for a term of 36 months, with two options for 12-month extensions, in the estimated annual amount of \$60,000.

<b>Vendor</b>	<b>Category</b>	<b>Rate per Hour</b>
Staff Today, Inc.	RN	\$32.73 - \$42.00
	LPN	\$23.78 - \$29.27
	CMA	\$16.35 - \$19.75
	EMT	\$18.75 - \$23.19
Vforce Staffing Solutions	RN	\$39.00
	LPN	\$28.00
	CMA	\$22.50
	EMT	\$31.50
Nursefinders of Pensacola, LLC	RN	\$40.00
	LPN	\$32.00
	CMA	\$24.95
	EMT	\$25.00
Maxim Healthcare Services, Inc.	RN	\$40.00
	LPN	\$30.00
	CMA	\$24.95
	EMT	\$25.00

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

24. Recommendation Concerning Southern Light Terms and Conditions for Internet Connection Service Orders for the West Florida Public Library System - Shawn Fletcher, Information Technology Department Director

That the Board approve and authorize the County Administrator to sign the Standard Terms and Conditions by and between Southern Light, LLC, and Escambia County for a 60-month term, that shall apply to the Service Orders dated August 14, 2013. The Terms and Conditions are applicable to five existing Service Orders that were executed by the Purchasing Department in 2013, when the West Florida Public Library System was transferred to the County.

[Funding: Funds are available in current Budget, and there is no increase in rates from the August 14, 2013, Service Order]

25. Recommendation Concerning Enterprise Backup Replacement - Claudia Simmons, Manager, Office of Purchasing

That the Board award Contract # PD 14-15.072, for Enterprise Backup Replacement to SHI International Corp., in the amount of \$201,895.03.

[Funding: Fund 001, General Fund, Cost Center 270111, Object Code 56401,56801]

### III. For Discussion

1. Recommendation Concerning the Acquisition of Three Contiguous Parcels of Real Property (with Office Building) Located at 6400 North "W" Street - Joy D. Blackmon, P.E., Public Works Department Director

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

A. Authorize the purchase of three contiguous parcels of real property (approximately 3.44 acres), which include a one-story office building (approximately 12,360 square feet) located at 6400 North "W" Street, from W Street Holdings, LLC, for \$2,090,000, which is the average of two appraisals staff had performed, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of three contiguous parcels of real property (approximately 3.44 acres), which include a one-story office building (approximately 12,360 square feet), located at 6400 North "W" Street from W Street Holdings, LLC; and

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

[Funding Source: Fund 501, Internal Service Fund, CC:140836]

2. Recommendation Concerning the Amendment of the Tuition Reimbursement Policy - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the revised Policy, entitled "Tuition Reimbursement Policy," amending Section II, C.24, of the Board of County Commissioners' Policy Manual, to address certain gaps in the Policy and to provide a more general description of the applicable federal and state laws and regulations.

3. Recommendation Concerning Job-Related Education Assistance Program Policy - Thomas G. "Tom" Turner - Human Resources Department Director

That the Board adopt the Policy entitled "Job-Related Education Assistance Program" Policy for the Board of County Commissioners' Policy Manual.

4. Recommendation Concerning Rescinding the Request for Funding for It's Personal Venue, Sheila Green - Commissioner Wilson Robertson

That the Board rescind its action of June 25, 2015, approving the request by Sheila Green, It's Personal Venue, for \$30,000, to be funded from the 4th Cent Tourist Development Tax, \$10,000 from Commissioner Wilson Robertson, \$10,000 from Commissioner Doug Underhill, and \$10,000 from Commissioner Steven Barry, and return the funds to the appropriate Commissioner's 4th Tourist Development Tax Account for future reallocation.

5. Recommendation Concerning the Funding Request for the Pensacola Children's Chorus, "Seaplane, An All American Musical" - Commissioner Wilson Robertson, District 1

That the Board consider funding \$10,000 for Pensacola Children's Chorus, "Seaplane, An All American Musical", from Commissioner Wilson Robertson's 4th Cent Tourist Development Tax Fund, and approve a Purchase Order for this purpose.

[Funding: Fund 108, Tourist Development Tax Fund, Cost Center 360105, Object Code 58201]

6. Recommendation Concerning Funding for the Cantonment Homecoming Festival - Commissioner Steven Barry, District 5

That the Board Consider the request for \$2,500, to be funded from the 4th Cent Tourist Development Tax, for the Cantonment Homecoming Festival, and approve the Purchase Order for this purpose.

## **COUNTY ATTORNEY'S REPORT**

### I. For Action

1. That the Board authorize the scheduling of a Public Hearing for September 3, 2015, at 5:31 p.m. for consideration of an ordinance amending Part I of the Escambia County Code of Ordinances, as amended, amending Chapter 42, Article III, "Noise," Section 42-66, "Exemptions," to clarify the firearms exemption to the County Noise Abatement Ordinance.
2. Recommendation Concerning representation of Marilyn Wesley in the matter of Danielle Riggins v. Escambia County, as political subdivision of the State of Florida, Escambia County, Community Affairs, Department, and Marilyn Wesley, in her official capacity, as Director of the Escambia County Community Affairs Department, Case No.: 2015 CA 001258.

That the Board authorize the County Attorney's Office to provide a defense for and representation of Marilyn Wesley as the former Director of the Escambia County Community Affairs Department.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-8725**

**Proclamations 6.**

**BCC Regular Meeting**

**Meeting Date:** 08/20/2015

**Issue:** Adoption of Retirement Proclamations

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Adoption of Retirement Proclamations - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the adoption of retirement Proclamations:

- A. Adopt the Proclamation commending and congratulating Tamara J. Amaral, Corrections Officer, Corrections Department, on her 9 years of faithful and dedicated service;
- B. Adopt the Proclamation commending and congratulating Doyle Butler, Engineering Project Coordinator, Solid Waste Department, on his 22 years of faithful and dedicated service;
- C. Adopt the Proclamation commending and congratulating Marlina S. Davis, Paramedic Supervisor, Public Safety Department, on her 31 years of faithful and dedicated service;
- D. Adopt the Proclamation commending and congratulating Theresa E. Dumas, Master Corrections Officer, Corrections Department, on her 24 years of faithful and dedicated service;
- E. Adopt the Proclamation commending and congratulating William T. Farrow, Senior Corrections Officer, Corrections Department, on his 13 years of dedicated service;
- F. Adopt the Proclamation commending and congratulating Victoria A. Hayes, Corrections Lieutenant, Corrections Department, on her 25 years of faithful and dedicated service;
- G. Adopt the Proclamation commending and congratulating James C. Heist, Corrections Officer, Corrections Department, on his 13 years of faithful and dedicated service;

H. Adopt the Proclamation commending and congratulating Clela D. Jones, Laundry Specialist, Corrections Department, on her 13 years of faithful and dedicated service;

I. Adopt the Proclamation commending and congratulating Calvin E. Lymons, Master Corrections Officer, Corrections Department, on his 22 years of faithful and dedicated service;

J. Adopt the Proclamation commending and congratulating Maurice J. Mortara, Engineering Project Coordinator, Public Works Department, on his 27 years of faithful and dedicated service;

K. Adopt the Proclamation commending and congratulating Joseph G. Ryals, Corrections Lieutenant, Corrections Department, on his 29 years of faithful and dedicated service; and

L. Adopt the Proclamation commending and congratulating Deborah E. Williams, Corrections 1st Lieutenant, Corrections Department, on her 32 years of faithful and dedicated service.

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

ret procs 08202015

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## **PROCLAMATION**

***WHEREAS, Tamara J. Amaral has faithfully served the Corrections Department, Jail Division of Escambia County for over 9 years, retiring as a Corrections Officer; and***

***WHEREAS, Ms. Amaral has been an invaluable member of the Corrections team since September of 2005 when she accepted a Corrections Officer position with the Corrections Department; and***

***WHEREAS, Ms. Amaral has worked to bring kindness and love to the lives of her family and co-workers; and***

***WHEREAS, Ms. Amaral must be commended for her professional and personal dedication and service to the Corrections Department; and***

***WHEREAS, Ms. Amaral will be deeply missed by her friends and colleagues.***

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

***BE IT FURTHER PROCLAIMED*** that the Board of County Commissioners of Escambia County expresses its appreciation to Tamara J. Amaral for over 9 years of faithful and dedicated service as a County employee.

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

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*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***

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*Deputy Clerk*

*Adopted: August 20, 2015*

## **PROCLAMATION**

**WHEREAS**, Doyle Butler worked as a County employee very faithfully for 22 years, retiring as an Engineering Project Coordinator with the Waste Services Department; and

**WHEREAS**, he began his association with the County in April of 1990, as a Student Assistant while pursuing a degree in Hazardous Materials Management; and

**WHEREAS**, he served as Division Manager of the Neighborhoods and Environmental Services Department, Environmental Quality Division, overseeing beach renourishment, pitcher plant preservation, beach sand quality, wetlands preservation and beach mouse preservation; and

**WHEREAS**, Mr. Butler assisted with the acquisition of the property from two different owners for the Bayou Chico Restoration, and worked closely with Engineering Department and Soil and Water Conservation District to coordinate this project and to orchestrate the installation of wetland plants; and

**WHEREAS**, he was instrumental in Escambia County securing purchase funds from the North West Florida Water Management District for the acquisition of the sixty-six (66) acre Clark Sand Pit, which was needed for the disposal of dredge materials from the Bayou Chico navigational channel; and

**WHEREAS**, he was instrumental in working with the former Department of Community Affairs (DCA) in the Jones Swamp Land Acquisition; and

**WHEREAS**, he designed the layout for the Perdido River Walk Nature Trail, measuring exactly 1 Kilometer; and

**WHEREAS**, Mr. Butler coordinated, in conjunction with the University of Florida, the development of an Iron Remediation Pilot Study, designed to remediate and monitor the iron content in ground water at the Klondike Landfill; and

**WHEREAS**, he was instrumental in the development and subsequent construction of the Klondike Archery Range.

**NOW, THEREFORE BE IT PROCLAIMED** that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Doyle Butler on his retirement.

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Doyle Butler for 22 years of faithful and dedicated service as a County employee.

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

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*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**

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*Deputy Clerk*

*Adopted: August 20, 2015*

## **PROCLAMATION**

**WHEREAS**, Marlina S. Davis worked as a County employee very faithfully for 31 years, retiring as a Paramedic Supervisor with the Emergency Medical Services Division, Public Safety Department; and

**WHEREAS**, Marlina S. Davis has worked for many years on several projects and events to promote public safety and education for the citizens and visitors of Escambia County; and

**WHEREAS**, Marlina S. Davis worked closely with the City of Pensacola Police Department on pool safety information, and worked diligently to educate local high school students on the dangers of drinking and driving through the "Sobering Experience" demonstrations; and

**WHEREAS**, Marlina S. Davis was an instructor through the American Heart Association Training Center in three different disciplines instructing not only her fellow coworkers, but the general public as well, and finally she demonstrated her commitment to the betterment of EMS systems within the State of Florida while serving two years on a Bureau of EMS Grant Review Committee to ensure EMS systems received grants to help improve their pre-hospital care within their own communities.

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

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Marlina S. Davis for 31 years of faithful and dedicated service as a County employee.

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

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*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**

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*Deputy Clerk*

*Adopted: August 20, 2015*

**PROCLAMATION**

***HEREAS***, Theresa E. Dumas has faithfully served the Corrections Department, Jail Division of Escambia County for over 24 years, retiring as a Master Corrections Officer; and

***WHEREAS***, Ms. Dumas has been an invaluable member of the Corrections team since August of 1990 when she accepted a Corrections Officer position with the Corrections Department; and

***WHEREAS***, Ms. Dumas has worked to bring kindness and love to the lives of her family and co-workers; and

***WHEREAS***, Ms. Dumas must be commended for her professional and personal dedication and service to the Corrections Department; and

***WHEREAS***, Ms. Dumas will be deeply missed by her friends and colleagues.

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

***BE IT FURTHER PROCLAIMED*** that the Board of County Commissioners of Escambia County expresses its appreciation to Theresa E. Dumas for over 24 years of faithful and dedicated service as a County employee.

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

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*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***

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*Deputy Clerk*

*Adopted: August 20, 2015*

## **PROCLAMATION**

***WHEREAS***, William T. Farrow has faithfully served the Corrections Department, Jail Division of Escambia County for over 13 years, retiring as a Senior Corrections Officer; and

***WHEREAS***, Mr. Farrow has been an invaluable member of the Corrections team since December of 2001 when he accepted a Corrections Officer position with the Corrections Department; and

***WHEREAS***, Mr. Farrow has worked to bring kindness and love to the lives of his family and co-workers; and

***WHEREAS***, Mr. Farrow must be commended for his professional and personal dedication and service to the Corrections Department; and

***WHEREAS***, Mr. Farrow will be deeply missed by his friends and colleagues.

***NOW, THEREFORE BE IT PROCLAIMED*** that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates William T. Farrow on his retirement.

***BE IT FURTHER PROCLAIMED*** that the Board of County Commissioners of Escambia County expresses its appreciation to William T. Farrow for over 24 years of faithful and dedicated service as a County employee.

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

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*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*

*Adopted: August 20, 2015*

## **PROCLAMATION**

***WHEREAS, Victoria A. Hayes has faithfully served the Corrections Department, Jail Division of Escambia County for over 25 years, retiring as a Corrections Lieutenant; and***

***WHEREAS, Ms. Hayes has been an invaluable member of the Corrections team since October of 1989 when she accepted a Corrections Officer position with the Corrections Department; and***

***WHEREAS, Ms. Hayes has worked to bring kindness and love to the lives of her family and co-workers; and***

***WHEREAS, Ms. Hayes must be commended for her professional and personal dedication and service to the Corrections Department; and***

***WHEREAS, Ms. Hayes will be deeply missed by her friends and colleagues.***

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

***BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Victoria A. Hayes for over 25 years of faithful and dedicated service as a County employee.***

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

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*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*

*Adopted: August 20, 2015*

## **PROCLAMATION**

***WHEREAS, James C. Heist has faithfully served the Corrections Department, Jail Division of Escambia County for over 13 years, retiring as a Corrections Officer; and***

***WHEREAS, Mr. Heist has been an invaluable member of the Corrections team since February of 2002 when he accepted a Corrections Officer position with the Corrections Department; and***

***WHEREAS, Mr. Heist has worked to bring kindness and love to the lives of his family and co-workers; and***

***WHEREAS, Mr. Heist must be commended for his professional and personal dedication and service to the Corrections Department; and***

***WHEREAS, Mr. Heist will be deeply missed by his friends and colleagues.***

***NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates James C. Heist on his retirement.***

***BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to James C. Heist for over 13 years of faithful and dedicated service as a County employee.***

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

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*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*

***Adopted: August 20, 2015***

## **PROCLAMATION**

***WHEREAS, Cleta D. Jones has faithfully served the Corrections Department, Jail Division of Escambia County for over 16 years, retiring as a Laundry Specialist; and***

***WHEREAS, Ms. Jones has been an invaluable member of the Corrections team since January of 1999 when she accepted a Laundry Specialist position with the Corrections Department, Jail Division; and***

***WHEREAS, Ms. Jones has worked to bring kindness and love to the lives of her family and co-workers; and***

***WHEREAS, Ms. Jones must be commended for her professional and personal dedication and service to the Corrections Department, Jail Division; and***

***WHEREAS, Ms. Jones will be deeply missed by her friends and colleagues.***

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

***BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Cleta D. Jones for over 16 years of faithful and dedicated service as a County employee.***

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

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*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*

*Adopted: August 20, 2015*



## **PROCLAMATION**

***WHEREAS, Calvin E. Lymons has faithfully served the Corrections Department, Jail Division of Escambia County for over 22 years, retiring as a Master Corrections Officer; and***

***WHEREAS, Mr. Lymons has been an invaluable member of the Corrections team since May of 1993 when he accepted a Corrections Officer position with the Corrections Department; and***

***WHEREAS, Mr. Lymons has worked to bring kindness and love to the lives of his family and co-workers; and***

***WHEREAS, Mr. Lymons must be commended for his professional and personal dedication and service to the Corrections Department; and***

***WHEREAS, Mr. Lymons will be deeply missed by his friends and colleagues.***

***NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Calvin E. Lymons on his retirement.***

***BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Calvin E. Lymons for over 22 years of faithful and dedicated service as a County employee.***

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

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*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*

***Adopted: August 20, 2015***

## **PROCLAMATION**

***WHEREAS, Maurice J. Mortara worked as a County employee very faithfully for 27 years, retiring as an Engineering Project Coordinator with the Public Works Department, Engineering Division; and***

***WHEREAS, Mr. Mortara began his employment with Escambia County in 1988 as an Engineering Technician, working on roads and drainage drafting and design, including the initial drafting, design and construction for the modernization and environmental permitting for the existing Escambia County Solid Waste Department facility; and***

***WHEREAS, Mr. Mortara worked in many capacities over the course of his 27 years with Escambia County, including as the Engineering Division's Drafting/Design Supervisor, coordinator for the Pavement Management System, Inspections Supervisor for DRC, and Engineer I; and***

***WHEREAS, Mr. Mortara managed design and construction for several major paving, drainage, sidewalk and water quality projects including the Lexington Terrace Stormwater Retrofit, the Southwest Greenway Trail, Ten Mile Creek East, Ensley Area Improvements and the Detroit Johnson Realignment Projects; and***

***WHEREAS, Mr. Mortara, throughout his tenure with Escambia County Engineering, attended courses regarding, and obtained certifications in construction practices, management practices, supervisory skills, safety practices and state/federal environmental regulatory requirements, and served on safety committees, supervisory committees, process improvement committees, the Sterling Award committee, among others; and***

***WHEREAS, Mr. Mortara was selected 1993 Employee of the Year for the Solid Waste Department, Escambia County's Employee of the Month for August 2006, and was selected as Employee of the Month for the Engineering and DRC Divisions over half a dozen times, and received the Commitment to Quality, Star and Eagle Awards; and***

***WHEREAS, Mr. Mortara is considered by his supervisors, peers and co-workers to be a consummate professional, loyal, diligent in his duties and well-liked and respected.***

***NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Maurice J. Mortara on his retirement.***

***BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Maurice J. Mortara for 27 years of faithful and dedicated service as a County employee.***

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

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*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**

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*Deputy Clerk*

***Adopted: August 20, 2015***

## **PROCLAMATION**

***WHEREAS, Joseph G. Ryals has faithfully served the Corrections Department, Jail Division of Escambia County for over 29 years, retiring as a Corrections Lieutenant; and***

***WHEREAS, Mr. Ryals has been an invaluable member of the Corrections team since May of 1986 when he accepted a Corrections Officer position with the Corrections Department; and***

***WHEREAS, Mr. Ryals has worked to bring kindness and love to the lives of his family and co-workers; and***

***WHEREAS, Mr. Ryals must be commended for his professional and personal dedication and service to the Corrections Department; and***

***WHEREAS, Mr. Ryals will be deeply missed by his friends and colleagues.***

***NOW, THEREFORE BE IT PROCLAIMED*** that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Joseph G. Ryals on his retirement.

***BE IT FURTHER PROCLAIMED*** that the Board of County Commissioners of Escambia County expresses its appreciation to Joseph G. Ryals for over 29 years of faithful and dedicated service as a County employee.

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

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*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***

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*Deputy Clerk*

*Adopted: August 20, 2015*

## **PROCLAMATION**

**WHEREAS**, Deborah E. Williams has faithfully served the Corrections Department, Jail Division of Escambia County for over 32 years, retiring as a Corrections 1<sup>st</sup> Lieutenant; and

**WHEREAS**, Ms. Williams has been an invaluable member of the Corrections team since May of 1983 when she accepted a Corrections Officer position with the Corrections Department; and

**WHEREAS**, Ms. Williams has worked to bring kindness and love to the lives of her family and co-workers; and

**WHEREAS**, Ms. Williams must be commended for her professional and personal dedication and service to the Corrections Department; and

**WHEREAS**, Ms. Williams will be deeply missed by her friends and colleagues.

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

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Deborah E. Williams for over 32 years of faithful and dedicated service as a County employee.

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

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*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*

*Adopted: August 20, 2015*



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8672**

**Public Hearings 8.**

#### **BCC Regular Meeting**

**Meeting Date:** 08/20/2015

**Issue:** 5:31 p.m. Public Hearing Regarding the Fiscal 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation

**From:** Derek Whidden, Grants Coordinator

**Organization:** Escambia County Sheriff's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

5:31 p.m. Public Hearing concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Fiscal Year 2015 Local Solicitation.

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2015 Local Solicitation":

A. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2015 Local Solicitation" funds; total estimated amount of funds for Escambia County, Florida, is \$126,526;

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

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

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

#### **BACKGROUND:**

The Department of Justice requires applicants allow for public comment prior to the award of any funding under this program on its intended uses to the extent applicable law or established procedures make such opportunity available. The grantee will use the JAG grant to support law enforcement initiatives. Specifically, to fund the overtime salaries for sworn law enforcement officers for following units: Bike Patrol. Primary objective is the reduction of street level crimes through effective neighborhood bike patrol policing in Escambia County Florida. Funding will also be used to purchase a robotic-based platform to be used in hostage situations and tactical officer safety.

**BUDGETARY IMPACT:**

There are no matching grant requirements for this grant.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

FY 2015 JAG Local Solicitation

Abstract and Project Identifiers

Application

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

## **Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2015 Local Solicitation**

### **Eligibility**

Applicants are limited to units of local government appearing on the FY 2015 JAG Allocations List. To view this list, go to [www.bja.gov/programs/jag/15jagallocations.html](http://www.bja.gov/programs/jag/15jagallocations.html). For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff.

For additional eligibility information, see section [C. Eligibility Information](#).

### **Deadline**

Applicants must register in [OJP's Grants Management System](#) (GMS) prior to submitting an application for this funding opportunity. Registration is required for all applicants, even those previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 8:00 p.m. eastern time on June 26, 2015.

For additional information, see "[How to Apply](#)" in Section [D. Application and Submission Information](#).

### **Contact Information**

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

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

below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under “Experiencing Unforeseen GMS Technical Issues” in the [How to Apply](#) section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email [responsecenter@ncjrs.gov](mailto:responsecenter@ncjrs.gov); fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. You may also contact your [State Policy Advisor](#).

Release date: May 12, 2015



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# **Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2015 Local Solicitation (CFDA #16.738)**

## **A. Program Description**

### **Overview**

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

### **Program-Specific Information**

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

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

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

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

### **Goals, Objectives, and Deliverables**

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

### **Evidence-Based Programs or Practices**

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

- Improving the quantity and quality of evidence OJP generates.

- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's [CrimeSolutions.gov](http://CrimeSolutions.gov) web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Crime Policy](http://CenterforEvidenceBasedCrimePolicy.org) at George Mason University. In the reentry field, a summary of research-based reentry strategies is available on the National Reentry Resource Center's [What Works in Reentry Clearinghouse](http://WhatWorksInReentry.org). BJA offers a number of program models designed to effectively implement evidence-based strategies including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense and Smart Prosecution. BJA encourages states to use JAG funds to support these "smart on crime" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

### **JAG Priority Areas**

BJA recognizes that there are significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. The following priorities represent key areas where BJA will focus nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership:

#### Reducing Gun Violence

Gun violence has touched nearly every state, county, city, town, and tribal government in America. In an effort to address this continuing need BJA encourages states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the Federal Bureau of Investigation's (FBI) [National Instant Criminal Background Check System \(NICS\)](http://NationalInstantCriminalBackgroundCheckSystem.org) and provide active shooter response training to law enforcement officers and first responders.

While our nation has made great strides in reducing violent crime over the last decade, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. In 2014, as part of BJA's longstanding commitment to support effective strategies to reduce violent crime, BJA launched the [Violence Reduction Network](http://ViolenceReductionNetwork.org). By the end of FY 2015, 10 VRN sites, working with a broad network of federal, state, and local partners will be implementing data-driven evidence-based strategies to reduce deeply entrenched violent crime in those communities. SAAs and localities with VRN sites are strongly

encouraged to join the VRN and help address funding gaps in violence reduction efforts in those communities. For information on VRN, see [www.bja.gov/Programs/VRN.html](http://www.bja.gov/Programs/VRN.html).

#### Body-Worn Cameras, Storage, and Policies

Over the past several years, law enforcement agencies across the country have begun equipping their officers with body-worn cameras (BWCs). The important benefits of BWCs, and the challenges in implementing BWC programs, are highlighted in several recent publications: see the Office of Justice Programs' Diagnostic Center report [Police Officer Body-Worn Cameras: Assessing the Evidence](#), and the COPS Office and Police Executive Research Forum paper, [Implementing A Body-Worn Camera Program: Recommendations and Lessons Learned](#).

JAG funding is an important potential source of funding for law enforcement agencies implementing new BWC programs or enhancing existing programs. JAG funds may be used to purchase BWCs and for costs associated with the BWC program, such as storage and policy development. Similarly, SAAs are encouraged to use either their Variable Pass-Through (VPT) or their "less than \$10,000" funding that is added into the state award to set aside funds to assist small departments in implementing BWC programs.

Agencies using JAG funds to purchase BWC equipment or to implement or enhance BWC programs should, as a best practice, have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. Officers, prosecutors, defenders, victims and privacy advocates, and community groups should be consulted early in the BWC policy development process to guide and inform policy and procurement decisions. BJA plans to release a BWC Toolkit and web site in spring 2015 that will share model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

#### Recidivism Reduction, Pretrial Reform, and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision of non-violent offenders coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pretrial Justice Institute, see [www.pretrial.org](http://www.pretrial.org). Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts.

Another promising approach to justice systems reform is the [Justice Reinvestment Initiative](#) (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 17 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvesting in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's [Justice Reinvestment Initiative State Assessment Report](#).)

#### Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community, as

indigent defense reform continues to be a concern that needs to be addressed across the nation. In 2002, the American Bar Association (ABA) published [Ten Principles of a Public Defense Delivery System](#) which represent fundamental building blocks for implementing quality legal representation for indigent defendants.

#### Improving Mental Health Services

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See [Adults with Behavioral Health Needs under Correctional Supervision](#).) BJA provides technical assistance to states with increasing access to health care benefits. Information can be found at: [www.bjatrain.org](http://www.bjatrain.org).

## **B. Federal Award Information**

BJA estimates that it will make up to 1,100 Local and 56 State/Territory awards totaling an estimated \$255.7 million.

Awards of at least \$25,000 are 4 years in length, and award periods will be from October 1, 2014 through September 30, 2018. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and award periods will be from October 1, 2014 through September 30, 2016. Extensions of up to 2 years can be requested for these awards via GMS no less than 30 days prior to the grant end date, and will be automatically granted upon request.

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

Eligible allocations under JAG are posted annually on BJA's JAG web page: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59).

#### **Type of Award<sup>1</sup>**

BJA expects that it will make any award from this solicitation in the form of a grant.

JAG awards are based on a statutory formula as described below:

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<sup>1</sup> See generally 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements (a type of grant)).

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

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

### **Financial Management and System of Internal Controls**

If selected for funding, the award recipient must:

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

(c) Evaluate and monitor the non-federal entity's compliance with statute, regulations and the terms and conditions of federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, award applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available [here](#).

### **Budget Information**

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

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

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

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

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

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

Prohibited and Controlled Uses – JAG funds may only be expended within the JAG purpose areas. Within these purpose areas JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety. In addition, JAG funds may not be used directly or indirectly to purchase items listed at: [www.bja.gov/Funding/JAGControlledPurchaseList.pdf](http://www.bja.gov/Funding/JAGControlledPurchaseList.pdf).



This JAG controlled purchase list represents a combination of BJA controlled items and those controlled under the Executive Order on “Federal Support for Local Law Enforcement Equipment Acquisition” that was signed on January 16, 2015. Pursuant to Executive Order 13688 (Federal Support for Local Law Enforcement Equipment Acquisition), a federal inter-agency working group has been charged with, among other things, ‘developing a consistent Government-wide list of controlled equipment allowable for acquisition by LEAs, as well as a list of those items that can only be transferred with special authorization and use limitations.’ The working group’s recommendations, which are due to be delivered to the President in mid-May, may alter the BJA controlled items list. Grantees are reminded that they must follow the most current version of the controlled items list in order to purchase the equipment.

No items on this list can be purchased without first submitting a detailed justification that supports the need for this equipment. Applicants must show both extraordinary and exigent circumstances that require the purchase of such equipment. Upon approval from the BJA Director, this equipment may be purchased with JAG funds. Grantees are **strongly encouraged** to submit this justification at the time of application. In particular, any justification that cannot show the exigent nature of the purchase and why it could not be submitted at time of application will not be approved.

Please note that the Controlled Equipment List also includes items that are strictly prohibited under JAG.

Additional information on JAG controlled and prohibited items, along with the process for requesting a waiver to obtain BJA certification for any controlled item, can be found within the JAG FAQs: [www.bja.gov/Funding/JAGFAQ.pdf](http://www.bja.gov/Funding/JAGFAQ.pdf).

### **Cost Sharing or Match Requirement**

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

### **Pre-Agreement Cost Approvals**

OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee’s approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs before submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP’s consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the [Financial Guide](#), for more information.

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

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully – before submitting an application – the OJP policy and guidance on conference approval, planning, and reporting available at [www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm](http://www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm). OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative



agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

### **Costs Associated with Language Assistance (if applicable)**

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

For additional information, see the "Civil Rights Compliance" section under "Solicitation Requirements" in the [OJP Funding Resource Center](#).

### **Other JAG Requirements**

#### Body Armor Certification

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

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at [www.bja.gov/Funding/JAGFAQ.pdf](http://www.bja.gov/Funding/JAGFAQ.pdf). This policy must be in place for at least all uniformed officers before any FY 2015 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the Authorized Representative and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center [vests@usdoj.gov](mailto:vests@usdoj.gov) or toll free at 1-877-758-3787.

A copy of the certification related to the mandatory wear can be found at:  
[www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf](http://www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf).

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

If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at [www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx](http://www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx).

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

#### Interoperable Communications

Grantees (including subgrantees) that are using FY 2015 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:

- Compliance with [the FY 2015 SAFECOM Guidance on Emergency Communications Grants](#) (including provisions on technical standards that ensure and enhance interoperable communications).
- Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.
- Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact [OEC@hq.dhs.gov](mailto:OEC@hq.dhs.gov).
- All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

## **JAG Showcase**

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

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. If you have a JAG Success Story you would like to submit, sign in to your [My BJA account](#) to access the Success Story Submission form. If you do not have a [My BJA account](#), please [Register](#). Once you register, one of the available areas on your *My BJA* page will be "My Success Stories." Within this box, you will see an option to add a *Success Story*.

Once reviewed and approved by BJA, all success stories will appear on the [BJA Success Story web page](#).

## **C. Eligibility Information**

For eligibility information, please see the Title Page.

### **Cost Sharing or Match Requirement**

For additional information on cost sharing or match requirement, see Section [B. Federal Award Information](#).

### **Limit on Number of Application Submissions**

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. For more information on system-validated versions, see [How to Apply](#).

## **D. Application and Submission Information**

### **What an Application Should Include**

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

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the "Note on File Names and File Types" under [How to Apply](#) to be sure applications are submitted in permitted formats.

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

*OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Resumes”) for all attachments. Also, OJP recommends that applicants include resumes in a single file.*

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

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

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

**Intergovernmental Review:** This funding opportunity is subject to [Executive Order 12372](#). Applicants may find the names and addresses of their state’s Single Point of Contact (SPOC) at the following web site: [www.whitehouse.gov/omb/grants\\_spoc/](http://www.whitehouse.gov/omb/grants_spoc/). Applicants whose state appears on the SPOC list must contact their state’s SPOC to find out about, and comply with, the state’s process under Executive Order 12372. In completing the SF-424, applicants whose state appears on the SPOC list are to make the appropriate selection in response to question 19 once the applicant has complied with their state’s E.O. 12372 process. (Applicants whose state does not appear on the SPOC list are to make the appropriate selection in response to question 19 to indicate that the “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

### **2. Project Abstract**

Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be—

- Written for a general public audience and submitted as a separate attachment with “Project Abstract” as part of its file name.
- Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, and a description of the project strategy, any significant partnerships and anticipated outcomes.
- Identify up to 5 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at [www.bja.gov/funding/JAGIdentifiers.pdf](http://www.bja.gov/funding/JAGIdentifiers.pdf).

As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

### **3. Program Narrative**

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

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

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures.

#### **Note on Project Evaluations**

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

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

#### **4. Budget Detail Worksheet and Budget Narrative**

##### **a. Budget Detail Worksheet**

A sample Budget Detail Worksheet can be found at [www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf](http://www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf). Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet.

For questions pertaining to budget and examples of allowable and unallowable costs, see the Financial Guide at [www.ojp.gov/financialguide/index.htm](http://www.ojp.gov/financialguide/index.htm).

##### **b. Budget Narrative**

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project

activities). This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas.

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

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

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

**d. Pre-Agreement Costs**

For information on pre-agreement costs, see “Pre-Agreement Cost Approvals” under Section [B. Federal Award Information](#)

**5. Indirect Cost Rate Agreement (if applicable)**

Indirect costs are allowed only if the applicant has a current federally approved indirect cost rate. (This requirement does not apply to units of local government.) Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant’s accounting system permits, costs may be allocated in the direct cost categories. For the definition of Cognizant Federal Agency, see the “Glossary of Terms” in the [Financial Guide](#). For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov). If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at [www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf](http://www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf).

**6. Tribal Authorizing Resolution (if applicable)**

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action



without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

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

## **7. Applicant Disclosure of High Risk Status**

Any applicants currently designated as high risk by another federal grant making agency must disclose that status. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to [OJPComplianceReporting@usdoj.gov](mailto:OJPComplianceReporting@usdoj.gov) at the time of application submission:

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

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

## **8. Additional Attachments**

### **a. Review Narrative**

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

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

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to the (**provide name of governing body**) for its review and comment on (**provide date**); or intends to do so on (**provide date**).

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to citizens for comment prior to application submission by (**provide means of**

**notification**); or the application has not yet been made available for public review/comment.

**b. Memorandum of Understanding (if applicable)**

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

**c. Applicant Disclosure of Pending Applications**

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

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

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

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

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

Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same



project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.”).

**d. Research and Evaluation Independence and Integrity**

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity, both in this proposal and as it may relate to the applicant's other current or prior related projects. This documentation may be included as an attachment to the application which addresses BOTH i. and ii. below.

i. For purposes of this solicitation, applicants must document research and evaluation independence and integrity by including, at a minimum, one of the following two items:

a. A specific assurance that the applicant has reviewed its proposal to identify any research integrity issues (including all principal investigators and sub-recipients) and it has concluded that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or sub-recipients responsible for the research and evaluation or on the part of the applicant organization;

OR

b. A specific listing of actual or perceived conflicts of interest that the applicant has identified in relation to this proposal. These conflicts could be either personal (related to specific staff, consultants, and/or sub-recipients) or organizational (related to the applicant or any subgrantee organization). Examples of potential investigator (or other personal) conflict situations may include, but are not limited to, those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

ii. In addition, for purposes of this solicitation applicants must address the issue of possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

a. If an applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative

explanation of how and why it reached that conclusion. Applicants **MUST** also include an explanation of the specific processes and procedures that the applicant will put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

OR

- b. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

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

## 9. Financial Management and System of Internal Controls Questionnaire

In accordance with [2 CFR 200.205](#), Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. To facilitate part of this risk evaluation, **all** applicants (other than an individual) are to download, complete, and submit this [form](#).

## 10. Disclosure of Lobbying Activities

Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities ([SF-LLL](#)).

## How to Apply

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

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

OJP may not make a federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements. If an applicant has not fully complied with the requirements by the time the federal awarding agency is ready to make a federal award, the federal awarding agency may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

All applicants should complete the following steps:

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

**2. Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

Information about SAM registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

**3. Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](http://www.gms.gov) home page. For more information on how to register in GMS, go to [www.ojp.gov/gmscbt](http://www.ojp.gov/gmscbt).

**4. Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

**5. Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select BJA and the **FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**.

**6. Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this funding opportunity and create an application in the system.

7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

**Note: Duplicate Applications**

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. See Note on “File Names and File Types” under [How to Apply](#).

**Experiencing Unforeseen GMS Technical Issues**

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

The following conditions are generally insufficient to justify late submissions:

- Failure to register in SAM or GMS in sufficient time
- Failure to follow GMS instructions on how to register and apply as posted on the GMS web site
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant’s computer or information technology environment, including firewalls

**Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page at**

**[www.ojp.gov/funding/Explore/CurrentFundingOpportunities.htm](http://www.ojp.gov/funding/Explore/CurrentFundingOpportunities.htm).**

## **E. Application Review Information**

### **Review Process**

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

OJP reviews applications for potential awards to evaluate the risks posed by applicants before they receive an award. This review may include but is not limited to the following:

1. Financial stability and fiscal integrity
2. Quality of management systems and ability to meet the management standards prescribed in the Financial Guide
3. History of performance
4. Reports and findings from audits
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-federal entities

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

## **F. Federal Award Administration Information**

### **Federal Award Notices**

OJP award notification will be sent from GMS. Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

### **Administrative, National Policy, and other Legal Requirements**

If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements **prior** to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent information on its [Solicitation Requirements](#) page of the [OJP Funding Resource Center](#) webpages.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of the [OJP Funding Resource Center](#) and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)
- [Standard Assurances](#)

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements<sup>2</sup> with which recipients of federal funding must comply; uniform administrative requirements, cost principles,

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<sup>2</sup> See generally 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 (FFATA)).

and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones, or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP's [Mandatory Award Terms and Conditions](#) page of the [OJP Funding Resource Center](#).

### **General Information about Post-Federal Award Reporting Requirements**

Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, an annual audit report in accordance with 2 CFR Part 200, if applicable, and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System ([FSRS](#)) as necessary. Future awards and fund drawdowns may be withheld if reports are delinquent.

Special Reporting requirements may be required by OJP depending on the statutory, legislative or administrative requirements of the recipient or the program.

## **G. Federal Awarding Agency Contact(s)**

For additional Federal Awarding Agency Contact(s), see Title Page.

For additional contact information for GMS, see the Title page.

## **H. Other Information**

### **Provide Feedback to OJP**

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

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

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

## Application Checklist

### Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2015 Local Solicitation

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

#### What an Applicant Should Do:

##### *Prior to Registering in GMS:*

- \_\_\_\_\_ Acquire a DUNS Number (see page 21)
- \_\_\_\_\_ Acquire or renew registration with SAM (see page 21)

##### *To Register with GMS:*

- \_\_\_\_\_ For new users, acquire a GMS username and password\* (see page 21)
- \_\_\_\_\_ For existing users, check GMS username and password\* to ensure account access (see page 21)
- \_\_\_\_\_ Verify SAM registration in GMS (see page 21)
- \_\_\_\_\_ Search for correct funding opportunity in GMS (see page 21)
- \_\_\_\_\_ Select correct funding opportunity in GMS (see page 21)
- \_\_\_\_\_ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 21)
- \_\_\_\_\_ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 22)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

#### General Requirements:

- \_\_\_\_\_ Review [Solicitation Requirements](#) webpage in the OJP Funding Resource Center.

#### Scope Requirement:

- \_\_\_\_\_ The federal amount requested is within the allowable limit(s) of the FY 2015 JAG Allocations List as listed on BJA's [JAG web page](#)

#### Eligibility Requirement:

- \_\_\_\_\_ State/Territory listed as the legal name on the application corresponds with the eligible State/Territory listed on BJA's [JAG web page](#)

#### What an Application Should Include:

- \_\_\_\_\_ Application for Federal Assistance (SF-424) (see page 14)
- \_\_\_\_\_ Project Abstract (see page 14)
- \_\_\_\_\_ Program Narrative (see page 14)
- \_\_\_\_\_ Budget Detail Worksheet (see page 15)
- \_\_\_\_\_ Budget Narrative (see page 15)
- \_\_\_\_\_ Read OJP policy and guidance on conference approval, planning, and reporting



available at

[www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm](http://www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm)

(see page 10)

- \_\_\_\_\_ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 20)
- \_\_\_\_\_ Indirect Cost Rate Agreement (if applicable) (see page 16)
- \_\_\_\_\_ Tribal Authorizing Resolution (if applicable) (see page 16)
- \_\_\_\_\_ Applicant Disclosure of High Risk Status (see page 16)
- \_\_\_\_\_ Additional Attachments
  - \_\_\_\_\_ Review Narrative (see page 17)
  - \_\_\_\_\_ Applicant Disclosure of Pending Applications (see page 18)
  - \_\_\_\_\_ Research and Evaluation Independence and Integrity (see page 19)
- \_\_\_\_\_ Financial Management and System of Internal Controls Questionnaire (if applicable) (see page 20)



# **Abstract:**

## **BJA FY15 Edward Byrne Justice Assistance Grant Program**

### **Escambia County Florida**

The grantee will use the JAG grant to support law enforcement initiatives. Specifically, to fund the overtime salaries for sworn law enforcement officers for following units: Bike Patrol. Primary objective is the reduction of street level crimes through effective neighborhood bike patrol policing in Escambia County Florida. Funding will also be used to purchase a robotic-based platform to be used in hostage situations and tactical officer safety.

#### **Project Identifiers**

Equipment -- Tactical

Officer Safety

Policing

Overtime

Violence- Violent Crime



# BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2015-H4303-FL-DJ


[Application](#)
[Correspondence](#)

Switch to ...

**Review SF-424** [Print a Copy](#)
**Application Handbook**
[Overview](#)
[Applicant Information](#)
[Project Information](#)
[Budget and Program Attachments](#)
[Assurances and Certifications](#)
[Review SF 424](#)
[Submit Application](#)
[Help/Frequently Asked Questions](#)
[GMS Home](#)
[Log Off](#)

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>		<b>2. DATE SUBMITTED</b> July 13, 2015	<b>Applicant Identifier</b>
<b>1. TYPE OF SUBMISSION</b> Application Non-Construction	<b>3. DATE RECEIVED BY STATE</b>		<b>State Application Identifier</b>
	<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>		<b>Federal Identifier</b>
<b>5. APPLICANT INFORMATION</b>			
<b>Legal Name</b> County of Escambia		<b>Organizational Unit</b> Sheriff's Office	
<b>Address</b> 1700 West Leonard Street Pensacola, Florida 32501-1197		<b>Name and telephone number of the person to be contacted on matters involving this application</b>  Whidden, Derek (850) 436-9144	
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN)</b> 59-6000602		<b>7. TYPE OF APPLICANT</b> County	
<b>8. TYPE OF APPLICATION</b> New		<b>9. NAME OF FEDERAL AGENCY</b> Bureau of Justice Assistance	
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE</b>  NUMBER: 16.738 CFDA: EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT</b>  2015 Escambia County Sheriff JAG Street Level Crimes and Hostage Technology	
<b>12. AREAS AFFECTED BY PROJECT</b> Escambia County			
<b>13. PROPOSED PROJECT</b> Start Date: October 01, 2014 End Date: September 30, 2018		<b>14. CONGRESSIONAL DISTRICTS OF</b>  a. Applicant b. Project FL01	
<b>15. ESTIMATED FUNDING</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>	
Federal	\$126,526	Program has not been selected by state for review	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		

Program Income	\$0	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>  N
TOTAL	\$126,526	

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION  
PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY  
AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL  
COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.**

Continue



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8646**

**Public Hearings 9.**

#### **BCC Regular Meeting**

**Meeting Date:** 08/20/2015

**Issue:** 5:32 p.m. Public Hearing - Vacate a Portion of an Unimproved Right-of-Way in National Land Sales Company Subdivision

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

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of an unimproved right-of-way in the National Land Sales Company Subdivision.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of an unimproved right-of-way in the National Land Sales Company Subdivision (30 feet x 1,317.45 feet or 0.90 acres), as petitioned by The Busbee Limited Partnership and Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006:

- A. Approve the Petition to Vacate a portion of an unimproved right-of-way in the National Land Sales Company Subdivision (30 feet x 1,317.45 feet or 0.90 acres);
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

#### **BACKGROUND:**

Petitioners own property on both sides of the 30' wide unimproved right-of-way as shown on the Plat of the National Land Sales Company Subdivision as recorded in Plat Deed Book 102 at Page 600 of the public records of Escambia County, Florida. The National Land Sales Subdivision is located north of State Highway 90A (West Nine Mile Road) and west of Tower Ridge Road in the Beulah area. The petitioner is requesting that the Board vacate any interest the County has in the 30-foot wide right-of-way (30 feet by 1317.45 feet or 0.90 acres) abutting the boundaries of Petitioner's property. Staff has made no representations to the Petitioners or the Petitioners' agent that Board approval

of this request confirms the vesting or return of title of the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been contacted and have no objections to the requested vacation. 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 recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Petition

Hold Harmless

Resolution

Notice of Adoption

Plat Deed Book 102 Page 600

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.**

Petitioners, hereby file this Petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a Right of Way in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A," and further state as follows:

1. That the Petitioners, Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006, and The Busbee Limited Partnership presently own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

THAT PORTION OF THE 30' RIGHT OF WAY AS SHOWN ON THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 32 WEST, AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING WEST OF BLOCK 3, EAST OF BLOCK 4, AND BEING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 OF SAID BLOCK 4 AND NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 OF SAID BLOCK 4 OF THE ABOVE SAID NATIONAL LAND SALES COMPANY'S SUBDIVISION.

LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

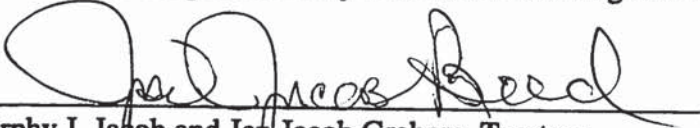
2. That the Petitioners, Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006 The Busbee Limited Partnership desire that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 1, Township 1 South, Range 32 West and recorded in Book 102, at Page 600 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(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.



Petitioners acknowledge that:

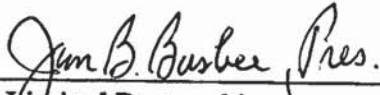
Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interest party. Any interested 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.



Murphy J. Jacob and Jan Jacob Graham, Trustees  
of the Murphy J. Jacob Revocable Trust Agreement  
dated April 18, 2006

Address: 1005 Potomac Drive, Pensacola, Florida 32505  
Phone Number: 850-324-5460

Agent: Kerry Anne Schultz, Esq.  
2045 Fountain Professional Court, Suite A  
Navarre, Florida 32566  
850-939-3535



The Busbee Limited Partnership

Address: 1 South A Street, Suite 104, Pensacola, Florida 32501  
Phone Number: 850-469-1000

Agent: Kerry Anne Schultz, Esq.  
2045 Fountain Professional Court, Suite A  
Navarre, Florida 32566  
850-939-3535

## **HOLD HARMLESS AGREEMENT**

WHEREAS, Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006, and The Busbee Limited Partnership hereafter called "Petitioners" have requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, *Florida Statutes*, and Vacation Policy – Section III(A) of the Board of County Commissioners; and

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

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

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

THAT PORTION OF THE 30' RIGHT OF WAY AS SHOWN ON THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 32 WEST, AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING WEST OF BLOCK 3, EAST OF BLOCK 4, AND BEING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 OF SAID BLOCK 4 AND NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 OF SAID BLOCK 4 OF THE ABOVE SAID NATIONAL LAND SALES COMPANY'S SUBDIVISION.

LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

2. Petitioners, hereby covenant(s) and agree(s) that they have complied with all Requirements of Chapter 336, *Florida Statutes* and Vacation Policy – Section III (A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.
3. Petitioners, hereby covenant and warrant that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein. Petitioners, further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, cost, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.



Executed in the presence of:

Ronald C. Busbee Jr.

Witness

RONALD C. BUSBEE JR.

Print or type name

Robin L. Reed

Witness

Robin L. Reed

Print or type name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

San Jacob Reed

Petitioner(s)

San Jacob Reed

Print or type name(s)

Date: 6/16/2015

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 20 15, by San Jacob Reed, Trustee of the Murphy J. Jacob Revocable Trust Agreement. He/She is (X) personally known to me, (  ) produced current Florida/Other \_\_\_\_\_ driver's license as identification, and/or (  ) produced current \_\_\_\_\_ as identification.

Notary Public

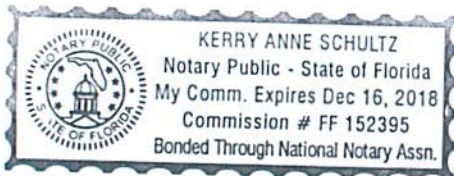
Print or type name

Kerry Anne Schultz

(Notary Seal must be affixed)

Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

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

Approved by the B.C.C. on: \_\_\_\_\_

Executed in the presence of:

Donald C. Busbee Jr.

Witness

RONALD C. BUSBEE JR

Print or type name

Jina K. Busbee

Witness

JINA K. BUSBEE

Print or type name

Jan B. Busbee Pres.

Petitioner(s)

JAN B. BUSBEE

Print or type name(s)

Date: 6/16/2015

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2015, by Jan B. Busbee, President of The Busbee Limited Partnership. He/She is (X) personally known to me, (  ) produced current Florida/Other    driver's license as identification, and/or (  ) produced current    as identification.

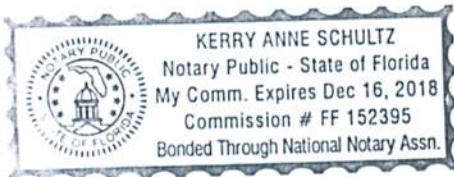
Kerry Anne Schultz

Notary Public

Commission Expires:   

Commission Number:   

(Notary Seal must be affixed)



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By Steven Barry, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

By     
Deputy Clerk

Approved by the B.C.C. on:

RESOLUTION NUMBER R\_\_\_\_\_ - \_\_\_\_\_

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

WHEREAS, Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006, and the Busbee Limited Partnership have petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

THAT PORTION OF THE 30' RIGHT OF WAY AS SHOWN ON THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH RANGE 32 WEST, AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING WEST OF BLOCK 3, EAST OF BLOCK 4, AND BEING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 OF SAID BLOCK 4 AND NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 OF SAID BLOCK 4 OF THE ABOVE SAID NATIONAL LAND SALES COMPANY' S SUBDIVISION.

LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

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

WHEREAS, Petitioners, Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006, and the Busbee Limited Partnership, have caused to be published on July 31, A.D., 2025, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 p.m. on August 20, 2015 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

THAT PORTION OF THE 30' RIGHT OF WAY AS SHOWN ON THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH RANGE 32 WEST, AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING WEST OF BLOCK 3, EAST OF BLOCK 4, AND BEING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 OF SAID BLOCK 4 AND NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 OF SAID BLOCK 4 OF THE ABOVE SAID NATIONAL LAND SALES COMPANY' S SUBDIVISION.

LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

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

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

ESCAMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

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

Adopted: \_\_\_\_\_

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

NOTICE IS HEREBY GIVEN that on August 20, A.D., 2015, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

THAT PORTION OF THE 30' RIGHT OF WAY AS SHOWN ON THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH RANGE 32 WEST, AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING WEST OF BLOCK 3, EAST OF BLOCK 4, AND BEING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 OF SAID BLOCK 4 AND NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 OF SAID BLOCK 4 OF THE ABOVE SAID NATIONAL LAND SALES COMPANY' S SUBDIVISION.

LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

Board of County Commissioners  
Escambia County, Florida

The National Land Sales Company's Subdivision of  
**SECTION 1 TOWNSHIP 1 SOUTH RANGE 32 WEST**  
 And The South 160 Acres of  
**SECTION 36 TOWNSHIP 1 NORTH RANGE 32 WEST**  
 ESCAMBIA COUNTY, FLORIDA.  
*Frank J. Jerratt, Civil Engineer.*  
 November, 1924. Scale 1"=400'

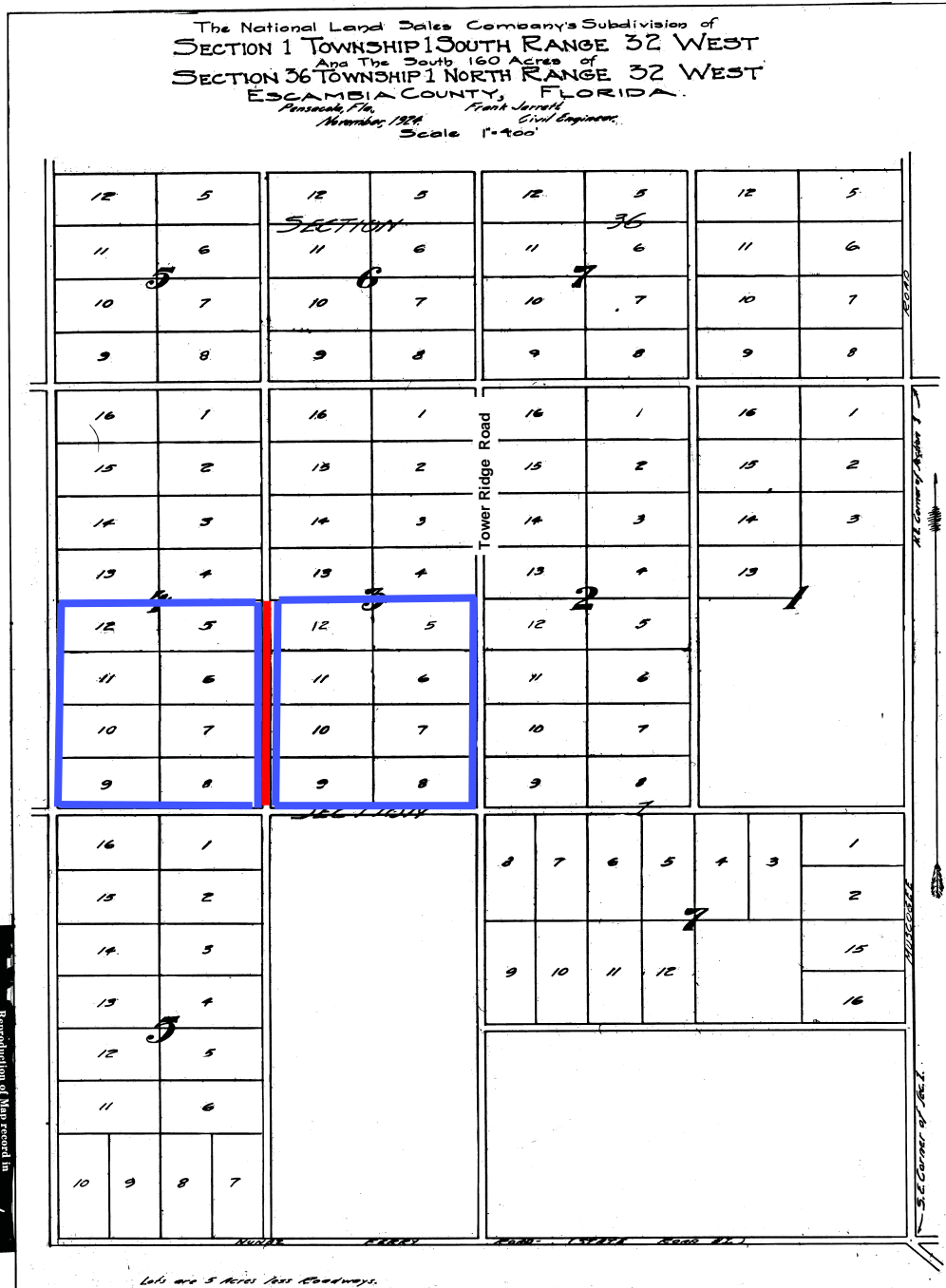


PETITIONER'S  
PROPERTY



PORTION OF R/W  
REQUESTED TO BE  
VACATED

DEED BOOK 102 AT PAGE 600  
 Clerk Circuit Court  
 Date: March 15, 1903  
 Scale:  
 Reproduction of Map record in  
*Dee A. Blanton*

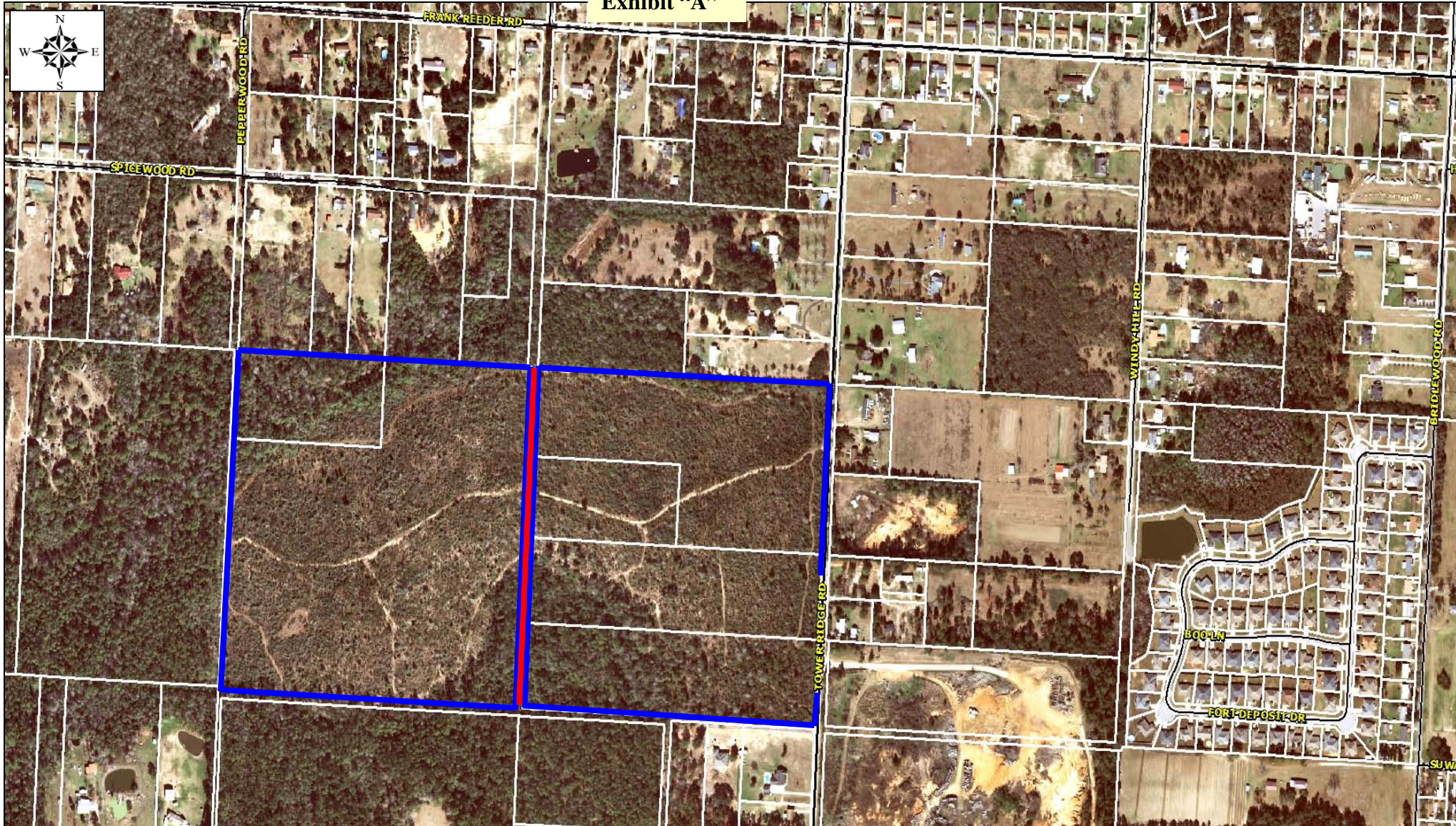


NATIONAL LAND SALES COMPANY SUBDIVISION  
 PLAT DEED BOOK 102 PAGE 600



REQUEST TO VACATE UNIMPROVED RIGHT-OF-WAY / NATIONAL LAND SALES PLAT DEED BOOK 102 PAGE 600  
PETITIONERS: BUSBEE LIMITED PARTNERSHIP & MURPHY J. JACOB and JAN JACOB GRAHAM, TRUSTEES OF  
THE MURPHY J. JACOB REVOCABLE TRUST AGREEMENT DATED APRIL 18, 2006

Exhibit "A"



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 07/08/15 DISTRICT 1



PETITIONER'S PROPERTY



PORTION OF 30' WIDE UNIMPROVED R/W REQUESTED TO BE VACATED  
NATIONAL LAND SALES COMPANY SUBDIVISION





# 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-8781**

**10.**

## **BCC Regular Meeting**

**Meeting Date:** 08/20/2015

**Issue:** Committee of the Whole Recommendation

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

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### **Recommendation:**

Committee of the Whole Recommendation.

**RECOMMENDATION TO BE DISTRIBUTED UNDER SEPARATE COVER.**

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### **Attachments**

*No file(s) attached.*

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# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-8670**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 08/20/2015

**Issue:** Acceptance of TDT Collection Data for the June 2015 Returns received in July 2015

**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 the June 2015 Returns received in July 2015

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the June 2015 returns received in the month of July 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2015; total collections for the month of June 2015 returns was \$1,412,281.14; this is a 7.85% increase over the June 2014 returns; total collections year-to-date are 11.10% more than the comparable time frame in Fiscal Year 2014.

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## **Attachments**

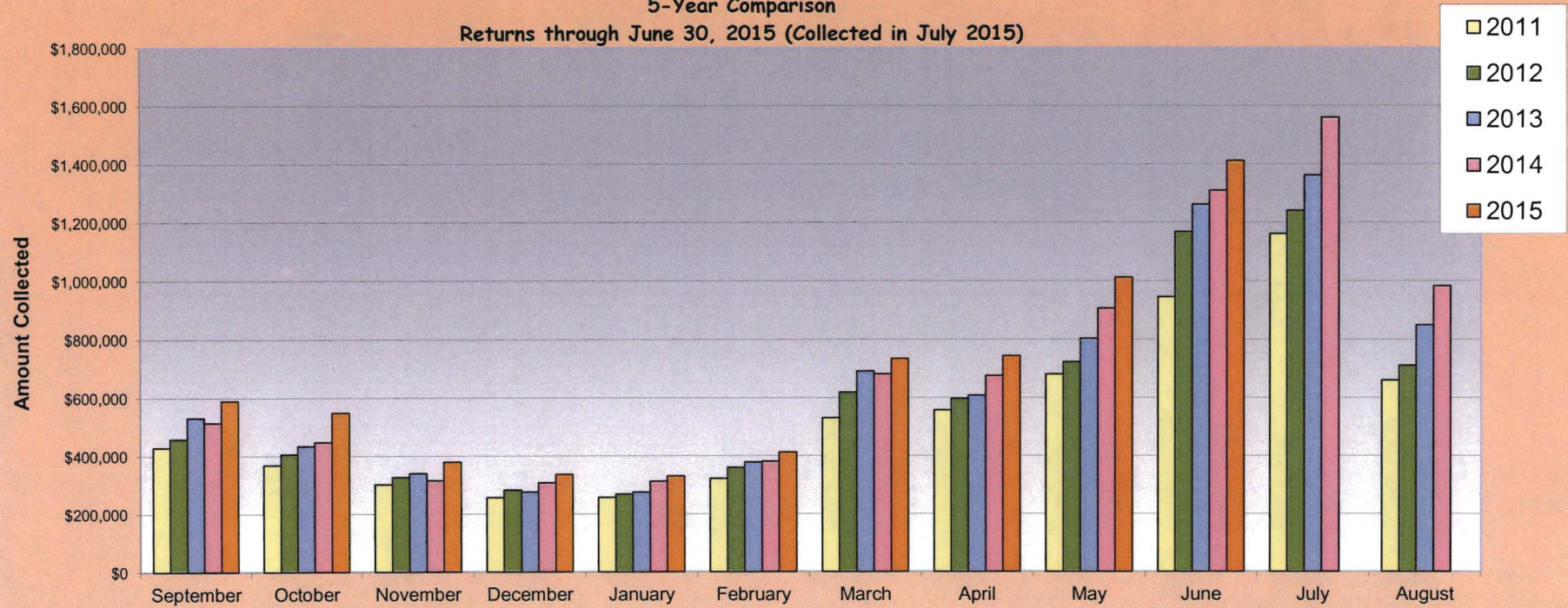
TDT Collection Data for the June 2015 Returns received in July 2015

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FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 REPORTED IN FISCAL YEAR FORMAT  
 ESCAMBIA COUNTY FLORIDA  
 AS OF July 2015

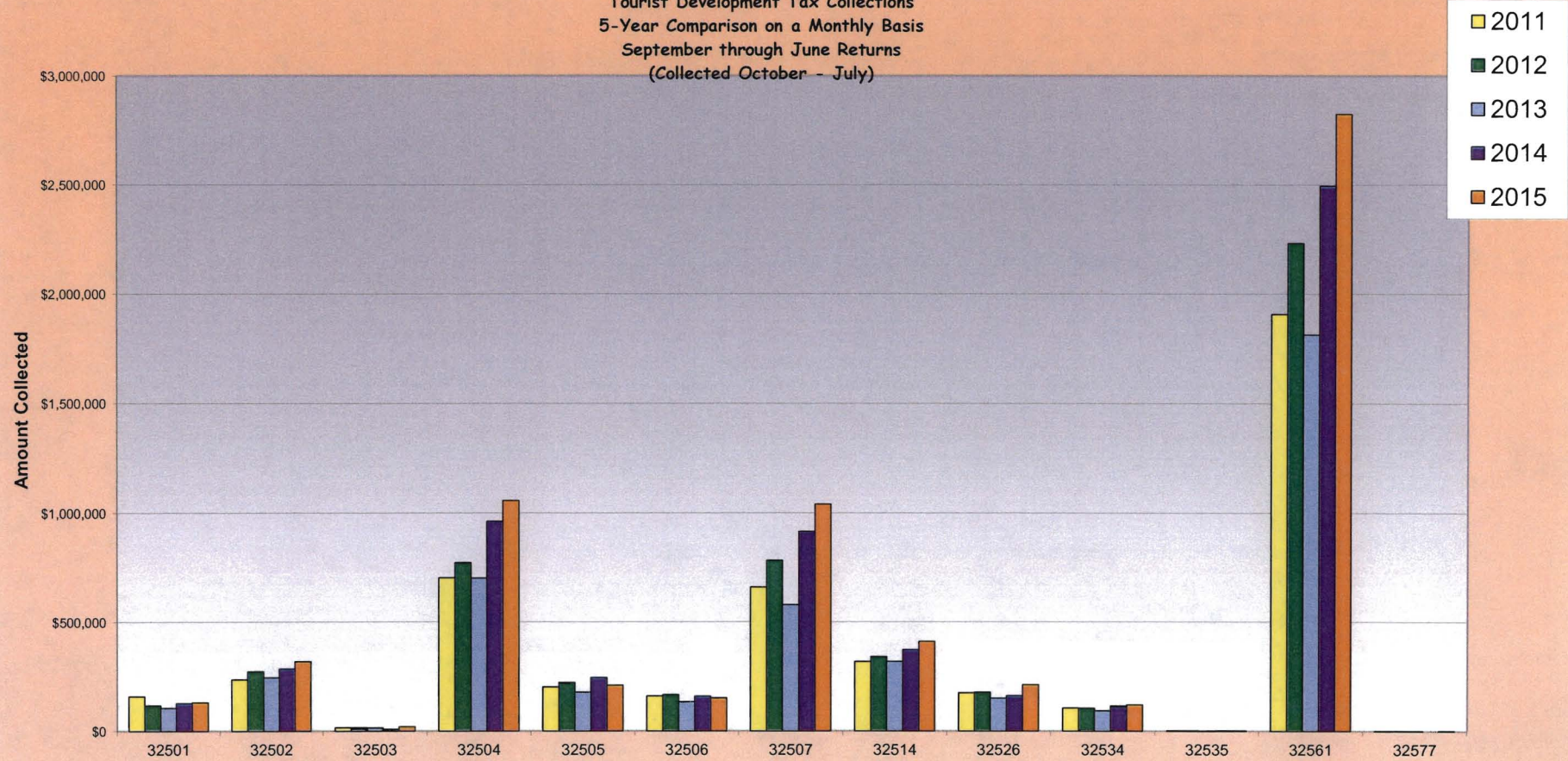
Zip Code	Fiscal Year 2015 YTD Collected	Fiscal Year 2014 YTD Collected	Difference	% Change
32501	131,504	126,966	4,538	4%
32502	318,821	285,474	33,347	12%
32503	20,017	7,739	12,278	159%
32504	1,057,230	962,976	94,254	10%
32505	209,120	244,726	(35,606)	-15%
32506	151,284	159,132	(7,848)	-5%
32507	1,040,214	915,256	124,958	14%
32514	410,558	373,046	37,512	10%
32526	212,245	161,074	51,171	32%
32534	119,476	114,612	4,864	4%
32535	2,027	2,235	(208)	-9%
32561	2,824,605	2,495,047	329,558	13%
32562	-	-	-	0%
32577	465	-	465	0%
<b>Total</b>	<b>\$ 6,497,566</b>	<b>\$ 5,848,283</b>	<b>\$ 649,283</b>	<b>11%</b>

**Tourist Development Tax Collections**  
**5-Year Comparison**  
**Returns through June 30, 2015 (Collected in July 2015)**



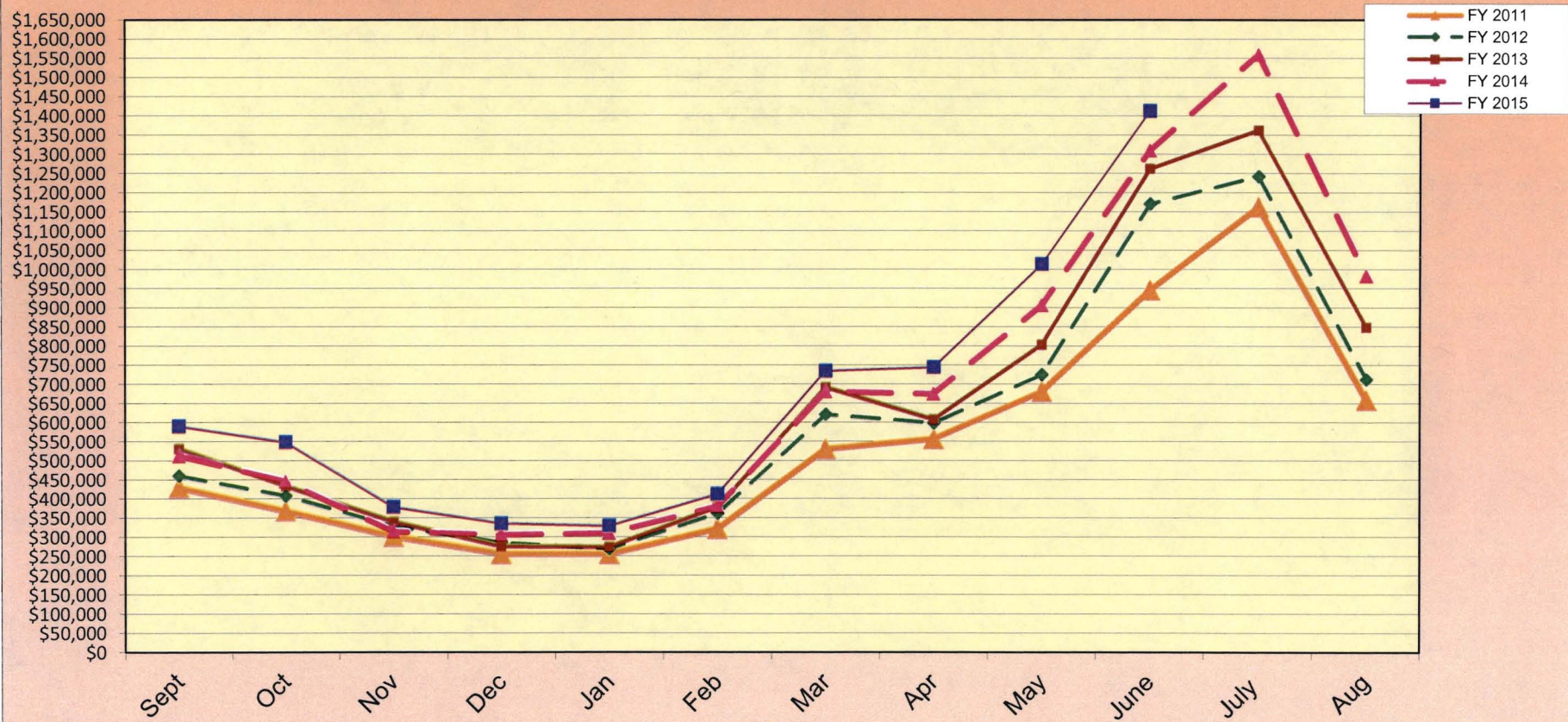


Tourist Development Tax Collections  
 5-Year Comparison on a Monthly Basis  
 September through June Returns  
 (Collected October - July)





**TOURIST DEVELOPMENT TAX  
5 YEAR TRENDLINE  
FY 2011 - FY 2015  
Returns through June 30, 2015 (Collected in July 2015)**



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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	13,056	3%	21,773	4%	74	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,461	3%	19,840	6%	127	0%	70,183	22%	14,698	5%
01/14	9,803	3%	17,221	6%	167	0%	69,013	22%	13,282	4%
02/14	10,841	3%	21,057	7%	178	0%	74,550	24%	13,539	4%
03/14	10,364	3%	21,766	6%	218	0%	81,636	21%	31,380	8%
04/14	13,428	2%	34,102	5%	1,536	0%	120,455	18%	44,655	7%
05/14	13,279	2%	36,691	5%	1,601	0%	112,153	17%	34,546	5%
06/14	16,539	2%	46,177	5%	1,609	0%	141,447	16%	31,553	3%
07/14	16,906	1%	44,427	3%	1,892	0%	137,655	11%	35,989	3%
Total	\$ 126,966	2%	\$ 285,474	5%	\$ 7,739	0%	\$ 962,976	16%	\$ 244,726	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	82,445	16%	34,979	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,218	8%	12,873	3%	9,119	2%
12/13	12,565	4%	29,240	9%	23,703	8%	13,183	4%	8,083	3%
01/14	11,745	4%	33,224	11%	30,444	10%	13,144	4%	9,909	3%
02/14	13,039	4%	36,787	12%	27,435	9%	15,556	5%	9,583	3%
03/14	13,708	4%	51,525	14%	29,970	8%	13,106	3%	9,135	2%
04/14	19,467	3%	96,984	14%	41,559	6%	17,608	3%	12,382	2%
05/14	16,463	2%	92,971	14%	40,662	6%	17,818	3%	12,711	2%
06/14	22,183	2%	138,352	15%	53,756	6%	21,892	2%	16,360	2%
07/14	22,495	2%	296,484	23%	56,319	4%	21,918	2%	18,245	1%
Total	\$ 159,132	3%	\$ 915,256	16%	\$ 373,046	6%	\$ 161,074	3%	\$ 114,612	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	241	0%	236,152	46%	-	0%	-	0%	513,612	100%
11/13	208	0%	191,726	43%	-	0%	-	0%	447,045	100%
12/13	104	0%	113,290	36%	-	0%	-	0%	315,476	100%
01/14	89	0%	99,026	32%	-	0%	-	0%	307,067	100%
02/14	54	0%	89,221	29%	-	0%	-	0%	311,839	100%
03/14	73	0%	118,477	31%	-	0%	-	0%	381,359	100%
04/14	231	0%	278,609	41%	-	0%	-	0%	681,012	100%
05/14	163	0%	296,405	44%	-	0%	-	0%	675,459	100%
06/14	465	0%	415,572	46%	-	0%	-	0%	905,904	100%
07/14	608	0%	656,571	50%	-	0%	-	0%	1,309,510	100%
Total	\$ 2,235	0%	\$ 2,495,047	43%	\$ -	0%	\$ -	0%	\$ 5,848,283	100%



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2015  
 AS OF July 31, 2015

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	12,081	2%	28,345	5%	1,001	0%	90,113	15%	17,610	3%
11/14	11,576	2%	28,797	5%	1,508	0%	91,522	17%	19,570	4%
12/14	10,149	3%	23,205	6%	1,947	1%	85,208	22%	12,546	3%
01/15	8,965	3%	19,469	6%	1,080	0%	76,865	23%	14,358	4%
02/15	9,315	3%	20,156	6%	1,559	0%	78,723	24%	11,946	4%
03/15	10,927	3%	25,024	6%	1,737	0%	90,663	22%	15,462	4%
04/15	15,383	2%	37,903	5%	2,281	0%	129,750	18%	24,175	3%
05/15	14,931	2%	41,734	6%	2,716	0%	119,958	16%	26,063	4%
06/15	18,273	2%	46,322	5%	2,944	0%	142,031	14%	30,202	3%
07/15	19,902	1%	47,867	3%	3,244	0%	152,398	11%	37,190	3%
Total	\$ 131,504	2%	\$ 318,821	5%	\$ 20,017	0%	\$ 1,057,230	16%	\$ 209,120	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%
12/14	12,375	3%	38,153	10%	31,823	8%	14,509	4%	9,370	2%
01/15	7,525	2%	31,710	9%	31,878	9%	9,581	3%	9,763	3%
02/15	10,575	3%	41,775	13%	31,056	9%	22,378	7%	9,109	3%
03/15	13,079	3%	58,292	14%	32,364	8%	16,867	4%	10,206	2%
04/15	21,703	3%	109,368	15%	47,807	7%	27,868	4%	13,465	2%
05/15	14,668	2%	108,012	15%	49,305	7%	27,070	4%	13,915	2%
06/15	21,474	2%	159,019	16%	55,183	5%	30,882	3%	14,862	1%
07/15	21,799	2%	326,639	23%	60,455	4%	34,694	2%	17,244	1%
Total	\$ 151,284	2%	\$ 1,040,214	16%	\$ 410,558	6%	\$ 212,245	3%	\$ 119,476	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		
10/14	124	0%	275,711	47%	-	0%	-	0%	589,691	100%
11/14	213	0%	243,220	44%	-	0%	415	0%	548,072	100%
12/14	104	0%	139,615	37%	-	0%	-	0%	379,004	100%
01/15	102	0%	124,512	37%	-	0%	-	0%	335,807	100%
02/15	111	0%	93,287	28%	-	0%	-	0%	329,990	100%
03/15	104	0%	137,546	33%	-	0%	-	0%	412,271	100%
04/15	162	0%	304,391	41%	-	0%	-	0%	734,257	100%
05/15	316	0%	324,801	44%	-	0%	-	0%	743,490	100%
06/15	651	0%	490,812	48%	-	0%	50	0%	1,012,703	100%
07/15	138	0%	690,712	49%	-	0%	-	0%	1,412,281	100%
Total	\$ 2,027	0%	\$ 2,824,605	43%	\$ -	0%	\$ 465	0%	\$ 6,497,566	100%

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

<b>THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015</b>											
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
DEC	NOV	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253
JAN	DEC	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856
FEB	JAN	205,121	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492
MAR	FEB	225,806	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204
APR	MAR	312,491	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693
MAY	APR	288,754	315,555	303,720	338,268	358,871	417,733	447,350	455,554	506,593	557,617
JUN	MAY	343,616	387,614	474,863	387,513	417,285	510,038	542,048	601,927	679,428	759,528
JUL	JUN	426,840	590,236	605,739	598,667	510,928	708,757	876,396	946,229	982,133	1,059,211
	TOTAL	\$2,795,874	\$2,876,262	\$3,033,066	\$2,877,453	\$2,883,253	\$3,485,121	\$3,906,089	\$4,197,231	\$4,386,211	\$4,873,175



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
DEC	NOV	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751
JAN	DEC	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,952
FEB	JAN	67,836	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497
MAR	FEB	74,453	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068
APR	MAR	103,411	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564
MAY	APR	94,971	105,185	101,240	112,756	119,624	139,244	149,117	151,851	168,864	185,872
JUN	MAY	113,025	129,205	158,288	129,171	139,095	170,013	180,683	200,642	226,476	253,176
JUL	JUN	142,210	196,745	201,913	199,556	170,309	236,252	292,132	315,410	327,378	353,070
TOTAL		\$926,179	\$958,754	\$1,011,022	\$959,151	\$961,084	\$1,161,707	\$1,302,030	\$1,399,077	\$1,462,070	\$1,624,391



# 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-8615**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 08/20/2015

**Issue:** June 2015 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 June 30, 2015 Investment Report**

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended June 30, 2015, as required by Ordinance Number 95-13; on June 30, 2015, the portfolio market value was \$270,910,727 and portfolio earnings totaled \$108,861 for the month; the short-term portfolio yield was 0.21%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.14%; the enhanced cash portfolio achieved a yield of 0.66%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.31%; the long-term CORE portfolio achieved a yield of 1.19%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.91%.

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## **Attachments**

**June 2015 Investment Report**

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# **INVESTMENT PORTFOLIO SUMMARY REPORT**

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**INVESTMENT PORTFOLIO SUMMARY REPORT**

**FISCAL YEAR 2014-2015**

**June 30, 2015**



**Prepared by:**

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**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 2014-2015**  
**June 30, 2015**

**INVESTMENT PORTFOLIO COMPOSITION**

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	May 31, 2015	June 30, 2015
Bank Accounts	\$ 20,860,302	\$ 22,497,489
Money Market Accounts	55,250,111	55,261,074
State Board of Administration	55,250,621	55,260,453
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	134,464	178,051
U.S. Treasury Bond/Notes	47,205,301	41,131,014
Federal Agency Bond/Note	40,566,510	44,547,761
Municipal Bonds	5,449,411	5,445,117
Corporate Notes	22,058,484	24,016,281
Commercial Paper	12,575,645	12,573,487
<b>Total Portfolio Assets:</b>	<b>\$ 269,350,849</b>	<b>\$ 270,910,727</b>
<b>Current Month Earnings:</b>	<b>\$ 144,059</b>	<b>\$ 108,861</b>
<b>Fiscal Year to Date Earnings:</b>	<b>\$ 1,141,745</b>	<b>\$ 1,250,606</b>

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

SHORT TERM PORTFOLIO:		May 31, 2015	June 30, 2015
<b>Market Value</b>		<b>\$ 141,361,035</b>	<b>\$ 143,019,016</b>
<b>Short Term Portfolio Yield:</b>		<b>0.21%</b>	<b>0.21%</b>
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		0.13%	0.14%
<b>Fiscal YTD Earnings:</b>		<b>\$ 167,149</b>	<b>\$ 191,437</b>

ENHANCED CASH PORTFOLIO:		May 31, 2015	June 30, 2015
<b>Market Value</b>		<b>\$ 40,102,236</b>	<b>\$ 40,121,892</b>
<b>Enhanced Cash Portfolio Yield to Maturity at Cost:</b>		<b>0.57%</b>	<b>0.66%</b>
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:		0.26%	0.31%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.56%	0.60%
<b>Effective Duration (Years)</b>		<b>1.14</b>	<b>1.29</b>
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		1.77	1.80
<b>Fiscal YTD Earnings:</b>		<b>\$ 100,340</b>	<b>\$ 123,893</b>

LONG TERM CORE PORTFOLIO:		May 31, 2015	June 30, 2015
<b>Market Value</b>		<b>\$ 87,887,578</b>	<b>\$ 87,769,819</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>		<b>1.17%</b>	<b>1.19%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.83%	0.91%
<b>CORE Portfolio Total Return:</b>		<b>0.09%</b>	<b>-0.08%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.09%	-0.10%
<b>Effective Duration (Years)</b>		<b>2.67</b>	<b>2.59</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		2.60	2.64
<b>Fiscal YTD Earnings:</b>		<b>\$ 874,256</b>	<b>\$ 935,276</b>



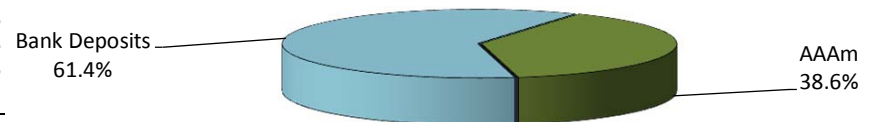
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
INVESTMENT PORTFOLIO REPORT  
FISCAL YEAR 2014-2015  
June 30, 2015**

**SHORT TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 22,497,489	15.7%
Money Market Accounts	55,261,074	38.6%
Certificates of Deposit	10,000,000	7.0%
State Board of Administration	55,260,453	38.6%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 143,019,016</b>	<b>100.0%</b>

**Short Term Portfolio Credit Quality**

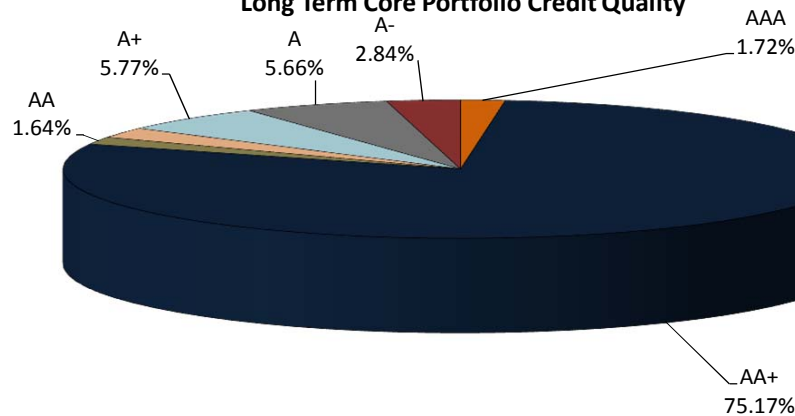


**LONG TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 36,623,476	41.7%
Federal Agency Bond / Note	26,529,540	30.2%
Municipal Obligations	5,445,117	6.2%
Commercial Paper	2,592,169	3.0%
Corporate Note	16,482,552	18.8%
Money Market Mutual Fund - Federated Government	96,966	0.1%
<b>Total Long Term Core Portfolio Assets:</b>	<b>\$ 87,769,819</b>	<b>100.0%</b>

**Long Term Core Portfolio Credit Quality**

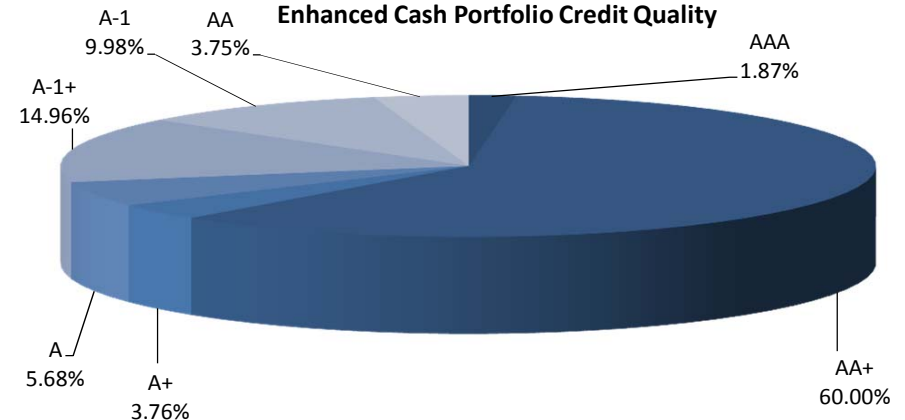


**ENHANCED CASH INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 4,507,539	11.2%
Federal Agency Bond / Note	18,018,221	44.9%
Corporate Note	7,533,729	18.8%
Commercial Paper	9,981,318	24.9%
Money Market Mutual Fund - Federated Government	81,085	0.2%
<b>Total Enhanced Cash Portfolio Assets:</b>	<b>\$ 40,121,892</b>	<b>100.0%</b>

**Enhanced Cash Portfolio Credit Quality**





**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT POLICY COMPLIANCE REPORT**  
**FISCAL YEAR 2014-2015**  
**June 30, 2015**

<b>Security Type</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
Florida Prime (SBA)	\$ 55,260,453	20.4%	25%	Yes
United States Treasury Securities	41,131,014	15.2%	100%	Yes
Federal Instrumentalities	44,547,761	16.4%	100%	Yes
Certificates of Deposit	10,000,000	3.7%	20%	Yes
Savings Accounts	55,261,074	20.4%	100%	Yes
Commercial Paper	12,573,487	4.6%	25%	Yes
Corporate Notes	24,016,281	8.9%	20%	Yes
State and/or Local Government Debt	5,445,117	2.0%	25%	Yes
Bank Accounts - Bank of America	22,497,489	8.3%	100%	Yes
Money Market Mutual Fund	178,051	0.1%	50%	Yes
<b>Total Investment Holdings</b>	<b>\$ 270,910,727</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	2,490,588	0.9%	5%	Yes
American Honda Finance	902,573	0.3%	5%	Yes
Apple Inc. Corporate Notes	749,648	0.3%	5%	Yes
Bank Accounts - Bank of America	22,497,489	8.3%	100%	Yes
Bank of New York Mellon Corporate Notes	1,998,820	0.7%	5%	Yes
BNP Paribas	2,592,169	1.0%	5%	Yes
Calleguas Water District, CA REV Bond	1,507,020	0.6%	10%	Yes
Caterpillar Corporate Notes	751,862	0.3%	5%	Yes
Cisco Systems Inc.	2,007,106	0.7%	5%	Yes
City of New York	1,708,976	0.6%	10%	Yes
Chevron Corporation Corp Notes	752,129	0.3%	5%	Yes
Coca-Cola Co. Commercial Paper	1,996,600	0.7%	10%	Yes
Exxon Mobil Corporate Notes	750,329	0.3%	5%	Yes
Federal Farm Credit Bank	6,506,764	2.4%	5%	Yes
Federal Home Loan Bank (FHLB)	8,662,163	3.2%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	11,851,085	4.4%	25%	Yes
Federal National Mortgage Association (FNMA)	17,527,749	6.5%	25%	Yes
Fidelity Institutional Government MMF	178,051	0.1%	25%	Yes
Florida Prime (SBA)	55,260,453	20.4%	25%	Yes
General Electric Corporate Notes	2,712,673	1.0%	5%	Yes
Hancock Bank	22,553,331	8.3%	10%	Yes
HSBC Holdings PLC	997,249	0.4%	5%	Yes
John Deere Corporate Notes	760,693	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	2,755,681	1.0%	5%	Yes
Merk & Co Corporate Notes	749,978	0.3%	5%	Yes
Mississippi State	756,023	0.3%	10%	Yes





**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT POLICY COMPLIANCE REPORT**  
**FISCAL YEAR 2014-2015**  
**June 30, 2015**

<b>Individual Issuer Breakdown</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
MUFG Union Bank Commercial Paper	1,997,122	0.7%	<b>10%</b>	<b>Yes</b>
PACCAR Financial Corp Notes	751,095	0.3%	<b>5%</b>	<b>Yes</b>
Pepsico, Inc.	1,974,844	0.7%	<b>5%</b>	<b>Yes</b>
Servisfirst Bank	25,149,556	9.3%	<b>10%</b>	<b>Yes</b>
State of Connecticut	685,950	0.3%	<b>10%</b>	<b>Yes</b>
Sumitomo Mitsui Trust NY Commercial Paper	1,999,020	0.7%	<b>10%</b>	<b>Yes</b>
Summit Bank Money Market Account	17,558,187	6.5%	<b>10%</b>	<b>Yes</b>
Toronto Dominion HDG USA Commercial Paper	1,992,704	0.7%	<b>10%</b>	<b>Yes</b>
Toyota Motor Credit Commercial Paper	1,995,872	0.7%	<b>10%</b>	<b>Yes</b>
United States Treasury Securities	41,131,014	15.2%	<b>100%</b>	<b>Yes</b>
University of WA Taxable Revenue Bonds	787,147	0.3%	<b>10%</b>	<b>Yes</b>
Wells Fargo & Company Corporate Notes	2,911,015	1.1%	<b>5%</b>	<b>Yes</b>
<b>Total Investment Holdings</b>	<b>\$ 270,910,727</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-8724**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 08/20/2015

**Issue:** July 2015 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 July 31, 2015 Investment Report**

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2015, as required by Ordinance Number 95-13; on July 31, 2015, the portfolio market value was \$254,297,520 and portfolio earnings totaled \$217,784 for the month; the short-term portfolio yield was 0.24%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.14%; the enhanced cash portfolio achieved a yield of 0.67%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.32%; the long-term CORE portfolio achieved a yield of 1.20%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.91%.

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## **Attachments**

**July 2015 Investment Report**

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# **INVESTMENT PORTFOLIO SUMMARY REPORT**

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**INVESTMENT PORTFOLIO SUMMARY REPORT**

**FISCAL YEAR 2014-2015**

**July 31, 2015**



**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 2014-2015**  
**July 31, 2015**

**INVESTMENT PORTFOLIO COMPOSITION**

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	June 30, 2015	July 31, 2015
Bank Accounts	\$ 22,497,489	\$ 9,632,210
Money Market Accounts	55,261,074	55,272,405
State Board of Administration	55,260,453	51,341,185
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	178,051	183,226
U.S. Treasury Bond/Notes	41,131,014	40,681,819
Federal Agency Bond/Note	44,547,761	44,576,378
Municipal Bonds	5,445,117	5,466,349
Corporate Notes	24,016,281	24,573,910
Commercial Paper	12,573,487	12,570,037
<b>Total Portfolio Assets:</b>	<b>\$ 270,910,727</b>	<b>\$ 254,297,520</b>
<b>Current Month Earnings:</b>	<b>\$ 108,861</b>	<b>\$ 217,784</b>
<b>Fiscal Year to Date Earnings:</b>	<b>\$ 1,250,606</b>	<b>\$ 1,468,390</b>

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

SHORT TERM PORTFOLIO:		June 30, 2015	July 31, 2015
<b>Market Value</b>		<b>\$ 143,019,016</b>	<b>\$ 126,245,800</b>
<b>Short Term Portfolio Yield:</b>		<b>0.21%</b>	<b>0.24%</b>
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		0.14%	0.14%
<b>Fiscal YTD Earnings:</b>		<b>\$ 191,437</b>	<b>\$ 292,193</b>

ENHANCED CASH PORTFOLIO:		June 30, 2015	July 31, 2015
<b>Market Value</b>		<b>\$ 40,121,892</b>	<b>\$ 40,140,693</b>
<b>Enhanced Cash Portfolio Yield to Maturity at Cost:</b>		<b>0.66%</b>	<b>0.67%</b>
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:		0.31%	0.32%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.60%	0.63%
<b>Effective Duration (Years)</b>		<b>1.29</b>	<b>1.25</b>
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		1.80	1.79
<b>Fiscal YTD Earnings:</b>		<b>\$ 123,893</b>	<b>\$ 146,797</b>

LONG TERM CORE PORTFOLIO:		June 30, 2015	July 31, 2015
<b>Market Value</b>		<b>\$ 87,769,819</b>	<b>\$ 87,911,026</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>		<b>1.19%</b>	<b>1.20%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.91%	0.91%
<b>CORE Portfolio Total Return:</b>		<b>-0.08%</b>	<b>0.22%</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		-0.10%	0.19%
<b>Effective Duration (Years)</b>		<b>2.59</b>	<b>2.57</b>
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		2.64	2.62
<b>Fiscal YTD Earnings:</b>		<b>\$ 935,276</b>	<b>\$ 1,029,400</b>



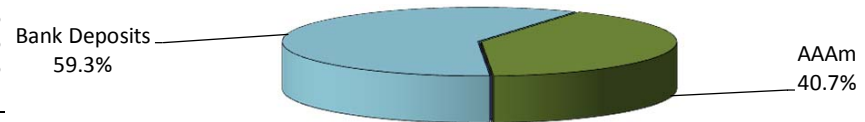
**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
INVESTMENT PORTFOLIO REPORT  
FISCAL YEAR 2014-2015  
July 31, 2015**

**SHORT TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 9,632,210	7.6%
Money Market Accounts	55,272,405	43.8%
Certificates of Deposit	10,000,000	7.9%
State Board of Administration	51,341,185	40.7%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 126,245,800</b>	<b>100.0%</b>

**Short Term Portfolio Credit Quality**

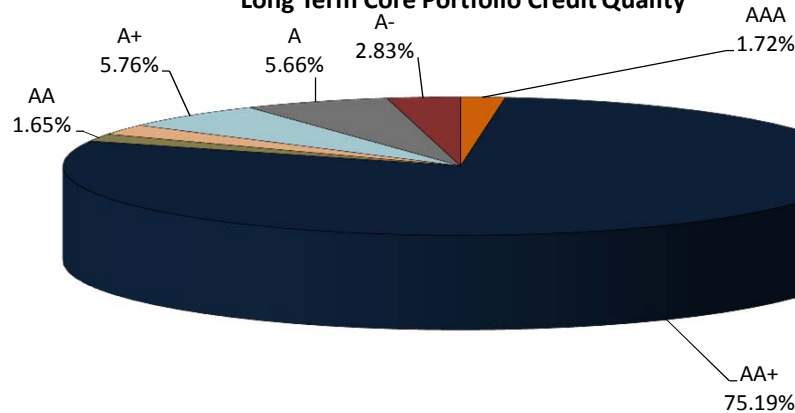


**LONG TERM INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 36,174,515	41.1%
Federal Agency Bond / Note	26,550,283	30.2%
Municipal Obligations	5,466,349	6.2%
Commercial Paper	2,593,659	3.0%
Corporate Note	17,039,718	19.4%
Money Market Mutual Fund - Federated Government	86,503	0.1%
<b>Total Long Term Core Portfolio Assets:</b>	<b>\$ 87,911,026</b>	<b>100.0%</b>

**Long Term Core Portfolio Credit Quality**

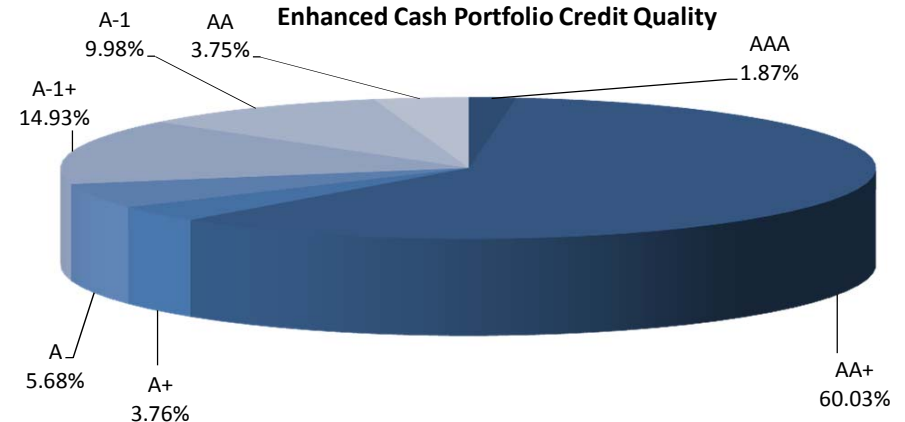


**ENHANCED CASH INVESTMENT PORTFOLIO:**

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 4,507,305	11.2%
Federal Agency Bond / Note	18,026,095	44.9%
Corporate Note	7,534,192	18.8%
Commercial Paper	9,976,379	24.9%
Money Market Mutual Fund - Federated Government	96,723	0.2%
<b>Total Enhanced Cash Portfolio Assets:</b>	<b>\$ 40,140,693</b>	<b>100.0%</b>

**Enhanced Cash Portfolio Credit Quality**





**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT POLICY COMPLIANCE REPORT**  
**FISCAL YEAR 2014-2015**  
**July 31, 2015**

<b>Security Type</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
Florida Prime (SBA)	\$ 51,341,185	20.2%	25%	Yes
United States Treasury Securities	40,681,819	16.0%	100%	Yes
Federal Instrumentalities	44,576,378	17.5%	100%	Yes
Certificates of Deposit	10,000,000	3.9%	20%	Yes
Savings Accounts	55,272,405	21.7%	100%	Yes
Commercial Paper	12,570,037	4.9%	25%	Yes
Corporate Notes	24,573,910	9.7%	20%	Yes
State and/or Local Government Debt	5,466,349	2.1%	25%	Yes
Bank Accounts - Bank of America	9,632,210	3.8%	100%	Yes
Money Market Mutual Fund	183,226	0.1%	50%	Yes
<b>Total Investment Holdings</b>	<b>\$ 254,297,520</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	2,488,530	1.0%	5%	Yes
American Honda Finance	902,819	0.4%	5%	Yes
Apple Inc. Corporate Notes	750,122	0.3%	5%	Yes
Bank Accounts - Bank of America	9,632,210	3.8%	100%	Yes
Bank of New York Mellon Corporate Notes	1,997,466	0.8%	5%	Yes
BNP Paribas	2,593,659	1.0%	5%	Yes
Calleguas Water District, CA REV Bond	1,512,150	0.6%	10%	Yes
Caterpillar Corporate Notes	752,822	0.3%	5%	Yes
Cisco Systems Inc.	2,008,208	0.8%	5%	Yes
City of New York	1,716,269	0.7%	10%	Yes
Chevron Corporation Corp Notes	751,862	0.3%	5%	Yes
Coca-Cola Co. Commercial Paper	1,996,600	0.8%	10%	Yes
Exxon Mobil Corporate Notes	750,470	0.3%	5%	Yes
Federal Farm Credit Bank	6,509,716	2.6%	5%	Yes
Federal Home Loan Bank (FHLB)	8,663,404	3.4%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	11,861,560	4.7%	25%	Yes
Federal National Mortgage Association (FNMA)	17,541,699	6.9%	25%	Yes
Fidelity Institutional Government MMF	183,226	0.1%	25%	Yes
Florida Prime (SBA)	51,341,185	20.2%	25%	Yes
General Electric Corporate Notes	3,266,409	1.3%	5%	Yes
Hancock Bank	22,557,058	8.9%	10%	Yes
HSBC Holdings PLC	998,764	0.4%	5%	Yes
John Deere Corporate Notes	760,511	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	2,758,058	1.1%	5%	Yes
Merk & Co Corporate Notes	751,113	0.3%	5%	Yes
Mississippi State	759,421	0.3%	10%	Yes



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT POLICY COMPLIANCE REPORT**  
**FISCAL YEAR 2014-2015**  
**July 31, 2015**

<b>Individual Issuer Breakdown</b>	<b>Market Value</b>	<b>Percent Allocation</b>	<b>Permitted by Policy</b>	<b>In Compliance</b>
MUFG Union Bank Commercial Paper	1,997,122	0.8%	<b>10%</b>	<b>Yes</b>
PACCAR Financial Corp Notes	751,253	0.3%	<b>5%</b>	<b>Yes</b>
Pepsico, Inc.	1,975,302	0.8%	<b>5%</b>	<b>Yes</b>
Servisfirst Bank	25,154,178	9.9%	<b>10%</b>	<b>Yes</b>
State of Connecticut	688,452	0.3%	<b>10%</b>	<b>Yes</b>
Sumitomo Mitsui Trust NY Commercial Paper	1,995,832	0.8%	<b>10%</b>	<b>Yes</b>
Summit Bank Money Market Account	17,561,169	6.9%	<b>10%</b>	<b>Yes</b>
Toronto Dominion HDG USA Commercial Paper	1,992,704	0.8%	<b>10%</b>	<b>Yes</b>
Toyota Motor Credit Commercial Paper	1,994,121	0.8%	<b>10%</b>	<b>Yes</b>
United States Treasury Securities	40,681,819	16.0%	<b>100%</b>	<b>Yes</b>
University of WA Taxable Revenue Bonds	790,057	0.3%	<b>10%</b>	<b>Yes</b>
Wells Fargo & Company Corporate Notes	2,910,200	1.1%	<b>5%</b>	<b>Yes</b>
<b>Total Investment Holdings</b>	<b>\$ 254,297,520</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-8673**

**Clerk & Comptroller's Report 11. 4.**

## **BCC Regular Meeting**

**Meeting Date:** 08/20/2015

**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 August 6, 2015; and

B. Approve the Minutes of the Regular Board Meeting held August 6, 2015.

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### **Attachments**

20150806 Agenda Work Session

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD AUGUST 6, 2015  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(8:04 a.m. – 9:37 a.m.)

Present: Commissioner Steven L. Barry, Chairman, District 5  
Commissioner Grover C. Robinson IV, Vice Chairman, District 4  
Commissioner Lumon J. May, District 3  
Commissioner Wilson B. Robertson, District 1  
Commissioner Douglas B. Underhill, District 2  
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller  
Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Susan Woolf, General Counsel to the Clerk  
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the August 6, 2015, Regular Board Meeting, was reviewed as follows:
  - A. Assistant County Administrator Amy Lovoy presented a PowerPoint Presentation regarding CAR III-1, discussion concerning the Santa Rosa Island Authority's (SRIA) budget, and Commissioner Robinson made a motion, seconded by Commissioner Underhill, and carried unanimously, approving to "do the first two items and the third item, with no specific details" (*the first item is to authorize the County Administrator to begin immediately all measure and activities necessary to effectuate this change; the second item is to authorize the County Administrator and County Attorney to begin discussions with the SRIA Board and staff to formalize these arrangements in an interlocal agreement [authorize the County Administrator and County Attorney to discuss with the SRIA any additional consolidation measures that the Board of County Commissioners would like implemented by September 30, 2016; and the third item is to authorize the County Administrator and the County Attorney to begin discussions with the SRIA to jointly request a change to the Special Act that established the SRIA for inclusion in the next legislative session]*);
  - B. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC agenda and County Attorney Rogers reviewed the 5:31 p.m. Public Hearing regarding adoption of the "Leave No Trace" Ordinance;

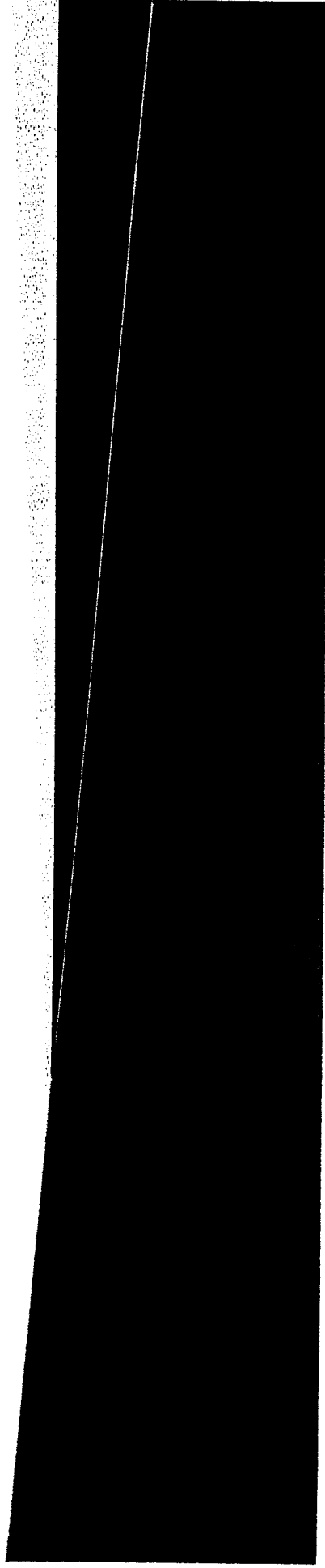
(Continued on Page 2)

*Additional Backup*

CAR ~~III~~-1

BCC: 08-06-2015

# Santa Rosa Island Authority





# Santa Rosa Island Authority (SRIA) Proposal

- ▶ The SRIA Board has tentatively approved a budget that eliminates in total the Public Works and the Public Safety budget.
- ▶ The 2016 tentative figures for these departments were as follows prior to elimination:
  - \$2,833,150 – Public Works and Recreational Facilities
  - \$1,471,384 – Public Safety



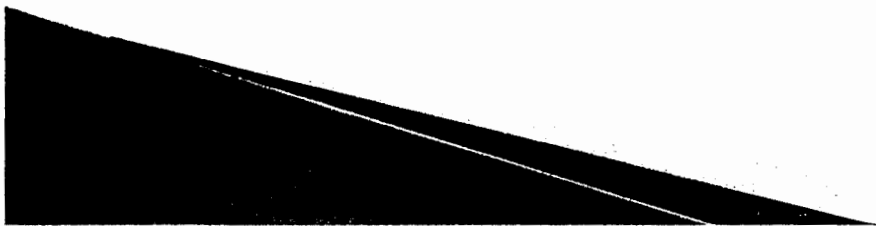
# County Proposal

- The County would take over the responsibilities currently conducted by the SRIA Public Works Department and Public Safety Department effective October 1, 2015.
  - Subject to any relevant collective bargaining all current employees of the Public Works Department and the Public Safety Budget would become County employees at their current rate of pay.
  - All new hiring for these departments prior to October 1, 2015 would be subject to approval of the County Administrator.
  - Affected employees would transfer all accrued sick and annual leave to the County with no loss of leave.
    - The SRIA would transfer to the County the current cash equivalent for all accrued leave for affected employees.
  - All transferring employees would then be incorporated into the County Human Resources system and, if applicable, bargaining unit with all relevant benefits and responsibilities.



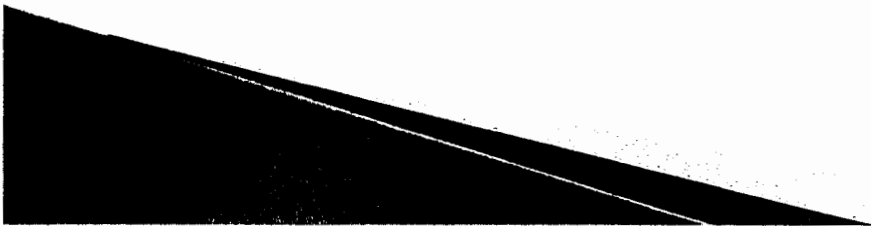
# County Proposal

- The County roads on Santa Rosa Island would be folded into the existing County resurfacing program.
- The Clerk of the Circuit Court and Comptroller would take over payroll and accounts payable functions for Public Works and Public Safety in the same role as with all County departments.
- Human Resources and Purchasing would assume all HR and procurement duties for these departments as is consistent with all other County departments.
- Contingent on a minimum of a 50% reduction in aggregate lease fees by the Santa Rosa Island Authority.



# Funding

- The additional \$200,000 paid by the SRIA for Fire Protection would be eliminated.
  - There would be no change in the Fire MSBU rate paid on the Island
- The \$75,774 for ambulance services paid by the SRIA would be eliminated.
  - Ambulance services for events would need to be funded from the event budget
- The operational budgets for the Public Works and the Public Safety department would be funded from the.
  - No further funds would be escrowed into this reserve.
- Resurfacing of County owned roads would be funded from the County's LOST.
- Eligible infrastructure projects would be vetted for funding from the County's LOST in the same manner all other County projects.



# Board Direction and Action Items

- Authorize the County Administrator to begin immediately all measures and activities necessary to affectuate this change.
- Authorize the County Administrator and County Attorney to begin discussions with the SRIA Board and staff to formalize these arrangements in an interlocal agreement.
  - Authorize the County Administrator and County Attorney to discuss with the SRIA any additional consolidation measures that the Board of County Commissioners would like implemented by September 30, 2016.
- Authorize the County Administrator and County Attorney to begin discussions with the SRIA to jointly request a change to the Special Act that established the SRIA for inclusion in the next legislative session.
- Begin discussions between the County and relevant stakeholders for the formulation of an advisory/governance board comprised of both appointed and elected members along with a dedicated funding source to pay for services that are unique to Santa Rosa Island.





## **BOARD OF COUNTY COMMISSIONERS**

### **Escambia County, Florida**

**AI-8635**

**Growth Management Report 11. 1.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 08/20/2015

**Issue:** 5:45 p.m. - A Public Hearing to Review an LDC Ordinance Amending Chapter 3 Zoning Regulations

**From:** Horace Jones, 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 3, Section 3-2.5

That the Board of County Commissioners (BCC) review and adopt an Ordinance, amending Part III of the Escambia County Code of Ordinances, Land Development Code of Escambia County (LDC), Chapter 3, Zoning Regulations, Section 3-2.5, Low Density Residential District, to provide a one-acre minimum lot size site and building requirement for land previously zoned V-1.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2-7.2(a) and F.S. 125.66(4)(b).

#### **BACKGROUND:**

On February 6, 2014, the BCC adopted an Ordinance creating a minimum lot size of one acre for new subdivisions in V-1 zoning. The BCC adopted a new LDC on April 16, 2015, with combined zoning districts. Within the Low Density Residential district (LDR), the minimum lot size was inadvertently omitted.

#### **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 Kerra Smith, Assistant County Attorney. Any recommended legal comments are attached herein.

#### **PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

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**Attachments**

Draft Ordinance

Clean Ordinance

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ORDINANCE NUMBER 2015-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 3, SECTION 3-2.5, LOW DENSITY RESIDENTIAL DISTRICT (LDR), TO PROVIDE A ONE ACRE MINIMUM LOT SIZE SITE AND BUILDING REQUIREMENT FOR LAND PREVIOUSLY ZONED V-1; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; and

**WHEREAS**, the Board adopted a one acre minimum lot size for new subdivisions in V-1 zoning in February 2014; and

**WHEREAS**, the Board finds that maintaining the one acre minimum lot size for land zoned V-1 prior to the adoption of the LDR zoning district serves an important public purpose;

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-2.5(d) is hereby amended as follows: (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 3-2.5 Low Density Residential district (LDR)**

**(d) Site and building requirements.** The following site and building requirements apply to uses within the LDR district:

**(1) Density.** A maximum of four dwelling units per acre.

**(2) Floor area ratio.** A maximum floor area ratio of 1.0 for all uses.

**(3) Structure height.** A maximum structure height of 45 feet above highest adjacent grade unless otherwise prescribed by use.

**(4) Lot area.** A minimum lot size of one acre for new subdivisions in V-1 zoning on April 16, 2015. For all other lots, there is no minimum lot area unless prescribed by use.

**(5) Lot width.** A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and 50 feet for all other lots, and a minimum width of 70 feet at the front building line for all lots.



1     **(6) Lot coverage.** Minimum pervious lot coverage of 30 percent (70 percent  
2     maximum semi-impervious and impervious cover) for all uses.

3     **(7) Structure setbacks.** For all principal structures, minimum setbacks are:

4         **a. Front and rear.** Twenty-five feet in the front and rear.

5         **b. Sides.** On each side, five feet or 10 percent of the lot width at the front building  
6         line, whichever is greater, but not required to exceed 15 feet.

7     **(8) Other requirements.**

8         **a. Horse shelters.** Stables or other structures for sheltering horses or other  
9         domesticated *equines* shall be at least 50 feet from any property line and at  
10        least 130 feet from any dwelling on the property of another landowner.

11        **b. Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development  
12        regulations and standards.

## 13 14     **Section 2.    Severability.**

15  
16     If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
17     unconstitutional by any Court of competent jurisdiction, then said holding shall in no way  
18     affect the validity of the remaining portions of this Ordinance.

## 19 20     **Section 3.    Inclusion in Code.**

21  
22     It is the intention of the Board of County Commissioners that the provisions of this  
23     ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the  
24     sections, subsections and other provisions of this ordinance may be renumbered or re-  
25     lettered and the word "ordinance" may be changed to "section," "article," or such other  
26     appropriate word or phrase in order to accomplish such intentions.

27  
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34                     INTENTIONALLY LEFT BLANK

**Section 4. Effective Date.**

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

**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:**

ORDINANCE NUMBER 2015-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 3, SECTION 3-2.5, LOW DENSITY RESIDENTIAL DISTRICT (LDR), TO PROVIDE A ONE ACRE MINIMUM LOT SIZE SITE AND BUILDING REQUIREMENT FOR LAND PREVIOUSLY ZONED V-1; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; and

**WHEREAS**, the Board adopted a one acre minimum lot size for new subdivisions in V-1 zoning in February 2014; and

**WHEREAS**, the Board finds that maintaining the one acre minimum lot size for land zoned V-1 prior to the adoption of the LDR zoning district serves an important public purpose;

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-2.5(d) is hereby amended as follows: (words underlined are additions and words ~~stricken~~ are deletions):

**Sec. 3-2.5 Low Density Residential district (LDR)**

**(d) Site and building requirements.** The following site and building requirements apply to uses within the LDR district:

- (1) Density.** A maximum of four dwelling units per acre.
- (2) Floor area ratio.** A maximum floor area ratio of 1.0 for all uses.
- (3) Structure height.** A maximum structure height of 45 feet above highest adjacent grade unless otherwise prescribed by use.
- (4) Lot area.** A minimum lot size of one acre for new subdivisions in V-1 zoning on April 16, 2015. For all other lots, there is no minimum lot area unless prescribed by use.
- (5) Lot width.** A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and 50 feet for all other lots, and a minimum width of 70 feet at the front building line for all lots.
- (6) Lot coverage.** Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

- (7) Structure setbacks.** For all principal structures, minimum setbacks are:
- a. Front and rear.** Twenty-five feet in the front and rear.
  - b. Sides.** On each side, five feet or 10 percent of the lot width at the front building line, whichever is greater, but not required to exceed 15 feet.
- (8) Other requirements.**
- a. Horse shelters.** Stables or other structures for sheltering horses or other domesticated *equines* shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.
  - b. Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulations and standards.

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by 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.

INTENTIONALLY LEFT BLANK

**Section 4. Effective Date.**

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

**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:**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8630**

**Growth Management Report 11. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 08/20/2015

**Issue:** 5:46 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for McDirt Borrow Pit

**From:** Horace Jones, Department Director

**Organization:** Development Services

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#### **RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for McDirt Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for McDirt Borrow Pit.

#### **BACKGROUND:**

At the February 19, 2015, Board of County Commissioners' (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

**Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits.,** of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

**Article VIII. - Borrow Pits and Reclamation, Section 42-324, Scope and compliance.,** of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for McDirt Borrow Pit.

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**Attachments**

02-18-2015 E-mail from Alison Rogers

Development Order

Public Hearing Sign

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**From:** Alison A. Perdue  
**Sent:** Wednesday, February 18, 2015 4:26 PM  
**To:** District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry  
**Cc:** Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson  
**Subject:** grandfathering  
**Attachments:** grandfatheringpits.docx

Commissioners,

As a follow-up to the conversation from the last Board meeting relative to grandfathering of existing pit operations, attached find proposed language that I will distribute as an errata sheet for both the LDC and for the ch. 42 borrow pit ordinance public hearings. I invite you to distribute to whomever you feel may be interested in the issue. Mr. Rigby, who raised this issue at our last meeting, is aware of this language. I am not sure if he will have additional comments tomorrow or not.

Any questions, please get with me directly and do not respond to this email.

Alison



L. *Existing permitted and unpermitted activities.* Borrow pits, resource extraction and reclamation activities existing and in operation prior to August 22, 2014, or permitted prior to that date, shall be grandfathered (or vested) in accordance with the following regulations.

1. *Lawful nonconforming activities existing prior to June 2, 2005.* Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits, resource extraction and reclamation activities existing and in operation prior to June 2, 2005 became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of Article 9 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the County Administrator or the County Administrator's designee on a case-by-case basis.

2. *Unpermitted existing activities.* Borrow pit, resource extraction and reclamation activities created on or after June 2, 2005 that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either section L.1 or L.2 may choose either.

3. *Permitted existing activities.* The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.



## **SITE PLAN**

### **RESOURCE EXTRACTION DEVELOPMENT ORDER with Concurrency Certification**

#### **"Borrow Pits and Reclamation Activities"**

**Project:** McDirt Borrow Pit  
**Location:** 5570 Bellview Ave  
**Development Review #:** PRP140800026  
**Property Reference #:** 38-1S-31-2100-000-038  
38-1S-31-2200-000-000

**Future Land Use:** I  
**Zoning District:** HC/LI  
formally RR  
**Flood Zone:** X

**Exhibit A:** Reclamation Plan  
**Exhibit B:** Resource Extraction Permit  
**Exhibit C:** Annual Compliance Affidavit

## **PROJECT DESCRIPTION**

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing existing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for McDirt Borrow Pit with vegetative cover and fishing ponds proposed as their future reclamation. The project description is the development of a 27.23-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

## **STANDARD PROJECT CONDITIONS**

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval. Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.
3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertize public hearing.
4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.
5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.
8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not**

**obtained then this Development Order shall automatically terminate and be rendered null and void.**

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).
10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 7.11.09). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 7.11.019). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.
13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.
14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permittee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

### **Development Review Committee (DRC) Recommendation**

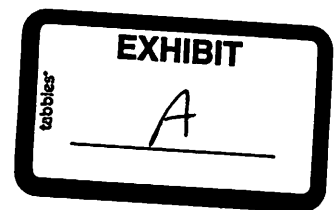
Having completed development review of the **McDirt Borrow Pit**, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☒ **Approve** The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐ **Deny** The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

  
\_\_\_\_\_  
Director, Development Services Department

  
\_\_\_\_\_  
Date



**GARY S. BISHOP, P.E.**

6010 JAMESON CIRCLE

PACE, FL 32571

PHONE: (850) 712-7618 • FAX: (866) 631-9483

E-MAIL: grybishop@yahoo.com

REC'D JUN 12 2015

**Dirt Industries Inc.  
Reclamation Plan 6-9-15**

**I. The Existing Site History:**

The site is located at section 38, t-1S, R-31W on 26+/- acres that front 964 feet of Bellview Avenue and is 1295 feet deep. The address is 5570 Bellview Avenue Pensacola, FL 32526. The sand mining operations began in the early 1950's. The site was originally a sand mine with both dredging and borrowing operations. Dirt Industries Inc. acquired the property in 1982 and began it's sand mining operations. The sand mining operation was discontinued in 2004 and the FDEP permit was not renewed. The site now serves as a recycling yard.

**II. The Site Operation and Expected Life:**

The sand mining operations carried out by the company have been closed down for 11 years, but the company wants to keep the option open to mine portion of the site to create another man made lake.

This site is used today and has been for ten years as a recycling center. Asphalt, concrete, dirt, and iron from construction sites is processed here and the products thus created are sold in bulk to contractors, federal, state, and local agencies as well as homeowners. Asphalt is first stockpiled until its time for processing. Then it is screened to remove dirt and deleterious materials. The clean asphalt is then stockpiled until it is time to shred it into various the sizes that meet the customers needs. Concrete is recycled in the same manner, first screened then crushed into the various sizes as needed. During the crushing process all the re-bar and other metals are removed. These metals are then stockpiled until enough is accumulated and the iron price is sufficient for sale to a scrap metal dealer. The dirt that is

*Handwritten signature and date: 6/10/16*



**GARY S. BISHOP, P.E.**

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PACE, FL 32571

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**collected from these two processes along with dirt brought in from construction sites and it is stockpiled until it is time to screen all deleterious materials out of it. When the dirt is clean it is sorted into either sand or top soil and stockpiled until it is sold. The deleterious materials that are separated from the soil are stockpiled until there is enough to justify hauling it to a permitted landfill.**

**This site was excavated out many years ago leaving a large 26 acre hole 30+ feet deep. This hole is being steadily filled in with clean fill material consisting of concrete, bricks, stones, and clean fill dirt. This clean fill material comes from excess recycled material that is surplus to the companies needs. This is part of the final closure plan, which will be discussed in detail later in the Reclamation Plan section of this paper. A large part of the property has already been reclaimed in this manner over the many years of operation.**

**The south and east sides of the site are completely enclosed by a fence with a single point of access off Bellview Avenue. The access point has locking gates and 24-hour security cameras. The north and west sides of the site border on RFL Baldwin's operating sand mine. There are "no trespassing" signs in place along the fenced areas. Additional signs will be added as needed in order to comply with the counties new ordinance. The site will last until the business closes or decides no longer take waste materials from construction sites and the final recycling and sale of the recycled materials is complete. The business of recycling can continue indefinitely as there will always be a need for this service and the site is large enough to accommodate it. This recycling business will certainly continue for many more years .**

### **III. The Site Reclamation Plan:**





**GARY S. BISHOP, P.E.**

6010 JAMESON CIRCLE

PACE, FL 32571

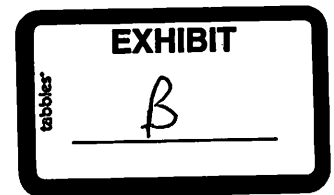
PHONE: (850) 712-7618 • FAX: (866) 631-9483

E-MAIL: grybishop@yahoo.com

**This site when closed it will contain three man-made lakes which, currently and after closure will serve as stormwater ponds, therefore there is no stormwater discharge off the site. These man-made lakes will be stocked with fish and put to recreational use.**

**At closure the excavated hole along Bellview Avenue will be filled to the original ground level from the road for at least 420 feet inward with clean debris creating a stable base for home construction or other similar use. This part of the property is already platted for residential use. This filled area will gently slope toward the man made lakes thereby providing more than adequate stormwater control. Beyond the 420 foot plus line a bank of 4 to 1 or greater slope will be constructed down to the base of the original excavation that area will also be leveled again with a gentle slope to the man- made lakes. The entire area will be vegetated. A park with fishing lakes and other recreational uses will serve the subdivision.**

**On the east boundary of the site there are some areas with nearly vertical slopes. This is where red sandy clay was excavated at least forty years ago. Over that amount of time there has been no erosion along these steep slopes and heavy tree cover now abuts them therefore there are no plans to modify these existing structures. Any modification to these slopes could result in damage to them thereby creating a problem where none now exists.**



**Operational Permit: Existing Resource Extraction Facility  
Borrow Pit**

**Project:** McDirt Pit  
**Location:** 5570 Bellview Ave  
**Development Review #:** PRP140800026  
**Property Reference #:** 38-1S-31-2100-000-038  
38-1S-31-2200-000-000

**Future Land Use:** I  
**Zoning District:** HC/LI  
**Flood Zone:** X

**STANDARD PROJECT CONDITIONS**

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit # \_\_\_\_\_, as amended by Site Plan Resource Extraction Development Order #PRP140800026.
2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.
3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.
4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.**
5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.
6. The date of issuance of this permit is the \_\_\_\_ day of June, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

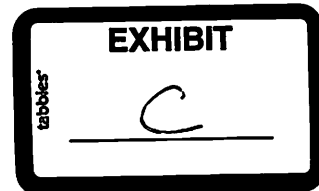
\_\_\_\_\_  
County Staff Designee *(Please Print)*

\_\_\_\_\_  
Signature(s)

I acknowledge receipt of this permit on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Property Owner(s) *(Please Print)*

\_\_\_\_\_  
Signature



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section \_\_\_\_\_, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, \_\_\_\_\_ (name), as \_\_\_\_\_ (title)  
of \_\_\_\_\_ (name of corporation), do hereby  
attest and affirm:

1. The property located at \_\_\_\_\_ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.
2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".
3. The percentage of the usable site that has been excavated is \_\_\_\_\_ percent.
4. The estimated remaining life span for permitted activities on the site is \_\_\_\_\_ years.
5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:

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FURTHER AFFIANT SAYETH NAUGHT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Corporation

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ (name)  
as \_\_\_\_\_ (title) of \_\_\_\_\_  
(name of corporation), on behalf of the corporation. He/she ( ) is personally known to me, or ( )  
has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)













## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-8631

Growth Management Report 11. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 08/20/2015

Issue: 5:47 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for KTTTC Investments Borrow Pit

From: Horace Jones, Department Director

Organization: Development Services

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#### **RECOMMENDATION:**

5:47 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for KTTTC Investments Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for KTTTC Investments Borrow Pit.

#### **BACKGROUND:**

At the February 19, 2015, Board of County Commissioners' (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

**Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits.,** of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

**Article VIII. - Borrow Pits and Reclamation, Section 42-324, Scope and compliance.,** of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for KTTTC Investments Borrow Pit.

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**Attachments**

02-18-2015 E-mail from Alison Rogers

Development Order

Public Hearing Sign

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**From:** Alison A. Perdue  
**Sent:** Wednesday, February 18, 2015 4:26 PM  
**To:** District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry  
**Cc:** Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson  
**Subject:** grandfathering  
**Attachments:** grandfatheringpits.docx

Commissioners,

As a follow-up to the conversation from the last Board meeting relative to grandfathering of existing pit operations, attached find proposed language that I will distribute as an errata sheet for both the LDC and for the ch. 42 borrow pit ordinance public hearings. I invite you to distribute to whomever you feel may be interested in the issue. Mr. Rigby, who raised this issue at our last meeting, is aware of this language. I am not sure if he will have additional comments tomorrow or not.

Any questions, please get with me directly and do not respond to this email.

Alison

L. *Existing permitted and unpermitted activities.* Borrow pits, resource extraction and reclamation activities existing and in operation prior to August 22, 2014, or permitted prior to that date, shall be grandfathered (or vested) in accordance with the following regulations.

1. *Lawful nonconforming activities existing prior to June 2, 2005.* Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits, resource extraction and reclamation activities existing and in operation prior to June 2, 2005 became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of Article 9 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the County Administrator or the County Administrator's designee on a case-by-case basis.

2. *Unpermitted existing activities.* Borrow pit, resource extraction and reclamation activities created on or after June 2, 2005 that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either section L.1 or L.2 may choose either.

3. *Permitted existing activities.* The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.



## **SITE PLAN**

### **RESOURCE EXTRACTION DEVELOPMENT ORDER with Concurrency Certification**

#### **"Borrow Pits and Reclamation Activities"**

**Project:** KTTTC Investments Borrow Pit  
**Location:** 1890 Blossom Trail  
**Development Review #:** PRP141100044  
**Property Reference #:** 41-1S-30-2000-000-006  
401S302001010010; 401S302001012010  
401S302001013010

**Future Land Use:** MU-U  
**Zoning District:** HDMU  
formally R-5  
**Flood Zone:** X

**Exhibit A:** Reclamation Plan  
**Exhibit B:** Resource Extraction Permit  
**Exhibit C:** Annual Compliance Affidavit

## **PROJECT DESCRIPTION**

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing existing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for KTTTC Investments Borrow Pit with vegetative cover proposed as their future reclamation. The project description is the development of a 7.23-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

## **STANDARD PROJECT CONDITIONS**

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval. Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.
3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertize public hearing.
4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.
5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.
8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not**

**obtained then this Development Order shall automatically terminate and be rendered null and void.**

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).
10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 7.11.09). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 7.11.019). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.
13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.
14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permittee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

### **Development Review Committee (DRC) Recommendation**

Having completed development review of the **KTTTC Investments Borrow Pit**, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

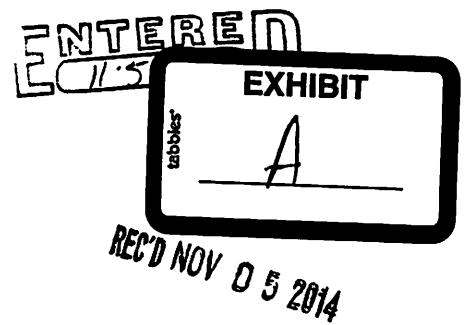
- ☒ **Approve**    The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- ☐ **Deny**        The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

  
\_\_\_\_\_  
Director, Development Services Department

  
\_\_\_\_\_  
Date



**A Pit Permit Application Narrative  
for  
Escambia County Florida  
submitted by  
KTTTC Investments  
November 5, 2014**



**I. Introduction:**

**A. Purpose:**

The intended result of this enterprise is to reclaim an old waste disposal site formally operated by GFD Construction., Inc, (GFD). This site has been abandoned and remains an environmental and physical hazard. The party whose responsibility for the remediation remains unclear.

**B. Background:**

GFD has operated the site as a landfill for over thirty years, with or without the required permits. During this period of time the site has been operated in a manner contrary to County and State requirements. The owner has been served over the years with numerous enforcement actions, that have largely been ignored. This has resulted in an environmental catastrophe. In 2009 Mr. Tony Green the owner of GFD signed a consent order with the Florida Department of Environmental Protection,(FDEP). In this order he agreed to properly close the landfill in accordance with state requirements. Prior to the acquisition of this property Mr. Tom King, owner of KTTTC Investments, (KTTTC) was told by FDEP that the closure liability was Mr. Green's responsibility and not his. Mr. King then proceeded with the property acquisition with this assurance.

A process of mitigating the damage in an effort to allow the property to be put to a useful purpose will be necessary. The mitigation effort will require reshape the fill area to meet the original natural contour and the covering the waste according to FDEP requirements. This process will require that cover dirt will need to be brought on to the site. KTTTC proposes to assist in closure effort by donating clean fill dirt delivered to the site. This has become a problem as Escambia County considers that bringing off site dirt to this site will require a pit permit.

This narrative is intended to be part of that permit application. This permit application is in no way a commitment by KTTTC for the site closure. This clean fill dirt is exclusively to be used in the closure effort regardless who does it.

REC'D NOV 05 2014

## II. Methodology:

The county requires a detailed closure plan to include a narrative description of the actions to be under taken, current site surveys, and construction drawings. KTTTC is submitting this narrative and a site boundary survey as its application as does not want to be actively involved in the site closure.

## III. The Closure Plan: Closure

FDEP's general closure plan requirements are as follows. The site will be capped as it comes up to its final design grade. During this operation the entire slope of the site, waste will be maintained at a 3 to 1 slope or less until the final elevation is reached. The operator will shape and compact to waste in accordance with the site plan. The site plan will be transferred into the field by using visual cues, poles locating the corners and elevations of the completed cell, at the site to assist the operator. The cap will consist of 24 inches of soil the top six inches of that will support vegetation. Those parts of the site, which reach final grade, will be capped soon after. Seeding will then begin.

The site does not have enough cover dirt available on site to complete the required capping process, therefore additional dirt must be brought to the site. Mr. King the owner of KTTTC has another nearby project that requires the construction of a large stormwater pond. The clean fill from the stormwater pond excavation will make excellent cover dirt for the old landfill site. The KTTTC proposes to take the dirt from the stormwater pond excavation and stock pile it on the undisturbed sections of the landfill until it is shaped for final closure by others

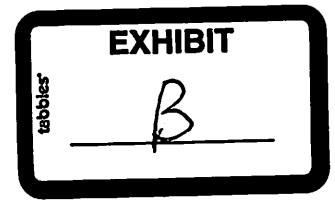
## IV. Conclusion:

Permission from Escambia County in the form of a permit or other means will allow the old landfill to be finally closed in accordance with FDEP requirements at a minimum cost to all involved. KTTTC is declining any

responsibility for the sites closure and is donating this clean fill as a goodwill gesture toward the finial closure of this site.

The proper closure of this landfill in the manner described above will benefit all parties as follows; Escambia County will be releaved of one of its a major environmental concerns and the Car-max / Pensacola Indoor Shooting Range's joint stormwater pond will be completed quickly, the state will also benefit by having one of its major environmental problems mitigated, and the KTTTC may even acquire a useful piece of property.

REC'D NOV 05 2014



**Operational Permit: Existing Resource Extraction Facility  
Borrow Pit**

**Project:** KTTTC Pit  
**Location:** 2100 Longleaf Dr  
**Development Review #:** PRP141100044  
**Property Reference #:** 411S302000000006; 401S302001010010  
401S302001012010; 401S302001013010

**Future Land Use:** MU-U  
**Zoning District:** HDMU  
**Flood Zone:** X

**STANDARD PROJECT CONDITIONS**

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit # \_\_\_\_\_, as amended by Site Plan Resource Extraction Development Order #PRP141100044.
2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.
3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.
4. Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.
5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.
6. The date of issuance of this permit is the \_\_\_\_ day of June, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

\_\_\_\_\_  
County Staff Designee *(Please Print)*

\_\_\_\_\_  
Signature(s)

I acknowledge receipt of this permit on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Property Owner(s) *(Please Print)*

\_\_\_\_\_  
Signature



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section \_\_\_\_\_, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, \_\_\_\_\_ (name), as \_\_\_\_\_ (title)  
of \_\_\_\_\_ (name of corporation), do hereby  
attest and affirm:

1. The property located at \_\_\_\_\_ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.
2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".
3. The percentage of the usable site that has been excavated is \_\_\_\_\_ percent.
4. The estimated remaining life span for permitted activities on the site is \_\_\_\_\_ years.
5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FURTHER AFFIANT SAYETH NAUGHT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Corporation

STATE OF FLORIDA  
COUNTY OF ESCAMBLA

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ (name)  
as \_\_\_\_\_ (title) of \_\_\_\_\_  
(name of corporation), on behalf of the corporation. He/she ☐ is personally known to me, or ☐  
has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)



NOTICE OF  
PUBLIC HEARING  
BOARD OF COUNTY COMMISSIONERS

**RESOURCE EXTRACTION  
PERMIT**

CASE NO. PRP141100044

DATE 08/20/15 TIME 5:47 PM

LOCATION OF HEARING

THOMAS WINS STREET BLDG  
221 PALMADA PLACE  
P.O. BOX 1000000

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL  
DEVELOPMENT SERVICES AT 904.387.1111 OR VISIT  
[WWW.WFSCAROLINA.COM](http://WWW.WFSCAROLINA.COM)

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY





NOTICE OF  
PUBLIC HEARING  
BOARD OF SUPERVISORS  
RESOURCE EXTRACTION  
PERMIT  
CASE NO. [REDACTED]  
DATE [REDACTED]  
LOCATION OF HEARING  
THE J. MARSHALL  
127 HILLTOP BLVD  
MARTINE, MISSISSIPPI 39301  
FOR MORE INFORMATION ABOUT THE CASE PLEASE CALL  
DEVELOPMENT SERVICES AT (601) 875-1111  
WWW.CORPORATEMISSISSIPPI.COM  
PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF SCLERNA COUNTY





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-8633

Growth Management Report 11. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 08/20/2015

Issue: 5:48 p.m. - A Public Hearing - Issuance of Operational Permit for Resource Extraction for Evergreen Borrow Pit

From: Horace Jones, Department Director

Organization: Development Services

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#### **RECOMMENDATION:**

5:48 p.m. - A Public Hearing Concerning the Issuance of Operational Permit for Resource Extraction for Evergreen Borrow Pit

That the Board approve and authorize or deny the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Evergreen Borrow Pit.

#### **BACKGROUND:**

At the February 19, 2015, Board of County Commissioners' (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

**Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits.,** of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

**Article VIII. - Borrow Pits and Reclamation, Section 42-324, Scope and compliance.,** of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, the Development Services Department will issue an operational permit for resource extraction only for Evergreen Borrow Pit.

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**Attachments**

02-18-2015 E-mail from Alison Rogers

Development Order

Public Hearing Sign

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**From:** Alison A. Perdue  
**Sent:** Wednesday, February 18, 2015 4:26 PM  
**To:** District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry  
**Cc:** Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson  
**Subject:** grandfathering  
**Attachments:** grandfatheringpits.docx

Commissioners,

As a follow-up to the conversation from the last Board meeting relative to grandfathering of existing pit operations, attached find proposed language that I will distribute as an errata sheet for both the LDC and for the ch. 42 borrow pit ordinance public hearings. I invite you to distribute to whomever you feel may be interested in the issue. Mr. Rigby, who raised this issue at our last meeting, is aware of this language. I am not sure if he will have additional comments tomorrow or not.

Any questions, please get with me directly and do not respond to this email.

Alison

L. *Existing permitted and unpermitted activities.* Borrow pits, resource extraction and reclamation activities existing and in operation prior to August 22, 2014, or permitted prior to that date, shall be grandfathered (or vested) in accordance with the following regulations.

1. *Lawful nonconforming activities existing prior to June 2, 2005.* Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits, resource extraction and reclamation activities existing and in operation prior to June 2, 2005 became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of Article 9 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the County Administrator or the County Administrator's designee on a case-by-case basis.

2. *Unpermitted existing activities.* Borrow pit, resource extraction and reclamation activities created on or after June 2, 2005 that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either section L.1 or L.2 may choose either.

3. *Permitted existing activities.* The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.



## **SITE PLAN**

### **RESOURCE EXTRACTION DEVELOPMENT ORDER with Concurrency Certification**

#### **"Borrow Pits and Reclamation Activities"**

**Project:** Evergreen Pit  
**Location:** 310 S Highway 95A  
**Development Review #:** PRP140800036  
**Property Reference #:** 14-1N-31-1004-000-004  
**Exhibit A:** Reclamation Plan  
**Exhibit B:** Resource Extraction Permit  
**Exhibit C:** Annual Compliance Affidavit

**Future Land Use:** AG  
**Zoning District:** LDR  
**Flood Zone:** X

## **PROJECT DESCRIPTION**

This Development Order is to satisfy the site plan and review requirements of Ordinance Number 2015-5 (bringing existing borrow pits into compliance with Escambia County Land Development Code). This Approved Resource Extraction Development Order also includes the County resource extraction permit for Evergreen Pit with a laydown yard proposed as their future reclamation. The project description is the development of a 27.2-acre site as a compliance borrow pit with subsequent reclamation as proposed by attached Exhibit A.

## **STANDARD PROJECT CONDITIONS**

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval. Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.
3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertize public hearing.
4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.
5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.
8. **Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).
10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 7.11.09). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 7.11.019). Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.
13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.
14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).



15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permittee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

### **Development Review Committee (DRC) Recommendation**

Having completed development review of the **Evergreen Pit**, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

- ☒ **Approve**    The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- ☐ **Deny**        The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

 5-20-15  
Director, Development Services Department                      Date



HAMMOND ENGINEERING, INC.  
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 9130  
ALABAMA CERTIFICATE OF AUTHORIZATION NO. 3277



### Evergreen (pit) Laydown Yard

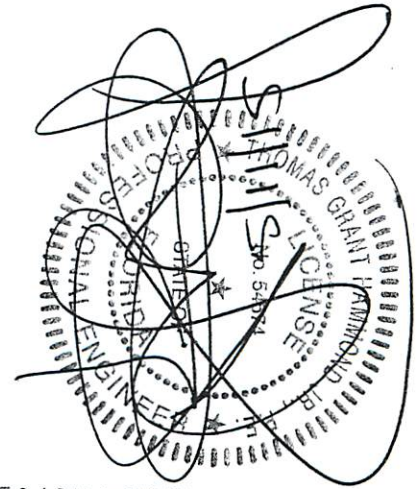
May 11, 2015

No excavating/mining activities occur or are proposed at this site. The site serves as a laydown yard for the storage of soil materials used in construction. No equipment, fuel storage, buildings exist or are proposed on the site. The site has an existing gully that runs along the north property line which discharges into jurisdictional wetlands located on the east of end of the site. The gully carries water from offsite and meanders along the north property line. Portions of the gully have side slopes that are steeper than 2:1.

There are other areas in the area where past excavating/mining activities have occurred which contain slope that exceed 2:1. These slopes exist without significant erosion due to the properties of the insitu soils.

No new slopes shall be established steeper than 2:1

Laydown yard activities are to occur within the confines of the 100' operational footprint shown on the plans. I visited the site. There is a 6' chainlink gate which is locked at the entrance. The north property line appears to be fenced with a 4' farm fence. Every parcel located along the south property line has a fence until well east of the area where the laydown yard activities will occur.



05-07040M4-2071-07  
**ENTERED**  
5-11-15  
KS



**Operational Permit: Existing Resource Extraction Facility  
Borrow Pit**

**Project:** Evergreen Pit  
**Location:** 310 S Highway 95A  
**Development Review #:** PRP140800036  
**Property Reference #:** 14-1N-31-1004-000-004

**Future Land Use:** AG/MU-S  
**Zoning District:** LDR  
**Flood Zone:** X

**STANDARD PROJECT CONDITIONS**

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit # \_\_\_\_\_, as amended by Site Plan Resource Extraction Development Order #PRP140800036 .
2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.
3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.
4. Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.
5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.
6. The date of issuance of this permit is the \_\_\_\_ day of May, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

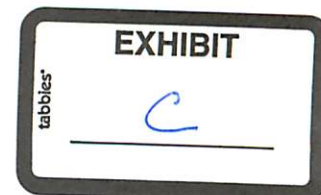
\_\_\_\_\_  
County Staff Designee *(Please Print)*

\_\_\_\_\_  
Signature(s)

I acknowledge receipt of this permit on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Property Owner(s) *(Please Print)*

\_\_\_\_\_  
Signature



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section \_\_\_\_\_, Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, \_\_\_\_\_ (name), as \_\_\_\_\_ (title)  
of \_\_\_\_\_ (name of corporation), do hereby  
attest and affirm:

1. The property located at \_\_\_\_\_ (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.
2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A".
3. The percentage of the usable site that has been excavated is \_\_\_\_\_ percent.
4. The estimated remaining life span for permitted activities on the site is \_\_\_\_\_ years.
5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FURTHER AFFIANT SAYETH NAUGHT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Corporation

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ (name)  
as \_\_\_\_\_ (title) of \_\_\_\_\_  
(name of corporation), on behalf of the corporation. He/she ☐ is personally known to me, or ☐  
has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)









NOTICE OF  
PUBLIC HEARING  
BOARD OF  
COUNTY COMMISSIONERS

**RESOURCE EXTRACTION  
PERMIT**

CASE NO: PRP140600036

DATE: 08/20/15 TIME: 5:38 PM

LOCATION OF HEARING

THE JEANETTE STREET BUNK  
221 PALATKA PLACE  
1901 FURNACE BRIDGE BUNK

FOR MORE INFORMATION ABOUT THIS LAND PLEASE CALL  
DEVELOPMENT SERVICES AT 800-455-0800  
WWW.BTCCLANDS.COM

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCHAMUS COUNTY



## **BOARD OF COUNTY COMMISSIONERS**

### **Escambia County, Florida**

**AI-8634**

**County Administrator's Report 11. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** Disposition Of Property

**From:** Chris Karp, IT Manager

**Organization:** Information Technology

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Shawn Fletcher, Information Technology Department Director

That the Board approve the three Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

#### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment.

This policy and procedure is in accordance with Florida Statute 274.06.

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

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

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property

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

Upon approval by the Board and document execution, the Information Technology Division will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

---

### **Attachments**

Request for Disposition

Request for Disposition

Request for Disposition

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

TO: Clerk & Comptroller's Finance Department


FROM: Disposing Department: Information Technology

COST CENTER NO: 270111

Shawn Fletcher

DATE: 7/27/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 595-1678

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	050450	HP Large Format Plotter / Map Printer	SG15P14023	HP5000PS60	2001	BAD
Y	057780	Longitude Notebook Computer	SY7111603709	713R	2008	BAD
Y	057781	Longitude Notebook Computer	SY7111603724	713R	2008	BAD
Y	057782	Longitude Notebook Computer	SY7111603676	713R	2008	BAD
Y	057783	Longitude Notebook Computer	SY7111603713	713R	2008	BAD
Y	057784	Longitude Notebook Computer	SY7111603579	713R	2008	BAD

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

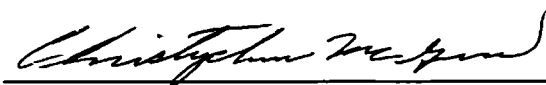
INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/27/2015 Information Technology Technician Signature: 

Date: 7/27/2015

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Shawn Fletcher

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: 8/20/2015

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

Pam Childers, Clerk of the Circuit Court & Comptroller

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

This Equipment Has Been Auctioned / Sold

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

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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

rev. sh 11.19.13

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

TO: Clerk & Comptroller's Finance Department

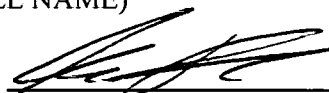
FROM: Disposing Department: Information Technology COST CENTER NO: 270111

Shawn Fletcher

DATE: 7/27/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 595-1678

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	057785	Longitude Notebook Computer	SY7111603782	713R	2008	BAD
Y	057786	Longitude Notebook Computer	SY7111603842	713R	2008	BAD
Y	057787	Longitude Notebook Computer	SY7111603643	713R	2008	BAD
Y	057788	Longitude Notebook Computer	SY7111603663	713R	2008	BAD
Y	057792	Longitude Notebook Computer	SY7111603818	713R	2008	BAD
Y	057794	Longitude Notebook Computer	SY7111603570	713R	2008	BAD

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

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions:        Dispose-Good Condition-Unusable for BOCC

  X   Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/27/2015

Information Technology Technician Signature:



Date: 7/27/2015

FROM: Escambia County Department Director (Signature):



Director (Print Name):

Shawn Fletcher

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: 8/20/2015

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

Pam Childers, Clerk of the Circuit Court & Comptroller

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

This Equipment Has Been Auctioned / Sold

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

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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



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

TO: Clerk & Comptroller's Finance Department

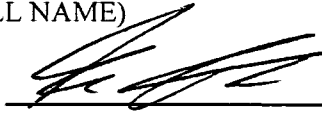
FROM: Disposing Department: Information Technology

COST CENTER NO: 270111

Shawn Fletcher

DATE: 7/27/2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 595-1678

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	057795	Longitude Notebook Computer	SY7041003169	713R	2008	BAD
Y	057797	Longitude Notebook Computer	SY7061601339	713R	2008	BAD
Y	057798	Longitude Notebook Computer	SY7111603820	713R	2008	BAD
Y	057799	Longitude Notebook Computer	SY7111603739	713R	2008	BAD
Y	057800	Longitude Notebook Computer	SY7111603775	713R	2008	BAD

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

INFORMATION TECHNOLOGY (IT Technician):

Christopher McGraw


Print Name

Conditions:        Dispose-Good Condition-Unusable for BOCC

  X   Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/27/2015

Information Technology Technician Signature: 

Date: 7/27/2015

FROM: Escambia County Department Director (Signature): 

Director (Print Name):

Shawn Fletcher

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: 8/20/2015

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

Pam Childers, Clerk of the Circuit Court & Comptroller

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

This Equipment Has Been Auctioned / Sold

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

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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

rev. sh 11.19.13



## **BOARD OF COUNTY COMMISSIONERS**

### **Escambia County, Florida**

**AI-8713**

**County Administrator's Report 11. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** Community Redevelopment Agency Meeting Minutes, July 23, 2015

**Organization:** Community & Environment

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 23, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the July 23, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

#### **BACKGROUND:**

On July 23, 2015, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

#### **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

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

Legal consideration is not necessary for this recommendation.

#### **PERSONNEL:**

NHS/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**



## CRAMINUTES-JULY

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**MINUTES  
COMMUNITY REDEVELOPMENT AGENCY  
July 23, 2015  
8:45 a.m.**

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**BOARD CHAMBERS, FIRST FLOOR,  
ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Doug Underhill, Commissioner  
Wilson Robertson, Vice Chair  
Steven L. Barry, Chair

Absent: Lumon J. May, Commissioner  
Grover Robinson, IV, Commissioner

Staff Present: Jack R. Brown, County Administrator  
Tonya Gant, Department Director  
Alison Rogers, County Attorney  
Chip Simmons/Amy Lovoy, Assistant County Administrator  
Clara Long, Division Manager  
Melanie Johnson, Administrative Assistant

Call to Order.

**Call to Order at 8:50 A.M. by Commissioner Barry.**

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF  
SETTING)**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

**I. Public Forum**

**II. Technical/Public Service**

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 23, 2015 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the July 23, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner Doug Underhill, Seconded by Vice Chair Wilson Robertson

**Vote:** 3 - 0 - Unanimously

**III. Budget/Finance**

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following three Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Curtis and Elizabeth Hughley, owners of residential property located at 303 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,295 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof;

2. The Agreements between Escambia County CRA and Susan H. Herrington, owner of residential property located at 267 Seamarge Lane, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,267 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof;

3. The Agreements between Escambia County CRA and Cecile Hines, owner of residential property located at 13 Audusson Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,643 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a 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 Commissioner Doug Underhill, Seconded by Vice Chair Wilson Robertson

**Vote:** 3 - 0 - Unanimously

2      Recommendation Concerning Commercial Facade, Landscape, and  
Infrastructure Grant Program Funding and Lien Agreements - Tonya  
Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 3015 Mobile Highway:

A. Approve the Commercial Facade Grant Program Funding and Lien Agreements between Escambia County CRA and VQK Management, LLC, the owner of commercial property located at 3015 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment District, each in the amount of \$10,000 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for Restoration of Architectural Features; and

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

Motion made by Commissioner Doug Underhill, Seconded by Vice Chair Wilson Robertson

**Vote:** 3 - 0 - Unanimously

**IV. Discussion/Information Items**

Adjournment.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8714**

**County Administrator's Report 11. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** Enterprise Zone Development Agency Board Reappointments

**Organization:** Community & Environment

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Enterprise Zone Development Agency Board Reappointments - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following August 20, 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 Enterprise Zone Development Agency (EZDA) Board Reappointments:

A. Reappointing Teresa Frye, Mortgage Loan Officer, Navy Federal Credit Union, to extend a four-year term as a local Financial Entity Representative, effective retroactively, July 22, 2015, until the sunset of the Enterprise Zone Program on December 31, 2015;

B. Reappointing Larry Strain, Vice President and Business Banker, United Bank, to extend a four-year term as an At-Large Representative, effective retroactively, July 22, 2015, until the sunset of the Enterprise Zone Program on December 31, 2015; and

C. Reappointing Ruth McKinnon, Training Development Coordinator, Pensacola State College, to extend a four-year term as an At-Large Representative, effective retroactively, July 22, 2015, until the sunset of the Enterprise Zone Program on December 31, 2015.

#### **BACKGROUND:**

On July 22, 2015, the EZDA Board recommended the following actions concerning the EZDA Board reappointments:

A. Teresa Frye, Mortgage Loan Officer, Navy Federal Credit Union, to extend her term until December 31, 2015. Ms. Frye's original four-year term expired in July 2015;

B. Larry Strain, Vice President and Business Banker of United Bank, to extend his term until December 31, 2015. Mr. Strain's original four-year term expired in July 2015; and

C. Ruth McKinnon, Training Development Coordinator of Pensacola State College, to

extend her term until December 31, 2015. Ms. McKinon's original four-year term expired in July 2015.

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/CRA) staff has attached an updated copy of the EZDA Board membership list for the 2015 fiscal year and current Resumes of proposed member reappointments.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

There were no legal documents considered.

**PERSONNEL:**

NHS/CRA staff will provide all administrative services for the EZDA Board.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Ordinance 2003-48 provides that the Board will appoint a board of commissioners to serve as the EZDA Board.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff convenes quarterly meetings and coordinates with the EZDA Board to solicit their input and assistance in implementing the EZ Strategic Plan.

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**Attachments**

Frye Resume FY2015

Strain Resume FY2015

McKinon Resume FY2015

EZDA Board Membership List FY2015

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# Teresa Frye

4506 Le Mans Way  
Pensacola, FL 32505

Email: teresafrye1971@gmail.com  
Mobile: 850-324-5243

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**Dedicated Mortgage Lending Professional** with 18 years of experience in originating, processing, and servicing mortgage loans. I take pride in counseling homebuyers, giving excellent member service, and assisting fellow team members. Nationwide Mortgage Licensing System number (NMLS) is **643536**.

---

## Personal & Professional Characteristics

*Proactive and detail oriented*

*Excellent written, verbal & listening skills*

*Highly motivated and driven to succeed*

*Great conflict resolution skills*

*Great at time management*

*Solid Interpersonal & Networking Skills*

---

## Professional Experience

NAVY FEDERAL CREDIT UNION, **Member Service Rep IV-CCO/MLO** – 09/2014 to Present

HANCOCK BANK, **Mortgage Loan Officer** – 07/2013 to 08/2014

NAVY FEDERAL CREDIT UNION, **Mortgage Loan Officer** – 07/2010 to 07/2013

HANCOCK BANK, **Mortgage Loan Officer** - 12/2009 to 06/2010

PEOPLES FIRST COMMUNITY BANK, **Mortgage Loan Officer** - 1/2008 to 12/2009

SUNTRUST MORTGAGE, **Mortgage Loan Officer** - 1/2006 to 1/2008

PEOPLES FIRST COMMUNITY BANK, **Mortgage Loan Officer** - 8/2003 to 1/2006

PEOPLES FIRST COMMUNITY BANK, **Mortgage Loan Processor** – 6/1999 to 8/2003

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## Responsibilities and Qualifications

- Interview and counsel prospective borrowers to ensure that they acquire a loan product appropriate to their individual circumstances. Analyzes the prospective borrower's income and debt and pre-qualifies the borrower for an affordable mortgage.
  - Analyze, research, and resolve problems and discrepancies related to servicing mortgage loans. Perform mortgage service transactions such as: processing payments, submitting task for auto drafts, payoffs, and escrow account changes.
  - Lead, guide, and mentor less experienced team members with mortgage applications and servicing skills.
  - Expert listening and telephone skills in a high volume call center retail banking environment. Quickly respond to inquiries regarding mortgage applications, processing status, and other problems and concerns.
- 

## Achievement Highlights

- Honored by the Florida Housing Finance Corporation for being a Top Loan Originator for Florida's First Time Home Buyer Program that provides down payment and closing cost assistance. Received the 2009 Gold Award, 2008 Platinum Award, 2007 and 2006 Distinguished Service Award, 2005 and 2004 Exceptional Service Award.
  - Top Loan Producer award in 2009, 2008, 2005, and 2004 in loan volume and units companywide at Peoples First Community Bank.
  - Top Loan Producer Award in 2006 and 2007 for unit volume at SunTrust Mortgage.
- 

## Education

UNIVERSITY OF WEST FL, Pensacola FL, **BS in Business Administration, Marketing with minor in Management, 2001**

PENSACOLA JUNIOR COLLEGE, Pensacola FL, **AA in Business Administration, 1993**



1729 Condor Drive  
Cantonment, FL 32533  
850/291-1374 - Cell  
LarryStrain@gmail.com

**PROFESSIONAL EXPERIENCE:**

7/13 – present **UNITED BANK**

5907 Berryhill Medical Park Drive, Milton, Florida 32570

**Vice President/Business Banker:** Responsible for generating commercial loans and managing a portfolio of commercial loans in the Northwest Florida market. Further charged with raising the bank's visibility by being the "face of the bank" in the Northwest Florida and South Alabama region through community, civic and economic development involvement. Develop and maintain key strategic partnerships with outside firms and key centers of influence. Responsible for the development of an SBA program within the bank and act as the point of contact on SBA 7a and 504 Loans. Participate as a member of the bank's Community Development Financial Institution (CDFI) team as well as being one of three points of contact on the bank's New Market Tax Credit program.

11/97- 6/13 **SMALL BUSINESS DEVELOPMENT CENTER, UNIVERSITY OF WEST FLORIDA**

401 East Chase Street, Suite 100, Pensacola, Florida 32502

**Executive Director and Instructor of Management and MIS:** Managed and directed the operations of the UWF Small Business Development Center. Responsible for the activities of two SBDC offices and eight counseling outreach centers providing management assistance and training to small businesses in a four county region of Northwest Florida. Developed and implemented strategic partnerships with the public and private sectors, determined program goals and facilitated their achievement, assured contract and budget compliance with a variety of funding agencies and the university, developed proposals and performance reports to various constituencies, and represented the SBDC throughout the UWF service area to economic development, business, legislative and educational organizations and leaders. Responsible for teaching sections of Small Business Consulting or an equivalent of nine semester hours annually.

1/12 – 3/13 **CENTER FOR INNOVATION AND ENTREPRENEURSHIP**

418 West Garden Street, Pensacola, FL 32502

**Interim Incubator Manager:** Oversaw the operation of the Greater Pensacola Chamber's small business technology incubator on a contract basis. Recruited tenants to the facility resulting in over 80% occupancy, managed tenant lease renewals, oversaw a complete technology overhaul including implementation of a new telephony system and solicited professional and donor support of the incubator. Created a written operating plan for the facility. Oversaw a \$72,000 renovation of the second floor of the facility which doubled the available square footage of the incubator and then filled most of the space.

2/87-10/97 **SMALL BUSINESS DEVELOPMENT CENTER, LEHIGH UNIVERSITY**

621 Taylor Street, Rauch Business Center #37, Bethlehem, PA 18015

**Director (6/88-10/1997):** Managed and directed the operation of the Small Business Development Center (SBDC) which provides management assistance to existing and start-up small businesses in a four county area. Responsibilities included hiring and supervision of a 14 person consulting staff, managing five specialized client service programs, identification of new program opportunities, initiating public/private partnerships, proposal writing, grant administration, budget and contract management for federal, state, university, and private sector funding, planning and achieving contract performance requirements, legislative, public and government agency relations, representing the SBDC in the Lehigh Valley economic development community, program advocacy and outreach, private sector fund raising, providing specialized client consulting, and developing and implementing educational services to the Center's clients.

Larry A. Strain

**Business Analyst (2/87-5/88):** Provided consulting services to small businesses in a four county geographic area. Responsible for the operation of the SBDC's Berks County Outreach Center, providing service to approximately 300 clients annually. Client services included business and strategic planning, market analysis and planning, preparation of financing proposals, and other business assistance as needed.

2/86-11/86      **DEEP SOUTH PEPSI-COLA, INC.**  
4040 Highway 14, Lake Charles, LA 70601

**Vice President and General Manager:** Responsible for the operation of a four plant soft drink sales and distribution organization employing 45 persons. Responsible for budgeting divisional volume and profit objectives. Developed and implemented marketing strategies and action plans to achieve company objectives. Responsible for facility and inventory management, prime account development, and negotiation of marketing agreements with parent companies.

4/84-12/85      **OKLAHOMA BEVERAGE COMPANY**  
1224 N. Lewis, Tulsa, OK 74150

**Corporate Cold Drink and Special Markets Manager (2/85-12/85):** Reporting to the V.P. of Sales and Marketing, was responsible for the development and operation of the food service division of a seven plant Coca-Cola franchise bottling company. Held full division P&L responsibility, developed corporate equipment policies, negotiated parent company cooperative agreements, and served as a member of the president's advisory staff.

**Corporate Marketing Director (9/84-1/85):** Responsible for the development, implementation, execution and evaluation of company marketing plans and trade standards in a seven sales center operation. Worked with Sales Center Managers to achieve sales and financial objectives in their bottling areas. Held key account responsibility for the company's franchise area. Developed and implemented the company's community relations programs. Worked as a member of the transition team as Oklahoma Beverage Company acquired new bottling facilities in Tulsa, Oklahoma.

**Sales Center Manager (4/84-8/84):** Responsible for the operation of a fifteen employee beverage distribution center. Responsibility for meeting sales and financial goals, equipment purchasing, key account management, and inventory control. Successfully turned around the sales center in five months from a loss position to a strong profit.

4/83-12/83      **ALLEGHENY PEPSI-COLA**  
1650 Union Avenue, Baltimore, MD 21211

**Territory Sales Manager:** Managed the sales and distribution activities of a three million case, 52 route Pepsi-Cola franchise. Provided management and leadership for 60 supervisors, salesmen and route delivery personnel. Planned monthly promotions, held key account sales responsibility, managed dealer incentive programs, developed and implemented a comprehensive route personnel training program, and made all human resource decisions related to distribution personnel.

5/81-3/83      **DR PEPPER COMPANY**  
P.O. Box 225086, Dallas, TX 75265

**Account Sales Manager:** Responsible for managing sales, distribution, and availability of Dr Pepper fountain syrups in a six state, thirteen bottler market area through the cultivation of retail accounts and coordination of the Dr Pepper distribution network. Developed and contracted bottler marketing plans and budgets with thirteen independent franchise bottling companies and trained bottler personnel. Gained availability in over 400 new accounts in less than two years.

## **OTHER EXPERIENCE:**

1989-1997      **ALLENTOWN COLLEGE OF SAINT FRANCIS DE SALES**  
2755 Station Avenue, Center Valley, PA 18034

**Adjunct Faculty:** Responsible for developing and teaching marketing and management courses to non-traditional adult undergraduate students in the College's ACCESS program. Courses taught include: Principles of Marketing, Consumer and Buyer Behavior, Marketing Research, Distribution Channel Management, Industrial Marketing, Small Business Management, Principles of Sales, Sales Management, Marketing Strategy and Planning, Business Policy and Strategy, and Entrepreneurship.

## **EDUCATION AND PROFESSIONAL DESIGNATIONS:**

**B.S. Commerce**, McIntire School of Commerce, University of Virginia, 1981

**Master of Business Administration**, Lehigh University, 1988

**Certified Business Analyst** Florida Small Business Development Center Network, 1998-present. Renewed in 2001, 2004, 2007, 2010, 2013

**Certified Examiner, Strategic Management Assessment Review Tool**, Missouri Small Business Development Centers

**Graduate**, Leadership Santa Rosa Class 25, December 2011

## **AFFILIATIONS:**

### *Recent*

Board of Directors, Consumer Credit Counseling Services of West Florida, Inc., 2005-present, Chair 2015

Board of Directors, Santa Rosa County Chamber of Commerce, 2005-present, Chair, 2008, 2010

Board, Escambia County Enterprise Zone Development Agency, 2007-present, Chair 2009-2010

Board of Directors, Community Enterprise Investments, Inc., (CEII) 2005-2009, 2013-present

Board of Directors, United Way of Santa Rosa County, 2010-present

Board of Directors, CareerSource EscaRosa, 2013-present, Secretary, 2014-present

Policy Board, Center for Innovation and Entrepreneurship, 2008-present

Chair, Center for Innovation and Entrepreneurship Selection Committee, 2008-present

Member, Florida First Capital Finance Corporation, 2005-present

### *Past*

Member, Florida Economic Development Corporation, 2002-2013

Member, United Bank Santa Rosa County Advisory Board, 2008-2013

Member, United Bank Certified Development Financial Institution Advisory Board, 2010-2013

Member, Santa Rosa County Agri-plex Oversight Committee, 2011-2013

President, Southeast Region Small Business Development Association, 2004-2010

Board of Directors, Junior Achievement of Northwest Florida, 2004-2005

Board of Directors, World Trade Council of Northwest Florida, 1998-2003

Board of Directors, Florida SBDC Professional Development Certification Board, 1998-2011

Member, Propeller Club of Northwest Florida, 2004-2013

Member, University of West Florida College of Business College Council, 1997-2013

Member, Pensacola Bay Area Chamber of Commerce, Entrepreneurial Development Council, 2003-2010

Founder and Co-Chairman, Pensacola Venture Forum, 2003-2009

Board of Directors, University of Virginia Alumni Association of Pensacola, 1998-2002

Board of Directors, PA Association of Small Business Development Centers, 1993-1997, Chair, 1995-1997

Board of Directors, Bethlehem Area Chamber of Commerce, 1994-1997

Board of Directors, Lehigh Valley Economic Development Corporation, 1995-1997

Board of Directors, Lehigh/Northampton Counties Revolving Loan Fund, 1988-1997

Board of Directors, Lehigh Valley Small Business Loan Pool, 1988-1997

Board of Directors, Easton, PA Downtown Manager Committee, 1996-1997

Board of Directors, Leadership Lehigh Valley, 1994-1997, Chair 1997

Board of Directors, South Mountain District, Minsi Trails Council, BSA. 1995-1997

Board of Directors, BERKS MINDCO, Minority Development Corporation, 1992-1997

Board of Directors, Lehigh Valley Futures Forum, President, 1989-1993  
Board of Advisors, Northeast Tier Ben Franklin Technology Incubator, 1992-1997  
Board of Advisors, Electro-Technology Applications Center, Northampton CC, 1993-1997  
Member, Northwest Florida Life Sciences Council, 2006-2008  
Member, Pensacola News Journal, Economy Watch Panel, 1998-2004  
Member, Bethlehem Area Chamber of Commerce Small Business Council, Chairman, 1989-1995  
Member, Bethlehem Area Chamber of Commerce Economic Development Council, 1994-1997  
Member, Lehigh Valley Legislative Delegation Advisory Committee, 1995-1997  
Member, Northampton County Development Corporation Executive Committee, 1996-1997  
Member, Northampton County Industrial Development Corporation Marketing Committee, 1992-1997  
Member, Northampton County Development Corporation Planning Committee, 1993-1997, Co-Chair 1996-1997  
Member, Northampton County Development Corporation, OEDP Committee, 1995-1997, Co-Chair 1996-1997  
Member, Lehigh Valley Economic Development Council, 1988-1997

## **AWARDS AND RECOGNITION**

2012 Pace Award, Greater Pensacola Chamber, **Professional Leader of the Year**  
2011 Association of Small Business Development Centers, **Florida State Star**  
2011 Florida Small Business Development Center Network, **State Star**  
2011 Florida Small Business Development Center Network, **Certified Business Analyst Impact Award**  
2011 Florida Small Business Development Center Network, **Certified Business Analyst Regional Impact Award**  
2011 Florida Small Business Development Center Network, **Regional Certified Business Analyst of the Year**  
2010 Santa Rosa County Chamber of Commerce, **Fred Hunter Spirit of Santa Rosa Award**  
2007 Pensacola Bay Area Chamber of Commerce/High Growth Business Club **Outstanding Service to Entrepreneurs Award**  
2006 Florida First Capital Finance Corporation **Florida Community Builder of the Year Award**  
2006 TEAM Santa Rosa Economic Development Corporation, **Industry Appreciation Week Partner Award**  
2006 University of West Florida **Million Dollar Research Club**

**Ruth McKinon**  
4416 Cedarbrook Drive  
Pensacola, Florida 32526  
850-304-6128  
[ruthmckinon@cox.net](mailto:ruthmckinon@cox.net)

## **CAREER OBJECTIVE**

To hold a position that will afford the opportunity to use my skills and in-depth experience in providing and coordinating job skills training. Be a key contributor in the growth & development of the employees, as well as the success of the organization. Be on a team whose primary focus is making a difference in the lives of others

## **PROFESSIONAL EXPERIENCE**

**Pensacola State College – Pensacola, Florida** **1997-present**  
*Coordinator of Training for Workforce & Economic Development*  
*Adjunct Instructor*

- Responsible for, implementation and the evaluation of corporate/workforce training for the community, business/ industry and governmental agencies
- Recruit, monitor, and evaluate adjunct faculty
- Manage the Downtown Center
- Develop comprehensive training and professional development program for the community, business/ industry, governmental agencies throughout the district
- Coordinate and conduct visits to businesses and government agencies to determine training needs
- Identify markets, plan, develop, conduct, and evaluate a comprehensive training and professional development program
- Develop customized training programs for community, business/ industry and governmental agencies
- Responsible for developing & scheduling open enrollment courses per school term
- Responsible for marketing all courses
- Participate in various professional committees: Continuing Adult Education Standing Committee (CAESC), Next Generation Learning Committee, Workforce Escarosa Committee
- Assist Workforce Escarosa – Rapid Response Team
- Collaborate with the local Workforce Board and area businesses/industry to determine training needs for creating a skilled workforce. (I.. e. leadership skills, customer service skills, technical skills)
- Deliver training when appropriate
- Instruct PC soft skills classes for Corporate Clients, Continuing Workforce Education open enrollment classes, and Employee Development
- Facilitate Leadership classes for Corporate Clients (Achieve Global & DDI courses)
- Evaluate Courseware
- Assist Corporate clients with creating customize training

**CHCS Services** **2007 – 2008**  
*Corporate Trainer*

- Developed and presented training curriculum and facilitated instruction of material to create understanding for managers, supervisors, and employees.
- Participated in needs analysis studies to determine training needs within the organization
- Conferred with management to gain knowledge of specific work situations requiring employees to master updates/ changes in policies, procedures, regulations, and technology
- Conducted training sessions: New Hire orientation, on-the-job training, use of computers and software, customer service, legal compliance, client product (Medicare, Medicare Supplement), and Leadership development.
- Formulated training outline and determined instructional methods such as individual training, group instruction, lectures, demonstrations, conferences, meetings, and workshops.
- Selected or developed testing and evaluation procedures used upon completion of training.

Escambia County  
Enterprise Zone Development Agency (EZDA) Board of Commissioners  
**Membership List FY2015**

Position	Board Member	Affiliation	Term Expiration	Recommended Expiration*
Local Code Enforcement	Steven Littlejohn, Chair	Escambia County Environmental Code Enforcement	2/21/2017	N/A
Local Chamber	Danita Andrews, Vice-Chair	Florida West Economic Development Association (EDA)	10/30/2015	N/A
Local Finance Entity	Teresa Frye	Navy Federal Credit Union	7/21/2015	12/31/2015
Local Workforce Development Board	Susan Nelms	Workforce Escarosa	10/30/2015	N/A
Non Profit Organization Located in Enterprise Zone	Peggy Fowler	Pensacola Habitat for Humanity	3/18/2018	N/A
Local Law Enforcement	Commander Dale Tharp	Escambia County Sheriff's Office	10/30/2015	N/A
Local Business Located in Enterprise Zone	Vacant	Vacant	3/18/2014	N/A
Resident Living in EZ	Juanita Williams	Edgewater Homeowners' Association & Neighborhood Watch	10/30/2015	N/A
Resident Living in EZ	Nita Freeman	Bell Acres Neighborhood Watch	2/21/2017	N/A
At-Large	Larry Strain	United Bank	7/21/2015	12/31/2015
At-Large	Ruth McKinon	Pensacola State College	7/21/2015	12/31/2015
At-Large	Rebecca Hale	Escambia-Pensacola Human Relations	1/15/2018	N/A
<b>County Staff</b>				
Enterprise Zone Coordinator	Victoria D'Angelo	Escambia County Community Redevelopment Agency	N/A	N/A

\*Recommendation to extend term provided due to expiration of the Florida Enterprise Zone Act on December 31, 2015.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8668**

**County Administrator's Report 11. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** Appointment of Members to the Affordable Housing Advisory Committee

**From:** Meredith Nunnari, Division Manager

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Appointment of Committee Members to the Affordable Housing Advisory Committee - Tonya Gant, Neighborhood & Human Services Department Director

That the Board adopt the Resolution re-establishing the Affordable Housing Advisory Committee (AHAC) and appointing the following 17 members, including the City of Pensacola appointees, to serve on the AHAC for a three-year term, effective October 1, 2015, through September 30, 2018:

- A. Maryann Andrews;
- B. Wayne Briske;
- C. George Ed Brown, Jr.;
- D. Edward R. Bryant, III;
- E. Bob Cordes;
- F. Dwain Edgar;
- G. Timothy Evans;
- H. Eric Flora;
- I. Patrick Kozma;
- J. Deborah Moore;
- K. Constance Parker;
- L. Abe Singh;
- M. Robert Strickland;
- N. Charles Trinchitella;
- O. Annie T. Walker;
- P. Paul Ritz (City of Pensacola appointee); and
- Q. Sue Saffran (City of Pensacola appointee).

### **BACKGROUND:**



Florida Statutes Section 420.9076 (Exhibit I) requires that local governments that receive State Housing Initiatives Partnership (SHIP) Program funds establish an Affordable Housing Advisory Committee (AHAC) and adopt by Resolution members to serve on the committee. An AHAC was originally established in 2008 through Resolution R2008-120 (Exhibit II). Currently the terms of all the members have lapsed. The AHAC is charged with evaluating established policies and procedures, ordinances, land development regulations, and adopted local government Comprehensive Plans as it effects affordable housing and submit a report recommending any changes prior to December 31, 2015. The County and the City of Pensacola jointly receive SHIP funding, implementing programs jointly through an Interlocal Agreement. Therefore, members appointed by the AHAC must be mutually approved by the Board of County Commissioners and the Pensacola City Council.

Per Florida Statute, membership shall include at a minimum citizens who are actively engaged representatives from the following areas:

1. One citizen who is actively engaged in the residential home building industry in connection with affordable housing;
2. One citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
3. One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
4. One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;
5. One citizen who is actively engaged as a for-profit provider of affordable housing;
6. One citizen who is actively engaged as a real estate professional in connection with affordable housing;
7. One citizen who is actively engaged as a not-for-profit builder of affordable housing;
8. One citizen who resides within the jurisdiction of the local governing body making the appointments;
9. One citizen who represents employers within the jurisdiction;
10. One citizen who represents essential services personnel, as defined in the local housing assistance plan; and
11. One citizen who actively serves on the local planning agency pursuant to Section 163.3174, Florida Statutes.

Applicants were solicited from the public via press releases issued on May 29 and June 15 (Exhibit III). The City of Pensacola has selected a member from their planning board and has also selected a City resident to serve on the Board; their applications are in Exhibit IV.

A total of 15 applications were received besides the two City of Pensacola appointees; these applications are attached in Exhibit V. Staff recommends appointing all applicants that applied to the AHAC and adopting the Resolution in Exhibit VI. Appointees will serve a three year term commencing October 1, 2015 and ending September 30, 2018.

#### **BUDGETARY IMPACT:**

Failure to provide for an AHAC jeopardizes receipt of SHIP funding for the County and City of Pensacola.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Resolution has been reviewed and approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

The State rule requires that the housing and planning sections of the responsible local government(s) provide administrative support for the AHAC. In this instance, support will be provided jointly by the Neighborhood Enterprise Division (NED) and the City of Pensacola Housing Office, with support from the County Developmental Services Department and City Planning and Development Services as needed.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The AHAC was established by Resolution in 2008. Membership on the Committee must also be made through a Resolution. Escambia County and the City of Pensacola jointly operate the SHIP Program through an Interlocal Agreement and therefore, both entities must approve the appointments to the AHAC.

**IMPLEMENTATION/COORDINATION:**

The AHAC membership will be jointly appointed by Resolution with initial 3 year terms to commence October 1, 2015. The committee will begin its work and submit an initial report to the Board of County Commissioners and City of Pensacola City Council on or before December 31, 2015. Approval of the AHAC and implementation involves coordination between NED and the City of Pensacola Housing Office as well Florida Housing Finance Corporation and agencies and individuals comprising the AHAC.

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**Attachments**

Ex I-FS 420.9076

Ex II-6-2008 Resume Excerpt

Ex III-Press Release

EX IV-City AHAC Apps

Ex V-County AHAC Apps

Ex VI-Resolution

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Affordable Housing Advisory Committee STATUTORY REFERENCE

**420.9076 Adoption of affordable housing incentive strategies; committees.--**

(1) Each county or eligible municipality participating in the State Housing Initiatives Partnership Program, including a municipality receiving program funds through the county, or an eligible municipality must, within 12 months after the original adoption of the local housing assistance plan, amend the plan to include local housing incentive strategies as defined in s. 420.9071(16).

(2) The governing board of a county or municipality shall appoint the members of the affordable housing advisory committee by resolution. Pursuant to the terms of any interlocal agreement, a county and municipality may create and jointly appoint an advisory committee to prepare a joint plan. The ordinance adopted pursuant to s. 420.9072 which creates the advisory committee or the resolution appointing the advisory committee members must provide for 11 committee members and their terms. The committee must include:

- (a) One citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- (b) One citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (c) One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d) One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e) One citizen who is actively engaged as a for-profit provider of affordable housing.
- (f) One citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g) One citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (h) One citizen who actively serves on the local planning agency pursuant to s. 163.3174.
- (i) One citizen who resides within the jurisdiction of the local governing body making the appointments.
- (j) One citizen who represents employers within the jurisdiction.
- (k) One citizen who represents essential services personnel, as defined in the local housing assistance plan. If a county or eligible municipality whether due to its small size, the presence of a conflict of interest by prospective appointees, or other reasonable factor, is unable to appoint a citizen actively engaged in these activities in connection with affordable housing, a citizen engaged in the activity without regard to affordable housing may be appointed. Local governments that receive the minimum allocation under SHIP may elect to appoint an affordable housing advisory committee with fewer than 11 representatives if they are unable to find representatives who meet the criteria of paragraphs (a)-(k).

(3) All meetings of the advisory committee are public meetings, and all committee records are public records. Staff, administrative, and facility support to the advisory committee shall be provided by the appointing county or eligible municipality.

(4) Triennially, the advisory committee shall review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances, and other policies. At a minimum, each advisory committee shall submit a report to the local governing body that includes recommendations on affordable housing incentives in the following areas:

- (a) The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
  - (b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
  - (c) The allowance of flexibility in densities for affordable housing.
  - (d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
  - (e) The allowance of affordable accessory residential units in residential zoning districts.
  - (f) The reduction of parking and setback requirements for affordable housing.
  - (g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
  - (h) The modification of street requirements for affordable housing.
  - (i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
  - (j) Preparation of a printed inventory of locally owned public lands suitable for affordable housing.
  - (k) The support of development near transportation hubs and major employment centers and mixed-use developments. The advisory committee recommendations may also include other affordable housing incentives identified by the advisory committee. Local governments that receive the minimum allocation under the State Housing Initiatives Partnership Program shall perform the initial review but may elect to not perform the triennial review.
- (5) The approval by the advisory committee of its local housing incentive strategies recommendations and its review of local government implementation of previously recommended strategies must be made by affirmative vote of a majority of the membership of the advisory committee taken at a public hearing. Notice of the time, date, and place of the public hearing of the advisory committee to adopt final local housing incentive strategies recommendations must be published in a newspaper of general paid circulation in the county. The notice must contain a short and concise summary of the local housing incentives strategies recommendations to be considered by the advisory committee. The notice must state the public place where a copy of the tentative advisory committee recommendations can be obtained by interested persons.
- (6) Within 90 days after the date of receipt of the local housing incentive strategies recommendations from the advisory committee, the governing body of the appointing local government shall adopt an amendment to its local housing assistance plan to incorporate the local housing incentive strategies it will implement within its jurisdiction.

**(This LHAP section of the SHIP Statute continues, but is not quoted here)**

RESUME OF THE REGULAR BCC MEETING – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedI. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. Recommendation: That the Board accept, for filing with the June 19, 2008, Board's Minutes, an Information Report concerning the Enterprise Zone Development Agency (EZDA) Second Quarter Report.

**Approved 5-0**

7. Recommendation: That the Board, in conjunction with the Pensacola City Council, take the following action regarding the Escambia-Pensacola Affordable Housing Advisory Committee:

- A. Approve the establishment of an Affordable Housing Advisory Committee (AHAC), pursuant to Section 420.9076, Florida Statutes; and
- B. Appoint, by (*adoption of*) Resolution, the following 14 members to serve on the AHAC for a three-year term, effective July 1, 2008, through June 30, 2011:

- (1) Raymond Noel
- (2) Buzz Ritchie
- (3) A. Darnell Sims
- (4) Mark Dufva
- (5) James Howard
- (6) Dan Horvath
- (7) Betty Salter
- (8) Theo Barrs III
- (9) Veronica Dias
- (10) Karen Sindel
- (11) Jennifer Fleming
- (12) Mike Rogers
- (13) Susan Nelms
- (14) Terry Gould

**Approved 5-0**

**From:** [PIO](#)  
**To:** [Meredith R. Nunnari](#)  
**Subject:** Escambia County [General Alerts] County Seeking Applications for Affordable Housing Advisory Committee  
**Date:** Monday, June 15, 2015 10:14:18 AM  
**Attachments:** [application-pdf.png](#)  
[county-logo-header\\_email.png](#)  
[AFFORDABLE HOUSING ADVISORY COMMITTEE 2015 Application.pdf](#)

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[View E-Mail In Browser](#)



## County Seeking Applications for Affordable Housing Advisory Committee

Friday, May 29, 2015 - 10:15am

The Board of County Commissioners is soliciting applications for representatives to join the Escambia-Pensacola Affordable Housing Advisory Committee (AHAC), which was established per Florida Statute (F.S.) for the purpose of reviewing affordable housing incentives available within the County and to make recommendations concerning those incentives to the Board and City Council.

The committee will help with the development of the Local Housing Assistance Plan for the State Housing Initiatives Partnership program. The Board is seeking to fill the following 10 slots, as outlined per F.S. 420.9076:

- One citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- One citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
- One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;
- One citizen who is actively engaged as a for-profit provider of affordable housing;
- One citizen who is actively engaged as a real estate professional in connection with affordable housing;
- One citizen who is actively engaged as a not-for-profit builder of affordable housing;
- One citizen who resides within the jurisdiction of the local governing body making the appointments;
- One citizen who represents employers within the jurisdiction;
- One citizen who represents essential services personnel, as defined in the local housing assistance plan

Members of the committee will meet quarterly and serve three-year terms. Positions will be recommended to the Board for approval in July and approved through resolutions in September 2015.

Citizens interested in serving should complete an application (enclosed below) or request a form via email at [NED@myescambia.com](mailto:NED@myescambia.com). Completed applications should be forwarded to Neighborhood Enterprise Division/AHAC, 221 Palafox Place, Suite 200, Pensacola, FL 32502. All applications must be received no later than June 19 for consideration.

For more information, contact Meredith Reeves Nunnari, Neighborhood Enterprise Division, at (850) 595-0022, ext.3, or by email at [mmunnari@myescambia.com](mailto:mmunnari@myescambia.com).

**Attachment:**  [AFFORDABLE HOUSING ADVISORY COMMITTEE 2015 Application.pdf](#)

Source URL (retrieved on 06/15/2015 - 10:50am):

<http://myescambia.com/home/news/county-seeking-applications-affordable-housing-advisory-committee>

[Unsubscribe from this newsletter](#)

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.





**AFFORDABLE HOUSING ADVISORY COMMITTEE**  
**Application for Appointment**

EXHIBIT IV

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
Neighborhood Enterprise Division  
Attention: Meredith Nunnari  
221 Palafox Place, Suite 200  
Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
✓	One citizen who actively serves on the local planning agency
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

**PERSONAL DATA**

MR.	PAUL	D.	RITZ
Salutation	First Name	Middle Initial	Last Name
1310 E. GONZALEZ ST., PENSACOLA, FL 32501			
Street Address		City, State, Zip	

438-9870

Home Phone

206-9494

Cell Phone

jbritz@att.net

Email Address

EMPLOYMENT DATA

BULLOCK-TICE ASSOCIATES

Name of Employer

909 E. CERVANTES ST., PENSACOLA, FL 32501

Street Address

City, State, Zip

434-5444

Work Phone

p.ritz@bulltice.com

Work Email Address

Which method do you prefer to be contacted? HOME

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE

ISSUE DATE

ISSUING AUTHORITY

ARCHITECT

5/23/1996

STATE OF FLORIDA

GENERAL CONTRACTOR 7/1/2003

STATE OF FLORIDA

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_

No ☒

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE

ORGANIZATION

N/A

Are you a resident of Escambia County and/or City of Pensacola (Members MUST be a resident of Escambia County)?

Yes ☒ No \_\_\_\_\_

If yes, continuous resident since (year) 1969

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
<u>2004 → PRESENT</u>	<u>CITY OF PENSACOLA PLANNING</u>

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☐ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I AM AN ARCHITECT WHO HAS BEEN INVOLVED IN THE DESIGN OF MULTIPLE TYPES OF HOUSING. PROJECTS INCLUDE SMALL SINGLE FAMILY TO LARGE SCALE UNIVERSITY HOUSING.

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

I WOULD LIKE TO BE INVOLVED IN THE  
AFFORDABLE HOUSING ENVIRONMENT TO  
HELP EFFECT POSITIVE CHANGE.

What do you hope to accomplish by serving on this Committee?

BY OFFERING MY IDEAS AND OPINIONS  
AS AN ARCHITECT AND DESIGNER OF THINGS  
IN ~~OUR~~ OUR BUILT ENVIRONMENT.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Paul D. Pitzer

Applicant's Signature

6/11/2015

Date

## AFFORDABLE HOUSING ADVISORY COMMITTEE

### Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
Neighborhood Enterprise Division  
Attention: Meredith Nunnari  
221 Palafox Place, Suite 200  
Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
✓	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

#### PERSONAL DATA

	Sue	P	Saffran
Salutation	First Name	Middle Initial	Last Name
1101 E Gonzalez St	Pensacola FL 32503		
Street Address	City, State, Zip		
N/A	850-5720058	saffmat@cox.net	
Home Phone	Cell Phone	Email Address	

EMPLOYMENT DATA

Retired  
Name of Employer

Street Address

City, State, Zip

Work Phone

Work Email Address

Which method do you prefer to be contacted? email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE

ISSUE DATE

ISSUING AUTHORITY

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_

No ✓

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE

ORGANIZATION

Are you a resident of Escambia County (*Members MUST be a resident of Escambia County*)?

Yes ✓ No \_\_\_\_\_

If yes, continuous resident since (year) 1992

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
City Fire Pension Board	1998-2000 ?

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☐ Business/Industry
- ☐ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I was the Assistant Department Director for the City Housing Department from 1997-2000. I had experience with the First Time Home Buyer's Program while in that position.

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings



Why do you want to serve on the Committee?

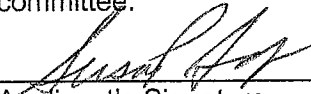
I am an advocate for affordable housing. I ~~have~~ have seen the positive outcomes ~~from~~ from the programs that Escambia County and the City of Pensacola administer.

What do you hope to accomplish by serving on this Committee?

Continue advocacy of affordable housing. Use my past experience in affordable housing industry to make recommendations regarding local housing incentives.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

  
Applicant's Signature

10/18/15  
Date

## AFFORDABLE HOUSING ADVISORY COMMITTEE

### Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
Neighborhood Enterprise Division  
Attention: Meredith Nunnari  
221 Palafox Place, Suite 200  
Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
✓	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
✓	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
✓	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

#### PERSONAL DATA

Mrs. MARYANN Andrews  
 Salutation First Name Middle Initial Last Name  
8224 Grave Land Ave PENSACOLA, FL 32534  
 Street Address City, State, Zip  
850-479-0748 850-516-3103 mandrews@ecc-clinic.org  
 Home Phone Cell Phone Email Address

# EMPLOYMENT DATA

Name of Employer Escambia Community Clinic, Inc.

Street Address 14 W. Jordan St. Pensacola, FL 32501  
City, State, Zip

Work Phone 850-436-4130 x. 1407 Work Email Address mmandews@ECC-clinic.org

Which method do you prefer to be contacted? WORK / CELL PHONE

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
<u>Florida Notary</u>	<u>2013</u>	<u>Florida State</u>

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes ☐

No ☒

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
<u>SINCE 2007</u>	<u>DEMOCRATIC EXECUTIVE COMM.</u>

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes ☒ No ☐

If yes, continuous resident since (year) 1971

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED

2015

BOARD/COMMITTEE

STEERING COMMITTEE (DEC)

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☐ Business/Industry
- ☐ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☒ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☐ Planning
- ☒ Recreation
- ☐ Rural Development
- ☒ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I HAVE BEEN WORKING WITH THE PUBLIC FOR OVER TWENTY YEARS WITH VARIOUS AGENCIES AND ORGANIZATIONS. I FEEL THAT WITH MY COMPASSIONATE AND Caring NATURE FOR THE NEEDLESS, WITH KNOWLEDGE OF THIS I CAN DO MORE TO HELP OTHERS.

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?


I want to help people get housing that are in need. We as a community need to come together to help disenfranchised and homeless people. I can be the voice to help others.

What do you hope to accomplish by serving on this Committee?

I want to be able to help, assist and aid people to get housing. I can better serve the citizens of Escambia County. I can be and advocate for housing and be able to obtain it.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

  
Applicant's Signature

6/17/15  
Date

# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
<input checked="" type="checkbox"/>	One citizen who is a member of the Local Planning Board
<input type="checkbox"/>	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
<input checked="" type="checkbox"/>	One citizen who is actively engaged in the banking or mortgage industry
<input type="checkbox"/>	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a for-profit provider of affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a real estate professional in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a not-for-profit builder of affordable housing
<input checked="" type="checkbox"/>	One citizen who resides within Escambia County
<input type="checkbox"/>	One citizen who represents employers within the jurisdiction
<input type="checkbox"/>	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

MR	Wayne	R	Briske
Salutation	First Name	Middle Initial	Last Name
1561 Jacks Branch Road	Cantonment, FL 32533		
Street Address	City, State, Zip		
	850-572-5010	Wbbblue272@gmail.com	
Home Phone	Cell Phone	Email Address	

## EMPLOYMENT DATA

Harvesters Federal Credit Union

Name of Employer

1350 W Nine Mile Road

Street Address

Pensacola, FL 32534

City, State, Zip

850-968-2233 x2036

Work Phone

wbriske@harvestersfcu.com

Work Email Address

Which method do you prefer to be contacted? \_\_\_\_\_ email, cell phone or text \_\_\_\_\_

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

**TITLE**

**ISSUE DATE**

**ISSUING AUTHORITY**

See attached resume

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_

No   x  

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

**DATE**

**ORGANIZATION**

See attached resume

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes \_\_\_\_\_ x \_\_\_\_\_ No \_\_\_\_\_

If yes, continuous resident since (year) \_\_\_\_\_ 1996 \_\_\_\_\_



Are you currently serving, or have you ever served, on a board or committee?

Yes\_\_\_\_\_x\_\_\_\_\_ No\_\_\_\_\_

If yes, please state the name of the Board or Committee and the dates served:

**DATES SERVED**

**BOARD/COMMITTEE**

1998 to 2003? Escambia County Board of Adjustment (Chairman)

2003 to Present Escambia County Planning Board (Chairman)

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☒ Agriculture and/or land-ownership interest
- ☒ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☒ Planning
- ☒ Recreation
- ☒ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

See attached resume

Can you attend meetings if they are held (circle all that apply):

Mornings x Afternoons x Evenings x

Why do you want to serve on the Committee?

I have been in the financial world my entire career and find it satisfying to help people with home ownership.

What do you hope to accomplish by serving on this Committee?

Help Escambia County grow through comprehensive planning while addressing the needs of the community.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

\_\_\_\_ Wayne Briske \_\_\_\_\_ 6/17/15 \_\_\_\_\_  
Applicant's Signature Date

**Wayne R. Briske**  
**1561 Jacks Branch Road**  
**Cantonment, FL 32533**  
**(850) 572-5010**  
**wbblue272@gmail.com**

**Objective:**

To join a reputable firm where I can use my experience in Management and Finance to further a successful career.

**Employment History:**

**June 2013 to Present**

**Harvesters Federal Credit Union – Pensacola FL**  
**Vice President / Commercial Loan Department Manager**

Current responsibilities include outside business development for new loans and accounts in the business and commercial portfolio. Preparing and underwriting these loans for review and approval. I am also training employees and managers internally on business development, financial analysis and the technical underwriting skills for commercial loans. I am one of 4 senior officers of the credit union and am on the ALCO, Loan Committee and Executive Committee.

**July 2006 to June 2013**

**United Bank – Milton, Florida**  
**Florida Market President/Senior Commercial Lender/ REO Officer**  
**Senior Vice President**

During my employment with this company I held multiple positions as a result of changing needs of the bank. I started with the company as the Florida Market President which I held for over 2 years. Along with major changes in the real estate market I was asked to move into a Special Assets / REO Officer Position for several years to help protect bank assets and loan portfolio. I also served in a dual role as the Florida Senior Commercial Lender and Florida REO Officer.

History of duties: Responsible for overseeing all Retail and Commercial Banking operations for the Florida market. These duties include planning, directing and managing the marketing, business development and service activities of the offices. Achieving profitability goals and improve the market share of the bank. Oversee the office's service quality, audit integrity and growth. Acting as the Senior Lending Officer for the Market. Member of the Corporate Officer Loan Committee and managing a portfolio of commercial loans. Act as the Chairman of the Officer Loan Committee in the absence of the bank Chief Credit Officer. Part of a 5 person team that rewrote the entire bank loan policy. Additional responsibilities include being on the ALCO committee which assists in setting loan pricing, deposit pricing and fee structure. I was also responsible for researching and proposing new branch sites in Northwest Florida. I opened 3 branches during this time period. Regularly give briefings, strategic ideas and technical training to

the Board of Directors. Established and Chair the bank's Florida Advisory Board. My role as Special Assets and REO officer included negotiating "work out" terms and conditions, interaction with bank counsel and restructuring loans to maximize repayment to the bank. As REO officer I continually work with potential buyers, realtors and brokers to negotiate sales of foreclosed properties. During all of these duties I have maintained a commercial loan portfolio.

**March 2002 to July 2006**

**Regions Bank – Pensacola, Florida**

**Senior Vice President – Commercial Loans and**

**Business Banking Segmentation Leader for Panhandle of Florida**

Responsible for the development of new business through personal contact with business owners, brokers, realtors, entrepreneurs, builders and developers. Research and review proposed commercial and construction sites for marketability and risk factors. Oversee all documents related to originating, approving and servicing the aforementioned loan types. Portfolio size fluctuated between \$60MM and \$80MM depending on Construction Loan projects and payoffs. 2005 Annual production was \$28MM and 2006 Partial Year (6 mos) production was \$13MM

The Business Banking Segmentation responsibility is a leadership and training position working to build relationship teams between commercial business bankers and their branch manager counterparts. This includes giving group presentations, training and individual coaching.

**March 1996 to March 2002**

**Peoples First Community Bank – Pensacola/Ft. Walton, Florida**

**Commercial/Construction Loan Manager/Vice-President**

Responsibilities included: Daily management of 3 commercial/construction loan offices. (1) Pensacola - with an average production loan volume of \$3.5 million per month. (Average portfolio size \$35 million construction and \$30 million commercial). (2) Ft. Walton/Destin - with an average production of \$1 million per month. (Average portfolio size \$24 million construction) (3) Baldwin County Alabama - with an average production of \$2 million per month. Specific responsibilities included the development of new loan business through personal contact with business owners, entrepreneurs, builders and developers. These areas included commercial loans, speculative construction, presold construction, construction perm and acquisition & development loans. I also introduced and established the bank in the Baldwin County Alabama Market in 1999.

**November 1995 to June 1996**

**Federal Judicial Court – Pensacola, Florida**

**Fines Administration Clerk**

Part time basis as needed. Temporary position while awaiting a career oriented job.

**March 1984 to November 1995**

**Great Western Bank – Pensacola and Orlando, Florida**

**Branch Vice President/Branch Manager**

**Regional Hub Manager (7 Branches)**

Responsible for planning, directing and managing the marketing, business development and service activities of the office. Achieve profitability goals and improve the market share of the bank. Oversee the office's service quality, audit integrity and growth. This location size is approximately \$275 million with 30+ employees. In addition, also responsible for the origination of mortgage, consumer and small commercial loans.

During my term with this company I began as a part time teller and eventually held a position as a Regional Hub Manager over 7 branch locations. This position included budgeting, assigning sales goals, overseeing service quality and preparing quarterly status reports to senior management. The position was eliminated as a result of corporate restructure. I remained as an employee in the capacity of Branch Vice President/Manager until my departure in 1995.

**Community Involvement and interests:**

I am currently serving as the Chairman of the Escambia County Planning Board. (Appointed by County Commissioners) The Planning Board handles rezoning requests, Comprehensive Plan changes and statutory changes to the Land Development Code. I am currently serving as the Florida State Partner and past Board of Directors for the National Off-Highway Vehicle Conservation Council (NOHVCC.org). I am currently serving on the Board of Directors of the Blue Ribbon Coalition. I served as the Treasurer/Secretary of the Florida Outdoor Recreation Coalition (FLORC.org) I am the founder of the Clear Creek OHV Riding Area in Milton, FL. I previously served as the Chairman of the Florida Division of Forestry OHV Advisory Board; appointed by prior Agriculture Commissioner Charles Bronson. My past community/corporate involvement includes being recognized as a Navy Distinguished Visitor 11/2009 (Eisenhower Carrier Trip), being active in the Pensacola, Pace and Santa Rosa Chamber's of Commerce, Board of Directors for the Building Industry Association of West Florida and Ft. Walton Chapter, Chairman of the Escambia County Board of Adjustment, committee member of Escambia County Development Review Committee, "Voice of the Ensley Chief's Football Park" (PA Announcer), "Voice of the Tate High School Aggies" (PA Announcer), Leadership Pensacola (LEAP) graduate class of 05, Voting member on the TEAM Santa Rosa loan committee, Board of Directors of Equipment Technology Inc., active member of the Baldwin County Alabama Home Builders Association, Advisory Council for Pensacola Promise (Chain Reaction Group), Secretary of the Scenic Hills Enhanced Neighborhood Protection Zone Council, United Way, Paint Orlando Beautiful, Coalition for the Homeless, Anthony House Food Drive and Florida Hospital Cancer Center. Additionally I served as the President of the North Florida Motorcycle Club (social club) from 1996 to 2003. I am an avid outdoorsman and enjoy all outdoor recreation to include hunting, camping and fishing.

References and salary history available upon request.

# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
✓	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
✓	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
✓	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
✓	One citizen who resides within Escambia County
✓	One citizen who represents employers within the jurisdiction
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

Mr.	George	Ed	Brown Jr
Salutation	First Name	Middle Initial	Last Name
8293 Foxtail Loop		Pensacola, FL 325326	
Street Address		City, State, Zip	
n/a	850-324-2976	gbrown9519@gmail.com	
Home Phone	Cell Phone	Email Address	

## EMPLOYMENT DATA

Gulf Coast Community Bank

Name of Employer	
40 N Palafox Stret	Pensacola, FL 32502
Street Address	City, State, Zip
850-202-1307	ebrown@mygulfbank.com
Work Phone	Work Email Address

Which method do you prefer to be contacted? Work

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
National Mortgage License	07/14/2011	National Mortgage License System
Insurance Adjusters License	11/09/2009( not active)	State of Florida
Title Insurance Agent	08/25/2003( not active)	State of Florida

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_ No ☒

If yes, please explain:

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Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
1997- current	Escambia Lodge #15 Free Masons
1998-Current	Hadji Shriners- Shriners International
2011-Present	Pensacola Professionals- BNI
2010 - Present	Karnival Cavaliers

Are you a resident of Escambia County (*Members MUST be a resident of Escambia County*)?

Yes ☒ No \_\_\_\_\_

If yes, continuous resident since (year) 1968



Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

**DATES SERVED**

**BOARD/COMMITTEE**

2013-Current

Hadji Shriners - Treasurer

2012-Current

Karnival Cavaliers- Treasurer

2013-current

Pensacola Association of Realtors- Governmental Affairs Committee

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☒ Agriculture and/or land-ownership interest
- ☒ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☒ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I have over 15 years experience in real estate related field and have helped several citizens in our community achieve the goal of homeownership.

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

Our bank currently works with a lot of first time homebuyers and as I am over that department I get to see day to day how the program works well and areas I think I can help it improve.

What do you hope to accomplish by serving on this Committee?

Build and maintain a better working relationship between the government agencies and the real estate industry.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

  
Applicant's Signature

06/16/2015

Date

# GEORGE E BROWN JR

---

## OBJECTIVE

To obtain a position with a company where I can continue to grow professionally and personally as an individual. I have an energetic personality and love being involved in the community and helping others develop to there full potential.

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## EXPERIENCE

2010-present                      Gulf Coast Community Bank      Pensacola, Fl.

*Vice Prseident-Residential Lending Manager*

- Manage all facets of the residential lending operations
- Hire and train loan officers and processors
- Insure Production goals and client expectations are met and or exceeded
- Insure compliance with state and federal lending procedures are met

2003-2010                      Title Solutions                      Pensacola, Florida

*Area Sales/Operations Manager*

- Start up company. Responsible for growth and development of title company
- Within two years had built up client base and closings to 500K per year.
- Managed employees and closers.
- Responsible for accounting and bookkeeping

1998-2003                      Five Flags Lending                      Pensacola, Florida

*President-Mortgage Lender*

- Managed all facets of the lending company
- Hired and trained loan officers and processors
- Negotiated lending agreements with lenders and wholesale banks

1994-1998                      American Medical Security                      Pensacola, Florida

*District Sales Manager*

- Managed the sales office with a territory from Montgomery, Al. to Tallahassee, Fl.
- Recruited, trained, and managed over 600 independent insurance agents
- Expanded sales to be in top 12 of the overall sales force for 32 states
- Assisted in contract negotiations and network development of health care providers

## EDUCATION

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1986 Woodham High School                      Pensacola, Florida  
▪ Graduated with 3.6 GPA  
▪ 1992-1994  
Pensacola Junior College    3.8 GPA  
Business Management/Accounting  
1988-1992 United States Air Force  
Honorable Discharge  
Air Traffic Control Navigation Electronics

## INTERESTS

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Hadji Shriners, Treasurer  
  
Imperial Membership Development Director with Shriners International

# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
✓	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

Mr. Edward (Beau) R. Bryant III  
 Salutation First Name Middle Initial Last Name  
32 Star Lake Dr. Pensacola, FL, 32507  
 Street Address City, State, Zip  
850-450-4656 / 850-450-4656 erb3@bellsouth.net  
 Home Phone Cell Phone Email Address



# EMPLOYMENT DATA

Name of Employer Blue Water Signature Homes, Inc.

Street Address 32 Star Lake Dr. City, State, Zip Pensacola, FL 32507

Work Phone 850-450-4656 Work Email Address beau@bluewatersignaturehomes.com

Which method do you prefer to be contacted? Both

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
State of Florida Building Contractors License	10-2004	Division of Construction State of Florida
State of Florida Sales Associate License	02/2005	Division of Real Estate State of Florida

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_ No X

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
<del>PAR</del> <u>PAR</u> <u>02/2005</u>	<u>PAR - Pensacola Association of Realtors.</u>

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes X No \_\_\_\_\_

If yes, continuous resident since (year) 1985



Are you currently serving, or have you ever served, on a board or committee?

Yes \_\_\_\_\_ No X

If yes, please state the name of the Board or Committee and the dates served:

**DATES SERVED**

**BOARD/COMMITTEE**

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Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- X Agriculture and/or land-ownership interest
- X Banking
- X Business/Industry
- X Building, Development and/or Real Estate
- Civic Activism
- X Community Design, Planning, and/or Engineering
- Education and Academia
- X Engineering/Surveying
- Environmental and/or Conservation
- Land Use Law
- Neighborhood and/or Civic Associations
- Planning
- Recreation
- Rural Development
- Transportation
- Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I have been in Real Estate and Construction for 15 years.  
specializing in infill and affordable housing.

---

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Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings



Why do you want to serve on the Committee?

I feel I can help Escambia County  
be a better place to live and work.

What do you hope to accomplish by serving on this Committee?

Educate myself and others about  
affordable housing in Escambia County.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Applicant's Signature

Date

6/5/2015

## AFFORDABLE HOUSING ADVISORY COMMITTEE

### Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
X	One citizen who resides within Escambia County — <b>PLANNING BOARD MEMBER</b>
	One citizen who represents employers within the jurisdiction
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

#### PERSONAL DATA

MR.	BOB	B.	CORDES
Salutation	First Name	Middle Initial	Last Name
7416	CAMALE DRIVE	PENSACOLA, FL. 32504	
Street Address	City, State, Zip		
850-479-2898	850-982-9741	bobcordes@cox.net	
Home Phone	Cell Phone	Email Address	

# EMPLOYMENT DATA

GULF POWER COMPANY

Name of Employer

ONE ENERGY PLACE

Street Address

PENSACOLA, FL. 32520

City, State, Zip

850-444-6804

Work Phone

bbcorder@southernco.com

Work Email Address

Which method do you prefer to be contacted? WORK E-MAIL

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE ARCHITECT # 10,197

ISSUE DATE APRIL, 1984

ISSUING AUTHORITY STATE OF FLORIDA

CERTIFIED BUILDING CONTRACTOR CBC 1252999

"

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes

No X

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE 20 PLUS YEARS

ORGANIZATION NORTHEAST PENSACOLA SERTOMA  
FLORIDA ECONOMIC DEVELOPMENT COUNCIL  
FLORIDA SMALL BUSINESS DEVELOPMENT COUNCIL  
CHAIRMAN FLORIDA'S GREAT NORTHWEST

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes ✓ No

If yes, continuous resident since (year) 1983

Are you currently serving, or have you ever served, on a board or committee?

Yes ✓ No                     

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED

BOARD/COMMITTEE

APRIL TO PRESENT

ESCAMBIA COUNTY PLANNING BOARD

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☒ Engineering/Surveying
- ☒ Environmental and/or Conservation
- ☒ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☒ Planning
- ☒ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I HAVE BEEN INVOLVED IN ECONOMIC & COMMUNITY DEVELOPMENT  
WITH GULF POWER CO. SINCE 1985. I HAVE ALSO PRACTICED ARCHITECT  
AND BUILDING CONSTRUCTION SINCE 1985. I AM ACTIVELY INVOLVED  
IN CIVIC DUTIES.

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

I WANT TO GIVE BACK TO MY COMMUNITY. I AM ALSO SERVING  
ON THE ESCAMBIA COUNTY PLANNING BOARD.

What do you hope to accomplish by serving on this Committee?

I WANT TO MAKE A DIFFERENCE.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

B. B. Culp  
Applicant's Signature

6-8-15  
Date

# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
<input checked="" type="checkbox"/>	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged in the banking or mortgage industry
<input type="checkbox"/>	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a for-profit provider of affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a real estate professional in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a not-for-profit builder of affordable housing
<input checked="" type="checkbox"/>	One citizen who resides within Escambia County
<input type="checkbox"/>	One citizen who represents employers within the jurisdiction
<input type="checkbox"/>	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

Salutation: B. First Name: SWAIN Middle Initial: EDGAR Last Name: EDGAR  
 Street Address: 4396 Capri Dr. City, State, Zip: PENSACOLA FL 32504  
 Home Phone: 850-479-2758 Cell Phone: 850-393-9408 Email Address: SWAINEDGAR44@gmail.com

# EMPLOYMENT DATA

Charter Development Corp.

Name of Employer

4800 N. W. St

Street Address

PENSACOLA FL 32505

City, State, Zip

850-393-9408

Work Phone

dwardedgar44@gmail.com

Work Email Address

Which method do you prefer to be contacted? cell phone

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
President Charter Dev-General Contractor		HBPR-13491 State
General Contractor	1981	JANET Halley
Edgar Auto Sales	1985	JANET Halley
Escambia County Competency Board		" "

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes ☒

No ☐

If yes, please explain:

Neighborhood Enterprise Foundation.

CITY OF PENSACOLA HOUSING OFFICE - AFFORDABLE NEW HOMES AND REHABILITATION OF OLDER HOMES

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
present	CHARTER Development Corp. - President
present	Edgar Auto Sales Inc. - President
PAST	Children's Home Society Board

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes ☒ No ☐

If yes, continuous resident since (year) 1944



Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED

BOARD/COMMITTEE

2005

Children's Home Society

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☒ Agriculture and/or land-ownership interest
- ☒ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☒ Environmental and/or Conservation
- ☒ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☒ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

General Contractor for 45 years  
Builder and Developer of Affordable Housing  
Lifetime Resident

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

To use my experience to help families improve their living conditions, and to explore solutions for better housing

What do you hope to accomplish by serving on this Committee?

To help bring attention to the living conditions that exist for many low income families, and contribute my knowledge and experience to help, where I can.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Dwain Edgar  
Applicant's Signature

8-3-2015  
Date

## AFFORDABLE HOUSING ADVISORY COMMITTEE

### Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
✓	One citizen who is actively engaged as a not-for-profit builder of affordable housing
	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

#### PERSONAL DATA

Mr.	Timothy	H.	Evans
Salutation	First Name	Middle Initial	Last Name
1225 Langley Ave		Pensacola, FL 32504	
Street Address		City, State, Zip	
850.525.3238		tevans@pensacolahabitat.org	
Home Phone	Cell Phone	Email Address	

## EMPLOYMENT DATA

Pensacola Habitat for Humanity

Name of Employer

300 W. Leonard St Pensacola FL 32501

Street Address

City, State, Zip

850.434.5456

tervans@pensacolahabitat.org

Work Phone

Work Email Address

Which method do you prefer to be contacted? email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE

ISSUE DATE

ISSUING AUTHORITY

NONE

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes ☒No ☐

If yes, please explain:

Habitat for Humanity regularly relates to the County Neighborhood Enterprise Division.

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE

ORGANIZATION

2012 - Current

Home Builders Assn of Northwest Florida

2012 - Current

Florida Housing Coalition

2012 - Current

Pensacola Chamber of Commerce

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes ☒No ☐

If yes, continuous resident since (year) 1987

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED

JAN 13 - current

BOARD/COMMITTEE

Area Housing Commission (City appointee)

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☐ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I have been the CEO for Pensacola Habitat for Humanity for the past 4 years. In that time I have developed a thorough understanding for and appreciation of the place of affordable housing as a central component of what makes for a sustainable community. I was the key designer of the recently held Affordable Housing Summit, a first of its kind event held locally to provide public awareness of the continuum of affordable housing - from homelessness to workforce housing - and how the housing issues relate to local efforts toward economic development.

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

I believe by serving on the committee I could use my experience and insight gained through years of professional background in affordable housing, specifically and community development more generally. I am well versed in a wide variety of approaches to address issues related to housing across a broad economic spectrum.

What do you hope to accomplish by serving on this Committee?

I believe I would be able to assist our community in formalizing a planned approach to address housing issues in the community that have a role in the economic struggles of families, neighborhoods and the community as a whole. Issues that relate to housing (education, health, crime, delinquency, etc) can be dealt with more systematically when the impact of housing is remembered as a part of the current problems and also part of any solution.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Ernoth Stewart 6/18/15

Applicant's Signature

Date

# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
✓	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
✓	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

*Disaster Unemployment Assistance.*

### PERSONAL DATA

Mr	Eric	L	Flora
Salutation	First Name	Middle Initial	Last Name
1721 East Leonard St.		Pensacola, FL 32503	
Street Address		City, State, Zip	
850-307-5555		eflora@careersourceescarosa.com	
Home Phone	Cell Phone	Email Address	



EMPLOYMENT DATA

Department of Economic Opportunity / Career Source Escambia  
Name of Employer

3670 N L Street Pensacola, FL 32505  
Street Address City, State, Zip

850-607-8710 eflora@careersourceescambia.com  
Work Phone Work Email Address

Which method do you prefer to be contacted? phone or email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
Occupational License	9/30/2015	Janet Helley, CPC

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes No ☒

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes ☒ No

If yes, continuous resident since (year) 2005

Are you currently serving, or have you ever served, on a board or committee?

Yes \_\_\_\_\_ No ✓

If yes, please state the name of the Board or Committee and the dates served:

**DATES SERVED**

**BOARD/COMMITTEE**

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☒ Business/Industry
- ☐ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

Actively involved with business & workforce development  
throughout the region

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

To learn more about AHAC and its impact on our community,

What do you hope to accomplish by serving on this Committee?

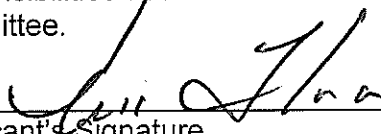
Unknown at this time.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Applicant's Signature

Date



6/4/2015

# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
<input checked="" type="checkbox"/>	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged in the banking or mortgage industry
<input type="checkbox"/>	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a for-profit provider of affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a real estate professional in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a not-for-profit builder of affordable housing
<input type="checkbox"/>	One citizen who resides within Escambia County
<input type="checkbox"/>	One citizen who represents employers within the jurisdiction
<input type="checkbox"/>	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

MR. Patrick J Kormag  
 Salutation First Name Middle Initial Last Name  
 2552 Rosebawn Dr. Cantonment FL 32533  
 Street Address City, State, Zip  
 850-968-5850 850-554-1123 PKormag@brick.com  
 Home Phone Cell Phone Email Address

# EMPLOYMENT DATA

Acme Brick, Tile & Stone

Name of Employer

185 Lorton St Pensacola, FL

Street Address

City, State, Zip

850-554-1123

PKorma@brick.com

Work Phone

Work Email Address

Which method do you prefer to be contacted? e-mail

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE

ISSUE DATE

ISSUING AUTHORITY

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes

No



If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE

ORGANIZATION

Home current

Home Builders Association of ALA FL

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes



No

If yes, continuous resident since (year) 1990

Are you currently serving, or have you ever served, on a board or committee?

Yes ☒ No ☐

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
2009-2012	Citizens Advisory Council to the Transportation Planning Administration

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☐ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I have been in the new home construction industry for 20+ yrs  
I have been a member of the Home Builders Association of ALA for 10 yrs.

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

With my experience in the new home construction industry & contacts I can help foster an understanding of what is possible to make an affordable home.

What do you hope to accomplish by serving on this Committee?

Maybe an opportunity to bring much needed labor to my industry & providing jobs & assisting those with the ability to afford safe housing.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

  
Applicant's Signature

6-19-15  
Date



# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200

Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
X	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

Ms	Deborah	Moore
Salutation	First Name	Middle Initial
401 Port Royal Way	Pensacola, FL 32502	

Street Address

City, State, Zip

850.261.1163

mooredeborah118@gmail.com

Home Phone

Cell Phone

Email Address

**EMPLOYMENT DATA**

N/A

Name of Employer

Street Address

City, State, Zip

Work Phone

Work Email Address

Which method do you prefer to be contacted? \_\_\_\_\_

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

<b>TITLE</b>	<b>ISSUE DATE</b>	<b>ISSUING AUTHORITY</b>
Tennis Official	2013	USTA
Swim Official	2009	FHSAA
Guardian Ad Litem	1990	State of Florida
Master Instructor	1989	USAF

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_

No   X  

If yes, please explain:

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Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

**DATE**

**ORGANIZATION**

2015 - present

Community Traffic Safety Team

2013 - present

Democratic Women's Club, Escambia County

2010 – present

Krewe du YaYas

2004 - present

Greater Pensacola Ladies Tennis League, Captain

2004 – 2012

Tiger Trace Home Owner's Association, Santa Rosa Co.

2010 -11

Gulf Breeze HS Swim Team Booster Club, President

Are you a resident of Escambia County (*Members MUST be a resident of Escambia County*)?

Yes\_\_\_\_\_X\_\_\_\_\_ No\_\_\_\_\_

2012 (in and out on active duty since 1981)

If yes, continuous resident since (year) \_\_\_\_\_

Are you currently serving, or have you ever served, on a board or committee?

Yes\_\_\_\_\_X\_\_\_\_\_ No\_\_\_\_\_

If yes, please state the name of the Board or Committee and the dates served:

**DATES SERVED**

**BOARD/COMMITTEE**

2015 – present

United Way, Escambia County

2015 – present

Port Royal Owners Association, Treasurer

2015 – present

Democratic Executive Committee, Escambia Co, Secretary

2008 – 2010

Democratic Executive Committee, Santa Rosa Co, Treasurer

2002

PTO President

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☒ Banking
- ☐ Business/Industry
- ☐ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☒ Education and Academia
- ☐ Engineering/Surveying
- ☒ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I have devoted myself to my family and then to my community no matter where my life has taken me. My twelve years as an active duty member were based out of Escambia County. Each time I returned here, I

became involved at a deeper level. From Saturday Scholars and Special Olympics to becoming a Guardian Ad Litem and leading as a Guardian on Honor Flight. My efforts to raise funds for those in need has brought me

onto the Board of United Way this year. I have a sincere desire to help those underserved in my community, which led me to run for office last year. I am in a unique position to give back fulltime to a place that I have chosen as my forever home. My work with the United Way has been so fulfilling and enlightening in a very short time. The organizations that are served through grants and volunteer efforts in Escambia County are far

reaching. Financial Stability and Educational Grants are making a difference in the equation of poverty every day. I believe the insights that I bring from all levels of my involvement here will be an asset to this Board and the citizens of Escambia County.

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

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During my campaign for office, I was asked to join many civic organizations that I visited or spoke to. I declined. It has never been about building my resume'. I ran for office because I wanted to work to better my community and affect the lives of those who live here in a positive way. It was the deaths of two pedestrians in my District, along Barrancas Avenue and Gulf Beach Hwy, that led me to join the Community Traffic Safety Team. I became involved with Honor Flight, from its inception, as a Veteran and as the daughter of a WWII Veteran. I joined the Krewe du YaYas because I had friends affected by Breast Cancer and this organization pays for mammograms and follow up care for uninsured and underinsured women in our community. My work in my child's school had always been to stay connected with him and help his schools. I follow my heart and my passion. Each stage of my life another door opens. I see this committee as another way to serve a need that I agree needs addressing.

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What do you hope to accomplish by serving on this Committee?

This is probably the hardest question to answer because there are so many reasons. There were a lot of people that were upset with the sale of the Habitat for Humanity homes recently. I know that I never want to see that happen again in my backyard. The recent summit held by Habitat by Humanity estimated the affordable housing deficit at 3000 units. I'll never forget when Hurricane Ivan helped to destroy the apartment complex that sat at the corner of Airport and Ninth Ave. There were those that were glad to see it go. It may have been an eyesore and that is an important consideration to keep in mind but I would question them as to where do you think the people who lived there are going? Some of the tenants were our senior citizens on a fixed income and many of the residents were exactly the ones that we are talking about – that wait on you at the mall or in the restaurants. They are those depicted at below the median income and unable to rent a 2 or 3 bedroom apartment at their current salary and at the current rental rates in Escambia County. They need affordable places to live. Poverty in Escambia County has been an issue for discussion and will continue to be. It is a complicated issue that starts with early education and ends with jobs that pay good wages. While that effort continues to happen on many different fronts, there is tremendous growth right now in the downtown area of Pensacola. We need to work with it in a way that blends affordable homes and apartments into the Pensacola and Escambia County landscape and make them a desirable place to live. I am very much aware that to effect a change – you must get involved.

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Attach Additional Sheets as Necessary

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

  
Applicant's Signature

6/15/15  
Date

## **Deborah Moore**

401 Port Royal Way  
Pensacola, FL 32502

850.261.1163  
mooredeborah118@gmail.com

### **Summary**

My knowledge, training, and experience in the military, civilian workforce, and volunteer community have given me an exceptional background to serve on your Affordable Housing Advisory Committee.. My expertise in public relations, fund-raising, and presentation skills and a strong desire to work in the non-profit sector give me the flexibility to manage the complexity of strengthening an advisory committee. Additionally, my strong work ethic and high level of professionalism will serve to strengthen this committee and facilitate the achievement of your goals and objectives.

### **Skill Set**

- Organizational and planning skills including prioritizing, time management, attention to detail, and focus on accuracy
- Experience in supervisory positions with excellent ability to delegate
- Strong communication abilities, written and oral
- Initiative to begin and complete complex projects on schedule
- Adaptability to new information, changing conditions, and unexpected obstacles
- Strong leadership capability in variety of roles
- Process oriented
- Ability to work under pressure with goal of producing quality results
- Sound common sense and problem-solving expertise
- Reliable and dependable work habits and temperament
- Ability to work independently as well as with teams
- Innovation and creativity

### **Work Experience**

#### **USTA Tennis Official**

Jun 2013-Mar 2014

#### **Florida Region 1, Tallahassee, FL**

- Acts as liaison between tournament director, players, coaches, and parents
- Monitors and enforces court activity in accordance with USTA rules and regulations
- Maintains appropriate working schedule, good attendance record, and professional appearance
- Performed 40 hours of volunteer service in order to qualify for position

#### **Legal Assistant**

Sep 2012-May 2013

#### **Kenneth R. Flottman, Atty., Ocean Springs, MS**

- Organized office and served as office manager in absence of attorney
- Handled legal research, and prepared and filed briefs
- Managed office budget and maintained records of office expenditures and travel expenses
- Used CLIO to track records of client billing and payment

#### **Account Manager**

Feb 1997-May 2000

#### **Stewart Industries, Burlington, NJ**

- Recruited new accounts through leads, phone calls, and cold calls
- Managed state contract as liaison between company, school boards, and state legislative offices
- Developed sales proposals and prepared and sent thank-you letters or other correspondence as needed
- Consistently exceeded quarterly sales quota
- Developed and delivered presentations for equipment training

#### **MSgt E-7, United States Air Force**

Mar 1981-Feb 1993

#### **Various Duty Stations, USA and Overseas**

- Maintained Top Secret Security Clearance, Sensitive Compartmented Information (SCI)



- Served as Protocol Officer, presenting classified briefings to explain unit's mission during facility tours for VIP's
- Provided career field instruction for 3 years to entry-level personnel in a multi-service environment through lecture and hands-on equipment training
- Developed curriculum and associated instructional materials for Basic and Advanced Non-Morse Operator Courses
- Maintained on-going involvement in military and civic organizations such as base booster clubs, theater guilds, Senior/Junior NCO Councils, and Girl/Boy Scouts

### Volunteer Service

#### **Krewe du YaYa, Pensacola, FL**

Aug 2010-Present

- 2013 Race for a Cure
  - Served as chairperson
  - Scheduled all volunteer hours and duties
  - Kept track of donations while raising a total of over \$5000 for cause
  - Created email notifications for event activities and prepared thank-you correspondence
- Participates in and regularly supports organization's activities for raising community awareness to help socioeconomically challenged individuals receive early-detection mammograms

#### **Honor Flight, Pensacola, FL**

2008

- Worked with Congressman Jeff Miller's office staff to organize and coordinate the logistics of the inaugural Honor Flight for World War II veterans
- Participated in first two flights as organizer and monitor of veteran bus and as personal guardian for 3 veterans on each flight
- Secured donations to ensure continued success of program

#### **Guardian ad Litem, Pensacola, FL**

1990

- Was approved and appointed as independent court investigator/representative for Guardian ad Litem program, requiring in excess of 25 hours per week volunteer time
- Selected to teach legal procedures for Florida Juvenile Justice System

#### **Junior NCO Council, Iraklion AS, Crete, Greece**

1985

- Arranged for Medal of Honor recipient Roy Benavidez as guest speaker for Air Force Dining-In
- Coordinated his travel from Texas and raised funds to offset cost of honorarium

### Technical Expertise

- Microsoft Office: Word, Excel, PowerPoint
- Quicken
- Clio Legal Software

### Education

#### **Community College of the Air Force, Maxwell AFB, AL**

1981-1990

- Communications Technology, AAS
- Instructional Technology, AAS

#### **University of Maryland, European and Asian Divisions**

1981-1993

- Course of Study: Business Management/Marketing

#### **Pensacola State College, Pensacola, FL**

1987-1990

- Course of Study: Paralegal Studies

### Awards and Recognition

- WEAR-TV 3 Angels in Our Midst Award for Honor Flight Activity 2008
- Air Force Achievement Medal, One Oak Leaf Cluster 1985, 1993
- The Air Force Commendation Medal, One Oak Leaf Cluster 1983, 1991
- Meritorious Service Medal 1986

# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
X	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
X	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
X	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
X	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

MS.	CONSTANCE	A	PARKER
Salutation	First Name	Middle Initial	Last Name
2683 STALLION RD.		CANTONMENT, FL 32533	
Street Address		City, State, Zip	
850-512-5280	850-572-5280	@oneaf15@cox.net	
Home Phone	Cell Phone	Email Address	

EMPLOYMENT DATA

COMMUNITY ACTION PROGRAM COMMITTEE, INC.

Name of Employer

1380 N. PALAFOX ST.

Street Address

PENSACOLA, FL 32501

City, State, Zip

850-679-4817

Work Phone

c.parker@capc-pensacola.org

Work Email Address

Which method do you prefer to be contacted? email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE

ISSUE DATE

ISSUING AUTHORITY

LICENSED RESIDENTIAL CONTRACTOR 2002

STATE OF FLORIDA

QUALITY CONTROL INSPECTOR 2015 BUILDING PROFESSIONAL INST

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes ☒

No ☐

If yes, please explain:

MY CURENT EMPLOYER HAS SHIP FUNDING AND I ADMINISTER THE PROGRAM.

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE

ORGANIZATION

2013-current BOARD VICE CHAIR FOR THE FLORIDA WEATHERIZATION NETWORK

Are you a resident of Escambia County (*Members MUST be a resident of Escambia County*)?

Yes ☒ No ☐

If yes, continuous resident since (year) 1965

Are you currently serving, or have you ever served, on a board or committee?

Yes   X   No                     

If yes, please state the name of the Board or Committee and the dates served:

**DATES SERVED**

**BOARD/COMMITTEE**

2013-CURRENT

FLORIDA WEATHERIZATION NETWORK

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☒ Agriculture and/or land-ownership interest
- ☐ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☒ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☒ Planning
- ☐ Recreation
- ☒ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I AM THE HOUSING DIRECTOR FOR THE COMMUNITY ACTION PROGRAM  
COMMITTEE AS WELL AS A LICENSED RESIDENTIAL CONTRACTOR. MY  
POSITION WITH THE AGENCY HAS ALLOWED ME TO RESEARCH AND SEEK OUT  
GRANT AND HOMEOWNERSHIP OPPORTUNITIES FOR LOW INCOME FAMILIES. I  
AM CURRENTLY A FIRST TIME HOMEOWNERHIP COUNSELOR AS WELL. IT IS  
THE DESIRE OF OUR AGENCY TO HELP WITH URBAN INFILL AND ASSIST  
FAMILIES WITH AFFORDABLE HOUSING OPPORTUNITIES.

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

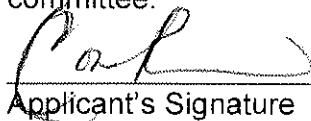
TO HELP ESCAMBIA COUNTY TO CREATE AFFORDABLE HOUSING OPPORTUNITIE  
TO THE RESIDENTS. I WOULD LIKE TO BE A PART OF A PROCESS THAT  
WE CAN HELP EDUCATE ESCAMBIA COUNTY RESIDENTS WITH THE PURCHASING  
KNOWLEDGE AND UNDERSTANDING OF HOMEOWNERSHIP.

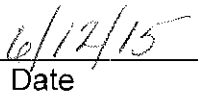
What do you hope to accomplish by serving on this Committee?

IT IS MY HOPE TO CREATE AND MAINTAIN AN ENVIRONMENT FOR  
AFFORDABLE HOUSING. I ALSO HOPE IF APPOINTED TO SEE THAT A PLAN  
IS IN PLACE TO REDUCE FORECLOSURE RATES BY EDUCATING AND  
COUNSELING FIRST TIME HOMEBUYERS.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

  
Applicant's Signature

  
Date

# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
<input checked="" type="checkbox"/>	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged in the banking or mortgage industry
<input type="checkbox"/>	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
<input checked="" type="checkbox"/>	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a for-profit provider of affordable housing
<input type="checkbox"/>	One citizen who is actively engaged as a real estate professional in connection with affordable housing
<input checked="" type="checkbox"/>	One citizen who is actively engaged as a not-for-profit builder of affordable housing
<input checked="" type="checkbox"/>	One citizen who resides within Escambia County
<input type="checkbox"/>	One citizen who represents employers within the jurisdiction
<input type="checkbox"/>	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

Mr. Able C Singh  
 Salutation First Name Middle Initial Last Name  
 1920 West Gordon St., Pensacola, FL 32523  
 Street Address City, State, Zip  
 850-336-2766 GEXELIVE.AA@housing.org  
 Home Phone Cell Phone Email Address

# EMPLOYMENT DATA

Arpa Hauling Commission  
Name of Employer

1920 W 95th Avenue SE, Pensacola, FL 32523  
Street Address City, State, Zip

850-438-8561 EXPLDIVE Archiving.org  
Work Phone Work Email Address

Which method do you prefer to be contacted? Email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
<u>Refer to Addendum 1</u>		

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_ No X

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
<u>Refer to Addendum 2</u>	

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes X No \_\_\_\_\_

If yes, continuous resident since (year) 2009

Are you currently serving, or have you ever served, on a board or committee?

Yes X No \_\_\_\_\_

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED

BOARD/COMMITTEE

Robert & Addendum 2

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☐ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☒ Education and Academia
- ☐ Engineering/Surveying
- ☒ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☒ Planning
- ☒ Recreation
- ☐ Rural Development
- ☒ Transportation
- ☒ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

Robert & Addendum 3

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings



Why do you want to serve on the Committee?

Refer to Addendum 4

What do you hope to accomplish by serving on this Committee?

Refer to Addendum 5

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

  
Applicant's Signature

6-19-15  
Date

#### Addendum 1

##### Professional Occupational License

1. Counseling
2. Administration and Advisement
3. Psychology License
4. American Psychological Association

#### Addendum 2

Homeless Coalition-Current

Autism-1993-Current

American Psychological Association-1981-Current

Land Development-2003-2009

City Improvement-2002-2009

Pensacola Rotary-Current

FAHRO

Department of Family and Children's Svc

#### Addendum 3

Please, accept my vita for the position of Executive Director, Housing Authority of the County of Salt Lake. As an Executive Director for Public Housing and working with HUD, I have been responsible for providing quality affordable rental homes, utilized housing as a platform for improving quality of life, and built inclusive and sustainability communities free from discrimination. While working with affordable housing programs, I have promulgated the policies, procedures, standards, regulations in the implementation of HOME Programs, National Housing Trust Fund, the Self-help Homeownership Opportunity Program, relocation, acquisition and replacement housing requirements under the Uniform Act and Section 104(d) of the Housing and Community Development Act. I have worked and have experienced servicing of Section 312 Rehabilitation Loans and close-out of the Rental Rehabilitation and Section 312, and Tax Credit Assistance Program, and served as the central point within Community Planning and Development.

I have planned, developed, organized, implemented, directed and evaluated the organization's fiscal function and performance. I have participated in the development of the corporation's plans and programs as a strategic partner, and evaluated and advised on the impact of long range planning, introduction of new programs/strategies and regulatory action.

With my partnership I have developed credibility for the finance group by providing timely and accurate analysis of budgets, financial reports and financial trends in order to assist the Board and senior executives in performing their responsibilities. I have enhanced and/or developed, implemented and enforced policies and procedures of the PH by way of systems that will improve the overall operation and effectiveness of the corporation, establishing credibility throughout the organization and with the Board as an effective developer of solutions to business challenges. I have provided technical financial advice and knowledge to others within the financial discipline, and improved the budgeting process on a continual basis through education of department managers on financial issues impacting budgets. As an ED I have also provided strategic financial input and leadership on decision making issues affecting the organization; i.e., evaluation of

potential alliances acquisitions and/or mergers and pension funds and investments. I have optimized the handling of bank and deposit relationships and initiated appropriate strategies to enhance cash position.

Along with fiscal departments I have developed a reliable cash flow projection process and reporting mechanism, which included minimum cash threshold to meet operating needs. I have acted as an advisor from the financial perspective on any contracts into which the Corporation may enter, evaluated the finance division structure and team plan for continual improvement of the efficiency and effectiveness of the group as well as providing individuals with professional and personal growth with emphasis on opportunities (where possible) of individuals.

Throughout my career in PHA I have successfully completed Recovery Plans to address deficiencies in operations and governance and returned to local control in accordance with cities, counties and HUD requirements. In the role of audit compliance, I have instituted policies that ended a culture of splurge and rooted out waste, fraud, abuse, and mismanagement. In my volunteer positions with homeless coalitions for veterans and other underserved diverse population groups, NSP organizations, Rotary Clubs, school boards, health and behavioral health hospitals, I have been responsible for policy development and advocacy leadership, including producing partnership policies "Towards Housing Reform." I have also served as president of Small Business Administration; staff director for the Housing and Community Development.

#### Addendum 4

I want to serve on this Committee because of my expertise in this at both the federal and local levels of government. I began my professional career while engaged in the relocation of Southeast Asian refugees at the end of the Vietnam War and with the veterans of Vietnam war. As an advocate of ELI, low income and very low income populations I have dealt with policy position at the U.S. Department of Housing and Urban Development where I had the great privilege of helping to shape the HOPE VI program during its early years, and working and learning from some of this country's greatest minds on housing and community development. As the ED for AHC, I now have the responsibility of implementing many of the programs and rules that I worked on at the federal level. And in doing so, I can recognize that the best of intentions are too often unnecessarily bogged down by burdensome processes; limiting our ability to shape programs with locally driven-solutions. Currently, I am already fulfilling the mission of affordable housing and its mission alone, so in cooperation of this board we can accomplish our mission in large scales. For the past 6 years, as the Executive Director for Area Housing Commission/ Housing Urban Development I am engaged with unaffordable and affordable housing in Escambia County. I commenced my experience in PHA and affordable housing at the conclusion of the Viet Nam war with the relocation of Southeast Asian refugees to the United States and with displaced Veterans off the Viet Nam war. Part of my career has been involved working with root causes of unaffordable home prices for ELI and the working poor. I will bring to your board experience in grant programs designed to increase the stock of affordable housing to low-income households.

#### Addendum 5

Through partnership I intend to increase supply of affordable rental housing to shelter low-income people, improve distressed neighborhoods, provide for mixed income communities, and ensure opportunities for seniors to live close to community and family. I will also introduce additional affordable, accessible, and appropriate housing that are critical critical and integral to making a community more livable for people with disabilities. There are many unmet housing needs in our communities which are based solely on standard measures of housing affordability. This analysis also reveals a gap between current policy goals and outcomes—even with laws in place requiring a portion of

units to be accessible, some developers and property owners do not comply. Whether this noncompliance is due to ignorance or intent, the evidence suggests we have missed opportunities to increase the supply of accessible, affordable housing. I intend to bring this gap closer to meets these needs for the population(s) who are seeking housing.

I will also introduce best and promising practices drawn from real examples, and lessons learned from experts working on housing issues and policy.

# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Community and Environment Department  
 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari  
 221 Palafox Place, Suite 200  
 Pensacola, FL 32502

The deadline for application submittal is June 19, 2015.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
X	One citizen who is actively engaged in the residential home building industry in connection with affordable housing
	One citizen who is actively engaged in the banking or mortgage industry
X	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
X	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
X	One citizen who is actively engaged as a not-for-profit builder of affordable housing
X	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
X	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

Mr.	Robert	E.	Strickland, Jr.
Salutation	First Name	Middle Initial	Last Name
7834 Northpointe Blvd.		Pensacola, Fl. 32514	
Street Address		City, State, Zip	
850.912.4585	850.572.3727	robert.strickland@oneblood.org	
Home Phone	Cell Phone	Email Address	

## EMPLOYMENT DATA

Oneblood, Inc.

Name of Employer

Pensacola, Fl. 32514

1999 East Nine Mile Road

Street Address

City, State, Zip

850.473.3853

robert.strickland@oneblood.org

Work Phone

Work Email Address

Which method do you prefer to be contacted? Cell Phone - Email

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

**TITLE**

**ISSUE DATE**

**ISSUING AUTHORITY**

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_

No X

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

**DATE**

June 1995-Present

**ORGANIZATION**

Association of Donor Recruitment Professionals

~~Feb. 2013-Present~~

Sacred Heart Hospital Advisory Council

Are you a resident of Escambia County (*Members MUST be a resident of Escambia County*)?

Yes X No \_\_\_\_\_

If yes, continuous resident since (year) 1992

Are you currently serving, or have you ever served, on a board or committee?

Yes   X   No                     

If yes, please state the name of the Board or Committee and the dates served:

**DATES SERVED**

**BOARD/COMMITTEE**

Currently	Sacred Heart Hospital Patient Advisory Committee
2001-2002	ADRP - Chairman Minority Recruitment

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☐ Business/Industry
- ☐ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☒ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☒ Planning
- ☒ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

Worked as Director for CIRCLE Inc which is a community development organization with focus on affordable  
Housing, Education, Health and Recreation. Instrumental in and experienced in health care issues  
in Escambia county and housing concerns and to include economic development.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Can you attend meetings if they are held (circle all that apply):

Mornings                      Afternoons - X                      Evenings - X

Why do you want to serve on the Committee?

To be a voice for the community in the realm of affordable housing. To help ensure that our county  
hears it's residents in whats needed for a better quality of life as they see it.

What do you hope to accomplish by serving on this Committee?

Assisting to help areas within Escambia county's redevelopment nieghborhoods become safe and  
adequate homes for its residents.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the  
responsibilities associated with being a committee member, and I have adequate time to serve on the  
committee.

Robert E. Strickland, Jr.

6/12/2015

Applicant's Signature

Date



# AFFORDABLE HOUSING ADVISORY COMMITTEE

## Application for Appointment

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 Neighborhood Enterprise Division  
 Attention: Meredith Nunnari 221  
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 Pensacola, FL 32502

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By Florida Statutes, the committee must be made up of people representing different interests and professions. Please mark all of the positions that you believe you could represent on the Committee.

INTEREST	POSITION
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	One citizen who is actively engaged as a for-profit provider of affordable housing
	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
X	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
X	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

<i>MR.</i>	<i>Charles</i>	<i>W</i>	<i>TRINCHITELLA</i>
Salutation	First Name	Middle Initial	Last Name
<i>73 Rockwood Road</i>		<i>Pensacola, FL 32514</i>	
Street Address		City, State, Zip	
<i>832.754.6280</i>		<i>ctygt2@msn.com</i>	
Home Phone	Cell Phone	Email Address	

# EMPLOYMENT DATA

Health First Network, Inc. (Chief Operating Officer)  
Name of Employer

3001 Langley Avenue  
Street Address

Pensacola, FL 32524  
City, State, Zip

850. 438. 0818 x 1415  
Work Phone

CTRINCHITELLA@H7NI.COM  
Work Email Address

Which method do you prefer to be contacted? CTRINCHITELLA@H7NI.COM

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
FL Life + Health Agent	1976	FL Dept of Insurance
FL Property & Casualty Agent	~ 1978	FL Dept of Insurance
TEXAS LIFE & Health Agent	~ 2001	TX Dept of Insurance

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes ☐

No ☒

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE

ORGANIZATION

N/A

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes ☒

No ☐

If yes, continuous resident since (year) 2013 (Prior 1956-1994)

Are you currently serving, or have you ever served, on a board or committee?

Yes X No                     

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
07/2012 - Present	Management Comm (BOD) Accountable Care Coalition of NW Florida
07/2012 - Present	Compliance Comm. " " " " "
07/2012 - Present	Care Coordination Comm " " " " "
07/2012 - 12/2013	Management Comm (BOD) Accountable Care Coalition of the Tri-Counties
04/2012 - 12/2013	Management Comm (BOD) Accountable Care Coalition of Coastal FL
2000 - 2005	BOARD OF DIRECTORS HERITAGE PHYSICIANS NETWORK, INC - TX

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☒ Business/Industry
- ☐ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

Core job responsibilities over my 40+ year career included:  
 Business Development, Operations, Member Service, Marketing and Sales.  
 These responsibilities mandated full exposure to both local and national  
 community members and leaders.

My current role as COO of a 700 physician organization affords me the  
 opportunity to seek advice, feedback, and input from physicians  
 who, would probably be providing care to possible recipients of affordable  
 housing programs

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

Provides the opportunity to give back to the community.  
Also my physician considers should provide angle feedback on  
current affordable housing needs

What do you hope to accomplish by serving on this Committee?

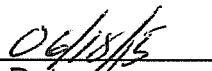
① Attain the goals and objectives of the committee as  
determined by the governing body or other oversight organizations

② Increase access to affordable housing to those who  
qualify based on current circumstances or need.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

  
Applicant's Signature

  
Date

# AFFORDABLE HOUSING ADVISORY COMMITTEE

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	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen who is actively engaged as a for-profit provider of affordable housing
X	One citizen who is actively engaged as a real estate professional in connection with affordable housing
	One citizen who is actively engaged as a not-for-profit builder of affordable housing
X	One citizen who resides within Escambia County
	One citizen who represents employers within the jurisdiction
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

### PERSONAL DATA

Salutation	<i>Annie</i> First Name	<i>T.</i> Middle Initial	<i>Walker</i> Last Name
Street Address	<div style="display: flex; justify-content: space-between;"> <span><i>703 Pinestead Rd.</i></span> <span><i>Pensacola, Fl.</i></span> <span><i>32505</i></span> </div>		
Home Phone	Cell Phone	Email Address	
<i>850-477-9255</i>	<i>850-266-7762</i>	<i>Annc2irealtor@aol.com</i>	

# EMPLOYMENT DATA

Name of Employer Southern Homes Realty, LLC  
 Street Address 855 Hwy 29 South City, State, Zip Cantonment, FL 32533  
 Work Phone 968-3551 Work Email Address Annca21realtor@aol.com

Which method do you prefer to be contacted? Cell- 850-206-2762

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
<u>Real Estate Associate</u>	<u>1985</u>	<u>DPR</u>
<u>Notary Public</u>	<u>1979</u>	<u>State of Florida</u>

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes \_\_\_\_\_ No X

If yes, please explain:

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
<u>1985 - Present</u>	<u>Pensacola Association of Realtors</u>
<u>1985 - Present</u>	<u>National Association of Realtors</u>
<u>1995 - Present</u>	<u>Order of Eastern Star PTA (Presently W.M.)</u>
<u>1990 - Present</u>	<u>WedgeWood HOA (Presently President)</u>

Are you a resident of Escambia County (Members MUST be a resident of Escambia County)?

Yes ✓ No \_\_\_\_\_

If yes, continuous resident since (year) 1962

Are you currently serving, or have you ever served, on a board or committee?

Yes X No \_\_\_\_\_

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
2008-2011	Community Building Workshop Consensus
2008-2011	Neighborhood Advisory Council (NAC)
2008-2011	Neighborhood Improvement Council (NIP)
2014-present	Wedgewood HOA (President)
1995-1995	Board member of SpringFest
2005-2005	member United Way Distribution Panel

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☒ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☒ Civic Activism
- ☒ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☒ Neighborhood and/or Civic Associations
- ☒ Planning
- ☒ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I have served on many committees and in organizations in an advisory capacity. My experience, suggestions and advice was an asset to the committees and organizations. I have worked in policy and decision making in my real estate profession. My planning and organizational skills is an asset to any business. In my real estate profession I have worked and closed contracts with the State Housing and Initiative program which gave me great insight of the program and assisting my customers.

Can you attend meetings if they are held (circle all that apply):

Mornings

Afternoons

Evenings

Why do you want to serve on the Committee?

I have a solid background in the housing industry, great problem solving abilities and focused on detail. Great communication skills motivated and can work with different types of people with varying personalities and skill levels. This qualifies me to be an asset to any Committee or Board.

What do you hope to accomplish by serving on this Committee?

With my experience and expertise I hope to gain additional knowledge about the housing market in order for me to assist others in the housing industry.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.



Applicant's Signature

6.19.15

Date



**RESOLUTION NUMBER R2015-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA RE-ESTABLISHING THE AFFORDABLE HOUSING ADVISORY COMMITTEE; APPOINTING MEMBERS OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM PURSUANT TO §420.9076, FLORIDA STATUTES; PROVIDING FOR A TERM OF SERVICE; PROVIDING REGULATIONS FOR THE CONDUCT OF MEETINGS; PROVIDING FOR A STAFF LIAISON; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the provisions of §§420.907-9079, Florida Statutes, the City of Pensacola and Escambia County currently participate in the State Housing Initiatives Partnership (SHIP) Program with the program funds jointly implemented and managed through an Interlocal Agreement; and

**WHEREAS**, pursuant to §420.9076, Florida Statutes, each county or eligible municipality participating in the SHIP Program, including a municipality receiving program funds through the county, or an eligible municipality, must appoint by resolution eleven (11) members to the Affordable Housing Advisory Committee (AHAC) for the purpose of recommending initiatives and incentives to encourage or facilitate affordable housing; and

**WHEREAS**, the Board finds that it is in the best interest of the public for Escambia County and the City of Pensacola to re-establish the AHAC and appoint the requisite members as a requirement for continued participation in the SHIP Program.

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

**SECTION 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**SECTION 2. Establishment.** The Affordable Housing Advisory Committee (AHAC) is hereby reaffirmed and re-established for the purpose of recommending initiatives and incentives to encourage or facilitate affordable housing in Escambia County in accordance with the provisions of §§420.907-9079, Florida Statutes.

**SECTION 3. Composition.** Pursuant to §420.9076, Florida Statutes, the following members who are currently actively engaged in the required representation areas shall be appointed to serve on the Affordable Housing Advisory Committee:

<b>Representation:</b>	<b>Appointee:</b>
1. Residential home building industry in connection with affordable housing;	<u>Dwain Edgar</u> <u>Patrick Kozma</u>
2. Banking or mortgage industry in connection with affordable housing;	<u>Wayne Briske</u> <u>George Ed Brown, Jr.</u>
3. Labor in home building in connection with affordable housing;	<u>Constance Parker</u>
4. Advocacy for low income persons in connection with affordable housing;	<u>Abe Singh</u>
5. For-profit provider of affordable housing;	<u>Edward R. Bryant, III</u>
6. Not-for-profit provider(s) of affordable housing;	<u>Timothy Evans</u> <u>Robert E. Strickland</u>
7. Real estate professional in connection with affordable housing;	<u>Annie T. Walker</u>
8. Escambia County Planning Board member;	<u>Bob Cordes</u>
City of Pensacola Planning Board member <b>(*City appointee);</b>	<u>*Paul D. Ritz</u>
9. Citizen who resides in Escambia County;	<u>Deborah Moore</u>
Citizen who resides in the City of Pensacola <b>(*City appointee);</b>	<u>*Sue Saffran</u>
10. Citizen who represents employers; and	<u>Eric Flora</u>
11. Citizen(s) who represents essential services personnel as defined in the SHIP Local Housing Assistance Plan (LHAP)	<u>Maryann Andrews</u> <u>Charles Trinchitella</u>

**SECTION 4. Terms of Office.** The term of office of the appointed members shall be for a three year period, with the initial term beginning October 1, 2015, and ending September 30, 2018.

## **SECTION 5. Officers.**

- A. Chairman. The AHAC shall elect a chairman to preside at all meetings. The Chairman shall be elected in October of each year and shall serve until the first meeting in October of the following year. There shall be no term limits for a member to serve as Chairman.
- B. Vice-Chairman. The AHAC shall elect a Vice-Chairman to preside and act on behalf of the Chairman during his or her absence. The term of office and method of election for the Vice-Chairman shall be the same as for the Chairman.
- C. Termination of an AHAC Member. Should any member of the AHAC cease to be an elector of the County or cease to occupy the office or position of responsibility set forth in his or her appointment, he or she shall cease to be a member of AHAC and shall be replaced by the appointing authority. Members of the AHAC may be removed by the Board of County Commissioners on the recommendation of the appointing authority. Additionally, the AHAC shall recommend to the Board of County Commissioners the removal of a member who accrues two (2) unexcused absences during the calendar year. Absences may be excused by a majority vote of the members present at any meeting. The AHAC shall recommend to the Board of County Commissioners the removal of an AHAC member who accrues three (3) or more absences from regular meeting during the calendar year.

**SECTION 6. Regular Meetings.** The AHAC shall establish a schedule of regular meetings, which shall be held at least quarterly. A schedule of each year's regular meeting shall be distributed to all AHAC members in October of the preceding calendar year.

**SECTION 7. Quorum and Voting.** A majority of the appointed members or nine (9) AHAC members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one (1) vote for all matters subject to a vote of the AHAC. All matters shall be decided by a majority vote of members present. No member shall abstain from voting unless the member has a conflict of interest.

**SECTION 8. Special Meetings.** The Chairman may call a special meeting of the AHAC on his or her own initiative and shall call a special meeting on the request of any three (3) members.

**SECTION 9. Location of Meetings.** The AHAC meetings shall be held in a County or City facility of sufficient size to accommodate those present and at such other locations as the AHAC may determine from time to time.

**SECTION 10. Rules of Procedure.** The AHAC shall conduct its meetings in accordance with the current edition of *Robert's Rules of Order*, except to the extent that any provision thereof is inconsistent with this Resolution.

**SECTION 11. Sunshine Law.** The AHAC shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

**SECTION 12. Agenda.** The Neighborhood Enterprise Division of the County or the City of Pensacola Housing Office shall, after consultation with the Chairman, prepare an agenda for all meetings. Any AHAC member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one (1) day prior to the meeting date.

**SECTION 13. Minutes.** Minutes shall be kept at each AHAC meeting. A written summary of the minutes of each meeting shall be prepared from a recording made at each meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

**SECTION 14. Notice of Public Meeting.** Notice of regular or special meetings of the AHAC and the time and location of each meeting shall be published to the public.

**SECTION 15. Working Groups.** The AHAC may appoint working groups for purposes and durations as it deems appropriate.

**SECTION 16. Staff Liaison.** The Neighborhood Enterprise Division Manager shall serve as the Escambia County staff liaison for the AHAC. The staff liaison shall provide support as necessary to carry out the purposes and objective of the AHAC. The staff liaison shall identify issues and alternatives that may relate to the AHAC's policies, goals, or programs and bring such matters before the AHAC for consideration.

**SECTION 17. Effective Date.** This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED THIS 20th DAY OF August, 2015.

ESCAMBIA COUNTY, FLORIDA, acting  
by and through its BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_  
Steven Barry, Chairman

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

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

(S E A L)

BCC Approved: August 20, 2015

Approval by County Legal Department:

4

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 8/16/15



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8705**

**County Administrator's Report 11. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** United Way of Escambia County - "Day of Caring" - October 16, 2015

**From:** Lorrie Davis, Human Resources Associate II

**Organization:** Human Resources

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the United Way of Escambia County "Day of Caring" on October 16, 2015 - Thomas G. "Tom" Turner, Human Resource Department Director

That the Board support the annual "Day of Caring," sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 16, 2015, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

#### **BACKGROUND:**

United Way's Day of Caring has become Escambia County's premier "hands-on" opportunity to help people and community service agencies. This event brings people from all segments of the business, government, and military communities together to perform needed volunteer projects at local non-profit organizations. Volunteers will do a variety of tasks for those most in need in our community. Each year, many companies, governmental agencies and the military allow their employees this opportunity to help the community and complete numerous projects at United Way funded agencies.

#### **BUDGETARY IMPACT:**

Any employee participating in this activity is already included in the current budget of their respective divisions. In lieu of the employee utilizing annual leave, the hours involved in the "Day of Caring" would be reported as administrative leave.

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

N/A

#### **PERSONNEL:**

Division Managers will determine employee participation considering the workload of their divisions and staffing requirements.

**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-8710**

**County Administrator's Report 11. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** Extension of the 2015 Ad Valorem Property Tax Roll

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

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Extension of the 2015 Ad Valorem Property Tax Roll -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve extending the 2015 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board Hearings to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

**BACKGROUND:**

By extending the 2015 Ad Valorem Tax Roll, it allows the Tax Collector the ability to collect Ad Valorem Taxes for the various taxing authorities beginning November 1, 2015. It also allows the taxpayers the ability to pay their property taxes during each of the four discount periods.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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## **Attachments**

2015 Tax Roll Extension

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# Janet Holley, CFC

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

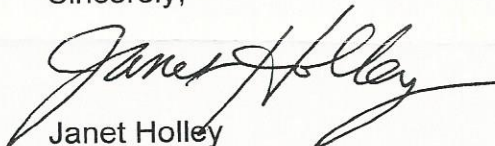
August 4, 2015

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

Dear Commissioner Barry:

This letter is being submitted as a formal request of the Board of County Commissioners to extend the 2015 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. It is important to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods allowed by law. Prompt action by the Board will ensure this. This extension also will allow the collection of revenue for the various taxing authorities to begin November 1, 2015. Authority for early extension of the tax roll is provided for in F.S. 197.323. Thank you.

Sincerely,



Janet Holley

/cmv

cc: Jack Brown, County Administrator  
Chris Jones, Property Appraiser  
Amy Lovoy, Assistant County Administrator  
Allison Rogers, County Attorney

*"Where service is a matter of pride."*



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8720**

**County Administrator's Report 11. 7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** Resolution Supporting Proposed Legislation Providing a Statewide Ban on Hydraulic Fracturing, Acid Fracturing, and Well Stimulation

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning a Resolution Supporting Proposed Legislation Providing a Statewide Ban on Hydraulic Fracturing, Acid Fracturing, and Well Stimulation - Commissioner Lumon May, District 3

That the Board adopt the Resolution supporting proposed legislation providing a Statewide ban on hydraulic fracturing, acid fracturing, and well stimulation performed for the purpose of exploration or production of oil or natural gas in the state of Florida.

#### **BACKGROUND:**

Escambia County currently has eight active Superfund Sites which are the known source of chemical contaminants in groundwater. Hydraulic fracturing, also known as well stimulation, may involve the use of hundreds of chemicals, some of which are known to be carcinogenic or could otherwise be harmful to human beings. Exposure to the chemicals used in well stimulation treatments may pose a widespread and significant risk to public health and the State of Florida's most precious natural resources. Hydraulic fracturing may involve the use of a substantial amount of fresh water at a time when may Florida local governments are struggling with the impacts that water scarcity may have in the State in the near future.

#### **BUDGETARY IMPACT:**

N/A

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

The Resolution has been approved as to form and legal sufficiency by Meredith Crawford, Assistant County Attorney.

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Clerk's Office will forward a copy of the Resolution to Governor Rick Scot; Senator Andy Gardiner, Senate President; Representative Steve Crisafulli, Speaker of the House; Senator Greg Evers; Representative Clay Ingram; and Representative Mike Hill.

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**Attachments**

Resolution

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**RESOLUTION NUMBER R2015- \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING PROPOSED LEGISLATION PROVIDING A STATEWIDE BAN ON HYDRAULIC FRACTURING, ACID FRACTURING, AND WELL STIMULATION PERFORMED FOR THE PURPOSES OF EXPLORATION OR PRODUCTION OF OIL OR NATURAL GAS IN THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Escambia County Board of County Commissioners takes great pride in supporting the highest quality of life among Escambia County residents; and

**WHEREAS**, the Escambia County Board of County Commissioners is dedicated to protecting and improving our most precious natural resources; and

**WHEREAS**, Escambia County currently has eight active Superfund Sites which are the known source of chemical contaminants in groundwater; and

**WHEREAS**, hydraulic fracturing, also known as well stimulation, may involve the use of hundreds of chemicals, some of which are known to be carcinogenic or could otherwise be harmful to human beings; and

**WHEREAS**, exposure to the chemicals used in well stimulation treatments may pose a widespread and significant risk to public health and the State of Florida's most precious natural resources; and

**WHEREAS**, hydraulic fracturing may involve the use of a substantial amount of fresh water at a time when many Florida local governments are struggling with the impacts that water scarcity may have in the state in the near future; and

**WHEREAS**, hydraulic fracturing may result in emissions of greenhouse gases, such as carbon dioxide and methane, all of which would further exacerbate climate change and its impact to Florida's economy and environment; and

**WHEREAS**, the high-pressure injection used to fracture may result in fracturing rock formations beyond the extraction site, potentially allowing harmful chemicals to migrate into the aquifer; and

**WHEREAS**, hydraulic fracturing may harm wildlife, including species that are protected under federal and state endangered species laws; and

**WHEREAS**, the prohibition of such practices will help protect the public health, safety, and welfare of the state, today and for future generations.

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

**Section 1.** That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8669**

**County Administrator's Report 11. 8.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** Adoption of a Resolution Regarding the Temporary Closure of County Road 196

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

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning a Resolution Regarding the Temporary Closure of County Road 196 at Escambia County Bridge Number 480088 over Jack's Branch - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the temporary closure of County Road 196 during the completion of a Florida Department of Transportation (FDOT) bridge replacement project in Fiscal Year 2018:

- A. Adopt the Resolution approving the temporary closure of County Road 196 during the completion of an FDOT bridge replacement project in Fiscal Year 2018 for a duration of approximately 225 calendar days and detouring traffic for a length of 7.2 miles; and
- B. Authorize the Chairman or Vice Chairman to execute the Resolution and any subsequent documents required for implementation of the temporary road closure.

[Funding Source (for maintenance of bridges): Fund 175, Transportation Trust Fund, Account 210402/54601]

#### **BACKGROUND:**

Bridge #480088, located on County Road (CR) 196 over Jack's Branch in Escambia County and not on the State Highway System, will be replaced by FDOT in Fiscal year 2018.

According to FDOT criteria, this bridge has reached a level of deterioration which warrants replacement, and is on the list for FDOT's 5-Year Work Plan. Upon the Board's adoption of the Resolution, which approves the temporary closure of County Road 196 during the completion of a FDOT bridge replacement project in Fiscal Year 2018 for a duration of approximately 225 calendar days and detouring of traffic for a length of 7.2 miles, and upon FDOT's completion of the structure, Escambia County will be responsible for maintenance of the bridge.

**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, Senior Assistant County Attorney, reviewed the Resolution as to form and legal sufficiency.

**PERSONNEL:**

All construction work will be performed by FDOT. There is no impact to county personnel.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Upon the Board's adoption and Chairman's or Vice-Chairman's execution of the Resolution, a copy will be forwarded to FDOT for their records.

**IMPLEMENTATION/COORDINATION:**

Construction plans are available for review (by authorized personnel only) by contacting James Duncan or Liz Bush, Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

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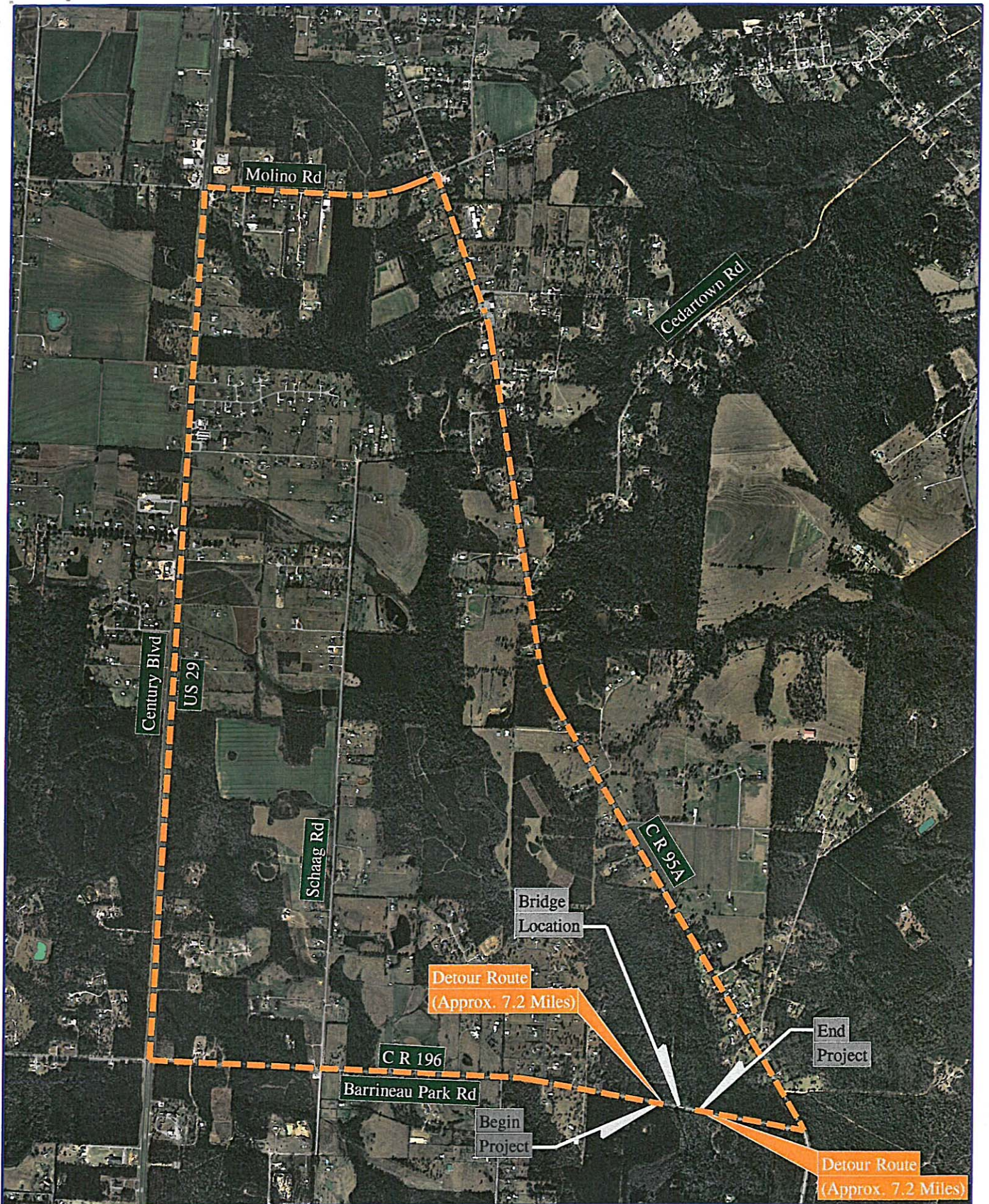
**Attachments**

Detour Map

Resolution CR196 over Jack's Branch

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NOT TO SCALE



CR 196 Over Jacks Branch,  
Bridge Project (Bridge No. 480088)



RESOLUTION NUMBER R2015-\_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA TO APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF A BRIDGE REPLACEMENT PROJECT.**

**WHEREAS**, the Florida Department of Transportation, "DEPARTMENT," proposes to undertake and complete the following bridge replacement project in Fiscal Year 2018 in Escambia County, Florida, and

**WHEREAS**, the bridge replacement project includes Project No. **430465-1-52-01**, on CR 196; Bridge No. 480088, over Jacks Branch;

**WHEREAS**, Escambia County supports the DEPARTMENT'S efforts in these regards, and

**WHEREAS**, it is necessary that CR 196, owned and maintained by Escambia County, be temporarily closed for a duration of approximately 225 calendar days and traffic detoured for a length of 7.2 miles to successfully complete the project, and

**WHEREAS**, said road closures will reduce construction time, reduce construction cost, minimize R/W purchase and/or construction easements, and minimize wetland impacts, and

**WHEREAS**, said road closure will be performed in accordance with the construction plans for this project utilizing a detour upon County and State roads.

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

1. The Board of County Commissioners does hereby authorize the DEPARTMENT to temporarily close CR 196.
2. The Board of County Commissioners agrees that Escambia County will continue to maintain County owned detour roads during construction.
3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.
4. This resolution shall be effective upon passage.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015

ESCAMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

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

Approved as to form and legal  
sufficiency.

By/Title: Sollet, Asst. County Attorney  
Date: Aug. 6, 2015



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8722

County Administrator's Report 11. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/20/2015

Issue: Recommendation Concerning Disposition of Surplus Property for the Building Inspections Department

Organization: Building Inspections

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning Disposition of Surplus Property for the Building Inspections Department - Donald R. Mayo, Building Services Department, Director

That the Board approve the two Request for Disposition Forms for the Building Inspections Department, for property to be auctioned as surplus property or disposed of properly, which is listed on the Disposition forms with reason and agency stated.

### **BACKGROUND:**

Florida Statutes requires the Board of County Commissioners to declare surplus all assets items listed on the County's fixed asset inventory that will be disposed.

### **BUDGETARY IMPACT:**

N/A

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

N/A

### **PERSONNEL:**

N/A

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

This Recommendation is in compliance with Board of County Commissioner Policy B-12, Section II, Procedures for Disposition of County Property.

### **IMPLEMENTATION/COORDINATION:**

N/A

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## **Attachments**

Disposition of Property\_BID 1998 Laserjet printer

Disposition of Property\_BID 2005 Ford F150 Truck

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

TO: Clerk & Comptroller's Finance Department  
FROM: Disposing Department: Building Inspections COST CENTER NO: 250101  
Deborah A. Overton DATE: 04/28/15  
Property Custodian (PRINT FULL NAME)  
Property Custodian (Signature): Deborah A. Overton Phone No: 595-3572

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	46372	Laserjet printer	SMB053872	4000N	1998	bad

Disposal Comments: no longer works and not cost effective to repair due to age of printer

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: 04/28/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): Donald R. Mayo

**RECOMMENDATION:**

TO: Board of County Commissioners

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

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

Pam Childers, Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_  
Print Name Signature Date


Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

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



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

TO: Clerk & Comptroller's Finance Department  
FROM: Disposing Department: Building Inspections COST CENTER NO: 250107  
Deborah A. Overton DATE: 06/22/15  
Property Custodian (PRINT FULL NAME)  
Property Custodian (Signature):  Phone No: 595-3572

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54087	Ford Truck	1FTRF12265NB720626	F-150	2005	Totaled

Disposal Comments: Vehicle 54087 was involved in an accident on June 8, 2015. Per the recommendation from Property Damage Appraisers (copy of report attached), the vehicle is a total loss.

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: 06/22/15  
FROM: Escambia County Department Director (Signature): 

Director (Print Name): Donald R. Mayo

**RECOMMENDATION:**

TO: Board of County Commissioners

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

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
Pam Childers, Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_  
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

\_\_\_\_\_  
Clerk & Comptroller's Finance Signature of Receipt Date  
Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13



## Condition Report

<b>Date: 6/19/2015</b> <b>Property Condition: Total Loss</b>		<b>Loss Recap for Total Loss</b> Damage Appraisal..\$5,762.50 Percent of ACV..... 104.54 % Deductible.....\$0.00 Total.....\$5,762.50	
<b>Assignment Number</b> <b>787-506-0074</b>		<b>Assignment Received: 6/17/2015</b> <b>Date of Loss: 6/8/2015</b>	
<b>Office:</b> PDAPensacola, FL #787 P.O. Box 283 Molino, FL 32577 Phone: (850) 587-3658 Fax: (850) 462-9336		<b>Insurance Company:</b> ESCAMBIA COUNTY OF FLORIDA <b>Adjuster: MICHELE MOBLEY</b>	
<b>Vehicle/Owner Information:</b> Insured: BCC Building Inspections Vehicle: 2005 Ford F150 VIN #:		<b>Inspection Location:</b> SHOP	
<b>Repair Facility:</b> Rons Paint & Body 610 E Cervantes Pensacola, FL 32501 Fax: (850) 438-0592 Contact: RON			
<b>Loss Recap</b>			
Estimated Amount of Open Damages: \$0.00 Estimated Salvage Value: \$0.00 Repair Facility Estimate Amount: \$0.00		<b>Recommendation: Total Loss</b> Primary Damage: Left Front Corner Secondary Damage: Damage Appraisal: \$5,762.50	
<b>Claim #:</b> BCC BUILDING INSPECTIONS <b>Policy #:</b>			
Agreed Scope of Damage: No Days to Repair: 0 Appearance Allowance: No	Betterment/Depreciation: No Applicable: Reason:	Tow Charges: \$0.00 Storage Rate Per Day / Total: N/A	Direction to Pay: No Drivable: No
<b>Condition Summary</b>			
Interior: Poor Paint: Fair Engine: 4.2 6CYL Mileage: 180434 Tire Information: Size: Type: Tread Depth(In 32nd's): LF:6 RF: 6 LR:6 RR: 6 Spare:0	Request Number: Instant Value: \$0.00 Salvage Moved: No Stock Number: Salvage Bids Obtained: Yes	ACV Method: Quotes Avg Book Value: \$5,625.00 Avg Market Survey: \$5,400.00 Avg Lines 1 & 2: \$5,512.50 Total Adjustments: \$0.00 Suggested ACV: \$5,512.50 (Tax Rate: 0.000 %) : \$0.00 Grand Total: <u>\$5,512.50</u>	Special Equipment: Approx Cost of Special Equipment: \$0.00
<b>Remarks</b>		<b>Open Items</b>	
The vehicle was inspected at the shop of the owners choice as listed above. The owner was not present at the time of inspection. VEHICLE IS OPEN TO ADDITIONAL FRONT SUSPENSION, FRAME, INNER STRUCTURE, AND ENGINE/TRANSMISSION DAMAGE. COULD NOT OPEN HOOD.			

## Salvage Bids:

Company	Contact	Phone Number	Amount
Fairfield Auto	BILL	(850) 457-3467	\$400.00
Butlers Auto Recycling Inc	DUSTIN	(850) 478-8500	\$370.00
University Auto Recyclers	BRIAN	(850) 435-2983	\$300.00

## Market Survey:

Company	Contact	Phone Number	Amount
AndY MOHR CHEVY	CARS.COM	(888) 720-8904	\$5,000.00
Auto WISE CHEVY	CARS.COM	(888) 316-2820	\$5,700.00
Auto BROKERAGE	CARS.COM	(877) 668-3918	\$5,500.00

## Book Calculations:

Option Description	NADA Amount
Base Book	\$7,700.00
Mileage	(\$1,200.00)
Special Engine	(\$475.00)
WORK PACKAGE	(\$400.00)
<b>Total</b>	<b>\$5,625.00</b>



## **BOARD OF COUNTY COMMISSIONERS**

### **Escambia County, Florida**

**AI-8735**

**County Administrator's Report 11. 10.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** Request for Disposition of Property

**From:** Janet Holley, Tax Collector

**Organization:** Tax Collector of Escambia County

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Escambia County Tax Collector's Office - Janet Holley, CFC, Escambia County Tax Collector

That the Board approve three Request for Disposition of Property Forms for the Escambia County Tax Collector's office, for property which is described and listed on the Disposition forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that they be auctioned as surplus or disposed of properly. Two of the items are leased from the State of Florida and are not Tax Collector assets. For this reason, it is requested that they be removed from the Tax Collector's inventory.

#### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Requests for Disposition of Property has been checked, declared to be obsolete and/or of no use to the Tax Collector/County, and suitable to be auctioned or properly disposed.

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

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



This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County property.

**IMPLEMENTATION/COORDINATION:**

Tax Collector will coordinate with Facilities Management for the pick up and disposition of all items approved for disposition.

---

**Attachments**

RFD

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector

COST CENTER NO: \_\_\_\_\_

Jennifer Miles

DATE: 7/31/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): \_\_\_\_\_

Phone No: 438-6500

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57990	Field Office Workstation - DL Computer	91JQT41	Optiplex GX270	2008	Leased from State
Y	57992	Card Printer	0402045	85DSS	2008	Leased from State
Y	55442	McAfee Gateway	9SCR1B1	3100	2005	Obsolete
Y	57983	Laptop Computer	8B4KNG1	Latitude D830	2008	Bad
Y	57989	DVR Camera	128085	LNVEF16-2000	2008	Obsolete

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

INFORMATION TECHNOLOGY (IT Technician): Bob Findley

Print Name

Conditions: ☒ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/31/15 Information Technology Technician Signature: \_\_\_\_\_

Date: 7/31/15

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

Director (Print Name): Jennifer Miles

**RECOMMENDATION:**

TO: Board of County Commissioners

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

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

Pam Childers, Clerk of the Circuit Court & Comptroller

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

This Equipment Has Been Auctioned / Sold

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

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector

COST CENTER NO: \_\_\_\_\_

Jennifer Miles

DATE: 7/31/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): \_\_\_\_\_

Phone No: 438-6500

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53003	Optiplex SX270 Computer	7PD4H31	Optiplex SX270	2003	Bad
Y	53006	Optiplex SX270 Computer	CPD4H3	Optiplex SX270	2003	Bad
Y	55335	Mail Machine	49J753608	I J 75	2005	Bad
Y	56767	Mitel Phone System	FSAAC3330	Mitel 3300MXE	2007	Obsolete
Y	56768	Cisco CAT 3560 Switch	FOC1129Y0EL	CAT3560G	2007	Obsolete
Y	42642	Safe	143011	Gard-all	1994	Good

Disposal Comments: I

INFORMATION TECHNOLOGY (IT Technician):

Bob Findley

Print Name

Conditions: ☒ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/31/15 Information Technology Technician Signature: \_\_\_\_\_

Date: 7/31/15

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

Director (Print Name):

Jennifer Miles

**RECOMMENDATION:**

TO: Board of County Commissioners

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

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

Pam Childers, Clerk of the Circuit Court & Comptroller

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

This Equipment Has Been Auctioned / Sold

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

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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

rev. sh 11.19.13

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector

COST CENTER NO: \_\_\_\_\_

Jennifer Miles

DATE: 7/31/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): \_\_\_\_\_

Phone No: 438-6500

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	45523	Mailroom console 60x36x30	n/a	n/a	1996	Bad
Y	47963	42X Microfiche Reader Printer	33109517	RP9000	1999	Bad
Y	47964	42X Microfiche Reader Printer	33109513	RP9000	1999	Bad
Y	49144	Printer	Q0157592	QMS4032	2000	Bad
Y	50647	Letter Opener	MM2107300	Milley 2.0	2001	Bad
Y	53001	Optiplex SX270 Computer	5PD4H31	Optiplex SX270	2003	Bad

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

INFORMATION TECHNOLOGY (IT Technician):

Bob Findley

Print Name

Conditions: ☒ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/31/15

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

Date: 7/31/15

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

Director (Print Name):

Jennifer Miles

**RECOMMENDATION:**

TO: Board of County Commissioners

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

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

Pam Childers, Clerk of the Circuit Court & Comptroller

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

This Equipment Has Been Auctioned / Sold

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

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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

rev. sh 11.19.13





## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-8740**

**County Administrator's Report 11. 11.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** Mixed Waste Processing and Recycling Services

**From:** Pat Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Mixed Waste Processing and Recycling Services - Patrick T. Johnson, Waste Services Department Director

That the Board accept for filing with the Board's Minutes, the following Information Report concerning the Waste Services Department Mixed Waste Processing and Recycling Services Update:

In accordance with Board of County Commissioners' (BCC), approvals of the Recommendation Concerning Solutions to the Solid Waste Issue (BCC 10/09/2014), and the Recommendation Concerning Selection Committee Recommendation for Waste Processing and Recycling Services (BCC 06/25/2015), Waste Services Staff, ECUA Staff, and Selected Project Developer, Mustang Renewable Energy have initiated detailed negotiations concerning project development.

\* 7/09/2015, the group conducted a kick-off meeting to discuss due diligence items required for site development of project.

\* 07/10/2015, the group met with FDEP Local and Tallahassee to review permitting requirements for the project.

\* 07/22/2015, the Developer's Facility Operator and Equipment Representatives met on site to review building design and equipment design/layout options.

\* 07/28-29/2015, the Developer's Engineering and Construction representatives met with Waste Services staff to review site plan development.

\* 08/07/2015, Waste Services Staff met with HDR Engineering to review draft Contract Terms and Conditions.

----- Current deliverables expected from Developer: -----

- Conceptual Project schedule to include: Design/Engineering, Permitting, Contracts, Financing & Financial Close
- Project Proforma
- Updated Site design
- Facility CapEx, Revenue
- Operations/Maintenance Assumptions
- Capacity analysis

**BACKGROUND:**

In accordance with BCC approval of Recommendation Concerning Solutions to the Solid Waste Issue (BCC 10/09/2014), and BCC approval of Recommendation Concerning Selection Committee Recommendation for Waste Processing and Recycling Services (BCC 06/25/2015), Waste Services Staff, ECUA staff and Selected Project Developer have initiated detailed negotiations concerning project development.

**BUDGETARY IMPACT:**

Presently None

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will be asked to review the Contract Terms and Conditions once they are completed.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Information Report is being provided for official filing.

**IMPLEMENTATION/COORDINATION:**

There is no implementation required. CAR I: Technical/Public Service Consent

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**Attachments**

Ltr Co Admin Sorrell

Draft of Site Plan

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October 9, 2014,

Board of County Commissioners  
Escambia County  
221 Palafox Place, Suite 420

Emerald Coast Utilities Authority Board  
P.O. Box 15311  
Pensacola, FL 32514

Re: Solid Waste Concerns

Dear Ladies and Gentlemen:

Representatives of Escambia County and the Emerald Coast Utilities Authority (ECUA) have been meeting in order to try to develop solutions to the solid waste issue, which would be beneficial to Escambia County, ECUA and the citizens in the region. A great deal of credit needs to be given to Mr. Clay Ingram, State Representative for his assistance in these meetings.

This group has examined various options, some of which included large capital expenditures as high as \$150 million, complex and lengthy permitting requirements and processes, and the potential for environmental concerns to be raised by the general public. While there is agreement among the group that the construction of an advanced mixed material recycling facility (AMMRF) would be advantageous, the cost and permitting requirements would be onerous to the local polities, to say the least. Neither the County nor the ECUA has the financial capacity or the technical skills to build and operate an AMMRF.

We conducted an investigation into the possibilities of using a public / private partnership in order to provide us with additional opportunities. The private sector provides an opportunity to assist the public sector (County and ECUA) to solve the solid waste problems at reasonable costs. We have been able to determine the utilization of a public / private partnership is a viable and potentially cost-effective option for the construction and operation of an AMMRF. Representatives of Escambia County and the ECUA have agreed upon the following proposed terms for a solution to the solid waste problems. The conceptual apparatus and the governing principles are as follows:

- Escambia County and the ECUA agree to strive to reach the State of Florida 75 percent recycling goal, reduce the solid waste collection and disposal costs, and extend the life of the Perdido Landfill.
- Escambia County and the Florida Department of Environmental Protection (FDEP) would retain the regulatory and permitting authority over solid waste disposal and processing activities in Escambia County.
- Pending a successful agreement for siting of an AMMRF within Escambia County and execution of an inter-local agreement between ECUA and Escambia County, all existing legal claims will be dismissed and eliminated.
- A public / private partnership will be developed utilizing the most viable technology to advance the practice of recycling in Escambia County and the surrounding region via an advanced mixed materials recycling facility (AMMRF). The AMMRF would be located in Escambia County, along with the 120-220 jobs it will provide.

- While Escambia County prefers the AMMRF be constructed at the Perdido Landfill, the County and ECUA representatives will collectively consider other sites based on sound business considerations by the selected vendor.
- The facility would be entirely funded by the private vendor, with no capital, operating or property acquisition expenditures from the County or ECUA. This means there would be no cost to either the County or the ECUA. The estimated \$35-\$50 million in investment for the AMMRF will be the sole responsibility of the private vendor.
- Escambia County and the ECUA agree that projected decrease in revenues from tipping fees at the Perdido Landfill, which are necessary to fund Escambia County programs, would alternately be generated through host fees paid by the vendor for all tonnage delivered to the AMMRF for processing, and/or a reasonable increase in the current commercial waste franchise fees or a new franchise fee on residential solid waste collection. Annual operating cost savings at the Perdido Landfill may also reduce the amount of revenue required to fund the County's essential programs.
- An appropriately sized Perdido Landfill would continue to be operated by Escambia County to accept residue from the AMMRF, bulk waste, special waste, and other materials that cannot be processed at the AMMRF.
- There will be an inter-local agreement between Escambia County and the ECUA to support the public / private partnership. The County would remain responsible for disposal of solid waste; the ECUA would be responsible for collection of solid waste, and the private company would be responsible for construction, operation and all costs associated with the AMMRF. The ECUA and the County would guarantee their waste streams would be delivered to the AMMRF for processing. Any residue would be disposed of at the Perdido Landfill.
- The private sector partner will be selected; contractual details negotiated as expeditiously as possible, and the respective parties pass necessary resolutions and agreements.
- Other agencies within Escambia County and those in adjoining counties and states would be encouraged to utilize the facility, and a host fee would be applied to the tonnage that is processed at the facility. Escambia County would be the recipient of the host fees for the tonnages brought to the AMMRF from other agencies.

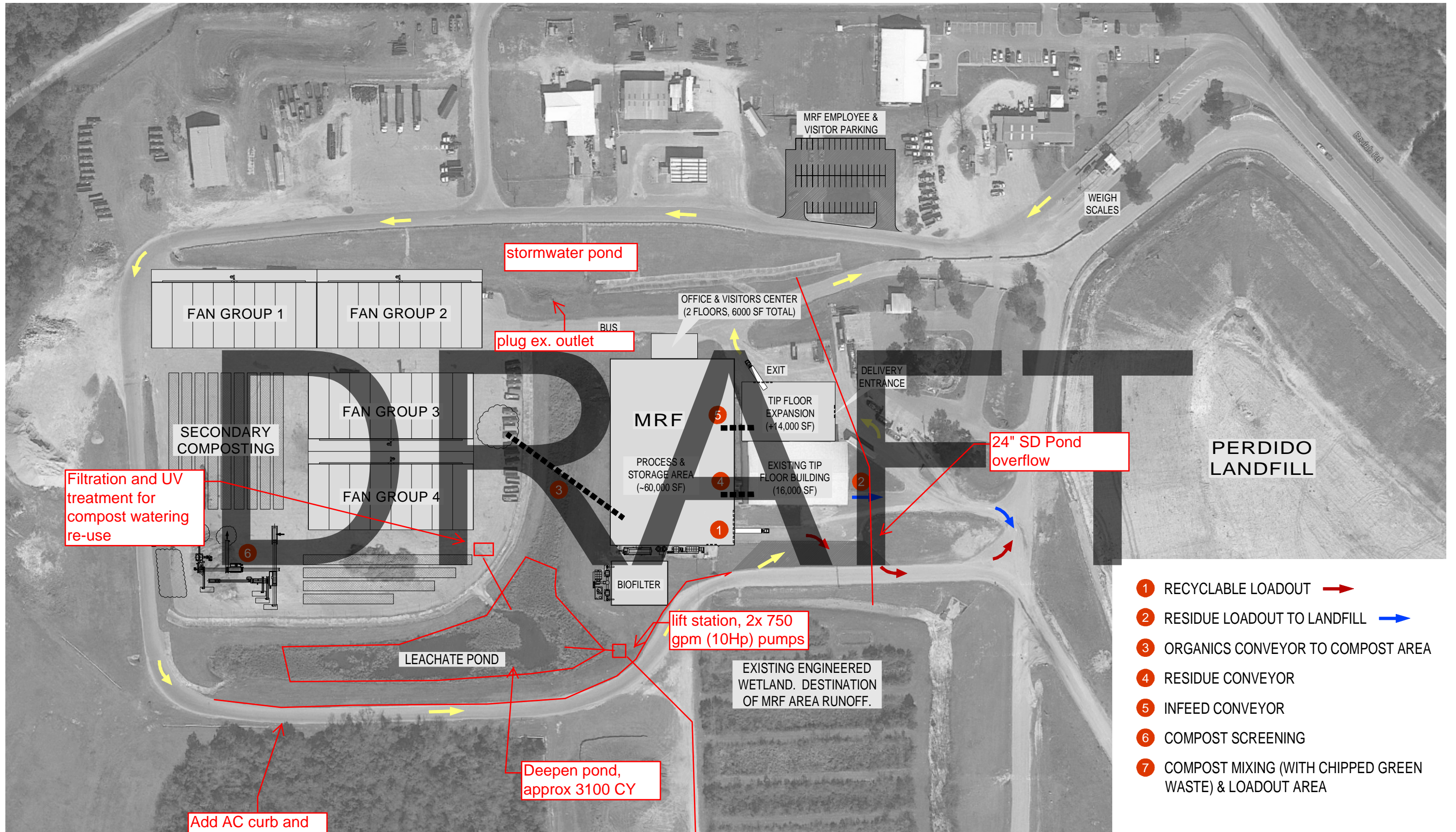
Escambia County and the ECUA representatives agree, subject to approval of our respective boards to the conceptual apparatus included in this document in an attempt to resolve the solid waste issues in this region. The utilization of a private / public partnership provides a unique opportunity to accomplish recycling, provide a revenue stream to the County for lost tipping fee revenues at the Perdido Landfill, and to provide a new AMMRF in Escambia County that will bring between 120-220 new jobs, depending upon the size of the facility.

Sincerely,

Jack R. Brown, M.S.B.A., M.A., M.M.A.  
County Administrator

Stephen E. Sorrell, P.E., M.P.A.  
Executive Director





- 1 RECYCLABLE LOADOUT →
- 2 RESIDUE LOADOUT TO LANDFILL →
- 3 ORGANICS CONVEYOR TO COMPOST AREA
- 4 RESIDUE CONVEYOR
- 5 INFEEED CONVEYOR
- 6 COMPOST SCREENING
- 7 COMPOST MIXING (WITH CHIPPED GREEN WASTE) & LOADOUT AREA

**John Kular Consulting**  
12107 Bedfordshire Drive, Bakersfield, CA 93311  
661-663-7732 kularconsult.com

**Mustang Renewable Power Ventures, LLC**  
750 Pismo St, San Luis Obispo, CA 93401  
805.259.9499



SCALE (FEET)  
0 150 300

Escambia County and the Emerald Coast Utilities Authority  
Mixed Waste Processing Facility

**SITE PLAN**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8682**

**County Administrator's Report 11. 12.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** The National Cybersecurity & Communications Integration Center Agreement

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

**Organization:** Information Technology

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the National Cybersecurity and Communications Integration Center of the Department of Homeland Security Agreement - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the County Network Security with the National Cybersecurity and Communications Integration Center:

A. Authorize the National Cybersecurity and Communications Integration Center of the U.S. Department of Homeland Security (DHS) to conduct continuous Vulnerability Scanning and Hygiene Monitoring of Escambia County Board of County Commissioners' publicly accessible cyber assets, networks, and systems;

B. Approve and authorize the Chairman to execute the Authorization to Conduct Continuous Scans of Public-Facing Cyber Assets, Networks and Systems; and

C. Approve and authorize the Chairman to execute the Risk and Vulnerability Assessment Rules of Engagement between the U.S. Department of Homeland Security and the Escambia County Board of County Commissioners.

[Funding: There is no cost to the County for this service.]

### **BACKGROUND:**

The Authorization agreement to Conduct Continuous Scans of Public-Facing Cyber Assets, Networks and Systems , and Risk and Vulnerability Assessment Rules of Engagement agreement is to provide a baseline for where the Escambia County Board of County Commissioners network security is at this point in time. The Escambia County Board County Commissioners network contains data that needs requires more security. Partnering with DHS's National Cybersecurity and Communications Integration Center will assist in providing the information and audit that is needed to make the Escambia

County Board of County Commissioner's network more secure.

The goals of these agreements are to obtain more security related information about the Escambia County Board County Commissioner network and to form a partnership with the National Cybersecurity and Communications Integration Center.

**BUDGETARY IMPACT:**

There will be no direct budgetary impact from the audit.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will be responsible for the implementation.

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**Attachments**

Authorization to Conduct Continuous Scans

Risk and Vulnerability Rules Of Engagement

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Authorization to Conduct Continuous Scans of  
Public-Facing Cyber Assets, Networks and Systems

The National Cybersecurity & Communications Integration Center of the Department of Homeland Security (DHS), under authority of the Homeland Security Act (6 U.S.C. § 101 et seq.) would like to gain authorization from Escambia County Board of County Commissioners (ECBCC) to conduct continuous Vulnerability Scanning and Cyber Hygiene monitoring of ECBCC's publicly accessible cyber assets, networks and systems.

The goals of these activities are to:

1. Identify publicly accessible ECBCC cyber assets, networks, and systems
2. Produce network maps which catalog ECBCC's publicly accessible assets, networks and systems, the services running and their version/patch level
3. Maintain tactical awareness of the operational risks and cyber health of individual Agencies
4. Inform the government's common operational view of cyberspace
5. Identify potential configuration issues with ECBCC's public facing systems
6. Integrate relevant information, analysis, and vulnerability assessments, in order to identify priorities for protective and support measures regarding potential or actual threats
7. Provide "early warning" of specific actionable vulnerabilities to ECBCC

DHS activities will originate from the following IP network: **64.69.57.0/24**

Scanning will be openly attributable to the authorized scanning source, and should be detected by the Acronym's Intrusion Detection Systems. Connections and data will be sent to ECBCC's publicly facing cyber assets, networks and systems. The process has been designed to be as non-obtrusive as possible – scheduling, intensity and frequency have been carefully planned to minimize the possibility of service disruption.

Activities under this authorization will be limited to scanning; no attempts to connect to ECBCC's internal network, penetrate ECBCC's systems or monitor ECBCC's network traffic will be made under this authorization.

**NOTE:** If a third-party Managed Security Services Provider (MSSP) or Security Operations Center (SOC) operates or maintains ECBCC's public and/or leased IP range, make sure that such third parties are promptly notified and authorize in writing the scanning activity. Forward the written third-party authorization along with the ECBCC's authorization to the DHS Point of Contact listed below. If any such third party should fail to authorize in writing the scanning activity, promptly notify the DHS point of contact listed below.



The DHS Point of Contact for this activity can be reached at NCATS\_info@hq.dhs.gov

By signing below, the approving ECBCC official agrees to the following:

- ECBCC authorizes DHS to conduct the scanning activities described above;
- ECBCC agrees to promptly notify and secure written authorization for the scanning activities described above from any third-party MSSP or SOC that operates or maintains ECBCC's public and/or leased IP range, and to forward that authorization to DHS;
- ECBCC accepts that, while DHS teams will use their best efforts to conduct scans in a way that minimizes risk to ECBCC's systems and networks, the scanning activities described above create some risk of degradation in performance to ECBCC's systems and networks;
- ECBCC accepts all risks to its systems and networks for the activities described above;
- ECBCC acknowledges that DHS provides no warranties of any kind relating to any aspect of the assistance provided under this authorization;
- ECBCC accepts the risk of any damage that may result from implementing any guidance provided by DHS;
- ECBCC hereby holds harmless the U.S. Government and those acting on its behalf for governmental purposes from any and all claims arising out of or in any way connected to this authorization, whether or not arising from negligence; and
- ECBCC has authorized you to make the above certifications on its behalf.

ATTEST: PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT  
 BY: \_\_\_\_\_  
 DEPUTY CLERK

Signature: \_\_\_\_\_

Name: Steven Barry Date: 8/21/2015

Title: Chairman

Agency: Escambia County Board of County Commissioners

For next steps, please indicate a technical point of contact for the NCCIC team to follow-up with:

Name: Shawn Fletcher

Email: spfletch@myescambia.com

Phone: (850) 595-1678

Approved as to form and legal  
sufficiency.

By/Title: Kristen [Signature]  
Date: 8/11/15





RISK AND VULNERABILITY ASSESSMENT  
RULES OF ENGAGEMENT  
between the  
U.S. DEPARTMENT OF HOMELAND SECURITY  
and  
Escambia County Board of County Commissioners

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September 3, 2013  
Version – SLTT 1.0

Prepared By:  
U.S. Department of Homeland Security  
National Cybersecurity & Communications Integration Center

THE ATTACHED MATERIALS MAY CONTAIN DEPARTMENT OF HOMELAND SECURITY INFORMATION THAT IS "FOR OFFICIAL USE ONLY", OR OTHER TYPES OF SENSITIVE BUT UNCLASSIFIED INFORMATION REQUIRING PROTECTION AGAINST UNAUTHORIZED DISCLOSURE, INCLUDING CONFIDENTIAL AND LEGALLY PRIVILEGED INFORMATION UNDER FEDERAL AND STATE LAW. THE ATTACHED MATERIALS MUST BE HANDLED AND SAFEGUARDED IN ACCORDANCE WITH APPROPRIATE PROTECTIONS FOR SUCH INFORMATION.

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## 1 Introduction

### 1.1 Purpose organization

This document establishes the Rules Of Engagement (ROE) for Risk and Vulnerability Assessment (RVA) services requested by Escambia County Board of County Commissioners (ECBCC) from the Department of Homeland Security (DHS).

### 1.2 Scope

This ROE applies to ECBCC and DHS for all services documented through the procedures described herein. In addition, it applies to all DHS personnel who may access data obtained or generated under this ROE. This ROE does not include services for any classified computer, system or network nor access to any classified information.

### 1.3 Background

A Risk and Vulnerability Assessment (RVA) utilizes a defined strategy and methodology for testing, assessing and analyzing target systems with state-of-the-art tools and highly trained security experts to conduct Vulnerability and Threat Assessments. The purpose of the RVA is to assist in developing a strategy for improving cybersecurity posture and aligning it with enterprise architecture and mission objectives.

DHS's RVA teams conduct comprehensive risk and vulnerability assessments of critical infrastructure networks under authority of the Homeland Security Act (6 U.S.C. § 101 et seq.). RVA teams assess unclassified enterprise networks to evaluate the security posture when compared to best practices, regulations, policies and standards relating to cybersecurity. RVA team services include various cybersecurity assessment activities such as network mapping, vulnerability scanning, host based assessment, database and web application scanning, and rogue wireless access point detection. The RVA teams include both federal government employees and contractor support personnel. All contractors serving on DHS RVA teams have valid DHS 11000-6 Non Disclosure Agreements.

Insert Establishment Background (Optional)

## 2 Procedures and Authorizations Prior to Service

- 2.1 This ROE is effective when signed by the ECBCC CIO or equivalent authorized official and the DHS NCCIC Operations and Integration Director.
- 2.2 Pursuant to this ROE, ECBCC may request RVA team services by completing Appendix A in advance, each time service is provided. The RVA team will only perform those services specifically selected by ECBCC in the Appendix A and will only access systems identified by ECBCC in the Appendix A, during the period of time agreed upon in that Appendix A. Each new Appendix A will be sequentially marked, e.g., Appendix A-1, Appendix A-2, Appendix A-3. The Appendix A is complete and becomes part of this ROE when all relevant information has been provided, including the selection of the Site Monitor, and Appendix A is signed by both the Site Authority and the RVA Team Lead. Prior to the start of RVA team services, signed copies of the complete Appendix A will be provided by the Site Authority to the ECBCC CIO or equivalent authorized official and by the RVA Team Lead to the DHS NCCIC Operations & Integration Director.
- 2.3 In the event that any site/IP address identified by ECBCC in Appendix A is operated or maintained by a third party, ECBCC will ensure that the third party provides authorization by filling out and signing the form at Appendix B. Appendix B is complete and becomes part of this ROE when signed by an authorized representative of the third party. Each new Appendix B will be labeled with the corresponding Appendix A number and a sequential alpha character. For example, an Appendix B for two third parties under ECBCC's fourth request for services would involve Appendix A-4 and Appendix B-4a and Appendix B-4b, respectively. Prior to the start of RVA team services, signed copies of each complete Appendix B will be provided by the Site Authority to the ECBCC CIO or equivalent authorized official and by the RVA Team Lead to the DHS NCCIC Director.
- 2.4 Services by the RVA Team are explained in the Services Catalogue at Appendix C. The Services Catalogue may be updated at any time by notice to ECBCC. Correspondingly, the template for Appendix A may be updated by notice to ECBCC to reflect new or changed services offered by the RVA team in an updated Services Catalogue.
- 2.5 ECBCC is responsible for ensuring that users of networks and systems identified in each Appendix A have consented to the following or the substantial equivalent:

*"Users have no reasonable expectation of privacy regarding communications or data transiting, stored on or traveling to or from this network/system. Any communications or data stransiting, stored on or traveling to or from this network/system may be monitored, disclosed or used for any lawful government purpose."*

## 3 Site Preparation

The ECBCC Site Monitor identified in Appendix A is an ECBCC authorized representative

responsible for preparing the site, serving as ECBCC's primary point of contact for the RVA team, and monitoring RVA team services at that site for the agreed upon time and services identified in the Appendix A. Prior to the start of any RVA team services:

- 3.1 The Site Monitor and the RVA Team Lead will review the Appendix A and ensure that a completed Appendix B has been provided, if applicable, for all third parties.
- 3.2 The Site Monitor will coordinate and ensure, as appropriate, the involvement of ECBCC officials and adherence to ECBCC policies and standard operating procedures that could have an impact on the scan activities and the information systems being assessed.
- 3.3 The Site Monitor will identify to the RVA team potentially sensitive ECBCC devices prior to testing.
- 3.4 The Site Monitor is responsible for ensuring system backups have been performed and restore processes are validated prior to the start of external or internal RVA team services.
- 3.5 The Site Monitor will provide the RVA team with information about the internal IT environment.
- 3.6 Certain RVA team services may require administrator or other specific user access to the networks or systems being tested. The Site Monitor is responsible for ensuring access for the RVA team. If administrator provisions are required, access will be granted by either (1) ECBCC establishing a separate administrative account for testing (e.g., "RVATeam"), or (2) through the use, under ECBCC supervision and control, of an existing administrator account. It is recommended that separate testing accounts will be established prior to the arrival of the RVA team.
- 3.7 The Site Monitor, on behalf of ECBCC and in coordination with other ECBCC officials as appropriate, will use best efforts to identify to DHS in advance any categories of data, which may be encountered by DHS during the selected services, that are sensitive in nature or protected from disclosure by statute, regulation, or other authority, including personally identifiable information, and will provide DHS instructions on how to identify and handle such data if encountered by the RVA team. The Site Monitor and RVA Team Lead will work together to structure the engagement to ensure that the RVA team does not come into contact with such data to the maximum extent possible or that appropriate data handling requirements have been put into place. The Site Monitor and RVA Team Lead will also discuss in advance what initial actions should be taken in the event that unforeseen sensitive data is encountered during RVA team services.
- 3.8 The Site Monitor may request and is permitted to authorize ECBCC IT staff or security personnel to scan the RVA team assessment equipment for vulnerabilities prior to network connection using agreed upon vulnerability scanning tools. However, assessment equipment contains code and technical references, which are not to be viewed, distributed or evaluated by external organizations. Under no circumstances will the RVA team's GFE be relinquished from the control of the RVA team.

- 3.9 The Site Monitor may request that the RVA team conduct internal scanning activities on-site or remotely through a virtual private network.
- 3.10 For internal assessments conducted at the ECBCC facility, the Site Monitor will ensure that office type workspace with AC power and a minimum four internal network jacks/drops with a live connection at the identified facility is available and provided to the RVA Team. Personnel from ECBCC IT staff or security personnel are encouraged to observe the RVA Team on-site.
- 3.11 For internal assessments conducted remotely, ECBCC is responsible for providing a virtual private network connection. The Site Monitor will provide any information and support to RVA Team needed to connect remotely.

#### 4 Assessment

During the assessment:

- 4.1 The RVA team will use DHS Government Funded Equipment (GFE), Government Off-The-Shelf (GOTS), Commercial Off-The-Shelf (COTS) and open-sourced software and hardware. Use of any particular software or hardware by the RVA team is not a government endorsement or sponsorship of any product, service or company. A brief description of any software or hardware used by the RVA team will be furnished in advance upon request.
- 4.2 The RVA team will conduct any external assessment selected in Appendix A from a DHS approved Internet address during the dates selected in Appendix A.
- 4.3 The RVA team will conduct any internal assessment selected in Appendix A by connecting GFE to ECBCC's network, either on-site or through a virtual private network provided by ECBCC as determined by the Site Monitor, during the dates selected in Appendix A.
- 4.4 The RVA team will collect and analyze data from ECBCC systems, networks, and processes to assess capability gaps in order to identify a road map for an enterprise-level risk based mitigation strategy.
- 4.5 The RVA team will provide to the Site Monitor a brief overview of daily activities and an outbrief at the conclusion of the assessment.
- 4.6 The RVA Team Lead will notify the ECBCC Site Monitor if a perceived significant event occurs during the assessment. The Site Monitor is responsible for having appropriate knowledge and understanding of the ECBCC networks and systems, identification and/or confirmation of a significant event, and taking appropriate action, which may include suspension and/or termination of the assessment. In the event a significant event occurs that warrants termination of the assessment, the RVA Team Lead and the Site Monitor will promptly provide to the ECBCC CIO or equivalent authorized official, the ECBCC Site Authority, and the DHS NCCIC Director a written, signed account of the conditions and

actions that led to the termination of the assessment. If the RVA Team Lead and Site Monitor cannot agree on the account, both accounts will be provided.

- 4.7 In the event a disagreement arises between ECBCC and the RVA team during the assessment, best efforts will be made to resolve such a disagreement at the lowest level possible.

## 5 Post-Assessment

- 5.1 The RVA team will provide the ECBCC with a final report within 30 days. The final report is provided “as is” for informational purposes only. The Department of Homeland Security (DHS) does not provide any warranties of any kind regarding any information contained within. The DHS does not endorse any commercial product or service, referenced in the final report or otherwise. Further dissemination of the final report may be governed by a Traffic Light Protocol (TLP) marking in the header, if appropriate. For more information about TLP, see <http://www.us-cert.gov/tlp/>.
- 5.2 Collected data may be anonymized and used to support government-wide trending analysis. Any data used in trending status reports will be non-attributable to ECBCC.
- 5.3 DHS will not share ECBCC's specific data and final report except as may be required by law.

## 6 Dispute Resolution

Disputes will be resolved at the lowest level possible.

## 7 Amendment

Unless otherwise specified, this ROE may be amended by the mutual written agreement of the ECBCC CIO or equivalent authorized official and the DHS NCCIC Director at any time.

## 8 Termination

This ROE may be terminated either bilaterally by the mutual written agreement of the ECBCC CIO or equivalent authorized official and the DHS NCCIC Director at any time or unilaterally with thirty (30) days written notice.

## 9 Approval

By signing below, the approving ECBCC official certifies the following:

- ECBCC authorizes the DHS's RVA team to provide services on ECBCC networks and systems in each Appendix A;

Dated: 08/21/2015

- ECBCC agrees to obtain and provide to DHS a written authorization using the form at Appendix B from every third party that operates or maintains ECBCC networks/systems listed in each Appendix A;
- ECBCC agrees to ensure that ECBCC network users have received notice and consent in accordance with this ROE;
- ECBCC accepts that, while the RVA team will use its best efforts to conduct its activities in a way that minimizes risk to ECBCC systems and networks, all of the tests described above, and especially penetration testing (if selected) create some risk to ECBCC systems and networks;
- ECBCC accepts the risks to ECBCC systems and networks that may occur as a result of activities described in this ROE;
- ECBCC acknowledges that DHS provides no warranties of any kind relating to any aspect of the assistance provided under this ROE;
- ECBCC accepts the risk of any damage that may result from implementing any guidance provided by DHS;
- ECBCC hereby releases and holds harmless the U.S. Government and those acting on its behalf for governmental purposes from any and all claims arising out of or in any way connected to this ROE, whether or not arising from negligence; and
- ECBCC has authorized you to make the above certifications on its behalf.

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY: \_\_\_\_\_  
DEPUTY CLERK

Chairman Steven Barry 08/21/2015  
Escambia County Board of County Commissioners <Date>

Director, NCCIC Operations & Integration 08/21/2015  
National Cybersecurity & Communications Integration Center <Date>  
Office of Cybersecurity and Communications

This document approved as to form  
and legal sufficiency  
By [Signature]  
Title AGT  
Date 8/11/15





APPENDIX A - Ver # (eg 1.0)

Appendix A –Sites, IP Addresses and Networks to Be Accessed and Services to Be Performed  
The following form is to be filled out to track what sites, IP addresses and networks may be accessed and what technical services may be performed during an engagement.

EXAMPLE Authorized Testing Sites & Services EXAMPLE							
1. Network Mapping				2. Vulnerability Scan			
3. Penetration Testing				4. Phishing Assessment			
5. Wireless Assessment				6. Web Application Assessment			
7. Operating System Security Assessment				8. Database Assessment			
9. All							
Site Name/Address	Authorized IP Addresses/ Network for Assessment	IP/Network Excluded from Assessment	Site Monitor Name, Tel. and Email	Services Selected	Need for Admin Access ? (Y/N)	Select: External, Internal/On-site, Internal/VPN	Authorized Dates and Times
AGENCY 123 Main Street Boulder, Co Building 12 EXAMPLE	196.168.1.0/24 and other local networks within building	192.168.1.15 – 192.168.1.22 and 172.16.31.0/24	Tom Foster t.foster@agency.gov 703.555.1212	1, 3, 6, 12	Y	External	March – April 2011 Testing to be conducted any time
AGENCY bldg 12 123 Main Street Boulder, Co EXAMPLE	Remedy Ticketing system for DB	None	Tom Foster t.foster@agency.gov 703.555.1212	13	Y	Internal/On-site	March – April 2011 Testing to be conducted prior to 5AM or after 9PM
AGENCY bldg 12 123 Main Street Boulder, Co EXAMPLE	N/A walk around building	None	Tom Foster t.foster@agency.gov 703.555.1212	2, 4, 5, 7, 8, 9, 11	N	Internal/VPN	AGENCY 123 Main Street Boulder, Co Building 12
N/A external testing no visit required EXAMPLE	http://www.agency.gov IP address: xxx.xxx.xxx.xxx	NONE	Chuck Downs c.downs@agency.gov 202.555.1212	13	N	External	April 2011 Testing to be restricted to M-F 2pm-5pm EST
N/A external testing no visit required EXAMPLE	IP range: X.X.17.1 to X.X.17.254 X.X.14.1 to X.X.14.22 X.X.5.1 to X.X.22.254	X.X.17.43 to X.X.17.47	Chuck Downs c.downs@agency.gov 202.555.1212	12	N	External	March 2011 to February 2012 Testing to be conducted any time





## SELECTION OF ASSESSMENT SERVICES

ECBCC authorizes DHS to perform the selected service(s) as part of the RVA, on the networks/systems listed below in this Appendix A, as described in the Risk & Vulnerability Assessment Catalog, Version 2.1, Appendix C.

External scanning will be conducted by the RVA team from 64.69.57.0/24. Internal scanning will be conducted by the RVA team either on-site or through a virtual private network (VPN) provided by ECBCC.

Authorized Testing Sites & Services							
1. Network Mapping				2. Vulnerability Scan			
3. Penetration Testing				4. Phishing Assessment			
5. Wireless Assessment				6. Web Application Assessment			
7. Operating System Security Assessment				8. Database Assessment			
9. All							
Site Name/Address	Authorized IP Addresses/ Network for Assessment	IP/Network Excluded from Assessment	Site Monitor Name, Tel. and Email	Services Selected	Need for Admin Access? (Y/N)	Select: External, Internal/On-site, Internal/VPN	Authorized Dates and Times
Ernie Lee McGaha Bldg 221 Palafox Place Pensacola, FL 32502	172.26.12.0/22 172.26.8.0/22 172.26.16.0/22 +	none	Scott MacDonald sdmacdon@myescam bia.com +	9	Yes	any	Mon-Fri 8-5
Public Safety 6575 North "W" Street Pensacola, FL 32505	172.20.0.0/24 172.26.24.0/22 172.20.0.144.0/22 +	172.20.145.232 172.20.145.234 172.20.145.236	Scott MacDonald sdmacdon@myescam mbia.com +	9	Yes	any	Mon-Fri 8-5
Central Office Complex 3363 West Park Place Pensacola, FL 32505	172.26.104.0/22 172.26.112.0/22 10.100.16.0/23 +	none	Scott MacDonald sdmacdon@myescam bia.com +	9	Yes	any	Mon-Fri 8-5
Facilities Management 100 East Blount Street Pensacola, FL 32501	172.20.28.0/22 172.26.88.0/22	none	Scott MacDonald sdmacdon@myescam mbia.com +	9	Yes	any	Mon-Fri 8-5
Parks and Recreation 1651 East Nine Mile Road Pensacola, FL 32514	172.26.140.0/22 172.20.92.0/22	none	Scott MacDonald sdmacdon@myescam bia.com +	9	Yes	any	Mon-Fri 8-5
Roads Department 601 County Road 297A Cantonment, FL 32533	172.26.72.0/22 172.20.158.0/24 172.20.48.0/22 +	none	Scott MacDonald sdmacdon@myescam mbia.com +	9	Yes	any	Mon-Fri 8-5
Solid Waste Management 13009 Beulah Road Cantonment, FL 32533	172.20.52.0/22 172.26.56.0/22 172.26.64.0/22 +	none	Scott MacDonald sdmacdon@myescam mbia.com +	9	Yes	any	Mon-Fri 8-5
Escambia County Jail 1700 West Leonard Street Pensacola, FL 32501	172.29.0.0/16	none	Scott MacDonald sdmacdon@myescam mbia.com +	9	Yes	any	Mon-Fri 8-5
Main Library 239 North Spring Street Pensacola, FL 32502	172.16.16.0/24 172.30.3.0/24 172.16.18.0/24 172.16.19.0/24 +	none	Scott MacDonald sdmacdon@myescam bia.com 450.505.1696 +	9	Yes	any	Mon-Fri 8-5



**Authorized Testing Sites & Services (Con't)**

- |   |                               |
|---|-------------------------------|
| 1. Network Mapping                      | 2. Vulnerability Scan         |
| 3. Penetration Testing                  | 4. Phishing Assessment        |
| 5. Wireless Assessment                  | 6. Web Application Assessment |
| 7. Operating System Security Assessment | 8. Database Assessment        |
| 9. All                                  |                               |

Site Name/Address	Authorized IP Addresses/ Network for Assessment	IP/Network Excluded from Assessment	Site Monitor Name, Tel. and Email	Services Selected	Need for Admin Access? (Y/N)	Select: External, Internal/On-site, Internal/VPN	Authorized Dates and Times
Site Name/Address	IP For Assessment	IP Excluded	POC Info	Select 1-12 or 13	Yes	E, I/O, or I/VPN	Date/Time
Site Name/Address	IP For Assessment	IP Excluded	POC Info	Select 1-12 or 13	Yes	E, I/O, or I/VPN	Date/Time
Site Name/Address	IP For Assessment	IP Excluded	POC Info	Select 1-12 or 13	Yes	E, I/O, or I/VPN	Date/Time
Site Name/Address	IP For Assessment	IP Excluded	POC Info	Select 1-12 or 13	Yes	E, I/O, or I/VPN	Date/Time
Site Name/Address	IP For Assessment	IP Excluded	POC Info	Select 1-12 or 13	Yes	E, I/O, or I/VPN	Date/Time
Site Name/Address	IP For Assessment	IP Excluded	POC Info	Select 1-12 or 13	Yes	E, I/O, or I/VPN	Date/Time
Site Name/Address	IP For Assessment	IP Excluded	POC Info	Select 1-12 or 13	No	E, I/O, or I/VPN	Date/Time
Site Name/Address	IP For Assessment	IP Excluded	POC Info	Select 1-12 or 13	Yes	E, I/O, or I/VPN	Date/Time
Site Name/Address	IP For Assessment	IP Excluded	POC Info	Select 1-12 or 13	Yes	E, I/O, or I/VPN	Date/Time
Site Name/Address	IP For Assessment	IP Excluded	POC Info	Select 1-12 or 13	Yes	E, I/O, or I/VPN	Date/Time

Site Authority Signature: \_\_\_\_\_

**Shawn  
Fletcher**

Digitally signed by Shawn Fletcher  
DN: cn=Shawn Fletcher, o=San Diego County Board of  
County Commissioners, ou=Information Technology,  
email=shawn.fletcher@san-diego.ca.gov, c=US  
Date: 2015.08.20 13:08:10-0700

RVA Team Lead Signature: \_\_\_\_\_



Appendix B - <sup>1.0</sup>

Third-Party Authorization To Conduct Scans and Tests

Escambia County Board of County Commissioners

( ECBCC ),

221 Palafox Place, Pensacola, FL 32502

ECBCC, a third-party Managed Security Services Provider (MSSP) or Security Operations Center (SOC), operates or maintains the following ECBCC IP address range(s) listed in Appendix A:

IP ADDRESS RANGE - Appendix A

ECBCC has reviewed the Rules of Engagement between the U.S. Department of Homeland Security (DHS) and ECBCC ("the ROE"). ECBCC hereby authorizes DHS to perform the services selected by DHS in the ROE on the IP address range(s) identified above. ECBCC accepts that these services entail certain risks to ECBCC systems, networks, or assets, and that DHS does not bear such risk.

ECBCC hereby releases and holds harmless the U.S. Government and those acting on its behalf for governmental purposes from any and all claims arising out of or in any way connected to the delivery of services, selected by ECBCC in the ROE on the IP address range(s) identified above, and the implementation of guidance provided under this ROE, whether or not arising from negligence.

By signing below, I certify that I am authorized to make this request and agree to the above on behalf of Escambia County Board of County Commissioners.

SIGNATURE

8/21/2015

<Date>

Steven Barry, Chairman

Escambia County Board of County Commissioners

Approved as to form and legal  
sufficiency.

By/Title:

Date:

ATTEST: PAM CHILDERS  
Clerk of The Circuit Court  
BY



APPENDIX C



**Department of Homeland Security  
NCCIC Operations and Integration  
National Cybersecurity Assessment & Technical Services**

**ional Cybersecurity & Communications Integration Center**

**Risk and Vulnerability Assessment  
Service Catalog  
Version 2.2**

## UNCLASSIFIED//FOR OFFICIAL USE ONLY

[illegible]

## **1 Services**

### **1.1 Network Mapping**

The Network Mapping service activity consists of identifying assets on an agreed upon IP address space or network range(s). DHS will attempt to determine open ports and services, hosts, servers, and operating systems running on the network. Identified assets during the Network Mapping will serve as the target and scope of a Network Vulnerability Scan Service.

### **1.2 Vulnerability Scan**

The Vulnerability Scan service comprehensively identifies IT vulnerabilities associated with customer systems that are potentially exploitable by attackers. The results will provide agencies with guidance on remediation steps to close any identified vulnerabilities and minimize an agency's attack footprint.

#### **Associated Activities**

- Perform active network host and service identification through the use of port scanning and host enumeration
- Perform non-credentialed automated vulnerability scanning
- Perform basic Open Source Information Gathering of agency's Internet reachable network presence

#### **Deliverables**

- Network enumeration report detailing external system exposure (publically accessible hosts, services, and network ports)
- Findings report detailing vulnerabilities in customer's network and recommended remediation steps

### **1.3 Penetration Test**

Penetration testing consists of evaluating the security of the customer's cyber assets by attempting to gain unauthorized access into the computer system, application, or network. The process involves an active analysis for any potential vulnerability that could result from poor or improper configuration, known and unknown software/hardware flaws, or operational weaknesses in processes and technical countermeasures. The analysis is carried out from the position of an advisory/hacker and involves active exploitation of vulnerabilities where our team attempts to compromise cyber assets. The team will attempt to gain access and leverage that access to gain additional privileges or access to other hosts throughout the defined scope of the assessment.

The Penetration Test service attempts to exploit vulnerabilities that have been identified in an Agency's systems (hosts, applications, database, or other computer related resources). The results will detail the risk exposure for an agency's systems and demonstrate how vulnerabilities can be exploited to gain access to their systems. Suggested remediation actions to lower an agency's risk exposure will also be provided.

During the penetration test, DHS will not delete any live data, will make every attempt not to disrupt current operations, and will not perform any Denial of Service attacks. The team will only concern themselves with discovering and exploiting vulnerabilities which provide greater system access to the system or network that is being tested. DHS will be limited to the scope identified in the Rules of Engagement with the customer, even if the test team identifies access to other networks.

#### Associated Activities

- Perform exploitation of identified vulnerabilities. This will include automated tools and scripts that attempt to exploit systems as well as manual attempts by DHS security engineers
- Attempt to access customer systems, applications and networks through identified vulnerabilities

#### Deliverables

- Host exploitation success / failure report (Validation of Vulnerabilities identified in Vulnerability Scanning)
- Findings report with recommended remediation steps

### **1.4 Phishing Assessment**

The Phishing Assessment can include scanning, testing, or both and can be conducted as a one-time event or as part of a larger campaign to be conducted over several months.

#### **PHISHING SCAN**

The Phishing Scan service measures the susceptibility of a Customer's personnel to social engineering attacks, specifically email spear-phishing attacks. The team will generate and send a phishing email to a targeted list of email addresses provided and agreed upon by the customer. Within the email, a user will be asked to click on a suspicious/malicious link. The team will be able to track the percentage of users that clicked on the link, providing insight into the effectiveness of a security awareness program or measure the susceptibility of an attack from this vector. During the Phishing scan there is no malicious activity and is only a metrics gathering technique. DHS will ensure firewall rules are in place to accept replies which originate from the customer network ranges and that replies from non-customer networks are denied/dropped at the firewall. All testing activities are conducted from DHS testing facilities external to a Customer's site.

#### Associated Activities

- Conduct a controlled Spear-Phishing campaign against pre-approved Customer email addresses

#### Deliverables

- Spear Phishing campaign statistics, findings, and associated remediation steps

#### **PHISHING TEST**



The Phishing test will test the response and detection capability of an organization if an attack was successful. The team will generate and send a specially crafted phishing email to a targeted list of email addresses provided and agreed to by the Site Monitor. If a user (victim) happens to accept the email and open the attachment or click on the supplied link, a back end communications channel will be attempted to an attack server. This attack server will then allow one of our engineers to communicate to the victim machine. Once the DHS team is able to access the victim machine, they will verify that the victim machine is in the scope of the testing. If the victim machine is not in scope, the DHS team will notify the Site Monitor and work with the POC to clean up the victim machine. If the victim machine is in scope, the DHS team will use the victim machine to attempt to discover and exploit additional hosts on the customer network. This will replicate real-life hacking attacks and security breaches; however the DHS team will be working in coordination with the Site Monitor, and will be able to report back on how entry was gained, what additional access was gained, and how the connection ended.

The DHS Team will ensure firewall rules are in place to accept replies which originate from customer network ranges and that replies from non-customer networks are denied/dropped at the firewall.

#### Associated Activities

- Conduct a controlled Spear-Phishing campaign against pre-approved Customer email addresses

#### Deliverables

- Spear Phishing campaign statistics, findings, and associated remediation steps

### **1.5 Wireless Assessment**

The Wireless Assessment can include wireless access point (WAP) detection, penetration testing or both and is performed while onsite at a customer's facility.

Wireless Network Detection will occur during an onsite portion of a RVA assessment. Engineers will conduct a walkthrough of customer facilities to identify and evaluate IEEE 802.11 Wireless Access Points (WAPs) that exist within a customer's physical office location(s) and determine if any rogue access points are in use.

Wireless penetration testing analyzes the current wireless infrastructure to identify weaknesses and attempt to exploit them to gain additional access to a customer network. During the wireless penetration test the RVA Team identifies WAPs and attempts to exploit and gain access to the network through those WAPs. Once access is gained to the wireless network, the team will attempt to map out the network and discover vulnerabilities. This service cannot be performed remotely.

#### Associated Activities

- Perform Wireless Network Identification
- Attempt to access customer's Wireless Access Points and internal networks

### Deliverables

- Identification of APs in customer facilities
- Wireless network assessment after-action report with recommendations

## **1.6 Web Application Assessment**

The Web Application Assessment can include scanning, testing or both. The test provides a deep and detailed security look at an application, which is of particular interest to a customer.

The Web Application Scan service identifies web application specific vulnerabilities and assesses the security posture of selected customer's web applications against the Open Web Application Security Project (OWASP) Top Ten common vulnerabilities. The service looks for a wide variety of vulnerabilities such as Cross-Site scripting and SQL injection, service configuration mistakes and errors as well as specific application problems. The results will detail the risk exposure for an agency's Web applications and demonstrate how vulnerabilities in these applications can be exploited. Suggested remediation actions to lower an agency's risk exposure will also be provided. Depending on web application accessibility, assessment activities may be conducted from DHS Test facilities or onsite at a Customer location. Accounts to access a Web Application will need to be created for the team to utilize.

### Associated Activities

- Perform Web application vulnerability scanning
- Perform Web application penetration testing by exploiting identified vulnerabilities
- Perform manual web application security review

### Deliverables

- Web Application Security Assessment Report and recommended remediation steps
- Vulnerability exploitation success / failure report

A Web Application Test involves testing a running web application, without knowing the inner workings of the application itself, in order to find and exploit vulnerabilities. The penetration test uses knowledge gathered from a web application scan to exploit vulnerabilities discovered during the scan. A manual look at the web application is also performed to identify flaws in business logic, application behavior, and a high-level examination the source code. Communications between the web client and the servers which make up the web application environment is also reviewed through the use of a proxy for data manipulation/submission on different input fields. The tests will attempt to determine if application accounts are utilizing proper access controls and verify if unauthorized access to protected resources can be achieved from the web application attack vector.

## **1.7 Operating System Security Assessment (OSSA)**

The Operating System Security Assessment (OSSA) service assesses the configuration of select host operating systems (OS) against standardized configuration baselines (Federal Desktop Core Configuration (FDCC) and United States Government Configuration Baselines (USGCB)). The

results identify deviations from Government required baselines and recommended remediation steps to bring configurations into compliance. All assessment activities are conducted onsite at a customer location or over a secure connection the customer has initiated with the testing team. At a minimum, administrator or root-level access will be required for this service.

#### Associated Activities

- Perform automated host assessment scanning against select Customer OS
- Conduct offline password strength assessments

#### Deliverables

- Host Security Assessment report and recommended remediation steps

### **1.8 Database Assessment**

The Database Assessment assesses the configuration of selected databases against configuration baselines in order to identify potential misconfigurations and/or database vulnerabilities. For example, the service will attempt to identify holes, weaknesses and threats to the information stored within the database. The RVA team will identify default usernames and passwords, perform a limited User Rights Review (URR), identify patch-management issues, and review various other security vulnerabilities and configuration problems. The results identify deviations from Government-required baselines, if applicable, as well as insecure configurations that are applied on assessed databases. In addition recommended remediation actions will also be provided. All assessment activities are conducted onsite at a customer location or over a secure connection the customer has initiated with the testing team. As part of the service a DBA username and password with admin privileges are required.

#### Associated Activities

- Perform network database discovery
- Perform automated database vulnerability scanning
- Perform automated database configuration review

#### Deliverables

- Database Discovery Report
- Database Security Assessment Report



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8718**

**County Administrator's Report 11. 13.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2015

**Issue:** Approval of Cooperative Agreement with the Escambia County School Board

**From:** Michael Tidwell, Department Director

**Organization:** Corrections

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County Florida, Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Michael A. Tidwell, Corrections Department Director

That the Board take the following action concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail:

A. Approve the Cooperative Agreement; and

B. Authorize the Chairman to sign the Agreement.

#### **BACKGROUND:**

The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the School Board of Escambia County, Florida is the responsible agency and exercises general authority over all education programs within the County. This agreement ensures a cooperative plan for the provision of education and social services to all children and youth who are eligible and in need of such services.

#### **BUDGETARY IMPACT:**

N/A

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

This agreement has been reviewed by Kristen Hual, Assistant County Attorney, and found to be legally sufficient.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

The Escambia County Jail staff will implement the terms of this agreement on behalf of the County, and the School District staff will implement the terms of this agreement on behalf of the School Board.

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**Attachments**

2015-2016 School Board Agreement

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COOPERATIVE AGREEMENT BETWEEN  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
AND ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made by and between the School Board of Escambia County, Florida (hereinafter referred to as "School Board" or "School District") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County" and/or "Escambia County Jail").

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

I. PURPOSE

The School Board and the County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of children and youth served in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these children and youth, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School Board and the County hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for children and youth served in incarcerated settings.

The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the School Board of Escambia County, Florida is the responsible agency and exercises general authority over all education programs within the County.

This Agreement also ensures that the School Board and the County shall cooperatively plan for the provision of education and social services to all children and youth who are eligible and in need of such services.

II. ENABLING LEGISLATION

This Agreement assures compliance with Florida Statutes and rules, and federal laws, including the following:

A. 1003.53, F.S., Dropout Prevention and academic intervention

B. 1003.21, F.S., School Attendance

C. 402.22, F.S., Students in Residential Programs

APPROVED  
ESCAMBIA COUNTY SCHOOL BOARD

JUN 16 2015

MALCOLM THOMAS, SUPERINTENDENT  
VERIFIED BY RECORDING SECRETARY

- D. 1001.42, F.S., Powers and duties of district School Board
- E. 1000.21, F.S., System-wide definitions
- F. 1011.60-1011.77, F.S., Funding for School Districts
- G. No Child Left Behind Act of 2001

### III. INTER/INTRA-AGENCY LINKAGES

- A. The School District and the County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, vocational, social, and mental health needs of children and youth served by both agencies.
- B. The County and the School District will work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.
- C. Jail staff members acknowledge, respect, and abide by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by Jail staff.
- D. Both agencies strive for continuity and coordination of services across residential, educational, and treatment programs. Examples are as follows:
  - 1. Establish single intake procedure conducted by facility and school staff to reduce duplicated efforts.
  - 2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student comprehensive developmental plans and progress.
  - 3. There is mutual agreement on any new program to be developed within the scope of the educational program provided by the local School District.

### IV. ROLES AND RESPONSIBILITIES

The County and the School District agree that stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

#### A. Mutual Responsibilities:

The agencies mutually agree to the following:

- 1. Assign staff to meet regularly and exchange pertinent information regarding agency regulations and policies.



2. Conduct joint facility needs assessments, planning, implementation, and evaluation activities.
3. Share the responsibility for addressing needs identified in facility Quality Assurance Reports.
4. Encourage local staff and parent participation in planning, program development and staffing.
5. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.
6. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.
7. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.
8. Disseminate this Agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the Agreement.
9. The County will notify the School District of all persons assigned to the Jail facility by providing appropriate staff with a copy of the full alphabetical roster with age, and an alphabetical roster of all persons twenty-two (22) years old and under assigned to the facility on a mutually agreed upon frequency.

**B. Responsibilities of Escambia County Jail:**

To implement these policies, Florida Statutes and Federal Laws, the County, in the provision of educational services to children and youth in incarcerated settings, shall:

1. Receive technical assistance from the School District regarding the development and implementation of any rules/policies developed by the School District pertaining to the provision of educational programs for students in the Escambia County Jail or Escambia County Jail facilities consistent with state and federal laws, rules, and regulations.
2. Receive and utilize information regarding educational best practices for students in the Escambia County Jail or Escambia County Jail-supported facilities disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services.
3. Establish procedures for informing the School District of projected or new facilities being placed within the School District's boundaries.

4. Participate and assist in the monitoring and evaluation of programs for students served in Escambia County Jail settings to ensure compliance with applicable state and federal laws, rules and regulations.
5. Jointly develop transition plans for students exiting an Escambia County Jail facility and involve a representative of the School District in planning the student's next placement. The transition plan shall be jointly documented by the Escambia County Jail and the School District.

C. Responsibilities of the School Board of Escambia County, Florida:

To implement this Agreement the School District shall:

1. Provide technical assistance in the development and implementation of any rules/policies developed by the County pertaining to the provision of educational programs.
2. Disseminate information about and assist in the development and adoption of promising educational practices for students in Escambia County Jail facilities.
3. Coordinate activities for the identification, location and evaluation of all children served in educational programs in Escambia County Jail settings.
4. Provide general supervision of educational services through:
  - a. Review of the procedures and documents for providing education programs to determine compliance with provisions of this Agreement and applicable State Board of Education rules.
  - b. Monitoring and evaluating of education programs provided by or through Escambia County Jail facilities for students to ensure compliance with Florida statutes, applicable federal and state laws, rules and regulations.
5. Provide technical assistance to the Escambia County Jail in the development, coordination and review of personnel training needs for staff responsible for providing education and related services to students in Escambia County Jail facilities.
6. Develop and participate in a School District/Escambia County Jail Workgroup. The Workgroup shall be charged with the following responsibilities:
  - a. Provide a liaison network between the two agencies.
  - b. Monitor the implementation of this Agreement.

- c. Receive and review questions concerning apparent conflicts in agencies' regulations/policies and practices and recommend resolution(s).
- d. Provide for the regular exchange of agency information.

## V. ADMINISTRATIVE PROCEDURES

### A. Timelines:

This Cooperative Agreement shall become effective on July 1, 2015, with the signature of the Chairman of the School Board and the Chairman of the Escambia County Board of County Commissioners, and will continue until June 30, 2016, unless responsible individuals notify the others in writing that the Cooperative Agreement will be revised or terminated. This Agreement will be reviewed annually and may be amended by the written request of either agency. Any proposed amendments or modifications shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments must be agreed to by each agency head or the duly authorized representatives of both parties.

### B. Confidentiality:

Each agency shall protect the rights of students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this Agreement to ensure that parents, students and clients have the rights of access, rights of challenge and the rights of privacy with respect to records and reports and that applicable laws and regulations for this right shall be strictly adhered to.

## VI. ALLOCATION OF RESOURCES

So that the mutually agreed-on objectives of this Agreement can be adequately met, resources from the School District and the Escambia County Jail will be allocated based on the previously identified roles and responsibilities of each agency.

### A. The County agrees to:

1. Maintain responsibility and make final decisions relative to student care, to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services and supervision of youth when not in the education program.

2. Provide facilities, including utilities and maintenance, to house the educational program and provide reasonable protection of school district property assigned to the facility.

B. The School Board of Escambia County, Florida agrees to:

1. Provide a free and appropriate public education, including but not limited to academic, vocational, and exceptional student education services for students five (5) through twenty-two (22) years of age consistent with all state and federal rules, regulations and laws.
2. Purchase and maintain materials, equipment and supplies used in the students' educational program.

## VII. AGENCY REPRESENTATIVES

School District Representative: Vickie Mathis, Director  
Department of Alternative Education  
850-430-7439  
30 East Texar Drive  
Pensacola, Florida 32503

Escambia County Representative: Michael A. Tidwell  
Corrections Chief/Department Director  
850-595-3107  
2251 North Palafox Street  
Pensacola, Florida 32501

## VIII. INTERAGENCY DISPUTES

In instances of interagency conflict, differences shall be resolved in accordance with the following procedures:

A. Mediation or Conflict Resolutions Procedures:

1. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.
2. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) days of receipt of the notice of conflict.
3. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by a representative from each agency.

4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.
5. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by each agency head.

B. Administrative Procedures:

Should further action be required, agency heads will request an administrative hearing consistent with the procedures in s. 120.57, F.S., the Administrative Procedures Act. The resolution of all conflicting issues that arise while this Agreement is in effect will be resolved at the lowest level possible.

IX. ASSESSMENT

A. The parties shall:

1. Develop an integrated assessment process to ensure that all youth are evaluated for the purpose of determining the most appropriate educational, residential and treatment programs.
2. Collaboratively define assessment protocols for intake and educational services.

X. CURRICULUM, INSTRUCTION AND EDUCATIONAL PLANNING

A. The parties agree:

1. To integrate the education, treatment, and residential programs.
2. That educational service will follow a defined curriculum appropriate to the student's age and ethnicity.
3. That instructional delivery methods are appropriate for the target population.
4. That pretest and posttest measures for content areas are available and utilized.
5. That all youth have an individually prescribed integrated treatment/education plan.
6. To provide educational services year round using summer school or other district-approved schedules.
7. To provide compliance with PL 107-110, Section 1423, the parties agree to meet all eleven (11) elements required in PL 107-110, Section 1425 by:

- a. Where feasible, ensure that educational programs in correctional facilities are coordinated with the student's home school, particularly with respect to a student with an Individual Education Plan (IEP) under part B of the Individuals with Disabilities Education Act;
- b. If the child or youth is identified as in need of special education services while in a correctional facility, notify the local school of the child or youth with such need;
- c. Where feasible, provide transition assistance to help the child or youth stay in school, to include coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- d. Provide support programs that encourage children and youth who have dropped out of school to re-enter school once their term at a correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;
- e. Work to ensure that correctional facilities are staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;
- f. Ensure that educational programs in the correctional facilities are related to assisting students to meet high academic achievement standards;
- g. To the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;
- h. Where feasible, involve parents in efforts to improve the educational achievement of their child and prevent the further involvement of such youth in delinquent activities;
- i. Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under Title I of Public Law 105-220, and vocational and technical education funds;
- j. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and

- k. Where appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

## XI. CLASSROOM MANAGEMENT AND ATTENDANCE

### A. The parties agree:

1. To a written discipline plan for the educational and treatment programs agreed to by the Director of Detention and the Director of Exceptional Student Education.
2. To specify procedures for out-of-control students and class attendance in each facility's operation manual.

## XII. CERTIFICATION LICENSURE AND STAFF DEVELOPMENT

### A. The parties agree:

1. Those professionals serving students shall be appropriately certified by Florida law or by position qualifications.
2. To the extent possible, the tentative assignment of instructional personnel to the facility will be discussed with the facility Director prior to making the assignment final.
3. Pre-service, in-service and staff development programs will be joint efforts and cooperatively developed and provided.
4. To ensure that all teachers and educational personnel in DJJ residential programs will complete the required training for the Prison Rape Elimination Act of 2003 (PREA) within thirty (30) days of the last signature of this Agreement for current teachers and educational personnel and within thirty (30) days of new hire for all other teachers and educational personnel. Refresher training is required every two (2) years.

This training includes

- a. Completion of the Department of Juvenile Justice's CORE PREA training class located on the DJJ PREA website.
- b. Documentation that the individual received training, by signing and dating the form included in the training and providing a copy of the acknowledgement to the PREA Facility Compliance Manager.



### XIII. TRANSITION

Transition is the driving force behind the youth performance contract and educational plan with emphasis placed on change as opposed to compliance. The goal is that what the student learns at the facility is solidified so he or she may effectively transition to home, school and community. The County and the School District agree to coordinate the preparation and planning for student movement in and between programs.

- A. A specific transition program is in place at the facility and in the school system.
- B. A transition plan is developed for each of the clients/students on admission to the program, is incorporated into the performance contract and is reviewed on a regular basis.
- C. Transition planning involves educational, facility and reentry staff in addition to representatives from outside agencies and/or programs.

### XIV. TERM

This Agreement shall be in effect from July 1, 2015 to June 30, 2016.

### XV. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event of litigation regarding this Agreement, the parties agree that jurisdiction and venue shall lie in the Courts of Escambia County, Florida.

COOPERATIVE AGREEMENT BETWEEN  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
AND ESCAMBIA COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Steven Barry, Chairman

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

By: \_\_\_\_\_ BCC Approved: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

THE SCHOOL BOARD OF ESCAMBIA COUNTY,  
FLORIDA

By: Patricia Hightower  
Patricia Hightower, Chair

Date: 6/16/15

ATTEST:

By: Malcolm Thomas  
Malcolm Thomas, Superintendent

APPROVED  
ESCAMBIA COUNTY SCHOOL BOARD

JUN 16 2015

MALCOLM THOMAS, SUPERINTENDENT  
VERIFIED BY RECORDING SECRETARY

APPROVED FOR LEGAL CONTENT  
FOR June 2015 AGENDA

MAY 27 2015

\_\_\_\_\_  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8671**

**County Administrator's Report 11. 1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Approval of Fiscal Year 2015-2016 Mosquito Control Division Annual Contractual Services Agreement #022283

**Organization:** Community & Environment

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Approval of the Fiscal Year 2015-2016 Contractual Services Agreement for the Mosquito Control Division - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board take the following action concerning the Fiscal Year 2015-2016 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #022283, for Mosquito Control:

A. Approve the annual Contractual Services Agreement with an effective date of October 1, 2015, through September 30, 2016, in the amount of \$31,540; and

B. Authorize the Chairman to sign the annual Contractual Services Agreement.

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

### **BACKGROUND:**

Florida Statutes, Chapter 388, and Florida Administrative Code, Chapter 5E-13, authorized the Florida Department of Agriculture and Consumer Services to regulate and administer mosquito control throughout the State of Florida. Compliance with the annual Contractual Services Agreement provides for State Grant Funding to be distributed to Escambia County Mosquito Control Division.

### **BUDGETARY IMPACT:**

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds.

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

The Contractual Services Agreement was reviewed by Kristin Hual, Assistant County Attorney, and was found to be legally sufficient.

**PERSONNEL:**

There is no impact associated with this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required when entering into Contract Agreements. This recommendation is consistent with Board's goals and objectives for capitalizing on alternative revenue generation without increasing the tax burden.

**IMPLEMENTATION/COORDINATION:**

The Mosquito Control Division management will ensure that Escambia County complies with the annual Contractual Services Agreement and performs all activities required.

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**Attachments**

Mosquito Control Contract FY 15-16

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ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

FDACS CONTRACT #  
022283

**MOSQUITO CONTROL CONTRACTUAL SERVICES AGREEMENT**

This AGREEMENT, made and entered into this 20 day of August, 2015 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the DEPARTMENT, and Board of County Commissioners of Escambia County, Florida acting on behalf of Escambia County Mosquito Control, the CONTRACTOR.

CONTRACT PERIOD: October 1, 2015 to September 30, 2016.

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The CONTRACTOR agrees to provide the following services including the tasks required to be performed:

Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

The CONTRACTOR must provide the following quantifiable, measureable, and verifiable units of Deliverables (Deliverable) which must be received and accepted in writing by the Contract Manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

- A. Two copies of the CONTRACTOR's operational work plan on form, "Operational Work Plan for Mosquito Control", (FDACS-13666, Rev. 07/13) and detailed work plan on the form, "Detailed Work Plan Budget - Arthropod Control", (FDACS-13623, Rev. 07/13), shall be submitted to the DEPARTMENT not later than July 15, 2015 as part of the application / re-application process for state aid for fiscal year 2015-2016.
  - (1) A record and inventory of property owned by CONTRACTOR shall be maintained in accordance with Section 274.02, Florida Statutes, and recorded on the form, "Operational Work Plan for Mosquito Control", (FDACS-13666, Rev. 07/13).
  - (2) The detailed work plan budget submitted shall classify proposed expenditure accounts on an object/sub-object code budgetary level (i.e. 60 - Capital Outlay / 61 - Land, 62 - Buildings, 63 - Infrastructure or 64 - Machinery and Equipment). Any remaining state or local funds budgeted



for the control of mosquitoes in a fiscal shall be estimated and re-budgeted for such control measures the following fiscal year on the CONTRACTOR's detailed work plan budget.

- B. Two notarized (certified) copies of the CONTRACTOR's certified budget on the form, "Annual Certified Budget for Arthropod Control", (FDACS-13617, Rev. 07/13), shall be submitted to the DEPARTMENT by September 30, 2015. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on the form, "Arthropod Control Budget Amendment", (FDACS-13613, Rev. 07/13), must be submitted to the DEPARTMENT.
  - (1) State and local funds budgeted for the control of mosquitoes shall be carried over at the end of CONTRACTOR's fiscal year, and re-budgeted for such control measures the following fiscal year.
  - (2) No State funds may be placed in a reserve account.
- C. Budget amendments on the form, "Arthropod Control Budget Amendment", (FDACS-13613, Rev. 07/13), shall be prepared and submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in nonbudgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. DEPARTMENT approval of the amendment(s) must be received before such expenditures are made.
- D. Submit a monthly financial report to the DEPARTMENT on the form, "Mosquito Control Monthly Report" for State Funds, (FDACS-13650, Rev. 07/13). CONTRACTOR shall submit its monthly financial report to the DEPARTMENT not later than thirty (30) days after the end of each month (October through August reports). September financial reports shall be submitted to the DEPARTMENT not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed or attested by the program director or person responsible for administration of the program and funds.
- E. Submit a monthly financial report to the DEPARTMENT on the form, "Mosquito Control Monthly Report" for Local Funds, (FDACS-13663, Rev. 07/13). The CONTRACTOR shall submit its monthly financial report to the DEPARTMENT not later than thirty (30) days after the end of each month (October through August reports). September financial reports shall be submitted to the DEPARTMENT not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed or attested by the program director or person responsible for administration of the program and funds.
- F. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc) with date specified for costs incurred in accordance with the form, "Mosquito Control Monthly Report" for State Funds, (FDACS-13650, Rev. 07/13) and the form, "Mosquito Control Monthly Report" for Local Funds, (FDACS-13663, Rev. 07/13).



- G. Submit a monthly pesticide activity report to the DEPARTMENT on the form, "Mosquito Control Monthly Activity Report", (FDACS-13652, Rev. 07/13). The CONTRACTOR shall submit its monthly pesticide activity report to the DEPARTMENT not later than thirty (30) days after the end of each month. If there is no activity in any given month, the CONTRACTOR shall continue to submit monthly reports of accomplishments on the prescribed form to the DEPARTMENT not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st) stating "NO ACTIVITY".
- H. If the CONTRACTOR decides to withdraw from participation in state matching funds under Chapter 388, F.S., the CONTRACTOR shall continue to submit reports referenced until funds received under this program are exhausted.
- I. State funds received by CONTRACTOR shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, Florida Statutes. The CONTRACTOR shall provide proof of the separate depository accounts with the monthly reports.
- J. All purchases of supplies, materials and equipment by CONTRACTOR shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.
- K. All funds, supplies, and services released to the CONTRACTOR shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the DEPARTMENT.
- L. State funds shall be payable quarterly, in accordance with the rules of the DEPARTMENT, upon requisition by the DEPARTMENT to the Chief Financial Officer. The DEPARTMENT is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.
- M. All equipment purchased pursuant to Chapter 388, Florida Statutes, with state funds made available directly to CONTRACTOR shall become the property of the CONTRACTOR unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.
- N. Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by CONTRACTOR shall first be offered to any



or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, Florida Statutes.

- O. The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, Florida Statutes, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.
- P. All proceeds from the sale of any real or tangible personal property owned by CONTRACTOR shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT.
- Q. If CONTRACTOR is carrying out programs for the control of mosquitoes involving the expenditure of state funds, then it shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same as provided herein.
- R. State funds, supplies, and services shall be made available to CONTRACTOR by and through the DEPARTMENT immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the DEPARTMENT shall make an adjustment in amounts of money payable to CONTRACTOR in the last three (3) quarters of the current fiscal year. CONTRACTOR shall be notified of the amount payable to them and if necessary shall amend amounts of state funds budgeted.
- S. The DEPARTMENT, upon notifying CONTRACTOR and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.
- T. Audits conducted pursuant to Section 215.97, Florida Statutes shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General.
- U. Execution of this contract shall serve as CONTRACTOR's acknowledgment that it is subject to Section 215.97, Florida Statutes, and regardless of the amount of state financial assistance received, the provisions of Section 215.97, Florida Statutes, do not exempt the CONTRACTOR, as a nonstate entity, from compliance with provisions of law relating to maintaining records concerning state financial assistance or from allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- V. This Agreement shall be executed and returned to the Department not later than October 1, 2015.

Intellectual property is subject to the following additional provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by CONTRACTOR pursuant to a previous Contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services: N/A

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704

The DEPARTMENT will pay the CONTRACTOR in arrears as follows:

An amount not to exceed \$ 31,540 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines. Failure to comply with Chapter 388, Florida Statutes, Chapter 5E-13, Florida Administrative Code and this Agreement may result in loss or termination of funds and/or state approval certification.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the DEPARTMENT, Stacey Reese, Agricultural Environmental Services, Mosquito Control Program, 3125 Conner Blvd, Bldg



6, Tallahassee, Florida 32399-1650, in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Transaction Fee: CONTRACTOR shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party giving 30 days written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

The CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the



CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3), Florida Statutes, may not be renewed.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through L are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a CONTRACTOR subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department

resource 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 this Department resource, 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.

- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. 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. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. 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 provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).
- F. Each state awarding agency shall:
  - (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
  - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of three



years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.

- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the Nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
  - (a) The Department of Agriculture  
and Consumer Services  
Division of Administration  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
  - (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
  - (c) The Division of Agricultural Environmental Services at the  
following address:  
  
Mosquito Control Program  
3125 Conner Blvd, Bldg 6  
Tallahassee, Florida 32399-1650

G. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with 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. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, 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, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.
- L. In accordance with Section 215.971, F.S., for 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, the agreement shall include:
  - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
  - 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 must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The following provisions of A through I are applicable regarding the administration of resources provided by the DEPARTMENT to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through the DEPARTMENT by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. 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 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).
- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
- (a) The Department of Agriculture  
and Consumer Services  
Division of Administration  
509 Mayo Building - 407 South Calhoun Street  
Tallahassee, Florida 32399-0800
  - (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 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.
- E. 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 letter issued by the Auditor, to the DEPARTMENT at the following address:

The Department of Agriculture  
and Consumer Services  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
- F. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT 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, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- I. In accordance with Section 215.971, F.S., for 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, the agreement shall include:

- a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
- 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 must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

A CONTRACTOR who is a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the contract period. Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this contract must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with Section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with Section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28<sup>th</sup> Street North, 3<sup>rd</sup> Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a



bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the DEPARTMENT is Stacey Reese, Agricultural Environmental Services, Mosquito Control Program, 3125 Conner Blvd, Bldg 6, Tallahassee, Florida 32399-1650.

Keith Wilkins

The Contract Manager for the CONTRACTOR is ~~Robert R. Betts~~, Director and is located at 611 Highway 297-A, Cantonment, FL 32533.

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

CONTRACTOR  
Board of County Commissioners of  
Escambia County, Florida



Signature  
D. Alan Edwards  
Director of Administration

Signature Steven Barry, Chairman

Title

Title

Date

6-10-15

Date

ATTEST: Pam Childers  
Clerk of the Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: Richard ACA  
Date: 7/29/15

## EXHIBIT - 1

### STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

#### MATCHING RESOURCES FOR FEDERAL PROGRAMS:

*NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.*

*Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) – \$ (amount)*

#### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) –

**Florida Department of Agriculture and Consumer Services, Mosquito Control, CSFA: 42.003 -**

**\$ 31,540**

### COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

#### Chapter 388, F.S. and Rule Chapter 5E-13, F.A.C.

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

*NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.*

DFS-A2-CL  
July 2005  
Rule 691-5.006, FAC





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8715**

**County Administrator's Report 11. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements

**Organization:** Community & Environment

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements  
- Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following August 20, 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 Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Bernard and Dorothy Jacobs, owners of residential property located at 400 Rue Max Avenue, Barrancas Redevelopment District, each in the amount of \$1,275, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for sewer connection;
2. The Agreements between Escambia County CRA and Raymond A. and Sheryl Canevari, owners of residential property located at 324 East Sunset Avenue, Warrington Redevelopment District, each in the amount of \$4,550 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for roof replacement; and
3. The Agreements between Escambia County CRA and Ted R. and Anita L. Corbin, owners of residential property located at 421 Baublits Court, Warrington Redevelopment District, each in the amount of \$2,075, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for roof replacement; and

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

**BACKGROUND:**

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 the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grants will be provided as follows

1. Bernard & Dorothy Jacobs, Barrancas TIF, Cost Center 370116, in the amount of \$1,275
2. Raymond A. and Sheryl Canevari, Warrington TIF, Cost Center 370114, in the amount of \$4,550
3. Ted R. and Anita L. Corbin, Warrington TIF, Cost Center 370114, in the amount of \$2,075

**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:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/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:**

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/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**

Agreement-Jacobs-Aug2015

Agreement-Canevari-Aug2015

Agreement-Corbin-Aug2015

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of August 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Bernard and Dorothy Jacobs, (the "Recipient(s)"), owner of residential property located at 400 Rue Max Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$1,275, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,275, which shall be comprised of a cash contribution of \$1,275
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 20<sup>th</sup> day of August 2015, and the Project shall be complete on or before the 20<sup>th</sup> day of November 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, Dev. Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Bernard and Dorothy Jacobs  
400 Rue Max 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: K. Hualach  
Date: 7/20/15

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(s):

Bernard Jacobs  
**Bernard Jacobs, Property Owner**

Dorothy Jacobs  
**Dorothy Jacobs, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2015 by Bernard Jacobs, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2015 by Dorothy Jacobs, 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): **Bernard and Dorothy Jacobs**

Property Address: **400 Rue Max Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary Sewer Connection.**



**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>Bernard and Dorothy Jacobs</u></b>	<b><u>400 Rue Max Avenue</u></b> <b><u>Pensacola, FL 32507</u></b>	<b><u>50-2S-30-5012-001-036</u></b>

**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 or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Bernard Jacobs  
Bernard Jacobs, Property Owner

Dorothy Jacobs  
Dorothy Jacobs, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2015 by Bernard Jacobs, Property Owner. He ( ) is personally known to me or ( X ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2015 by Dorothy Jacobs, Property Owner. She ( ) is personally known to me or ( X ) 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: \_\_\_\_\_

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: 7/20/15



**Sanitary Sewer Connection**

**400 Rue Max Avenue – Bernard and Dorothy Jacobs**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of August 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Raymond A. and Sheryl Canevari, (the "Recipients"), owner of residential property located at 324 E. Sunset Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient 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 \$4,550, 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 \$4,550, which shall be comprised of a cash contribution of \$4,550.
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 20<sup>th</sup> day of August 2015, and the Project shall be complete on or before the 20<sup>th</sup> day of November 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

Recipients:

Raymond A. and Sheryl Canevari  
324 E. Sunset 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.

For: **Board of County Commissioners of  
Escambia County**

By: \_\_\_\_\_  
**Steven Barry, Chairman**

Approved as to form and legal  
sufficiency.

By/Title: Kelwa ACA  
Date: 7/22/15

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

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

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

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

(SEAL)

For Recipient:

Raymond A. Canevari  
**Raymond A. Canevari, Property Owner**

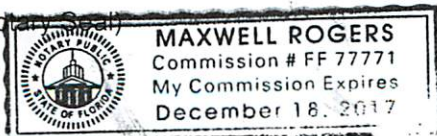
Sheryl Canevari  
**Sheryl Canevari, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2015 by Raymond A. Canevari, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2015 by Sheryl Canevari, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced FL Drivers Lic as identification.

(Notary Seal)



Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Raymond A. and Sheryl Canevari**  
Property Address: **324 E. Sunset Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name

**Raymond A. and Sheryl Canevari**

Address of Property

**324 E. Sunset Avenue**  
**Pensacola, FL 32507**

Property Reference No.

**51-2S-30-7062-007-043**

**Total Amount of Lien**

**\$4,550**

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:

Raymond A. Canevari  
Raymond A. Canevari, Property Owner

Sheryl Canevari  
Sheryl Canevari, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2015 by Raymond A. Canevari, Property Owner. He ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2015 by Sheryl Canevari, Property Owner. She ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

(Notary Seal)



Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

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: \_\_\_\_\_

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 Aca  
Date: 7/23/15



**Replace roof**

**324 E. Sunset Avenue – Raymond A. and Sheryl Canevari**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of August 2015, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Ted R. and Anita L. Corbin, (the "Recipients"), owner of residential property located at 421 Baublits Court, 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 \$2,075, 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 \$2,075, which shall be comprised of a cash contribution of \$2,075.
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 20<sup>th</sup> day of August 2015, and the Project shall be complete on or before the 20<sup>th</sup> day of November 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

**Recipients:**

Ted R. and Anita L. Corbin  
421 Baublits Court  
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:

Kathal ACA  
7/24/15

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:

Ted R. Corbin  
Ted R. Corbin, Property Owner

Anita L. Corbin  
Anita L. Corbin, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2015 by Ted R. Corbin, Property Owner. He ( ) is personally known to me or ( X ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2015 by Anita L. Corbin, 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): Ted R. and Anita L. Corbin**

**Property Address: 421 Baublits Court, Pensacola, Florida, 32507**

**The "Project" includes the following improvement to the above referenced property:**

**Replace roof.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

**Applicant Name  
Ted R. and Anita L. Corbin**

**Address of Property  
421 Baublits Court  
Pensacola, FL 32507**

**Property Reference No.  
50-2S-30-6090-442-021**

**Total Amount of Lien**

**\$2,075**

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:

Ted R. Corbin  
Ted R. Corbin, Property Owner

Anita L. Corbin  
Anita L. Corbin, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2015 by Ted R. Corbin, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2015 by Anita L. Corbin, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.

(Notary Seal)



Maxwell Rogers  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

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:  
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: Ketha A. A. A.  
Date: 7/24/15



**Replace roof**

**421 Baublits Court – Ted R. and Anita L. Corbin**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8716**

**County Administrator's Report 11. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Cancellation of Residential Rehab Grant Program Liens

**Organization:** Community & Environment

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Cancellation of 12 Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following August 20, 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 12 Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
Joseph Barwick	219 Marine Drive	\$1,512
Litedra Burgess	921 West Michigan Avenue	\$1,875
Council Donald, Jr.	2616 North "L" Street	\$1,375
James C & Jannie N. Hixon	828 Montclair Road	\$4,600
Johnnie Kidd	1710 West Lakeview Avenue	\$1,950
Sally Hope	110 Lakewood Road	\$1,450
Julie & William E. Grimsley, III	222 Betty Road	\$782
Julie & William E. Grimsley, III	301 Rue Max Avenue	\$782
Julie & William E. Grimsley, III	210 Betty Road	\$782
Julie & William E. Grimsley, III	1214 Wilson Avenue	\$782
ImSuk Thomas	106 Jamison Street	\$620
Gregory L. Scoville	217 Chief's Way	\$1,685

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:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owner.

---

**Attachments**

[LienCx\\_J.Barwick-August2015](#)

[LienCx\\_L.Burgess-August2015](#)

[LienCx\\_C.Donald-August2015](#)

[LienCx\\_J&JHixon-August2015](#)

[LienCx\\_JKidd-August2015](#)

[LienCx\\_SHope-August2015](#)

[LienCx\\_J&WGrimsley-August2015](#)

[LienCx\\_J&WGrimsley-August2015](#)

[LienCx\\_J&WGrimsley-August2015](#)

[LienCx\\_J&WGrimsley-August2015](#)

[LienCx\\_IThomas-August2015](#)

[LienCx\\_GScoville-August2015](#)

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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 \$1,512, executed by Joseph Barwick and recorded in Official Record Book 7204 at pages 356-357, 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: 7/3/15

ESCAMBIA COUNTY  
CLERK'S ORIGINAL  
11/21/2013/CART II-B

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Joseph Barwick**

Address of Property  
**219 Marine Drive,**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-5010-001-022**

**Total Amount of Lien**

**\$1,512**

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.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014054397 07:30:2014 at 02:37 PM  
OFF REC BK: 7204 PG: 356 - 357 Doc Type L  
RECORDING: \$18.50

Date: 11/26/2013 Verified By: [Signature]

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Joseph Barwick  
Joseph Barwick, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of October, 2013 by Joseph Barwick, Property Owner. He (☐) is personally known to me or (☒) has produced FLDL B620...4300 as identification.



(Notary Seal)

Zakkiyah Osuigwe  
Signature of Notary Public  
Zakkiyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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

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



Doris Harris  
Deputy Clerk

Date Executed: 11-25-2013

BCC Approved: 11-21-2013

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: John A. Ait  
Date: 10/28/13



Before

Barrancas District

219 Marine Dr.

**Sanitary Sewer Connection**

Project Total \$3,025

Grant Total \$1,512



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 \$1,875, executed by Litedra Burgess and recorded in Official Record Book 7214 at pages 993-994, 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: 7/8/13



**Escambia County  
Clerk's Original**

7/24/2014 CRZ JES

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014060591 08 21 2014 11 12 29 PM  
OFF REC BK 1214 PG 993 - 994 Doc Type L  
RECORDING \$13.50

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Litedra Burgess**

Address of Property  
**921 West Michigan Avenue**  
**Pensacola, FL 32505**

Property Reference No.  
**46-1S-30-1100-010-002**

**Total Amount of Lien**

**\$1,875**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 7/29/2014  
Verified By: *[Signature]*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Litedra Burgess  
Litedra Burgess, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2014 by Litedra Burgess, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

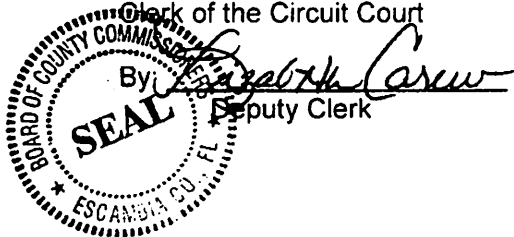
Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 7/30/14

For: **Board of County Commissioners of Escambia County**

By: [Signature]  
Lumon J. May, Chairman

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



Date Executed: 7/24/2014

BCC Approved: 07-24-2014

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





Before

Palafox District  
921 W. Michigan Ave.

**Replace Roof**

Project Total \$3,750

Grant Total \$1,875



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 \$1,375, executed by Council Donald, Jr. and recorded in Official Record Book 7210 at pages 312-313, 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] ACA  
Date: 2/3/15

**Escambia County  
Clerk's Original**

11/20/2014 CAR II-LO

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Council Donald, Jr.**

Address of Property  
**2616 North L Street**  
**Pensacola, FL 32501**

Property Reference No.  
**17-2S-30-1600-138-138**

**Total Amount of Lien**

**\$1,375**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014058117 08:12 2014 at 08:26 AM  
OFF REC BK 7210 PG 312 - 313 Doc Type L  
RECORDING \$18.50

Date: 7/3/2014 Verified By: *[Signature]*

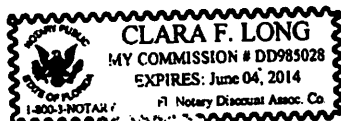
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Council Donald, Jr.  
Council Donald, Jr., Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2014 by Council Donald, Jr., Property Owner. He ☐ is personally known to me or ☒ has produced GA#052216539 as identification.



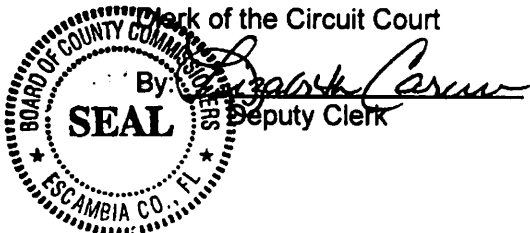
(Notary Seal)

Clara F. Long  
Signature of Notary Public  
Clara F. Long  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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

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



Date Executed: 6/30/2014

BCC Approved: 06-26-2014

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: 7/23/14





Before

Englewood District

2616 N. L St.

**Sanitary Sewer Connection**

Project Total \$2,750

Grant Total \$1,375



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 \$4,600, executed by James C. and Jannie N. Hixon and recorded in Official Record Book 7204 at pages 360-361, 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: K. H. [Signature]  
Date: 2/3/15



**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name(s)**  
**James C. and Jannie N. Hixon**

**Address of Property**  
**828 Montclair Road**  
**Pensacola, FL 32505**

**Property Reference No.**  
**10-2S-30-1000-020-021**

**Total Amount of Lien**

**\$4,600**

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.

**Pam Childers**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY FLORIDA**  
INST# 2014054399 07:30:2014 at 02:37 PM  
OFF REC BK: 7204 PG: 360 - 361 Doc Type: L  
RECORDING: \$18.50

Verified By: *D. Hixon*

Date: 5/9/2014

For Recipient(s):

James C. Hixon  
James C. Hixon, Property Owner  
Jannie N. Hixon  
Jannie N. Hixon, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2014 by James C. Hixon, Property Owner. He ( ) is personally known to me or (X) has produced FLDL H250-044-0 as identification.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2014 by Jannie N. Hixon, Property Owner. She ( ) is personally known to me or (X) has produced FLDL H250-509-0 as identification.



(Notary Seal)

ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Q. Osuigwe  
Signature of Notary Public  
Zakkiyyah Q. Osuigwe  
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

Doris Harris  
Deputy Clerk

Date Executed: May 8, 2014

BCC Approved: 04-29-2014

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: Kathleen HCA  
Date: 3/20/14



Before

Palafox District  
828 Montclair Rd.

**Replace Roof & Install New  
Windows**

Project Total \$9,200

Grant Total \$4,600



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 \$1,950, executed by Johnnie Kidd and recorded in Official Record Book 7214 at pages 1001-1002, 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: 7/8/15

**Escambia County  
Clerk's Original**

7/24/2014 CAR IL-8

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014060595 08 21 2014 at 12 29 PM  
OFF REC BK 1214 PG 1001 Doc Type  
RECORDING \$15.50

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Johnnie Kidd**

Address of Property  
**1710 West Lakeview Avenue**  
**Pensacola, FL 32501**

Property Reference No.  
**17-2S-30-1000-017-024**

**Total Amount of Lien**

**\$1,950**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 7/29/2014  
Verified By: J. Carson

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Johnnie Kidd, Jr.  
Johnnie Kidd, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 2014 by Johnnie Kidd, Property Owner. He (☐) is personally known to me or (☒) has produced FL Drivers Lic as identification.  
W 300 436-50-254-0



(Notary Seal)

[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

Approved as to form and legal sufficiency

By/Title: [Signature]  
Date: 7/24/14

For: **Board of County Commissioners of Escambia County**

By: [Signature]  
Lumon J. May, Chairman

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



By: [Signature]  
Deputy Clerk

Date Executed: 7/24/2014

BCC Approved: 7/24/2014

This instrument prepared by:  
Zakkiyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502





Englewood District  
1710 W. Lakeview Ave.

**Replace Roof**

Project Total \$3,900

Grant Total \$1,950



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 \$1,450, executed by Sally Hope and recorded in Official Record Book 7214 at pages 997-998, 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: K. Hylton AOA  
Date: 2/18/13

**Escambia County  
Clerk's Original**

7/24/2014 CAR TL-8

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014060593 08 21 2014 at 12:29 PM  
OFF REC BK 1214 PG 997 - 998 Doc Type L  
RECORDING \$13.50

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Sally Hope**

Address of Property  
**110 Lakewood Road**  
**Pensacola, FL 32507**

Property Reference No.  
**59-2S-30-1000-2005-014**

**Total Amount of Lien**

**\$1,450**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 7/29/2014 Verified By: C. Carver

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient Sally Hope  
Sally Hope, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2014 by Sally Hope, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drw Lic as identification.  
H-100 781-46-871-0

Maxwell Rogers  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

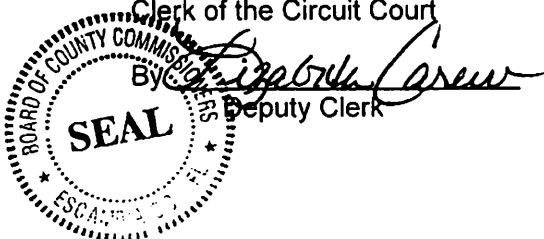
(Notary Seal)



For: **Board of County Commissioners of Escambia County**

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

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



This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Date Executed: 7/24/2014

BCC Approved: 07-24-2014

Approved as to form and legal sufficiency.

By/Title: Kathleen Hunt  
Date: 6/25/14





Barrancas District

110 Lakewood Rd.

**Sanitary Sewer Connection**

Project Total \$2,900

Grant Total \$1,450



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 **\$782**, executed by **Julie and William E. Grimsley III** and recorded in Official Record Book **7202** at pages **727-728**, 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: Kellyn A. Acker  
Date: 7/3/15



**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Julie and William E. Grimsley III**

Address of Property  
**222 Betty Road**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-5012-022-032**

**Total Amount of Lien**

**\$782**

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.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014053367 07:28:2014 at 08:34 AM  
OFF REC BK: 7202 PG. 727 - 728 Doc Type: L  
RECORDING: \$18.50

Date: 3/19/2014 Verified By: D. Harris

For Recipient(s):

Julie Grimsley  
Julie Grimsley, Property Owner  
William E. Grimsley III  
William E. Grimsley III, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2014 by Julie Grimsley, Property Owner. She (☐) is personally known to me or (☒) has produced FDL6652, 723-D as identification.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2014 by William E. Grimsley III, Property Owner. He (☐) is personally known to me or (☒) has produced FDL6652, 425-D as identification.

(Notary Seal)  **ZAKKIYYAH Q. OSUIGWE**  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Q. Osuigwe  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

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



**PAM CHILDERS**  
Clerk of the Circuit Court

Doris Harris  
Deputy Clerk

Date Executed: March 18, 2014

BCC Approved: 03-18-2014

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: Kathleen A. Aet  
Date: 2/19/14

Barrancas District

222 Betty Rd.

**Sanitary Sewer Connection**

Project Total \$1,565

Grant Total \$782



Before



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 **\$782**, executed by **Julie and William E. Grimsley III** and recorded in Official Record Book **7202** at pages **731-732**, 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: 7/3/15

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name(s)**  
**Julie and William E. Grimsley III**

**Address of Property**  
**301 Rue Max Avenue**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-5012-001-031**

**Total Amount of Lien**

**\$782**

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.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014053369 07:28:2014 at 08:34 AM  
OFF REC BK 7202 PG: 731 - 732 Doc Type: L  
RECORDING: \$13.50

Date: 3/19/2014 Verified By: D. P. Jones

For Recipient(s):

Julie Grimsley  
Julie Grimsley, Property Owner  
William E. Grimsley III  
William E. Grimsley III, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2014 by Julie Grimsley, Property Owner. She ☐ is personally known to me or ☒ has produced 6652 - 723-0 as identification.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2014 by William E. Grimsley III, Property Owner. He ☐ is personally known to me or ☒ has produced FDL6652 ... 4250 as identification.



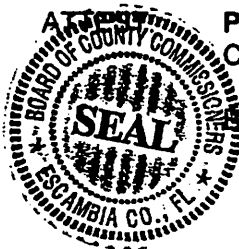
(Notary Seal)

ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

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



**PAM CHILDERS**  
Clerk of the Circuit Court

By: Doris Harris  
Deputy Clerk

Date Executed: March 18, 2014

BCC Approved: 03-18-2014

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: Kathleen AEA  
Date: 2/19/14





Before

Barrancas District

301 Rue Max Ave.

**Sanitary Sewer Connection**

Project Total \$1,565

Grant Total \$782



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 \$782, executed by Julie and William E. Grimsley III and recorded in Official Record Book 7213 at pages 1702-1703, 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: K. H. [Signature]  
Date: 7/3/15

ESCAMBIA COUNT  
CLERK'S ORIGINAL  
3/18/2014/CAR II-2

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<b><u>Julie and William E. Grimsley III</u></b>	<b><u>210 Betty Road</u></b>	<b><u>50-2S-30-5012-028-032</u></b>
	<b><u>Pensacola, FL 32507</u></b>	

**Total Amount of Lien**

**\$782**

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.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014060256 08-20-2014 at 10:37 AM  
OFF REC BK 7213 PG: 1702 - 1703 Doc Type: L  
RECORDING \$18.50

Date: 3/19/2014 Verified By: D. Haines

For Recipient(s):

Julie Grimsley  
Julie Grimsley, Property Owner  
William E. Grimsley III  
William E. Grimsley III, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2014 by Julie Grimsley, Property Owner. She (☐) is personally known to me or (☒) has produced FL652..723..0 as identification.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2014 by William E. Grimsley III, Property Owner. He (☐) is personally known to me or (☒) has produced FLDL6652..425..0 as identification.



(Notary Seal)

ZAKKIYYAH Q. OSUGWE  
MY COMMISSION # FF 064108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Osugwe  
Signature of Notary Public  
Zakkiyyah Osugwe  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

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



**PAM CHILDERS**  
Clerk of the Circuit Court

By: Doris Harris  
Deputy Clerk

Date Executed: March 18, 2014

BCC Approved: 03-18-2014

This instrument prepared by:  
Zakkiyyah Osugwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: Kethia A. A. A.  
Date: 2/19/14





Before

Barrancas District

210 Betty Rd.

**Sanitary Sewer Connection**

Project Total \$1,565

Grant Total \$782



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 \$782, executed by Julie and William E. Grimsley III and recorded in Official Record Book 7202 at pages 729-730, 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: Edmund ACP  
Date: 7/3/15



ESCAMBIA COUNTY  
CLERK'S ORIGINAL  
3/18/2014 CAR II-8

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<u>Julie and William E. Grimsley III</u>	<u>1214 Wilson Avenue</u> <u>Pensacola, FL 32507</u>	<u>50-2S-30-5000-019-012</u>

**Total Amount of Lien**

**\$782**

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.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014053368 07:29:2014 at 08:34 AM  
OFF REC BK. 7202 PG. 729 - 730 Doc Type L  
RECORDING: \$18.50

Verified By: *Ottawa*  
Date: 3/20/2014

For Recipient(s):

Julie Grimsley  
Julie Grimsley, Property Owner  
William E. Grimsley III  
William E. Grimsley III, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of February, 2014 by Julie Grimsley, Property Owner. She (☐) is personally known to me or (☒) has produced FDLG652-7230 as identification.

The foregoing instrument was acknowledged before me this 20th day of February, 2014 by William E. Grimsley III, Property Owner. He (☐) is personally known to me or (☒) has produced FDLG652-425-0 as identification.



ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of  
Escambia County**

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

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



Christina Childers  
Deputy Clerk

Date Executed: March 18, 2014

BCC Approved: 03-18-2014

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: Kathleen P. A. A.  
Date: 2/19/14



Before

Barrancas District

1214 Wilson Ave.

**Sanitary Sewer Connection**

Project Total \$1,565

Grant Total \$782



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 \$620, executed by ImSuk Thomas and recorded in Official Record Book 7195 at pages 1665-1666, 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: Kathryn Acker  
Date: 12/3/15

ESCAMBIA COUNTY  
CLERK'S ORIGINAL  
4/29/2014/CAR IF-1A(6)

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014049425 07/14/2014 at 03:45 PM  
OFF REC BK 7195 PG: 1665 - 1666 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)**  
**ImSuk Thomas**

**Address of Property**  
**106 Jamison Street**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-5010-001-021**

**Total Amount of Lien**

**\$620**

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: *D. Harris*

Date: *5/9/2014*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

ImSuk Thomas, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2014 by ImSuk Thomas, Property Owner. She ( ) is personally known to me or ( ) has produced FLDL T520 ... 9680 as identification.

[Signature]  
Signature of Notary Public

Zakkiyyah Osuigwe  
Printed Name of Notary Public

(Notary Seal)



ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

For: **Board of County Commissioners of  
Escambia County**

By: [Signature]  
**Lumon J. May, Chairman**

Date Executed: May 8, 2014

BCC Approved: 04-29-2014

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

[Signature]  
**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: 3/20/14



Barrancas District

106 Jamison St.

**Sanitary Sewer Connection**

Project Total \$1,250

Grant Total \$620



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 \$1,685, executed by Gregory L. Scoville and recorded in Official Record Book 7199 at pages 1035-1036, 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: K. H. Alcorn  
Date: 7/3/15



**Escambia County  
Clerk's Original**

5/15/2014 CAR II-2(5)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name

Gregory L. Scoville

Address of Property

217 Chief's Way  
Pensacola, FL 32507

Property Reference No.

37-2S-30-9000-009-001

**Total Amount of Lien**

**\$1,685**

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: 5/19/2014 Verified By: J. Carraw

For Recipient:

Gregory L. Scoville  
Gregory L. Scoville, Property Owner

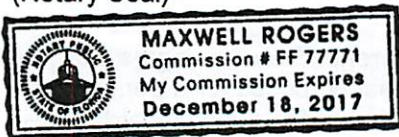
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2014 by Gregory L. Scoville, Property Owner. He ☐ is personally known to me or ☒ has produced FL Drivers Lic as identification.  
5140-292-57-261-0

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: [Signature]  
Lumon J. May, Chairman

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

Date Executed: 5/15/2014

BCC Approved: 5/15/2014



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: 5/15/14





Before

Warrington District

217 Chief's Way

**Install New Windows**

Project Total \$3,370

Grant Total \$1,685



After



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8681**

**County Administrator's Report 11. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Escambia County Residential Rehab Disaster Assistance Grant Program

**Organization:** Community & Environment

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Escambia County Residential Rehab Disaster Assistance Grant Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Escambia County Residential Rehab Disaster Assistance Grant Program (Program):

A. Modify the Program requirements to allow the Community Development Block Grant (CDBG) Program to fund all repairs for income-eligible homeowners and to clarify associated CDBG program requirements; and

B. Authorize the County Administrator or his designee to execute all Program related documents as necessary to implement the Program.

[Funding: Fund 129/CDBG, Cost Centers 370210 and 370217]

### **BACKGROUND:**

The Board approved the Escambia County Residential Rehab Disaster Assistance Grant Program on July 10, 2014 to assist citizens affected by the severe flooding from April 2014 (Exhibit I). The program as approved allowed for Community Development Block Grant (CDBG) funding to be used in whole or in part for applicants at or below 80% Area Median Income (AMI). Eligible clients with incomes at or below 50% AMI would have 100% of eligible repairs covered by CDBG funds, up to \$20,000. Clients between 51% and 80% AMI were required to contribute 25% of the total project funding. The grant application suggests that clients must pay all costs up front (mirroring the CRA Residential Rehab grant), with the County reimbursing the homeowner at project completion.

Eligible applicants in this income range are unable to pay for the repair project up front or contribute the 25% match for owners in the 51-80% AMI range. Additionally, contractors are unwilling to bid on jobs without assurance of full payment for repairs.



Applicants should also be aware that the County will also have to attain compliance with HUD Lead Based Paint (LBP) regulations, which will mandate homeowner participation in the County LBP grant program if any CDBG funding is being utilized. Additionally, applicants receiving CDBG funds must be owner occupants.

Staff recommends that all eligible applicants at or below 80% AMI will be eligible for up to \$20,000 in CDBG funds, with no matching requirements. In order to receive the CDBG Disaster funds, pre-1978 homes will have to be tested for LBP. If any LBP is found, the applicant will have to agree to participate in the LBP abatement program jointly with the CDBG Residential Rehab Disaster Assistance Grant Program. Neighborhood Enterprise Division staff may also need to assess whether a program applicant will need to be temporarily relocated during the program repairs. A Program Application incorporating the suggested revisions is included in Exhibit II.

No changes are recommended regarding applicants above 80% AMI that live in the Barrancas, Brownsville, Cantonment, Englewood, Palafox, or Warrington Community Redevelopment Areas.

**BUDGETARY IMPACT:**

CDBG Residential Rehab Disaster Assistance Grant funds are budgeted in Fund 129/2012 CDBG, Cost Center 370210 (formerly 220403) and 2013 CDBG, Cost Center 370217 (formerly 220452). Modifications to this program do not affect CRA funds.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Not applicable to this recommendation.

**PERSONNEL:**

No impact related to personnel associated with this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Program changes must be approved by the Board. Contractor bids to be paid from CDBG funds will be solicited through advertisement and awarded to the lowest responsive bidder.

**IMPLEMENTATION/COORDINATION:**

Homeowners will apply through the Neighborhood Enterprise Division (NED) to determine program eligibility. NED is working with the Long Term Recovery Group, legal services, and case workers to make outreach to remaining homeowners needing assistance from this disaster.

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**Attachments**

Ex I-Recommendation

Ex II-Revised Application Guidelines

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

AI-6386

County Administrator's Report 11. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/10/2014

Issue: Escambia County Residential Rehab Disaster Assistance Grant Program

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

A handwritten signature in black ink, appearing to be "KW", is written over the "CAO Approval:" label.

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**RECOMMENDATION:**

Recommendation Concerning the Escambia County Residential Rehab Disaster Assistance Grant Program - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Escambia County Residential Rehab Disaster Assistance Grant Program:

A. Approve the Escambia County Residential Rehab Disaster Assistance Grant Program, including specified eligibility requirements, levels of Program assistance, and administrative provisions, as required to implement the Program for the benefit of eligible Escambia County homeowners impacted by the April 30, 2014, flood (FEMA 4177-CR); and

B. Authorize the County Administrator or his designee to execute all Program-related documents as necessary to promptly implement the Program for the benefit of flood survivors.

[Funding: Fund 129/CDBG: 220403 & 220452; Fund 151/CRA: 220515, 220516, 220517, 220519, & 220520]

**BACKGROUND:**

On April 30, 2014 Escambia County was impacted by severe flooding which resulted in a State and Presidential Disaster Declaration, now formally known as FEMA 4177-DR. Over 2,100 residential properties were impacted by the flooding, many with in excess of 12 inches of water in the unit. Due to the unique nature of the flooding event and the locations impacted many homeowners were inadequately insured for damages and/or did not have flood insurance. Though Federal Emergency Management Agency (FEMA) Individual Assistance (IA) was an option for many of the impacted homeowners, cases remain where the assistance provided was inadequate to allow

the owner to make all necessary repairs to the home. Given this scenario, the Escambia County Commission directed staff to devise a plan to assist homeowners with necessary repairs that will enable them to safely return to their homes. The intent is to target health and safety issues as a priority over cosmetic improvements. The Escambia County Residential Rehab Disaster Assistance Grant Program will address this issue by providing assistance to eligible homeowners (survivors) as follows:

Basic Requirements for Eligibility:

Residential Rehab grant funding for property improvements shall apply to the following:

**Location:** Properties in Escambia County are eligible. To receive assistance through the CRA, properties must be located within one of the following County designated redevelopment areas: Barrancas, Brownsville, Englewood, Palafox, Warrington or Cantonment. For properties lying outside CRA areas, all matching funds will be provided through the Neighborhood Enterprise Division (NED).

**Ownership:** Property owner(s), as evidenced by a warranty deed or similar legal proof of ownership, must sign the Grant Program application and any other related documents.

**Income:** There are no income limits for applicants within the CRA. For applicants in areas outside the CRA, household income cannot exceed 80% of median under any circumstance. However those applicants with household incomes below 80% of median who desire the lower owner match requirements cited below must fully verify all sources of income and must meet applicable U. S. Department of Housing and Urban Development (HUD) income limits provided in Exhibit 1 (limits are revised annually) regardless of location.

**Application:** Applications are accepted on a first come, first serve basis. However, preference will be given to first-time applicants (until funds are exhausted).

Homeowner Match (based on household income):

**Household Income *greater than* 80% of Pensacola Area Median:**

50 Percent: Residential Rehab Disaster Assistance Program funding may not exceed 50% of the total cost of the project or \$10,000; whichever is less. The property owner must expend one dollar into the project for every CRA dollar committed to the project. (Example: \$20,000 total project cost = \$10,000 property owner contribution + \$10,000 CRA grant)

**Household Income *between 51% and 80%* of Pensacola Area Median:**

25 Percent: Residential Rehab Disaster Assistance Program funding may not exceed 75% of the total cost of the project or \$15,000; whichever is less. The property owner must expend one dollar into the project for every three CRA/NED dollars committed to the project. (Example: \$20,000 total project cost = \$5,000 property owner contribution + \$15,000 CRA/NED grant)

**Household Income *below 50%* of Pensacola Area Median:**

0 Percent: Residential Rehab Disaster Assistance Program funding provides 100% of the total cost of the project or \$20,000; whichever is less. No owner contribution is required for this income category, however the owner shall be responsible for maintaining the improvements upon completion. (Example: \$20,000 total project cost = \$0 property owner contribution + \$20,000 CRA/NED grant)

CDBG funding in the amount of \$200,000 is available to support costs associated with this Program, however CRA Tax increment Financing (TIF) funds are required to effectively match the CDBG resources. The current reduced CRA/TIF percentage at 34% of total CRA/TIF revenues will not provide adequate funding to support this initiative if the demand for assistance is significant. Therefore, the Board should consider increasing the percentage of TIF revenues allocable to the CRA from the current 34% to at least 50%. This will enable the CRA to meet the matching requirements for this initiative.

**BUDGETARY IMPACT:**

CDBG funds for this Program are currently budgeted in Fund 129/2012 & 2013 CDBG Cost Centers 220403 & 220452 in the amount of \$200,000. Limited CRA funds for this Program are budgeted in Cost Centers 220515, 220516, 220517, 220519, & 220520 as limited by existing Tax Increment Fund (TIF) balances. No County general fund revenue is allocated for this Program.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Program must be approved by the Board prior to awarding assistance to eligible survivors.

**IMPLEMENTATION/COORDINATION:**

With Board approval of the Program, implementation will be jointly managed by the Community Redevelopment Agency and Neighborhood Enterprise Division, including verification of eligibility for assistance. Homeowners applying for and benefiting from this initiative must be the owner, occupant of a residential home in Escambia County damaged as a result of the April 30, 2014 and must meet the applicable income restrictions stipulated in the Program Plan. The Program intent is to provide gap funding to cover the cost of uninsured or under-insured repairs that are not eligible for FEMA assistance within the established funding limitations.

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**Attachments**

**Exhibit I**

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## ESCAMBIA COUNTY

*This program will provide up to a \$20,000 grant to be matched by the property owner as detailed below.*

### Program Intent

The intent of the Residential Rehab Disaster Assistance Grant program is to, within the limitations cited in this policy, help owner occupants of residential property located within the County's designated CRA districts cover the cost of uninsured or underinsured repairs that are not eligible for Federal Emergency Management Agency (FEMA) assistance. Such repairs must be for damages caused by flooding, hurricane or other natural disasters during a local, state or presidentially declared disaster.

### Program Eligibility

Residential Rehab grant funding for property improvements shall apply to the following:

- ❑ **Location:** Properties in Escambia County are eligible. **To receive assistance through the CRA,** Properties must be located within one of the following County designated redevelopment areas: Barrancas, Brownsville, Englewood, Palafox, Warrington or Cantonment. **For properties lying outside CRA areas,** all matching funds will be provided through NED.
- ❑ **Ownership:** Property owner(s), as evidenced by a warranty deed or similar legal proof of ownership, must sign the Grant Program application and any other related documents.
- ❑ **Income:** There are no income limits for applicants within the CRA. For applicants in areas outside the CRA, household income cannot exceed 80% of median under any circumstance. **However those applicants with household incomes below 80% of median** who desire the lower owner match requirements cited below must fully verify all sources of income and must meet applicable HUD income limits provided in Exhibit 1 (limits are revised annually) regardless of location.
- ❑ **Application:** Applications are accepted on a first come, first serve basis. However, preference will be given to first-time applicants.
- ❑ **Design Review:** Grant Application must be approved for appropriateness before any improvements are completed.

### Program Partnerships

Addressing the needs of disaster survivors who are unable to fully repair their flood damaged homes due to lack of adequate insurance coverage or FEMA ineligibility, has and will continue to require the cooperation and support of community based organizations. Depending on the level of demand for disaster related housing repair assistance from eligible homeowners and availability of funds to support the costs associated with such repairs, in addition to the Escambia County CRA and NED, Pensacola Habitat for Humanity, Inc. and Rebuild Northwest Florida, Inc. stand ready to assist in the recovery process by lending their substantial construction expertise to this Program.

## Eligible Improvements

The following list includes **eligible** improvement items (subject to maximum cost limitations cited herein):

- Electrical Rewiring
- Repair interior damage to flooded homes as required to make the home safe and sanitary (repairing flood damage including any building code requirements). To include items such as replacing/repairing: damaged/unsalvageable sheetrock, subflooring, doors, floor level cabinets/vanities, damaged wall or floor insulation, electrical wiring (if required by code due to flooding), HVAC (if rendered inoperable by flooding) to the extent necessary for the owner to live in the home.
- Install new Central Heating & Air Conditioning System (does not allow repair and/or partial replacement)
- Install new Roof
- Install new hurricane rated Storm Shutters
- Replacement Windows and/or hurricane rated Storm Windows
- Sanitary Sewer Connection

## Ineligible Improvements

The following list includes a sample of **ineligible** improvement items:

- Refinancing existing debt
- Non-fixed improvements (repair and/or partial replacement of Central Heating & Air Condition System)
- Owner performed labor (unless the owner is a duly licensed contractor)
- **Improvements constructed prior to execution of the Residential Rehab Disaster Assistance Grant Program funding agreement**

## Residential Rehab Disaster Assistance Program Requirements

**Owner Match (based on household income):**

- **Household Income greater than 80% of Pensacola Area Median:**  
**50 Percent:** Residential Rehab Disaster Assistance Program funding may not exceed 50% of the total cost of the project or \$10,000; whichever is less. The property owner must expend one dollar into the project for every CRA dollar committed to the project. *(Example: \$20,000 total project cost = \$10,000 property owner contribution + \$10,000 CRA grant)*
- **Household Income between 51% and 80% of Pensacola Area Median:**  
**25 Percent:** Residential Rehab Disaster Assistance Program funding may not exceed 75% of the total cost of the project or \$15,000; whichever is less. The property owner must expend one dollar into the project for every three CRA/NED dollars committed to the project. *(Example: \$20,000 total project cost = \$5,000 property owner contribution + \$15,000 CRA/NED grant)*
- **Household Income below 50% of Pensacola Area Median:**  
**0 Percent:** Residential Rehab Disaster Assistance Program funding provides 100% of the total cost of the project or \$20,000; whichever is less. No owner contribution is required for this income category, however the owner shall be responsible for maintaining the improvements upon completion. *(Example: \$20,000 total project cost = \$0 property owner contribution + \$20,000 CRA/NED grant)*



**Lien Requirements:**

- Residential Rehab Disaster Assistance Program funds shall be secured by a lien against the applicant's property. The lien shall be forgiven one year after the date of dispersing funds. CRA/NED will execute the necessary documents to acknowledge satisfaction of the lien provided the following criteria are met.
  1. Funded Improvements are **not**:
    - Altered
    - Modified
    - Removed
    - Demolished
  2. The property is not sold
  3. The property is not converted to rental occupancy
  3. The property is not transferred to another party or parties
  4. Converted to 100% non-residential use
- If any of the above-referred activities should occur within the lien period and without receiving prior CRA/NED approval, the total grant funds will then become due and payable.

**Residential Rehab Disaster Assistance Program Applications**

may be obtained at the CRA office located at

221 Palafox Place, Suite 305  
Pensacola, Florida 32502  
(850) 595-3216 or (850) 595-3499  
website: [www.myescambia.com](http://www.myescambia.com)

or at the NED office located at:

221 Palafox Place, Suite 200  
Pensacola, Florida 32502  
(850) 595-0022  
website: [www.myescambia.com](http://www.myescambia.com)



APPLICATION TO: ESCAMBIA COUNTY  
COMMUNITY & ENVIRONMENT DEPARTMENT  
RESIDENTIAL REHAB DISASTER ASSISTANCE PROGRAM  
221 PALAFOX PLACE  
PENSACOLA, FL 32502

DATE OF APPLICATION: \_\_\_\_\_

ADDRESS OF PROJECT: \_\_\_\_\_  
\_\_\_\_\_

APPLICATION IS HEREBY MADE FOR PROJECT AS DESCRIBED HEREIN:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LEGAL DESCRIPTION:  
\_\_\_\_\_  
\_\_\_\_\_

ATTACH REQUIRED ADDITIONAL INFORMATION:

1. PROOF OF OWNERSHIP (E.G. DEED, ETC.)
2. ANY ADDITIONAL INFORMATION REQUESTED BY THE CRA

NAME & MAILING ADDRESS OF OWNER/APPLICANT:  
(PLEASE PRINT)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE(S) OF PROPERTY OWNER(S)  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

DATE \_\_\_\_\_

For office use only:

DATE & TIME APPLICATION RECEIVED: \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_

ACCEPTED AS COMPLETE: \_\_\_\_\_ PLANS REVIEW: \_\_\_\_\_ APPROVED: \_\_\_\_\_  
DATE INITIAL DATE

### Residential Rehab Grant Review Process

1. Application submit complete grant application packet including the following:
  - Complete application form
  - Legal description of property
  - Proof of property ownership
  - Proof of property insurance
  - Income Verification (required for households with income less than 80% of area median)
  - Original color photographs of existing property conditions
  - Three cost estimates from qualified contractors to include labor and materials for the entire project. (Chosen estimate cannot exceed 10% of lowest bid.)
  - If the owner of the property is a licensed contractor and is qualified to do the work, then two additional cost estimates from qualified contractors will be required.
  - Copy of the chosen contractor's license
2. CRA/NED staff reviews application & the project for completeness and merit.
3. CRA/NED staff prepares the Funding and Lien Agreements for Legal review and approval.
4. CRA/NED staff coordinates with Applicant to obtain signature (s) on the Funding and Lien Agreements.
5. After approval, the property owner is provided with Notification to Proceed (NTP).
6. Upon project completion, Applicant must submit the following:
  - a. Submit a signed off permit from Escambia County Building Inspections
  - b. Submit a copy of the final invoice(s) from contractor(s), and a W-9 from the Contractor
  - c. For Homeowner Matching Funds: Provide proof of payment (copy of cancelled check – front and back), and/or credit card payment receipt with statement
  - d. Provide a completed and signed W9 Tax form
7. Upon project completion, CRA/NED staff will:
  - a. Submit a final rendering of project
  - b. Prepare a certificate of approval memo
  - c. Prepare a voucher for reimbursement or direct payment (as applicable) to Accounts Payable
8. Accounts Payable will issue a check to the property owner for reimbursement of County portion of project cost and/or directly pay the contractor (for homeowners with incomes below 80% of median)
9. After issuance of the reimbursement check or payment to the Contractor, the Clerk of the Court will record the lien against the property in the amount of the County portion of project cost.
10. After one year of continued compliance with the program guidelines and one year from the date of funds dispersal the lien shall be forgiven.



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

COMMUNITY & ENVIRONMENT DEPARTMENT  
221 Palafox Place  
Pensacola, Florida 32502  
Phone: (850) 595-3217  
Fax: (850) 595-3218  
[www.myescambia.com](http://www.myescambia.com)

**RESIDENTIAL REHAB DISASTER ASSISTANCE GRANT PROGRAM  
Memorandum of Understanding**

I, the grantee, understand that work cannot commence on any portion of the Residential Rehab Disaster Assistance Program project prior to receiving approval of the grant funds from the Escambia County Board of County Commissioners. Written notification to proceed will be provided to the grantee by the Community Redevelopment Agency (CRA) or the Neighborhood Enterprise Division (NED).

\_\_\_\_\_  
Grantee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Administrator

\_\_\_\_\_  
Date

## EXHIBIT 1

Income Limits by Household Size

### ESCAMBIA COUNTY 2014 INCOME GUIDELINES

# PERSONS IN FAMILY	50%	80%
1	20,450	32,700
2	23,400	37,400
3	26,300	42,050
4	29,200	46,700
5	31,550	50,450
6	33,900	54,200
7	36,250	57,950
8	38,550	61,650
9	40,880	65,380
10	43,216	69,116



## ESCAMBIA COUNTY RESIDENTIAL REHAB DISASTER ASSISTANCE GRANT PROGRAM

*This program will provide up to a \$20,000 grant to be matched by the property owner as detailed below.*

### Program Intent

The intent of the Residential Rehab Disaster Assistance Grant program is to, within the limitations cited in this policy, help owner occupants of residential property cover the cost of uninsured or underinsured repairs that are not eligible for Federal Emergency Management Agency (FEMA) assistance. Such repairs must be for damages caused by flooding, hurricane or other natural disasters during a local, state or presidentially declared disaster.

### Program Eligibility

Residential Rehab grant funding for property improvements shall apply to the following:

- ❑ **Location:** Properties in Escambia County are eligible. **To receive assistance through the CRA,** Properties must be located within one of the following County designated redevelopment areas: Barrancas, Brownsville, Englewood, Palafox, Warrington or Cantonment.  
**For properties lying outside CRA areas,** all matching funds will be provided through NED.
- ❑ **Ownership:** Property owner(s), as evidenced by a warranty deed or similar legal proof of ownership, must sign the Grant Program application and any other related documents. Applicants applying for assistance through NED, must have homestead exemption on the subject property.
- ❑ **Income:** There are no income limits for applicants within the CRA. For applicants in areas outside the CRA, household income cannot exceed 80% of median under any circumstance. **However those applicants with household incomes below 80% of median** who desire the lower owner match requirements cited below must fully verify all sources of income and must meet applicable HUD income limits provided in Exhibit 1 (limits are revised annually) regardless of location.
- ❑ **Application:** Applications are accepted on a first come, first qualified basis. However, preference will be given to first-time applicants.
- ❑ **Design Review:** Grant Application must be approved for appropriateness before any improvements are completed.

### Eligible Improvements

The following list includes **eligible** improvement items (subject to maximum cost limitations cited herein):

- Electrical Rewiring
- Repair interior damage to flooded homes as required to make the home safe and sanitary (repairing flood damage including any building code requirements). To include items such as replacing/repairing: damaged/unsalvageable sheetrock, subflooring, doors, floor level cabinets/vanities, damaged wall or floor insulation, electrical wiring (if required by code due to flooding), HVAC (if rendered inoperable by flooding) to the extent necessary for the owner to live in the home.



- Install new Central Heating & Air Conditioning System (does not allow repair and/or partial replacement)
- Install new Roof
- Install new hurricane rated Storm Shutters
- Replacement Windows and/or hurricane rated Storm Windows
- Sanitary Sewer Connection

## Ineligible Improvements

The following list includes a sample of **ineligible** improvement items:

- Refinancing existing debt
- Non-fixed improvements (repair and/or partial replacement of Central Heating & Air Condition System)
- Owner performed labor (unless the owner is a duly licensed contractor)
- **Improvements constructed prior to execution of the Residential Rehab Disaster Assistance Grant Program funding agreement**

## Residential Rehab Disaster Assistance Program Requirements

### Owner Match (based on household income):

- **Household Income greater than 80% of Pensacola Area Median:**  
**50 Percent:** Residential Rehab Disaster Assistance Program funding may not exceed 50% of the total cost of the project or \$10,000; whichever is less. The property owner must expend one dollar into the project for every CRA dollar committed to the project. *(Example: \$20,000 total project cost = \$10,000 property owner contribution + \$10,000 CRA grant)*
- **Household Income below 80% of Pensacola Area Median:**  
**0 Percent:** Residential Rehab Disaster Assistance Program funding provides 100% of the total cost of the project or \$20,000; whichever is less. No owner contribution is required for this income category, however the owner shall be responsible for maintaining the improvements upon completion. *(Example: \$20,000 total project cost = \$0 property owner contribution + \$20,000 CNED grant)*

### Lien Requirements:

- Residential Rehab Disaster Assistance Program funds shall be secured by a lien against the applicant's property. The lien shall be forgiven one year after the date of dispersing funds. CRA/NED will execute the necessary documents to acknowledge satisfaction of the lien provided the following criteria are met.

#### 1. Funded Improvements are **not**:

- Altered
- Modified
- Removed
- Demolished

#### 2. The property is not sold

#### 3. The property is not converted to rental occupancy

3. The property is not transferred to another party or parties
  4. Converted to 100% non-residential use
- If any of the above-referred activities should occur within the lien period and without receiving prior CRA/NED approval, the total grant funds will then become due and payable.

**Additional Community Development Block Grant (CDBG) Program Requirements:**

- **LEAD BASED PAINT ABATEMENT:** Pre-1978 properties receiving assistance through CDBG funds will be tested for the presence of lead based paint (LBP). If LBP is found, applicant must agree to jointly participate in the LBP Abatement Program.
- **RELOCATION ASSISTANCE:** Depending on the scope of work (including LBP abatement), homeowners may be required to temporarily move out of a property to be assisted with CDBG funds. NED staff will work with the owner occupant regarding temporary relocation arrangements.

**Residential Rehab Disaster Assistance Program Applications**

may be obtained at the CRA office located at

221 Palafox Place, Suite 305

Pensacola, Florida 32502

(850) 595-3216 or (850) 595-3499

website: [www.myescambia.com](http://www.myescambia.com)

or at the NED office located at:

221 Palafox Place, Suite 200

Pensacola, Florida 32502

(850) 595-0022

website: [www.myescambia.com](http://www.myescambia.com)



APPLICATION TO: ESCAMBIA COUNTY  
NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT  
RESIDENTIAL REHAB DISASTER ASSISTANCE PROGRAM  
221 PALAFOX PLACE  
PENSACOLA, FL 32502

DATE OF APPLICATION: \_\_\_\_\_

ADDRESS OF PROJECT:

\_\_\_\_\_

APPLICATION IS HEREBY MADE FOR PROJECT AS DESCRIBED HEREIN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LEGAL DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACH REQUIRED ADDITIONAL INFORMATION:

1. PROOF OF OWNERSHIP (E.G. DEED, ETC.)
2. ANY ADDITIONAL INFORMATION REQUESTED BY THE CRA OR NED

NAME & MAILING ADDRESS OF OWNER/APPLICANT:  
(PLEASE PRINT)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE(S) OF PROPERTY OWNER(S)**

\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

DATE \_\_\_\_\_

---

For office use only:

DATE & TIME APPLICATION RECEIVED: \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_

ACCEPTED AS COMPLETE: \_\_\_\_\_ PLANS REVIEW: \_\_\_\_\_ APPROVED: \_\_\_\_\_

DATE

INITIAL

DATE

## **Residential Rehab Grant Review Process**

1. Applicant submit complete grant application packet including the following:
  - Complete application form
  - Legal description of property
  - Proof of property ownership
  - Proof of property insurance
  - Income Verification (required for households with income less than 80% of area median)
  - Original color photographs of existing property conditions

FOR CRA FUNDED PROJECTS:

  - Three cost estimates from qualified contractors to include labor and materials for the entire project. (Chosen estimate cannot exceed 10% of lowest bid.)
  - If the owner of the property is a licensed contractor and is qualified to do the work, then two additional cost estimates from qualified contractors will be required.
  - Copy of the chosen contractor's license
2. CRA/NED staff reviews application & the project for completeness and merit.
3. For NED projects, scope of work is prepared with bids solicited. LBP testing is also performed as needed.
4. CRA/NED staff prepares the Funding and Lien Agreements for Legal review and approval.
5. CRA/NED staff coordinates with Applicant to obtain signature (s) on the Funding and Lien Agreements and other program documents.
6. After approval, the property owner (for CRA funded projects) or contractor (for NED funded projects) is provided with Notification to Proceed (NTP).
7. Upon project completion, Applicant must submit the following:
  - a. Submit a signed off permit from Escambia County Building Inspections
  - b. Submit a copy of the final invoice(s) from contractor(s), and a W-9 from the Contractor
  - c. For CRA funded project: Provide proof of payment (copy of cancelled check – front and back), and/or credit card payment receipt with statement
  - d. Provide a completed and signed W9 Tax form
8. Upon project completion, CRA/NED staff will:
  - a. Submit a final rendering of project
  - b. Prepare a certificate of approval memo
  - c. Prepare a voucher for reimbursement or direct payment (as applicable) to Accounts Payable or a receiving report for NED purchase orders
9. Accounts Payable will issue a check to the property owner for reimbursement of County portion of project cost and/or directly pay the contractor (for homeowners with incomes below 80% of median)
10. After issuance of the reimbursement check or payment to the Contractor, the Clerk of the Court will record the lien against the property in the amount of the County portion of project cost.

11. After one year of continued compliance with the program guidelines and one year from the date of funds dispersal the lien shall be forgiven.



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

COMMUNITY & ENVIRONMENT DEPARTMENT  
221 Palafox Place  
Pensacola, Florida 32502  
Phone: (850) 595-3217  
Fax: (850) 595-3218  
[www.myescambia.com](http://www.myescambia.com)

**RESIDENTIAL REHAB DISASTER ASSISTANCE GRANT PROGRAM  
Memorandum of Understanding**

**I, the grantee, understand that work cannot commence on any portion of the Residential Rehab Disaster Assistance Program project prior to receiving approval of the grant funds from the Escambia County Board of County Commissioners. Written notification to proceed will be provided to the grantee by the Community Redevelopment Agency (CRA) or the Neighborhood Enterprise Division (NED).**

\_\_\_\_\_  
Grantee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Administrator

\_\_\_\_\_  
Date



# EXHIBIT 1

## 2015 INCOME LIMITS

# PERSONS IN FAMILY	LOW INCOME (80% OF MEDIAN)
1	\$34,650
2	39,600
3	44,550
4	49,450
5	53,450
6	57,400
7	61,350
8	65,300



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

**AI-8535**

**County Administrator's Report 11. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Change Order 1 to Purchase Order #150016 to Verizon Wireless

**From:** Michael Tidwell, Department Director

**Organization:** Corrections

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Verizon Wireless for Communication Devices for Environmental Code Enforcement - Michael Tidwell, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, in excess of \$50,000, adding funds for communication services for Environmental Code Enforcement for Fiscal Year 2015:

Department:	Corrections
Division:	Environmental Code Enforcement
Type:	Addition
Amount:	\$20,000
Vendor:	Verizon Wireless Services
Purchase Order:	150016
Change Order:	1
Original Award Amount:	\$40,000
Cumulative Amount of Change Orders Through This Change Order:	\$20,000
New Purchase Order Total:	\$60,000

[Funding Source: Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 54101]

**BACKGROUND:**

In November 2014 Environmental Code Enforcement started utilizing GPS tracking systems for each officer employed. This caused an increase to their monthly Verizon Wireless communications bill. The department would like to request a change order in the amount of \$20,000 to cover the fees for this additional equipment. This would bring the total of the PO up to \$60,000. Due to the complicated nature of wireless communication services, a collective interdepartmental effort is currently underway to bid this service utilizing the updated purchasing policies that went into effect in January 2015. This process is being organized by Mike Weaver, Public Safety Department Director. It is anticipated that the procurement process will be complete by the start of Fiscal Year 2016.

**BUDGETARY IMPACT:**

Funding is available in Code Enforcement Fund 103; Code Enforcement Cost Center 290101; Object Code 54101.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

---

**Attachments**

PO150016

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PURCHASE ORDER NO. 150016

**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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220218 FAX: 251-304-0251  
 VERIZON WIRELESS SERVICES  
 DBA VERIZON WIRELESS  
 2114 AIRPORT BLVD, STE 2000  
 PENSACOLA FL 32504

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CORRECTIONS BUREAU  
 ENVIRONMENTAL CODE ENFORCEMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32501  
 ATTN: FRANCES JOHNSON 5954063

ORDER DATE: 10/01/14 BUYER: JOSEPH PILLITARY REQ. NO.: 15000112 REQ. DATE: 10/01/14

TERMS: NET 30 DAYS F.O.B.: DESC.:

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CELLULAR SERVICES-WIRELESS BROAD BAND ACCESS AND EQUIPMENT/SUPPLIES FOR COUNTY ELECTRONICS FOR ENVIRONMENTAL CODE ENFORCEMENT FOR FISCAL YEAR	40000.0000	40,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	40,000.00
01	290101 54101	40,000.00		TOTAL \$	40,000.00

APPROVED BY





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

**AI-8719**

**County Administrator's Report 11. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Change Order 3 to Purchase Order#141346 to Walton County Sheriff's Office

**From:** Michael Tidwell, Department Director

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Change Order to Walton County Sheriff's Office for Inmate Housing for the Escambia County Jail in Excess of \$50,000 - Michael Tidwell, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 3, in excess of \$50,000, adding funds for inmate housing in Walton County for Escambia County Jail inmates:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$1,640,000
Vendor:	Walton County Sheriff's Office
Purchase Order:	141346
Change Order:	3
Original Award Amount:	\$1,368,750
Cumulative Amount of Change Orders Through This Change Order:	\$1,640,000
New Purchase Order Total:	\$3,008,750

[Funding Source: 501, Internal Service Fund, Cost Center 140836, Object Code 53401]

**BACKGROUND:**

In April of 2014 historic flooding and a subsequent explosion left the Escambia County Jail's Central Booking and Detention Facility unusable. Since the Escambia County Main Jail did not possess the capacity needed to house all of the inmates that were in custody, a Memorandum of Agreement between Escambia County and the Walton County Sheriff's Office was entered into for the housing of inmates. The Corrections Department would like to request a change order in the amount of \$1,640,000 to cover the fees related to housing inmates in Walton County for a period of 12 months. Although the expenditures for this housing total \$1,813,912.70 for the most recent 12 month period, the average monthly cost has increased over the last 6 months due to a rising inmate population. With a most recent 6 month average housing cost of \$137,000 per month it is anticipated that the additional requested funding will be necessary to provide for the coming 12 month period pending the construction of a temporary housing facility.

**BUDGETARY IMPACT:**

Funding is available in Internal Service Fund 501; Building Cost Center 140836; Object Code 53401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

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**Attachments**

Memorandum of Agreement with Walton County Sheriff's Office  
PO141346

---



8/21/2014 CAR II-9 ALI)

**MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY  
AND THE WALTON COUNTY SHERIFF'S OFFICE FOR THE  
TEMPORARY HOUSING OF INMATES**

This Memorandum of Agreement is made and entered into this 1<sup>st</sup> day of May, 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 April 29, 2014, Escambia County, Florida, experienced an unprecedented and unanticipated rainfall event, which flooded portions of the Escambia County Jail and the Central Booking and Detention Center (CBD), and on April 30, 2014, an explosion occurred in the CBD resulting in the evacuation and relocation of all inmates housed in the facility; and

**WHEREAS**, the parties hereto desire to enter into this agreement setting forth the terms whereby Escambia County may temporarily house inmates at the Walton County Jail in Walton County; and

**WHEREAS**, it is in the best interest of the public that Escambia County and WCSO enter into this agreement for the purpose of establishing the terms whereby inmates of Escambia County may be temporarily housed at the Walton County Jail.

**NOW THEREFORE**, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

**Section 1. Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

**Section 2. Term and Termination.**

This Agreement shall commence on May 1, 2014, and remain in full force and effect until terminated as provided herein. This Agreement may be terminated by either party upon providing thirty (30) days written notice to the non-terminating party.

**Section 3. Responsibilities of the Parties.**

1. WCSO shall provide temporary housing for Escambia County inmates at the Walton County Jail located at 752 Triple G Road, Defuniak Springs, Florida (hereinafter referred to as the "Facility") as specifically provided herein.

Date: 8/27/2014 Verified By: J. Carver

2. WCSO shall be responsible for the provision of perimeter security at the Facility at all times.
3. WCSO shall provide security staffing as required to supervise all Escambia County inmates housed at the Facility.
4. Escambia County shall be responsible for transporting all Escambia County inmates housed at the Facility.
5. WCSO shall provide food service (3 meals a day), laundry service, sanitation, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene items to Escambia County inmates at a per diem rate of \$46.90 per inmate. This daily rate includes the specific items described hereinabove and any and all administrative costs directly related to the housing of inmates pursuant to this agreement.
6. Escambia County shall reimburse WCSO for the provision of food service (3 meals a day), laundry service, sanitation, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene items for Escambia County inmates at a per diem rate of \$46.90 per inmate. This daily rate includes the specific items described hereinabove and any and all administrative costs directly related to the housing of inmates pursuant to this agreement.
7. Additional medical care and all prescription medications shall be billed to Escambia County by the relevant provider(s) on a fee for services basis.
8. WCSO shall submit invoices to Escambia County on a monthly basis. Invoices shall reflect the total per diem rate due and owing per inmate with appropriate supporting documentation.

#### **Section 4. Miscellaneous Provisions.**

Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

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.

Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

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.

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.

Interpretation.

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

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.

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

Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Escambia County:  
County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

Walton County Sheriff's Office:  
County Sheriff  
Walton County  
752 Triple G Road  
Defuniak Springs, Florida 32433

Prior Agreements Superseded.

This documents incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

**Governing Law.** The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**No Waiver.** The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**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:

Date:

Shual ACH  
7/14/14

**Escambia County, Florida, Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By:

Lumon J. May  
Lumon J. May, Chairman

Date:

8/21/2014

BCC Approved:

08-21-2014

**Walton County Sheriff's Office**

By: Napier Brown Schuff  
Michael A. Adkinson, Jr., Sheriff

Date:

7/9/14

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

By:

Deborah Carow  
Deputy Clerk



Witness

R. A. Barker  
Witness

1/22/2015 CAE II-13

**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 22nd day of January, 2015 (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 75296 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.

Date: 1/24/2015 Verified By: *A. Carver*

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

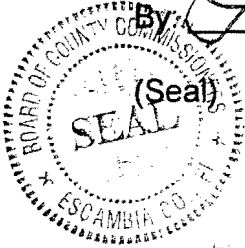
Approved as to form and legal sufficiency.

By/Title: [Signature]

Date: 12/23/14

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk



[Signature]  
Witness

Nicole Stanczy  
Witness

**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: [Signature]  
Steven Barry, Chairman

Date: 1/22/2015

BCC Approved: 01-22-2015

**Walton County Sheriff's Office**

By: [Signature] / For  
Michael A. Adkinson, Jr., Sheriff

Date: 12/9/14



PURCHASE ORDER NO. 141346-2

CHANGE DATE: 06/13/14

## 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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WALTON COUNTY SHERIFF'S OFFICE  
752 TRIPLE G ROAD  
DEFUNIAK SPRINGS FL 32433

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ESCAMBIA COUNTY JAIL  
SEE BELOW:

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ATTN: WHTINEY LUCAS 595-3114

ORDER DATE: 05/20/14	BUYER: JOSEPH PILLITARY	REQ. NO.: 14001541	REQ. DATE: 05/20/14
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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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01	.00	LOT	CO#2 Admin CO EMERGENCY PURCHASE ORDER TO PROVIDE FOR LODGING FOR INMATES DUE TO THE FLOODING AND SUBSEQUENT DISPLACEMENT AT ESC. CO. JAIL CENTRAL BOOKING AND DETENTION FACILITY RELATED TO DISASTER APRIL 29	.0000	.00
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ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	.00
01	140836	53401	1,368,750.00		TOTAL \$	.00
01	330491	53401	-1,368,750.00			

APPROVED BY





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8721**

**County Administrator's Report 11. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Change Order 1 to Purchase Order 150149 to Lawrence E. Mobley, III, MD, PA

**From:** Michael Tidwell, Department Director

**Organization:** Corrections

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Lawrence E. Mobley, III, MD, PA, for Psychiatric Services Rendered to Escambia County Jail Inmates - Michael Tidwell, Correction Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, bringing the total expenditure in excess of \$50,000, adding funds for psychiatric services for Escambia County Jail inmates for Fiscal Year 2015:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$35,000
Vendor:	Lawrence E. Mobley, III, MD, PA
Purchase Order:	150149
Change Order:	1
Original Award Amount:	\$184,000
Cumulative Amount of Change Orders Through This Change Order:	\$35,000
New Purchase Order Total:	\$219,000

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

### **BACKGROUND:**

Pursuant to Dr. Mobley's agreement with Escambia County, he provides services as a psychiatrist at the Escambia County Jail on an as needed basis with a set compensation rate per session. Due to an increase in the number of sessions with inmates at the Escambia County Jail, additional funds are being requested in order to remit payment to Dr. Mobley for the needed services through the end of fiscal year 2015.

**BUDGETARY IMPACT:**

Funding is available in General Fund 001; Inmate Medical Cost Center 290402; Object Code 53101.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

---

**Attachments**

PO150149

Agreement between Escambia County and Dr. Lawrence Edward Mobley, M.D.

---

PURCHASE ORDER NO. 150149


**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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[ 134158  
 LAWRENCE E MOBLEY III MD PA  
 5705 AVENIDA MARINA  
 PENSACOLA FL 32504 ]

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[ ESCAMBIA COUNTY JAIL  
 MAIN JAIL  
 2935 NORTH "L" STREET  
 PENSACOLA, FLORIDA 32501  
 ATTN: WHITNEY LUCAS 417-4479 ]

ORDER DATE: 10/03/14		BUYER: JOSEPH PILLITARY		REQ. NO.: 15000294		REQ. DATE: 10/02/14	
TERMS: NET 30 DAYS		F.O.B.:		DESC.:			
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION		
01	1.00	LOT	PURCHASE ORDER TO PROVIDE FOR SERVICES AS A PSYCHIATRIST AT ESCAMBIA COUNTY JAIL FOR FISCAL YEAR 10/1/2014-09/30/2015	184000.0000	184,000.00		
				PAGE TOTAL \$		184,000.00	
				TOTAL \$		184,000.00	
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE			
01	290402	53101	184,000.00				

APPROVED BY



# GENERAL TERMS AND CONDITIONS

- 1. ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.
- 2. DELIVERIES - INSPECTION AND ACCEPTANCE** - Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.
- 3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS** - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any, if the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to \$100 in value without compensating the interests herein. Quantities in excess of \$100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
- 4. DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option within ten (10) days of the date of such failure shall be deemed a waiver with respect of future deliveries, if any.
- 5. DELIVERY TICKETS** - All shipments under this agreement shall be accompanied with delivery tickets or sales slips, in triplicate, which shall contain the following minimum information:
1. Name of supplier
  2. Purchase Order
  3. Date of call
  4. Call number
  5. Itemized list of supplies or services furnished
  6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when comparable with the use of automated systems provided that the invoice is itemized to show this information) and
  7. Date of delivery or shipment
- Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
- 6. INSPECTION, ACCEPTANCE AND TITLE** - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to materials shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damaged claims. However, to assist in the expeditious handling of damaged claims, the Contractor will:
1. Report any instance of visible damage on all copies of the delivering carrier bill of lading
  2. Report damage (visible and concealed) to the carrier and contract supplier, confirm a carrier report, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise
  3. Retain the carrier and its shipping container, including inner packing material until inspection is performed by the carrier, and a decision given by the contract supplier
  4. Receive the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report
- 7. GOVERNMENT REGULATIONS** - Contractor warrants that all applicable laws and regulations of governmental authority covering the production, use and delivery of materials specified herein have been complied with and shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
- 8. TAXES** - Counties are exempt from Federal taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges do not pay tax as the County will not reimburse you for the tax so paid. Counties are exempt from State Sales Tax.
- 9. WARRANTIES** - In addition to all warranties established by statute or common law, or set forth elsewhere in this order, Contractor expressly warrants that all materials or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the County and shall be of best quality and fit and sufficient for the purpose for which purchased, if revealed herein, merchantable, of good material and workmanship, and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects of design, workmanship and materials, which may become apparent within twelve months of receipt by County unless otherwise specified.
- 10. PATENTS** - Contractor shall protect and indemnify County against all claims, judgments and expenses arising from infringement or alleged infringement of any United States patent by any of the goods covered hereunder. Contractor shall defend or settle all such claims, any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of suit, proceeding and is given authority, information and assistance by the County for the defense of settlement thereof.
- 11. INSTALLATION** - If this order required the services of Contractor's experts or employees on County premises such experts or employees shall not thereby be deemed to be agents or employees of the County. Such persons shall be subject to County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from any claims arising therefrom and to accept or assume liability for payment of any damages imposed upon the employees or Contractor's undertakes to cover the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Contractor's obligation hereunder. If Contractor furnishes material and services for construction and improvement for a lump sum amount, Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County whether such a charge basis in connection with this order.
- 12. NON-DISCLOSURE** - Without prior written consent of the County in each instance, Contractor shall not reveal to a third party the details, characteristics or any information, information materials made to the special order of County or use reproductions thereof in any promotional media or reveal that County is purchasing the materials ordered hereunder.
- 13. CONDITION FOR ASSIGNMENT** - This contract or purchase order shall not be assigned in full or part without consent of the County. Such consent shall relieve Contractor from obligations and liabilities.
- 14. CHANGES** - The Purchasing Manager may at any time, by written order, and without notice to the supplier, make changes within the general scope of the contract, in (a) drawings, designs, or specifications, where the supplier to be furnished are to be specially manufactured for the County in accordance therewith, (b) method of shipping or packing and (c) place of delivery if any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether charges or not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claim, provided prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- 15. Supplies are of domestic origin unless indicated by contract supplier.**
- 16. INVOICING AND PAYMENT** - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.
- INTEREST PENALTIES** - Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

- 17. DISCOUNTS** - On any discounts, time will be computed from date of delivery of the supplies or from date correct invoices is received, whichever is the later date.
- 18. PROTEST** - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager, then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.
- 19. CONVICT LABOR** - In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 93-176, September 10, 1975 (19 USC 8622) and Executive Order 11255, December 28, 1972.
- 20. COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that in connection with this contract, he has not employed or retained, or agreed to employ or retain, or secured this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting such employment or retention by established commercial or selling agencies, as maintained by the Contractor for the purpose of securing business. For breach of this warranty, the County shall have the right to amend this contract without liability or deduction to be deducted from the contract price or cost, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 21. CONTINGENCIES** - Neither party shall be liable for delays or default due to acts of God, government authority, or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries. The remedy for the event of such prevention or restriction. All supplies or services delivered under this contract shall be made or refuse thereof to the extent, upon cessation of such contingency, even though such might have been anticipated at the time of this contract.
- 22. GRATUITIES** - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found alternative and unfairly by the Board of County Commissioners duly authorized representative, the gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract provided that the gratuities of the facts upon which the Board of County Commissioners or their duly authorized representative make such finding shall be in issue and that be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount as determined by the Board of County Commissioners or their duly authorized representative which shall be not less than three times more than ten times the costs incurred by the Contractor in providing such gratuities to such officer or employee. (c) The rights and remedies of the County in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law under this contract.
- 23. TERMINATION FOR DEFAULT** - The Purchasing Manager by written notice may terminate this contract in whole or in part, for failure of the Contractor to perform in accordance with the contract, such event the Contractor shall be liable for damages, including the expenses cost of procuring replacement or completed, provided that if, in the event of a breach of contract, the Contractor was not in default or if the Contractor's failure to perform is a result of a force majeure, the contract, in whole or in part, may be terminated, the terms of such termination shall be determined by the Board of County Commissioners or their duly authorized representative. The termination of this contract shall be subject to the terms of paragraph 24. All used in this contract for the term "Contractor" and "Supplier" shall mean the supplier of Contractor's labor only.
- 24. TERMINATIONS FOR CONVENIENCE** - The Purchasing Manager by written notice may terminate this contract in whole or in part, without cause, at any time in the interest of the County. If the contract is terminated, the Contractor shall be liable for damages, including the expenses cost of procuring replacement or completed, provided that if, in the event of a breach of contract, the Contractor was not in default or if the Contractor's failure to perform is a result of a force majeure, the contract, in whole or in part, may be terminated, the terms of such termination shall be determined by the Board of County Commissioners or their duly authorized representative. The termination of this contract shall be subject to the terms of paragraph 24. All used in this contract for the term "Contractor" and "Supplier" shall mean the supplier of Contractor's labor only.
- 25. ASSIGNMENT OF CLAIMS** - Claims for money due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 USC 3701-3707). However, payments to an assignee of an interest under this contract shall not be the extent provided in this contract as amended, but subject to the terms of this contract (See Clause 10).
- 26. EXTENT OF OBLIGATION** - The County is obligated to pay the Contractor for work performed under this contract only to the extent of authorized calls actually placed against the agreement.
- 27. PRICING** - The Prices in the Contract or purchase order shall be subject to adjustment in the event of a change in the cost of the materials and services supplied in addition to any adjustments.

## NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

- During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment on basis race, color, sex, religion, or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, training, recruitment, retention, compensation, discharge, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor, under setting forth the provisions of this non-discrimination clause.
  2. The contractor will not solicit or accept employment from any individual on basis of race, color, sex, religion, or national origin. The contractor will state that all qualified persons will receive consideration for employment without regard to race, color, sex, religion, or national origin.
  3. The contractor will send to each laborer or representative of workers who may be hired a collective bargaining agreement of other contract of understanding, which to be provided to the agency contracting with him, advising the labor union or workers representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965, and the rules, regulations, and instructions of the Secretary of Labor.
  5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the administering agency, and assist the Secretary of Labor or his representative, and his agent, in access to his books, records, and accounts of the contracting agency, and the Secretary of Labor for purposes of supervising for contractor compliance with such laws, regulations, and orders.
  6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
  7. The contractor will include the provisions of paragraphs (1) through (7), in every contract, sub contract or purchase order or any other contract or order of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.



150149

ESCAMBIA COUNTY  
CLERK'S ORIGINAL  
9/5/2013/CAR II-ISA (4)

2013-000828 BCC  
Sept. 5, 2013 Page 11

### AGREEMENT FOR PSYCHIATRIC SERVICES

THIS AGREEMENT is made this 17<sup>th</sup> day of August, 2013, 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 Lawrence Edward Mobley, M.D. (hereinafter referred to as "Contractor").

### WITNESSETH:

WHEREAS, the County desires to retain the services of the Contractor as a Psychiatrist for the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

WHEREAS, Contractor is qualified to render such services; and

WHEREAS, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services as a psychiatrist at the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis. Contractor affirms he is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Medicine.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$60.00 for each patient session per month. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.
5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make

Verified By: *Attorney*  
Date: 9/10/2013



its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

6. **Termination.** Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. 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 and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

8. **Insurance.** During the term of this Agreement, County shall include Contractor as an insured under the County's general liability and group medical malpractice insurance policies for services rendered pursuant to this agreement.

9. **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.

10. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. **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.

12. **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.

13. **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.

14. 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.

15. 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.

16. 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.

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: Kathleen A. C.

Date: 8/26/13

Susan Hendrix

WITNESS

James M. ...

WITNESS

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: George Touart

George Touart, Interim County Administrator

Date: 9-6-13

CONTRACTOR:

By: Lawrence Edward Mobley, M.D.

Lawrence Edward Mobley, M.D.

Date: 8/12/2013

Witness: [Signature]

Witness: [Signature]

**RESUME OF THE REGULAR BCC MEETING – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

- ✓ 43. **Recommendation:** That the Board approve, for the Fiscal Year 2014-2015, the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as follows, for the various Divisions of the Corrections Department:

**Approved 5-0**

44. **Recommendation:** That the Board approve, and authorize the Chairman to sign, the Addendum to Service Agreement between Kimble's Commissary Services and Escambia County to provide commissary services for the Road Prison Division, Proposal #PD 13-14.044, based on the Board's action on Thursday, June 26, 2014 (Funding: Fund 175, Inmate Trust Fund, Cost Center 290205, Object Code 55201).

**Approved 5-0**

45. **Recommendation:** That the Board approve, and authorize the Chairman to sign, the Agreement for Payment in Lieu of Taxes by and among Escambia County Board of County Commissioners and Sacred Heart Health System, Inc., in the amount of \$800,000, which will allow Sacred Heart to make voluntary payments in lieu of taxes to Escambia County.

**Approved 5-0**

**For Information:** Commissioner May disclosed that he serves on the Sacred Heart Hospital Board.

46. **Recommendation:** That the Board take the following action concerning the Workers' Compensation Insurance renewal (Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501):

- A. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2014, through September 30, 2015, in the amount of \$1,144,006, with a decrease of \$20,907 from last year; and

(Continued on Page 52)



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

**AI-6837**

**County Administrator's Report**  
**Budget & Finance Consent**

**BCC Regular Meeting**

**Meeting Date:** 09/25/2014

**Issue:** Approval to Issue Fiscal Year 2014-2015 Purchase Orders in Excess of

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

**Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2014-2015 for Various Divisions of the Corrections Department- Gordon C. Pike, Corrections Department Director**

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

**BACKGROUND:**

Issuance of these Purchase Orders is necessary to ensure continuity of mission critical services provided by the Corrections Department, whose functions include Law Enforcement related activities. These allocations are included in the Fiscal Year 2013-2014 Budget.

**BUDGETARY IMPACT:**

Funding: Fund 175, Care and Custody, Cost Center 290202; Fund 175, Care and Custody, Cost Center 290205; Fund 001, Detention, Cost Center 290401; Fund 114, Community Confinement, Cost Center 290303; Fund 114, Work Release, Cost Center 290305.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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## Attachments

PQ's Over 50k 2014-2015

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**Escambia County Road Prison Division:**

Vendor	Amount	Cost Center/ Object Code	Contract #
Merchants Food	\$100,000.00	290202/55201	PD 13-14.056
Sysco Food	\$60,000.00	290202/55201	PD 13-14.056
Kimbles Food By Design	\$150,000.00	290205/55201	PD 13-14.044

**Escambia County Corrections (Jail) Division:**

Vendor	Amount	Cost Center/ Object Code	Contract #
Trinity Services	\$1,000,000.00	290401/53401	Agreement BCC Approved 07/25/2013
Azar's Uniforms	\$75,000.00	290401/55201	PD 13-14.048
Charles Neely Corp DBA PR Chemical	\$75,000.00	290401/55201	PD 13-14.046
Bob Barker Co.	\$70,000.00	290406/55201	PD 13-14.046
Bobbie Graves Co.	\$60,000.00	290406/55201	PD13-14.046
Chris W. Jones (Dentist)	\$78,000.00	290402/53101	Agreement BCC Approved 09/05/2013
George A. Smith (Physician)	\$84,000.00	290402/53101	Agreement BCC Approved 09/16/2013
Kurt D. Jones (OBGYN)	\$72,000.00	290402/53101	Agreement BCC Approved 09/16/2013
Lawrence E. Mobley	\$184,000.00	290402/53101	Agreement BCC Approved 09/05/2013
Sacred Heart Hospital- Lab Testing	\$83,000.00	290402/53101	Exempt
Sacred Heart Hospital-In Patient	\$300,000.00	290402/53101	Exempt
Escambia County EMS	\$60,000.00	290402/53101	Exempt
Henry Schein (Medical Supplies)	\$80,000.00	290402/55201	State Contract: 475-000-11-1
Diamond Drug	\$775,000.00	290402/55201	Exempt

**Escambia County Community Corrections Division:**

Vendor	Amount	Cost Center/ Object Code	Contract #
3M Electronic Monitoring Inc.	\$150,000.00	290301/53401	State Contract: S7000C02122
Securitas Security Services USA	\$100,000.00	290305/53401	PD 10-11.043
Drug Free Workplaces Inc.	\$75,000.00	290301/53101 290306/53101 290307/53101	PD 11-12.002
Trinity Services Group, Inc.	\$100,000.00	290305/53401	Agreement BCC Approved 07/25/2013



134158

Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b>EFT</b> Request for Taxpayer Identification Number and Certification	Give Form to the requestor. Do not send to the IRS.
Name (as shown on your income tax return) <b>Lawrence E. Mobley, III</b>		✓
Business name/disregarded entity name, if different from above <b>Lawrence E. Mobley III, M.D., P.A.</b>		✓
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <b>_____</b> <input type="checkbox"/> Other (see instructions) <b>_____</b>		Exemptions (see instructions):  Exempt payee code (if any) <b>_____</b> Exemption from FATCA reporting code (if any) <b>_____</b>
Address (number, street, and apt. or suite no.) <b>5705 Avenida Marina</b>		Requester's name and address (optional)
City, state, and ZIP code <b>Pensacola, FL 32504</b>		
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

55 - 0830611

<b>Part II</b>	<b>Certification</b>
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign  
Here**

Signature of  
U.S. person \_\_\_\_\_

*Lawrence* *W. J.* III

Date: 9/9/2014

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on [irs.gov](http://irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made in an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct for you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1440 on any foreign partner's share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1440 require a partnership to presume that a partner is a foreign person, and pay the section 1440 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.

updated  
9/10/14

595-2008

**VENDOR/PAYEE**  
**TAXPAYER'S IDENTIFICATION NUMBER/ENTITY TYPE**

The Internal Revenue Service (IRS) codes require us to have the Taxpayer's Identification Number on file for vendors/payees receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal Income Tax Law, you are subject to certain penalties if you do not provide us with your correct Social Security Number (SSN) or Employer Identification Number (EIN). For assistance in determining proper name and number to report, refer to the IRS for W-9.

**IMPORTANT: THIS COMPLETED FORM MUST BE RETURNED WITHIN 10 DAYS TO:**

ESCAMBIA COUNTY CLERK OF CIRCUIT COURT  
ACCOUNTS PAYABLE  
221 PALAFOX PLACE SUITE 140  
PENSACOLA, FL 32502

1. IF YOU ARE AN INDIVIDUAL OR NONCORPORATE COMPANY, PLEASE PRINT THE FOLLOWING INFORMATION:

Company/Individual's

Name \_\_\_\_\_

Address (for mailing payments) \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

EIN/SSN \_\_\_\_\_

Authorized Signature/Title \_\_\_\_\_

Date \_\_\_\_\_ E-mail Address \_\_\_\_\_

2. IF YOUR COMPANY IS INCORPORATED, PLEASE PRINT THE FOLLOWING INFORMATION:

Lawrence E. Mobley, III, M.D. P.A. does operate in corporate form.  
(Corporate Name)

Address (for mailing payments) \_\_\_\_\_

Street/P.O. Box 5705 Avenida Marina St ✓

City/State/Zip Pensacola FL 32504 ✓

Telephone 850 412-8818 ✓ Fax \_\_\_\_\_

EIN/SSN 55-0830611

Authorized Signature/Title Lawrence E. Mobley, III, M.D.

Date 9/9/2014 E-mail Address thelonerazackback@aol.com

**AGREEMENT FOR PSYCHIATRIC SERVICES**

**THIS AGREEMENT** is made this 12<sup>th</sup> day of August, 2013, 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 Lawrence Edward Mobley, M.D. (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County desires to retain the services of the Contractor as a Psychiatrist for the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services as a psychiatrist at the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis. Contractor affirms he is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Medicine.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$60.00 for each patient session per month. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.
5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make

its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. 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 and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

8. Insurance. During the term of this Agreement, County shall include Contractor as an insured under the County's general liability and group medical malpractice insurance policies for services rendered pursuant to this agreement.

9. 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.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

**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:

Susan Hendrix

**WITNESS**

John M. Mautner

**WITNESS**

**COUNTY:**

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

By:

George Touart, Interim County Administrator

Date:

9-6-13

**CONTRACTOR:**

By:

Lawrence Edward Mobley, M.D.

Lawrence Edward Mobley, M.D.

Witness:

Witness:

Date:

8/12/2013



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8628**

**County Administrator's Report 11. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Approval of Updated Agreement with Northwest Florida Legal Services

**From:** Michael Tidwell, Department Director

**Organization:** Corrections

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Agreement Relating to Civil Legal Services for Inmates at the Escambia County Jail with Northwest Florida Legal Services, Inc. - Michael Tidwell, Corrections Department Director

That the Board take the following action concerning an Agreement relating to Civil Legal Services for inmates at the Escambia County Jail, between Escambia County and Northwest Florida Legal Services, Inc:

- A. Approve the Agreement Relating to Civil Legal Services; and
- B. Authorize the County Administrator to sign the Agreement.

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

#### **BACKGROUND:**

As a result of the historic flooding in April 2014 and the related incident involving the Escambia County Jail's Central Booking and Detention Facility the Escambia County Jail has been forced to house a number of the inmates within their custody at other facilities both in and out of the county. A number of agreements with various vendors for inmate services specifically referenced Escambia County Main Jail and Escambia County Central Booking and Detention Facility as the location for services rendered. Since a growing number of Escambia County Jail inmates are being housed both out of county and within the confines of the Escambia County Road Prison it was determined that an updated agreement would need to be drafted for certain vendors. Northwest Florida Legal Services, Inc. is one of those vendors. Initially the intent of this revised agreement was to outline the additional areas to which Northwest Florida Legal Services, Inc. would need to provide services to Escambia County Jail inmates. During the discussion process with Northwest Florida Legal Services, Inc. it was determined, by Corrections Administration, that the fees being incurred for power of attorney documentation being drafted but not executed due to inmate release needed to cease. It



was also determined that the cap of \$45.00 relating to other civil legal services was too high and should be lowered to a max of \$20.00 per inmate per additional civil legal matter. The necessary changes have been made and approval of the updated agreement is being requested.

**BUDGETARY IMPACT:**

Funding is available in Detention/Jail Commissary Fund 111; Detention/Jail Commissary Cost Center 290406; Object Code 53101.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement was prepared by Assistant County Attorney, Kristin D. Hual.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

The Escambia County Jail staff will be responsible for the implementation and the coordination of this agreement.

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**Attachments**

Northwest FL Legal Services Revised Agreement

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## **AGREEMENT RELATING TO CIVIL LEGAL SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Northwest Florida Legal Services, Inc., a Florida not-for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is 701 South J Street, Pensacola, Florida 32502.

### **WITNESSETH:**

**WHEREAS**, the County is responsible for the operation of the Escambia County Correctional System, to include the Main Jail Facility and work release, the temporary facility for female inmates at the Road Camp in Cantonment; and

**WHEREAS**, the County desires to provide civil legal assistance for inmates in the Main Jail Facility (hereinafter referred to as "Facilities") and work release, the temporary facility for female inmates at the Road Camp in Cantonment, Escambia County inmates housed in the Santa Rosa County jail; and

**WHEREAS**, on September 5, 2013, the parties previously entered into an agreement relating to civil legal services and have agreed to revise certain terms and conditions as specified herein; and

**WHEREAS**, this Agreement is intended to supersede in its entirety the prior agreement between the County and Contractor, dated September 5, 2013.

**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 with the option to renew for two (2) additional one (1) year terms. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. **Contractor's Scope of Services**. Contractor agrees to prepare and execute power of attorney (POA) documents and provide additional civil legal services for inmates housed in the Main Jail Facility and work release, the temporary facility for inmates at the Road Camp in Cantonment, and the south wing of the Road Camp (Referred to as CMS).

For POA matters, Contractor shall utilize a legal assistant to interview inmates, open a file, draft documents, and conduct billing. An attorney shall review each file, drafted documents, and all billing. Cost for preparation of POA documents for inmates will not exceed one (1) hour of work to be performed by a legal assistant billed at a rate of \$25.00 per hour and one half (.5) hour of billable attorney time to be billed at a rate of \$32.50 per half hour. All work performed on a POA matter shall not exceed a total of

**\$57.50.** Any matter that required extensive work in excess of the agreed maximum rate shall require prior authorization.

For civil legal matters, Contractor shall utilize a legal assistant to interview inmates, open a file, draft documents, and conduct billing. An attorney shall review each file, prepare the appropriate response, and review all billing. All work performed on a matter involving additional civil legal services shall not exceed a total of \$20.00. Any matter that requires extensive work in excess of the agreed maximum rate shall require prior authorization. If an inmate has been released or transferred prior to delivery of their POA, Contractor will not bill for that case.

4. **Annual Compensation.** In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a maximum rate of \$35,000.00 per year.
5. **Facilities and Equipment.** It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement.
6. **Access.** Contractor shall coordinate visits to the facilities with the Jail Program Director. Contractor may be provided access to locked locations within the facilities upon approval by the Security Manager.
7. **Method of Billing.** Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best effort to render payment within thirty (30) days of receipt and approval of Contractor's invoice.
8. **Termination.** This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice.
9. **Indemnification.** The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of the Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on

behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all such claims arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. 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. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.
11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Northwest Florida Legal Services, Inc.  
Attention: W. Douglas White  
701 South J Street  
Pensacola, Florida 32502

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32520

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.
13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its' surety, if any, seven (7) days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.
15. Compliance With Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the rules and regulations of the Federal Communications Commission and the Florida Public Service Commission.
16. Confidentiality. To the extent permitted by law, the Contractor shall not use, disclose or disseminate to any person, firm, corporation or entity any confidential information related to the Escambia County Correctional System including, but not limited to, security system plans, building plans, computer systems, criminal intelligence information, and criminal investigative information. Contractor acknowledges that a breach of this provision will cause irreparable injury to the County for which County shall be entitled to temporary and permanent injunctive relief. This provision shall remain in full force and effect and enforceable even after the expiration or termination of this agreement.
17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
19. Annual Appropriation. Pursuant to the requirements of the Florida law and Article II of Chapter 46, Escambia County Code or Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Witness: \_\_\_\_\_

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

Jack R. Brown, County Administrator

Witness: \_\_\_\_\_

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

CONTRACTOR:  
NORTHWEST FLORIDA LEGAL  
SERVICES, INC.

By: W. Douglas White

W. Douglas White

Date: 7/23/15

ATTEST:

By: [Signature]

Corporate Secretary

Date: 7/23/15

Approved as to form and legal  
sufficiency.

By/Title: K. [Signature]

Date: 7/23/15







## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8708**

**County Administrator's Report 11. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service

**From:** David Wheeler, Department Director

**Organization:** Facilities Management

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service:

A. Approve the Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1350 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. to be determined); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

#### **BACKGROUND:**

Pensacola Energy is offering this interruptible gas service rate contract for the Main Jail, Sheriff Administration Building, Sheriff Special Investigation/Evidence Storage Building, Old Sheriff's Garage, the M. C. Blanchard Judicial Building and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings, and is also based on the County's ability to utilize its propane-air backup systems. Pensacola Energy purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers, while the balance of their gas is purchased on the daily market and is subject to some price volatility.

The Ordinance No. on the Recommendation is currently showing "to be determined".

The Almost Firm Service, Ordinance will be presented to the City Council for approval on August 18, 2015. The City will notify the County Attorney's Office of the Ordinance No. and a revised recommendation will be distributed.

This Agreement supersedes the existing Interruptible Natural Gas Service Agreement that was approved by the Board on March 5, 2015 between the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas. This new agreement is required to be executed due to an increase in the Usage Charge from \$1.99 to \$2.99 per MMBTU.

This agreement will commence once it has been fully executed by all parties and continue through March 31, 2016. The County's new locked in fixed rate of \$6.546 per MCF (thousand cubic feet) will begin on October 1, 2015. Without a contract in place, these accounts would be classified as GC-1 (within city limits) or GC-2 (outside city limits). Current rates for these classifications are \$15.92 per MCF and \$16.93 per MCF respectively.

**BUDGETARY IMPACT:**

Funding is available in Fund 001, General Fund, Cost Center 310207, Object Code 54301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Contract has been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval and threshold authority.

**IMPLEMENTATION/COORDINATION:**

Facilities Management Department will administer the contract. The contract involves coordination between Facilities Management and Pensacola Energy.

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**Attachments**

Interruptible Natural Gas Service Agreement

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**AGREEMENT WITH THE CITY OF PENSACOLA AND ESCAMBIA COUNTY  
FOR INTERRUPTIBLE NATURAL GAS SERVICE**

**THIS NATURAL GAS SERVICE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2015 between the **City of Pensacola**, a municipal corporation of the State of Florida, (d/b/a Pensacola Energy) with the business address of 222 W. Main Street, Pensacola, Florida 32521-0001 (hereinafter referred to as the "City") and **Escambia County**, a political subdivision of the State of Florida with a business address of 221 Palafox Place, Pensacola Florida 32502, and (hereinafter referred to as "Customer"). (At times all hereinafter referred to as "party" or collectively "parties")

**WITNESSETH:**

**WHEREAS**, the Customer requests the City of Pensacola deliver natural gas service to it on an interruptible basis at the Customer's premises located at 2935 North "L" Street, Pensacola Florida 32501; 1350 West Leonard Street, Pensacola Florida 32501; 357 South Baylen Street, Pensacola Florida 32502; and 201 South Palafox Street, Pensacola Florida 32502; and

**WHEREAS**, the City agrees to make such service available to the Customer; and

**WHEREAS**, the Customer agrees and contracts to accept and pay for such service subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. \_\_\_\_ ) hereunto, attached as **Exhibit "A"** hereto and incorporated by reference herein; and

**WHEREAS**, all gas rates and charges, including City Rate Schedule GAF, are approved by the City Council and are subject to change should the City Council approve a new gas rate ordinance; and

**WHEREAS**, Customer agrees to be bound by the terms and conditions of any such amended rate schedule and charges that may be adopted from time to time by the City Council, including any annual CPI adjustments as part of the City's rate calculation; and

**WHEREAS**, as a result, any such amendments or revisions to the City Rate Schedule GAF shall be deemed to be part and parcel of this Agreement; and

**WHEREAS**, given the above, the parties now find it is the best financial interests of the City of Pensacola that this Agreement be entered into as provided herein.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the City and Customer agree to the following terms and conditions:

1. **Recitals** – The recitals above are true and correct and are hereby incorporated into this Agreement.
2. This Agreement is intended to supersede in its entirety the prior Agreement with the City of Pensacola and Escambia County for Interruptible Natural Gas Service, dated March 5, 2015.
3. **Customer Classification GAF, Almost Firm Transportation Service User Customer Charge** – The Customer agrees to pay a two hundred dollar (\$200.00) fixed monthly customer charge to be provided gas service by the City.
4. **Fuel Charge** - For all gas consumed each month, the fuel rate is at an index price of three dollars and fifty cents (\$3.50) per MMBTU [MMBTU = 1 million British thermal unit] of City's (Pensacola Energy) delivered natural gas plus 1.6% for compression (compression is a fee charged by Pensacola Energy's supplier).
5. **Usage Charge** – For all gas consumed each month on or before September 30, 2015, the Customer agrees to pay one dollar and ninety-nine cents (\$1.99) per MMBTU of the City's (Pensacola Energy) delivered natural gas. For all gas consumed each month on or after October 1, 2015, the Customer agrees to pay two dollars and ninety-nine cents (\$2.99) per MMBTU of the City's (Pensacola Energy) delivered natural gas.
6. **Quantity of Gas** - As a "GAF Almost Firm Gas Transportation" Interruptible service classification user of the City's natural gas service, the Customer contracts and agrees to accept an average daily quantity of gas of seventy-five (75) Mcfs [Mcf = one thousand (1,000) cubic feet]. Should the Customer fail to consume a minimum of at least ninety (90%) of the contracted daily amount on an annualized basis; the Customer may be charged for that minimum amount of gas.
7. **Agreement to Interrupt** - The City in its sole discretion shall have the right to curtail or interrupt the supply of "Interruptible Gas" at any time for up to ten (10) days and the Customer agrees to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City. The City may elect to curtail or interrupt gas service when it determines, in its sole discretion, that the gas available from its sources cannot meet the demands of the City's customers. The Customer agrees that in no event shall an interruption or curtailment of service constitute a breach of this Agreement by the City. The Customer further agrees that the City shall not be liable in any manner to Customer or any person or entity for any interruption of the supply of gas, for the interference with the operations of Customer, or loss of use resulting from such operations or interference as provided for herein or any other damages, losses, or delays of any type, kind, or amount.

8. **Meters and Measurements** - a) Gas delivered will be measured through one or more meters installed and maintained on the Customer's property near the Customer's property line and at a location satisfactory to the City. It is assumed that the volume of all gas is delivered at a pressure of four (4) oz. above an assumed atmospheric pressure of fourteen and four tenths (14.4) lbs. per square inch and sixty degrees (60°) F. When the usage of the Customer requires, the City, at its option, may supply gas service at some other pressure. (b) Title to meters identified and described in "Exhibit B", attached hereto and incorporated by reference herein, regulators, or special instrumentation located on the premises discussed herein, whether or not purchased and/or installed by the City or purchased and/or installed by the Customer, shall vest in the City at the inception of this Agreement. The City will inspect this equipment periodically. If a meter covered by this Agreement is found to be inoperative or inaccurate, such equipment shall be adjusted by the City to register correctly, and the amount of error shall be determined by the most accurate method feasible as agreed upon by the parties. If the inaccuracy results in an error of more than two percent (2%) plus or minus in the measurement of gas, then the calculated deliveries of gas shall be adjusted to accuracy to compensate for such error. Such adjustment shall be made for such period of inaccuracy if the period of time that the meter was inaccurate is definitely determined. If the period of inaccuracy cannot be determined, such adjustment shall be made for the last half of the period between the times the metering equipment was adjusted to register correctly and the date of the last previous meter test. Upon the written request of the Customer, the City will inspect such meters at any reasonable time, provided that if such meters are found to register correctly, the cost of such inspection may be charged to the Customer. It is understood that such meter shall be deemed to register correctly if the error is less than two percent (2%), plus or minus. The Customer agrees to protect all pipes and meters from low temperature or other inclement weather when necessary, and further agrees to hold harmless and indemnify the City against any and all costs and/or damages arising out of or caused by the theft and/or injury to pipes and/or meters and/or other property of the City while on said premises.
9. **Billing Errors** - If an error in the measurement of gas occurs and/or an error in billing occurs which creates an undercharge to the customer, the City may back bill the Customer for not more than twelve (12) months, and the Customer agrees to pay such undercharge. The City shall allow the Customer to pay for the unbilled service over a twelve-month period or some other mutually agreeable time period.
10. **Billing Disputes** - If the Customer disputes any portion of any statement from the City, then

Customer, upon written notice to City, shall have the right to withhold payment of the disputed portion of statement for a period not to exceed ten (10) business days. If the parties are unable to resolve the dispute, Customer shall pay the disputed portion of the statement into an interest bearing escrow account until the dispute is resolved. All account interest shall accrue to the City in the event the disputed amount is found to be due and owing to the City. Failure of the Customer to pay the undercharged amount as agreed upon herein, or the failure to pay the amount of the billed undercharge into the escrow account may result in termination of services and in addition the City may pursue any and all lawful collection activity to recover such undercharged amount.

11. **Gas Leakage** - Immediate notice must be given by the Customer to the City when any leakage of gas is discovered. No flame or lights shall be used in the proximity of such escaping gas, and the Customer shall immediately shut off the flow of gas on the downstream side of the meter.
12. **Point of Delivery - Liability** - The point of delivery of gas furnished hereunder shall be the outgoing side of the outlet union of the meter(s) installed and maintained by the City on the Customer's property for the purpose of measuring gas delivered to the Customer. The gas provided under this contract is delivered upon the express condition that when it passes the point of delivery it becomes the exclusive property of the Customer. The Customer agrees that the City shall not be and is not liable for loss, damage, and/or injury to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after it passes the point of delivery, except where such loss, damage, and/or injury shall be shown to have been occasioned by negligence of the City, its agent, servants, or employees.
13. **Liability**: The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible their individual negligent acts or omissions or tortuous acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.
14. **Force Majeure** - The City's supply of gas is derived from sources over which the City has no control. In addition, force majeure circumstances may arise which may render the City unable to perform the services herein described. It is therefore understood and agreed by the parties



hereto that in the event of a failure, curtailment, or interruption of such supply or in the event of shortage or interruption of gas due to an event of force majeure, such as an act of God, the elements, labor troubles, fires, accidents, breakage, necessary repairs, war, terrorist attack, natural emergency, or other causes of contingencies beyond the City's control, the City cannot and does not guarantee a constant supply of gas, and it shall not be held liable in damages, losses, or otherwise for any such interruption or curtailment of supply or services. Notwithstanding the foregoing, the terms contained in Paragraph 5 of this Agreement shall prevail in that the City in its sole discretion may curtail or interrupt the supply of interruptible gas, and, in no event, shall the City be held liable for such interruption or curtailment of the supply of interruptible gas.

15. **Entry by City Agents** - The authorized agents of the City shall have the right, at all reasonable times, of access to the premises of the Customer for the purpose of inspecting the gas consuming and fuel equipment of the Customer and of examining and inspecting meters and/or for other necessary purposes. No person other than an authorized agent of the City shall be permitted to tamper with, inspect, or repair any meter or other property owned by the City. The Customer hereby authorizes and empowers the City pursuant to Paragraph 6(b) to remove its meter and other property covered by this Agreement immediately upon termination of this contract.
16. **Breach of Contract** – It shall be deemed to be a breach of this Agreement by Customer if the Customer shall fail/refuse to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City, as hereinabove provided in Paragraph 5, if the Customer shall default on payments for gas delivered, or if the Customer shall breach any of the conditions set out herein. Such discontinuance of service as provided for in this Agreement shall not constitute breach of contract by the City. Any failure of the City to exercise the said right to discontinue service to the Customer at any one time shall not prevent the City from exercising such right with respect to any breach of the said conditions which may subsequently occur.
17. **Automatic Escalation/De-escalation** – All gas rates and charges are approved by City Council and are subject to change should the City Council approve a new gas rate ordinance.
18. **Term of Contract** - The term of this contract shall commence upon execution and expire on March 31, 2016. The City or Customer may terminate this agreement without cause upon thirty (30) days prior written notice.
19. **Notices** - (a) Any notice or bill, except notices of curtailment or restoration of service, which

shall or may be given by one party to the other hereunder, shall be deemed to have been fully given When made in writing and delivered by hand or mail as follows: City of Pensacola, Pensacola Energy, P.O. Box 12910, Pensacola, Florida 32521, and to the Customer at 221 Palafox Place, Pensacola Florida 32501, postage prepaid if delivery is by mail. (b) Notices with respect to curtailment or restoration of deliveries of service shall be sufficient if given by the City in writing as provided by subparagraph (a) above or, by telegraph, or orally in person, or by telephone to the person or one of the persons identified and described in "Exhibit C", attached hereto and incorporated by reference herein, designated by the Customer as authorized to receive such notices. (c) The Customer agrees that if the Customer shall not have made such designation as provided for in Subparagraph (b) above or, if made, the City is unsuccessful in its efforts to promptly establish communication with the persons or one of the persons so designated, then, in any such event, notice shall be sufficient if given by the City to any person or persons who are on the said premises or who answers the Customer's telephone.

20. **Successors and Assigns** - This Agreement shall bind and benefit the successors and assigns of the respective parties hereto.

21. **General Provisions** - (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 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 and that this agreement supersedes all prior oral or written agreements.

(b) It is 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.

(c) 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.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue of any matter which is subject of this agreement shall be in the County of Escambia.

(e) 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.

(f) The covenants and conditions contained in this Agreement shall apply to and bind the parties, legal representatives, and assigns of the parties.

(g) This Agreement and the Exhibits (**Exhibits A, B, C**) attached hereto are made a part hereof and constitute the contract documents.

(h) Each individual executing this Agreement represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted resolution, or in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(j) The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption for disclosure exist. Notwithstanding any provision to the contrary, it is expressly agreed that Customer's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

(k) Invoice payment terms: net 30 days. Customer agrees it shall make its best efforts to pay City within thirty (30) days of receipt and approval of the City'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, Florida Statutes, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in triplicate and sealed the day and year first above written.

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By \_\_\_\_\_  
Steven Barry, Chairman

\_\_\_\_\_  
Mayor, Ashton J. Hayward, III

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

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

ATTEST: \_\_\_\_\_  
Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Ericka L. Burnett  
City Clerk

Approved As To Substance:

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

\_\_\_\_\_  
Department Director/Division Head

Approved as to form and legal  
sufficiency.

By/Title: Yolanda Aca  
Date: 8/6/15

Legal in Form and Valid as Drawn:

\_\_\_\_\_  
City Attorney

**Exhibit A**  
**City Rate Schedule, Almost Firm Gas Transportation Service**

Ordinance No. \_\_\_\_\_

(12) Service Classification: GAF, Almost Firm Gas Transportation Service.

(12a) Availability. Available to any consumer utilizing the City's gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. All consumers under this rate are subject to the terms of the contract.

(12b) Contract Volume. Not less than seventy-five (75) Mcf per day.

(12c) Customer charge. Two hundred dollars (\$200.00) fixed monthly charge, plus

(12d) GAF distribution charge. Two dollars (\$2.00) for annual pipeline transportation fees plus ninety-two cents (\$.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus a seven cent (\$.07) margin on the contracted cost of natural gas.

## **Exhibit B**

### **Meter Numbers**

The following natural gas meters are currently the only meters owned, maintained and read by Pensacola Energy.

Meter Number: 79644	Account Number: 56080250
---------------------	--------------------------

Meter Number: 96063	Account Number: 52121610
---------------------	--------------------------

Meter Number: 96049	Account Number: 70383086
---------------------	--------------------------

Meter Number: 53875	Account Number: 70346751
---------------------	--------------------------

**Exhibit C**  
**Notification Schedule**

**Billing:**

1. David Wheeler     850-595-3190

**Curtailment or Restoration of Service:**

1. Facilities Management 850-595-3185
2. As Above





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8699**

**County Administrator's Report 11. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Waste Services Department Purchase #2 - 25 Ton Off-Road  
Articulated 6x6 Dump Truck

**From:** Pat Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Waste Services Department Vehicle Purchase #2 - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase of one VE14-15.028, 2015 Caterpillar 725C Articulated 6x6 Dump Truck, from Thompson Tractor Company, Inc., for the amount of \$355,564, per the terms and conditions of Governmental Contract Initiative with the City of Tucson/National IPA Contract #120377 Member Discounts for Equipment Sales. In compliance with the Local Preference Initiative, this vehicle purchase was posted on the County website for 30 days. No proposals were received. This unit will primarily be utilized to transport cover material for environmental compliance associated with Class-I landfill operations, landfill site maintenance, storm water system maintenance and vegetative processing. This vehicle will replace #58882 CAT 725 Dump Truck, which is being converted to a water truck.

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

### **BACKGROUND:**

VE 14-15.028 Waste Services Vehicle Purchase #2- 2015 Caterpillar 725C Articulated 6x6 Dump Truck was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases" from July 6, 2015 through August 5, 2015 in compliance with the Local Preference initiative. No proposals were received. This unit will primarily be utilized to transport cover material for environmental compliance associated with Class-I landfill operations, landfill site maintenance, storm water system maintenance and vegetative processing. This vehicle will replace #58882 CAT 725 Dump Truck, which is being converted to a water truck.

### **BUDGETARY IMPACT:**

Funding for the purchase of this equipment is available in Fund 401, Solid Waste, Cost Center 230314, Object Code 56401

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

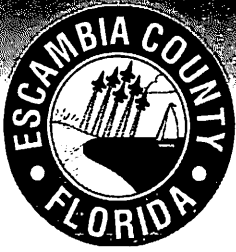
After Board approval, a Purchase Order will be issued from the Office of Management and Budget.

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**Attachments**

VE14-15.028

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**Board of County Commissioners • Escambia County, Florida**

Claudia Simmons, CPPO, Manager  
Office of Purchasing

**The Solid Waste Division of Escambia County, Florida desires to purchase:**

**Quantity: One (1) ea.**

**Base Description:**

**Year:** 2015 - 0 mileage

**Model:** 25 Ton Off Road Articulated 6x6 Dump Truck

**Color:** Manufacturer Standard Color

**Equipment:** To be equipped with standard factory equipment.

**Warranty:** 12 month full machine warranty .

**Vehicle Specifications and Manufacturer's Options**

See specifications

**Delivery required (from order date):**

60 – 90 days

**Maximum Budgeted Purchase Amount:**

\$355,564

## Articulated Truck Specs 25 Ton

### Basic Specs

- Truck shall be a 3 axle 6 wheel drive truck with dump body.
- Truck shall have a rated payload of 26 tons.
- Truck shall have a heaped tailgate capacity SAE 2:1 of 20.4 cubic yd
- Truck shall be equipped with a scissor style tailgate.
- Truck shall be equipped with dual circuit caliper disc brakes (all wheels)
- Truck shall be equipped with 23.5R25 MX Michelin tires
- Truck shall be equipped with radiator, crankcase, axle and rear window guard.
- Fuel burn guarantee of 4.0 gallons per hour for the first 5000 hours

### Engine and Power train requirements

- Engine shall be Tier 4 Final compliant with a Diesel Particulate Filter.
- SAE J1945 gross power 239 kW 320 hp
- SAE J1349 net power 234 kW 314 hp
- ISO 14396 net power 236 kW 316 hp
- Truck shall have an auto shift with 6 forward speeds and one reverse speed
- Max forward speed of 35 mph and max reverse speed of 6 mph
- Truck shall be equipped with a ground speed limiting feature
- Parking brake shall be spring applied and hydraulically released
- Traction control system is comprised of oil cooled/oil immersed wet clutched inter-axle and cross axle differentials which can be engaged and disengaged "on the go" .

### Operator's Station and safety

- Truck shall be equipped a rear vision camera.
- Truck shall be equipped with a passenger/trainer seat facing forward for a clear view of instrument panel, controls and road.
- Truck shall be equipped with an air suspension seat with adjustable lumbar support.
- Truck shall be equipped with an external fuel cut off for easy access outside machine.
- Truck shall have an electro-hydraulic secondary steering system that automatically activates in forward/reverse or when stationary if low pressure is sensed. Can be manually selected for machine recovery purposes.
- Truck shall have an enclosed cab with air conditioning, with integrated roll over and falling object protection system.
- Truck shall be equipped with wide angle mirrors.
- Truck shall be equipped with raised body alarm.
- Truck shall be equipped with air suspension seat.
- Truck shall be equipped with a back up alarm and LED beacon.
- Truck shall be equipped with am fm cd radio.
- Truck shall be equipped with a 20# fire extinguisher.

### Warranty and Service

In addition to the standard manufacturer's warranty. The powertrain shall be covered for 5 years or 7500 hours; whichever comes first.

**Specification Number VE14-15. – Solid Waste Department Vehicle Purchase #  
25 Ton Off Road Articulated 6x6 Dump Truck**

Posting Date	
Due Date for Offers	
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

**VE14-15. Solid Waste Department Vehicle Purchase - # –25 Ton Off Road Articulated 6x6 Dump Truck**

**Offers for the sale of vehicles meeting the specifications for VE14-15. Solid Waste Department Vehicle Purchase # as listed will be accepted until 5:00 pm on . Offers exceeding the maximum budgeted purchase price listed will not be accepted.**

**Instructions to Offerors**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,  
Matt Langley Bell, III Bldg.,  
213 Palafox Place, Pensacola, Florida 32502

**And clearly marked with the Specification Number VE14-15. Solid Waste Department Vehicle Purchase # and the name of the offerer.**

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.



May 27, 2015

Escambia County Solid Waste  
13009 Beulah Road  
Cantonment, FL  
Cust # 2681000

Thompson Tractor Company is pleased to offer the following machine for your consideration

**One (1) New Caterpillar 725C Articulated Truck 2015 Factory ship**

378-9794 725C ARTICULATED TRUCK . . . . .	\$450,760
364-2247 BODY, STANDARD . . . . .	NC
369-3745 EXHAUST, STANDARD . . . . .	NC
397-2858 TAILGATE, SCISSOR . . . . .	\$13,330
373-3664 NO ROOF LIGHTS . . . . .	NC
433-2087 CHASSIS, STANDARD . . . . .	NC
416-4354 MIRROR, STANDARD . . . . .	NC
324-7017 SEAT, STANDARD . . . . .	NC
465-2657 BLUETOOTH RADIO STEREO SYSTEM . . . . .	0 \$595
443-7475 TIRES, 23.5R25 MX ** XADN+ E-3 . . . . .	\$2810
363-7685 BEACON, LED . . . . .	0 \$395

**Use of the Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson /  
National IPA Contract – RFP#120377.**

\$468,320 Total Caterpillar list price for specified items  
\$- 65,565 14% of list discount per NIPA contract  
\$402,755 Sub

\$ 5,239 Allowable in bound freight and delivery per contract  
\$15,760 5 year or 7500 hour power train warranty, first 12 mo full machine

\$423,754 Total selling price including non specified items  
\$ -68,190 Additional loyal customer discount from Thompson Tractor Company  
\$355,564 Total transaction price.

Offer is extended on machines delivered before December 31, 2015. Any price adjustment from the manufacturer after January 1, 2016 will be recognized if delivered in 2016.



*D. Rucker Brown*

Thompson Tractor Company

D. Rucker Brown

Sales Representative

251-363-6266 (cell)

[ruckerbrown@thompsontractor.com](mailto:ruckerbrown@thompsontractor.com)

# PURCHASE REQUEST FORM

**SOLID WASTE MANAGEMENT**  
**13009 BEULAH ROAD**  
**CANTONMENT, FL 32533-8801**

DATE: 6/30/2015

TIME: \_\_\_\_\_

PROJECT AND / OR PROPERTY NUMBER: Landfill Operations

SUGGESTED VENDOR: ADDRESS & PHONE NO. Thompson Tractor

COUNTY PICKUP \_\_\_\_\_ VENDOR DELIVERY     X     DATE NEEDED \_\_\_\_\_

**NAME OF EMPLOYEE TO CALL CONCERNING REQUEST** Dennis Rigby

PO REQUEST OVER \$1,000           X           VISA                                  VOUCHER UNDER \$1,000                                 

PURCHASE ORDER NO. \_\_\_\_\_ CALL NUMBER \_\_\_\_\_

APPROVED BY *[Signature]* DATE APPROVED                     

**SPECIAL INSTRUCTIONS:** Piggyback off of City of Tucson/National IPA Contract-RFP#120377

QUANTITY	UNIT	ITEM NUMBER AND DETAIL DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Ea	Caterpillar 725C Articulated 6x6 Dump Truck		\$355,564.00
		Equipped as per quote.		
			TOTAL	\$355,564.00

COST CENTER: OBJECT CODE:



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8700**

**County Administrator's Report 11. 11.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Waste Services Department Equipment Purchase #1 – Caterpillar 950M Wheel Loader

**From:** Pat Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Waste Services Department Equipment Purchase #1 - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase of one VE14-15.029, 2015 Caterpillar 950M Wheel Loader, from Thompson Tractor Company, Inc., for the amount of \$281,754, per the terms and conditions of Governmental Contract Initiative with the City of Tucson/National IPA Contract #120377 Member Discounts for Equipment Sales. In compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days. No proposals were received. This unit will primarily be utilized to process vegetative waste recycling to support screening, grinding, and loading of material used for slope stabilization and Class-I landfill cover applications. This unit will replace #51836 CAT 950G loader.

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

### **BACKGROUND:**

VE 14-15.029 Solid Waste Equipment Purchase #1- 2015 Caterpillar 950M Wheel Loader was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases", from July 6, 2015 through August 5, 2015, in compliance with the Local Preference initiative. No proposals were received. This unit will primarily be utilized to process vegetative waste recycling to support screening, grinding and loading of material used for slope stabilization and Class-I landfill cover applications. This unit will replace #51836 CAT 950G loader.

### **BUDGETARY IMPACT:**

Funding for the purchase of this equipment is available in Fund 401, Solid Waste, Cost Center 230314, Object Code 56401

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

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

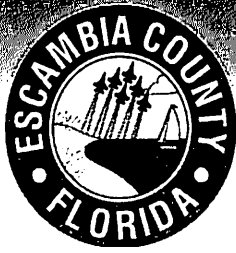
After Board approval, a Purchase Order will be issued from the Office of Management and Budget.

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**Attachments**

VE14-15.029

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**Board of County Commissioners • Escambia County, Florida**

Claudia Simmons, CPPO, Manager  
Office of Purchasing

**The Solid Waste Division of Escambia County, Florida desires to purchase:**

**Quantity: One (1) ea.**

**Base Description:**

**Year:** 2015 - 0 mileage

**Model:** 4.25 yd Wheel Loader

**Color:** Manufacturer Standard Color

**Equipment:** To be equipped with standard factory equipment.

**Warranty:** 12 month full machine warranty .

**Vehicle Specifications and Manufacturer's Options**

See Specifications

**Delivery required (from order date):**

90 – 120 days

**Maximum Budgeted Purchase Amount:**

\$281,754

## Specifications for 4.25 yd wheel loader

### Basic specs

- Engine max net power rating according to SAE J1349 shall be at least 230 HP (171 kw) at 2100 rpm
- Engine gross power according to SAE J1995 shall be at least 250hp (187 kw) at 2100 rpm
- Machine operating weight shall be no less than 42,350 lb
- Machine height to top of the ROPS shall be 11'4"
- Machine height to top of the hood shall be 8'9"
- Machine wheelbase shall be 10'12"
- Machine shall be equipped with 3<sup>rd</sup> valve hydraulics
- Machine shall be equipped with a hydraulic quick coupler to allow for use of all current work tools.
- Machine shall be equipped with a high lift arrangement that will allow for 19" increased dump clearance over standard lift arms.
- Machine shall be equipped with a minimum of a 4.25 CYD general purpose bucket with bolt on cutting edge. Quick coupler style hook up.
- Ground clearance shall be a minimum of 1'3" when equipped with 23.5R 25 L3 radial tires.
- Machine shall be equipped with a power train guard.
- Machine shall be equipped with a standard steering wheel.
- Machine shall come standard with dealer and manufacturer supported satellite software and include support subscription for three years.
- Machine shall be equipped with an Industrial Package with features required in waste, recycling or scrap applications. Items included in this package would include a reinforced platform, guards for hitch, bottom skirt, front frame, crankcase and lights. Lift cylinder baffles and a heavy duty ladder.

### Engine

- Engine shall be EPA Tier IV final compliant
- Emissions package shall be mounted on a platform bolted to the machine frame and allow access to the top of the engine
- Engine electronic control modules and sensors shall be completely sealed against moisture and dust.
- Automatic engine regeneration allowing manual activation when required without affecting work ability.
- Engine shall provide a low idle rpm feature to conserve fuel.
- Engine shall have a 24 volt starting system
- Alternator shall be at least 145 amp
- Machine shall have two maintenance free 1400 CCA batteries.
- Cooling system shall be isolated from the engine compartment by a non-metallic shield.
- Engine shall be configured to provide constant net horsepower at full parasitic load.
- Engine shall be equipped with electric fuel priming pump.
- Engine shall be equipped with a turbine style air inlet pre-cleaner.
- Radiator shall be at least 6 fins per inch for dusty and airborne debris application.
- Engine shall be equipped with reversing variable pitch fan allowing for reversal of air flow while the machine is still operating.

### Power Train

- Machine shall have an electronic power shift countershaft transmission.
- Machine shall have a lock-up clutch torque converter.
- Machine shall have five forward speeds and three reverse speeds.

- Machine shall have an electric clutch pressure control to modulate clutch engagement individually to allow smoother speed and directional shifts.
- Machine shall have full hydraulic enclosed wet disc with integrated braking system.
- Machine shall have a fixed front axle that is rigidly mounted to the frame.
- Machine rear axle will be able to oscillate +/- 13 degrees
- Machine will be equipped with manually locking front differential.
- Machine will come with external caliper disc parking brake for ease of inspection and service.

#### Hydraulics

- Hydraulic pump output shall be 76 gal/minute.
- Machine shall be equipped with ride control with two accumulators.
- Machine shall feature load sensing hydraulics to automatically adjust to operating conditions and provide only hydraulic flow required by the implement.
- Control of raise/lower and tilt/dump functions shall be able to be operated simultaneously.
- Machine shall be equipped with cylinder dampening that will slow the work tool as it reaches it's limits to prevent machine jarring.
- Electronically controlled automatic kick outs shall prevent the jerking and bouncing associated with abrupt cylinder stops.
- Machine shall be equipped with a joystick implement control with f-n-r switch.
- Machine shall be equipped dedicated pump for steering.

#### Operators Station, service and safety

- Machine shall be equipped with climate controlled cab with rubber mounted glass.
- Cab shall be attached to the frame with viscous mounts to reduce shock loads from the ground.
- Machine shall be equipped with an integrated ladder with at least a 15 degree incline for safe entry and exit.
- Machine shall be equipped with standard rear vision camera (reverse operated).
- Full length ladder shall be standard on right hand side to facilitate safe exit if needed.
- Platforms shall be wide enough to allow safe ease of movement to the front or rear of the machine.
- Front hinged cab door shall be able to be opened or closed by the operator while seated.
- Right and left armrests shall be mounted to the seat and have integrated controls that must move with the seat.
- Machine shall be equipped with am fm cd radio and cb ready.
- Machine shall be equipped with a minimum of four halogen work lights, two halogen roading lights (with signals) and two rear facing lights.
- Machine shall be equipped with rear strobe lights activated when machine is in reverse.
- Machine shall be equipped with air suspension seat adjustable seat with lumbar support.
- Machine shall be equipped with external mirrors.
- Machine shall be equipped with fenders
- Full width a/c condenser and oil cooler cores shall swing out to allow for easy access and cleaning of the radiator face.
- Cab air filters should be accessible from the exterior of the cab.
- Hood style should allow for easy access to the front and rear face of the radiator.
- Machine shall be equipped with a 20# fire extinguisher



### Warranty and Service

In addition to the standard manufacturer's warranty. The powertrain shall be covered for 5 years or 7500 hours; whichever comes first.

**Specification Number VE14-15. – Solid Waste Department Vehicle Purchase #  
4.25 yd Wheel Loader**

Posting Date	
Due Date for Offers	
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

**VE13-14. Solid Waste Department Vehicle Purchase - # –Caterpillar 725 Articulated 6x6 Dump Truck**

**Offers for the sale of vehicles meeting the specifications for VE14-15. Solid Waste Department Vehicle Purchase # as listed will be accepted until 5:00 pm on . Offers exceeding the maximum budgeted purchase price listed will not be accepted.**

**Instructions to Offerors**

**All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:**

**The Office of Purchasing, 2nd floor, Room 11.101,  
Matt Langley Bell, III Bldg.,  
213 Palafox Place, Pensacola, Florida 32502**

**And clearly marked with the Specification Number VE14-15. Solid Waste Department Vehicle Purchase # and the name of the offerer.**

**Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.**

# Thompson



May 27, 2015

Escambia County Solid Waste  
13009 Beulah Road  
Cantonment, FL  
Cust # 2681000

Thompson Tractor Company is pleased to offer the following machine for your consideration.

**One (1) New Caterpillar 950M Wheel Loader 2015 Factory ship**

360-7932 950M WHEEL LOADER ..... \$301,080

360-8060 REGIONAL PKG, AM-N ..... NC

-ANSI Films

-EPA Tier 4 Final Compliant Engine

-Platform, window washing

386-1319 INDUSTRIAL PACKAGE..... \$10,060

Provides machine features required in waste transfer stations,  
recycling stations, green waste and scrap applications.

Includes:

-Reinforced platform

-Carbon cab air filter

-Standard Radiator grill

-Guards: hitch, bottom cab (skirt), front frame, crankcase and  
lights (front, rear, work)

-Lift cylinder baffles

-Heavy duty ladder

384-7012 LINKAGE, HIGH LIFT ..... \$6,640

Provides increased dump clearance of 19" (498mm) over standard  
lift arms.

393-0072 COUNTERWEIGHT, 1460KG ..... \$2,100

373-3897 HYDRAULICS, 3V RC, HIGH LIFT ..... \$10,150

450-1594 SEAT BELT, 2" W/INDICATOR ..... \$102

373-3904 QUICK COUPLER READY, HIGH LIFT ..... \$3,645

366-9903 AXLES, LOCK/OPEN, ED ..... \$570

Axles package includes :

- Manual front diff lock
- Open rear differential
- Ecology drain

376-4760 LIGHTS, REVERSE STROBE .....\$269

PROVIDES:

2 Forward roading lights with turn signal, (low/high beam), 2 rear facing working lights in the radiator, 2 LED position stop turn lights and reversing Strobe.

392-7094 JOYSTICK W/FNR, 3V ..... \$1,645

PROVIDES :

Implement joystick for lift and tilt controls.

Horn, FNR and kickdown trigger switches integrated in implement joystick.

1 Roller switch controlling the 3rd function integrated in the joystick.

364-9808 COOLING CORES, 6 FPI ..... \$332

Provides cooling capability up to 43C ambient.

Radiator with 6 fins per inch.

373-3906 FAN, REVERSING VPF ..... \$5,110

Provides an attachment reversing function to the standard hydraulically driven demand fan. This provides the ability to rotate blades and to reverse the airflow direction to remove debris from the radiator and engine enclosures while the machine is still operating.

Includes automatic and manual controls for airflow reversal.

Recommended for applications with a high content of airborne debris

373-4053 TIRES,23.5R25 \* VJT BS L3 ..... \$-5,340

Bridgestone radial, Supplier Part 430-450

Tread Depth: 35 MM, 19.5/2.5 Rim

Provides reduced vibration, damage resistance and traction in soft to rocky underfoot conditions.

365-0121 AIR INLET PRECLEANER, TRASH ..... \$935

Turbine engine air inlet precleaner, to be used in extremely high dust and airborne debris environments with a grill protecting precleaner from large debris

372-1600 RADIO, AM/FM/USB/MP3 BLUETOOTH ..... \$580

Provides AM/FM/MP3/WB/USB/AUX with Integrated BlueTooth.

372-1603 CB RADIO READY ..... \$935

466-8778 WINDOWS, FLAT, RUBBER MOUNTED ..... \$9,000  
 Provides front windows mounted in rubber seals.

371-5100 PRECLEANER, HVAC..... \$685  
 Provides a precleaner for dusty environments for cab air intake

367-9027 GUARD, POWERTRAIN ..... \$1,485  
 Protects bottom of transmission.

396-8943 BUCKET GP 4.00 CYD, 4.25 CYD WITH BOE. .... \$12,446

139-9229 BOLT ON CUTTING EDGE. .... \$1,510

368-9120 HORIZONTAL PIN LOCK COUPLER ..... \$6,486

462-6418 HYDRULIC SUPPLY GROUP. .... \$2,139

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**Use of the Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson / National IPA Contract – RFP#120377.**

\$372,564 Total Caterpillar list price for specified items  
\$ 89,415 24% of list discount per NIPA contract  
 \$283,149 Sub

\$5,683 Allowable in bound freight and delivery per contract  
 \$9,320 5 year or 7500 hour power train warranty, first 12 mo full machine

\$298,152 Total selling price including non specified items  
 \$ 16,398 Additional loyal customer discount from Thompson Tractor Company

\$281,754 Total transaction price.

Offer is extended on machines delivered before December 31, 2015. Any price adjustment from the manufacturer after January 1, 2016 will be recognized if delivered in 2016.

*D. Rucker Brown*

Thompson Tractor Company  
 D. Rucker Brown  
 Sales Representative  
 251-363-6266 (cell)  
 ruckerbrown@thompsontractor.com

# PURCHASE REQUEST FORM

**SOLID WASTE MANAGEMENT**  
**13009 BEULAH ROAD**  
**CANTONMENT, FL 32533-8801**

DATE: 6/30/2015

TIME: \_\_\_\_\_

PROJECT AND / OR PROPERTY NUMBER: Landfill Operations

SUGGESTED VENDOR: ADDRESS & PHONE NO. Thompson Tractor

COUNTY PICKUP \_\_\_\_\_ VENDOR DELIVERY   X   DATE NEEDED \_\_\_\_\_

NAME OF EMPLOYEE TO CALL CONCERNING REQUEST Dennis Rigby

PO REQUEST OVER \$1,000 \_\_\_\_\_ VISA \_\_\_\_\_ VOUCHER UNDER \$1,000 \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_ CALL NUMBER \_\_\_\_\_

APPROVED BY *[Signature]* DATE APPROVED                     

**SPECIAL INSTRUCTIONS:** Piggyback off of City of Tucson/National IPA Contract-RFP#120377

QUANTITY	UNIT	ITEM NUMBER AND DETAIL DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Ea	Caterpillar 950M Wheel Loader equipped as per attached proposal.		\$281,754.00
			<b>TOTAL</b>	<b>\$281,754.00</b>

COST CENTER: OBJECT CODE:



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8649**

**County Administrator's Report 11. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Purchase of Two Vehicles for the Mosquito Control Division

**Organization:** Community & Environment

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Purchase of Two Vehicles for the Mosquito Control Division - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board authorize the County to utilize the State of Florida Term Contract #25100000-15-1 and award a Purchase Order to Duval Ford, LLC, for two 2015 Ford 1/2 ton Extended Cab Pickup Truck 4X4s for the Mosquito Control Division, in the amount of \$53,471, according to the specifications of VE14-15.027.

[Funding: Fund 001, General Fund, Cost Center 220701, Object Code 56401]

#### **BACKGROUND:**

In January 2015, Budget Amendment 032 made funds available to Mosquito Control Division to purchase two replacement vehicles. The asset identification numbers being replaced are 53292 and 54044. A quote was obtained from Duval Ford Sales for purchased based on the specifications in VE14-15.027. The Purchasing Department posted the request on the Escambia County website beginning June 22, 2015 for period of 30 days. No other quotes were received,

#### **BUDGETARY IMPACT:**

Funding: Fund 001, General Fund, Cost Center 220701. Mosquito Control Division, Object Code 56401.

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

There is no legal consideration associated with this recommendation.

#### **PERSONNEL:**

There are no personnel associated with this recommendation.

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



This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy this purchase was advertised on the County's website for 30 days. There were no responses.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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**Attachments**

Duval Ford Quote

VE 14-15.027

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**State of Florida, State Term Contract; Motor Vehicles**

**Contract No.: 25100000-15-1**

**Contract Term: November 1st 2014 to October 31st, 2015**

**Awarded Contractor Information**

<b>ORGANIZATION NAME:</b>	DUVAL FORD LLC				
<b>STREET ADDRESS:</b>	1616 CASSAT AVE				
<b>CITY, STATE AND ZIP:</b>	JACKSONVILLE, FL 32210				
<b>CONTACT PERSON:</b>	MATTHEW FORTE		<b>TITLE:</b>	COMMERCIAL FLEET MANAGER	
<b>ORIGINAL QUOTE DATE:</b>	6/16/15	<b>REVISED QUOTE DATE:</b>		<b>EST. DELIVERY:</b>	
<b>PHONE #'s:</b>	<b>TOLL FREE:</b>		<b>OFFICE:</b>	904-388-2144	<b>CELL:</b> 904-505-9682
<b>EMAIL ADDRESS:</b>	<a href="mailto:MATT.FORTE@DUVALFLEET.COM">MATT.FORTE@DUVALFLEET.COM</a>				
<b>FAX #:</b>	904-387-6816				

**Requesting Agency Information**

AGENCY NAME:	ESCAMBIA COUNTY			
CONTACT PERSON:	VICKIE MCCLURE		REFERENCE	MOSQUITO CONTROL
PHONE #'s:	OFFICE:	850-937-2193	CELL:	
EMAIL ADDRESS:	<a href="mailto:VSMCCLUR@CO.ESCAMBIA.FL.US">VSMCCLUR@CO.ESCAMBIA.FL.US</a>			
FAX #:				

REPRESENTATIVE MODEL DESCRIPTION SPECIFIED ON PRICE SHEET		UNSPSC* COMMODITY CODE AND LINE NO.		BASE VEHICLE PRICE	
2015 Ford F-150 4WD SuperCab 145" XL (X1E)		25101507 SUBGROUP D LINE 35		\$ 20,386.00	
MANUFACTURER'S OEM OPTION CODE(S)	DESCRIPTION	MSRP \$	OEM OPTIONS DISCOUNT %	TOTAL DISCOUNT \$	ITEM TOTAL COST WITH DISCOUNT APPLIED
85A	POWER WINDOWS AND DOORS	\$ 1,170.00	5.00%	\$ 58.50	\$ 1,111.50
76C	REARVIEW CAMERA	\$ 250.00	5.00%	\$ 12.50	\$ 237.50
99F	5.0L V-8 ENGINE	\$ 1,595.00	5.00%	\$ 79.75	\$ 1,515.25
413	SKID PLATES	\$ 160.00	5.00%	\$ 8.00	\$ 152.00
XL3	3.31 ELOCKING AXLE	\$ -	5.00%	\$ -	\$ -
53A	TRAILER TOW PACKAGE	\$ 695.00	5.00%	\$ 34.75	\$ 660.25
STD	265/70R17OWLall-terrain tires(A/T)4x4	\$ -	5.00%	\$ -	\$ -
			5.00%	\$ -	\$ -
			5.00%	\$ -	\$ -
			5.00%	\$ -	\$ -
<b>TOTAL COST: OEM OPTIONS ABOVE</b>		<b>\$ 3,870.00</b>		<b>\$ 193.50</b>	<b>\$ 3,676.50</b>
				<b>SUB-TOTAL</b>	<b>\$ 24,062.50</b>
IDENTIFIED AFTERMARKET OPTION(S)	DESCRIPTION	MSRP \$	DISCOUNT % FROM MSRP	TOTAL DISCOUNT \$	TOTAL IDENTIFIED AFTERMARKET \$
				\$ -	\$ -
				\$ -	\$ -
<b>TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS ABOVE</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>
				<b>SUB-TOTAL</b>	<b>\$ 24,062.50</b>
NON-IDENTIFIED AFTERMARKET OPTION(S)	DESCRIPTION	MSRP \$	DISCOUNT % FROM MSRP	TOTAL DISCOUNT \$	TOTAL NON-IDENTIFIED AFTERMARKET \$
DE575	5 YR 75,000 MILE 0 DEDUCTIBLE EXTRA CARE PLAN	\$ 1,860.00		\$ -	\$ 1,860.00
WVTX	CORNER LED LIGHTS/STROBE	\$ 345.00		\$ -	\$ 345.00
TINT	WINDOW TINT	\$ 350.00		\$ -	\$ 350.00
BUA	BACK UP ALARM	\$ 118.00		\$ -	\$ 118.00
				\$ -	\$ -
				\$ -	\$ -
<b>TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS ABOVE</b>		<b>\$ 2,673.00</b>		<b>\$ -</b>	<b>\$ 2,673.00</b>
<b>STATE AGENCIES MUST USE MP6301</b>	<a href="#">MP6301 Request for Purchase of Mobile Equipment- Fleet Management Justification 8-2014</a>			<b>EACH</b>	<b>\$ 26,735.50</b>
			<b>QUANTITY</b>	<b>1</b>	<b>\$ 26,735.50</b>

\*UNSPSC = United Nations Standard Products and Services Commodity Code

Revised 08-2014 DMS

Formulas are included in the BLUE and YELLOW shaded columns to auto calculate



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager  
Office of Purchasing

The Mosquito Control Division of Escambia County, Florida desires to purchase:

Quantity: Two (2) ea.

**Base Description:**

**Year:** 2015 or most current Mfg. model - 0 mileage

**Model:** 1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4

**Color:** White/ Gray interior

**Equipment:** To be equipped per specifications.

**Warranty:** 3 yr/36,000 mile bumper to bumper. 5 yr/100,000 mile powertrain.

**Options required:**

See specifications page(s)

**Delivery required (from order date):**

60- 90 days

**Maximum Budgeted Purchase Amount:**

\$26,735.50 each

**VE14-15.027 Mosquito Control Department Vehicle Purchase #1 – Two (2) ½ Ton Extended Cab Pickup Truck – 4X4**

**Specifications: 1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4**

**1. TRANSMISSION/AXLES:**

- Manufacturer's standard automatic transmission and axles.
- Four wheel drive with automatic locking hubs, includes all required options.
- Limited slip differential on 4-wheel drive.

**2. PERFORMANCE ITEMS:**

- Manufacturer's standard power steering/w tilt steering wheel
- Manufacturer's standard gauges.

**3. COMFORT ITEMS:**

- Manufacturer's standard air conditioning with 134A system.
- Manufacturer's standard tinted glass all around.
- Manufacturer's standard AM/FM stereo.
- Heavy duty rubber floor covering instead of carpet.
- Manufacturer's standard production seats. (Gray interior)
- Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

**4. SAFETY ITEMS:**

- Dual outside mirrors and inside rearview mirror.
- Interior dome lights with left and right door activated switches; passenger dome lamp
- Manufacturer's standard air bags.

**5. BRAKES:**

- Four wheel anti-lock brake ABS system.

**6. TIRES AND WHEELS:**

- All terrain tires in lieu of all season tires
- Full size spare tire and rim, if available.

**7. CHASSIS, FRAME, CAB:**

- Manufacturer's standard colors, factory painted. Fleet White, (Gray interior.)
- Manufacturer's standard fuel tank.
- Manufacturer's standard front and rear bumpers.
- Manufacturer's standard bed.

**FACTORY OPTIONS**

- 5.0L V-8 Engine
- Power windows and doors
- Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)
- Backup Alarm
- Skid Plates
- Corner LED Lights/Strobe
- Window Tint
- Trailer Tow Package

Posting Date	Monday, June 22, 2015
Due Date for Offers	Tuesday, July 21, 2015
Depart. Contact	Director Mosquito Control Department
Fleet Maint.	Terry Gray, Fleet Maintenance

**VE14-15.027 Mosquito Control Department Vehicle Purchase - #1 – TWO (2) ½ TON EXTENDED CAB PICKUP TRUCKS 4X4**

Offers for the sale of vehicles meeting the specifications for VE14-15.027 Mosquito Control Department Vehicle Purchase #1 as listed will be accepted until **5:00 pm on Tuesday, July 21, 2015**. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

**Instructions to Offerors**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,  
Matt Langley Bell, III Bldg.,  
213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number **VE14-15.027 Mosquito Control Department Vehicle Purchase #1** and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8680**

**County Administrator's Report 11. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Budget Amendment #221 - Mosquito Control Spraying Overtime

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

**Organization:** OMB

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Budget Amendment #221 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #221, Mosquito and Arthropod Control Fund (106), in the amount of \$3,800, to recognize a reallocation of reserves to overtime to cover personnel expenses for the remainder of the Fiscal Year associated with increased mosquito control spraying due to high levels during April of 2015.

#### **BACKGROUND:**

Escambia County had a tremendous amount of rain in April of this year causing an increase in calls from citizens requesting Mosquito Control spraying earlier than usual in the season, with requests continuing throughout the spring and summer of 2015. This extra spraying has caused a shortage of personnel funds in Fund 106, Mosquito and Arthropod Control, to cover continued spraying to the end of the fiscal year. Overtime funding is needed to control the mosquito population in the event a public health emergency may arise. The requested budget amendment will move funds in the amount of \$3,800 from State Mosquito Control reserves to personnel without increasing the overall funding level in Fund 106.

#### **BUDGETARY IMPACT:**

This amendment will increase personnel funds in Fund 106 by \$3,800.

#### **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**

BA# 221

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**Board of County Commissioners  
Escambia County  
Budget Amendment Request**

**Request Number  
# 221**

**Approval Authorities**

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

**Transfer From: Fund 106/Mosquito and Arthropod Control Fund/Natural Resources Management  
Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Reserves		220703	59801	3,800
<b>Total</b>				<b>\$3,800</b>

**Transfer To: Fund 106/Mosquito and Arthropod Control Fund/Natural Resources Management  
Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Overtime		220703	51401	3,800
<b>Total</b>				<b>\$3,800</b>

**Detailed Justification:**

Funds are needed to cover overtime for the remainder of the fiscal year. Escambia County had a tremendous amount of rain in April causing an increase in calls from citizens requesting mosquito control spraying earlier in the year than usual in the season, with requests continuing throughout the spring and summer of 2015.

**OMB Analyst**

**Budget Manager**

**Management & Budget Dept Director**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8686**

**County Administrator's Report 11. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Supplemental Budget Amendment #223 - Reversing Interfund Transfers and Recognizing Work Release Revenues

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

**Organization:** County Administrator's Office

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #223 Reversing some Interfund Transfers from the General Fund and Recognizing and Transferring to the General Fund Work Release Revenues - Amy Lovoy, Assistant County Administrator

That the Board adopt the Resolution approving Supplemental Budget Amendment #223 in the General Fund (001), Code Enforcement Fund (103), Misdemeanor Probation Fund (114), and the Transportation Trust Fund (175), in the amount of (\$400,000), to reduce the transfers from the General Fund to certain funds, to recognize the proceeds of the Work Release Center revenues, and transfer these funds to the General Fund.

### **BACKGROUND:**

This supplemental budget amendment will reduce the transfers from the General Fund to the Code Enforcement Fund by \$400,000 and to the Transportation Trust Fund by \$1,000,000 since these transfers will not be necessary by the end of the fiscal year and will consolidate balances into the General Fund. In addition this supplemental budget amendment recognizes the proceeds of work release revenues over the budget estimate by \$1,000,000 and reduces reserves in that fund by \$200,000 and transfers this total amount to the General Fund.

Since the explosion the County work release center has housed regular inmates and internally billed the County \$15 per day per inmate. Since these funds are not necessary to maintain the operations of the work release center. Most of the proceeds of these billings are not necessary to the operations of the center and result in a large accumulation of cash in that fund.

### **BUDGETARY IMPACT:**

This supplemental budget amendment reduces certain transfers from the General Fund and transfers the proceeds of billings at the work release center and consolidates these funds in the General Fund.

**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**

015sa223

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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, Escambia County has received funds from summer camp registrations, and these funds must now be recognized and appropriated,

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

General Fund	1		
Transportation Trust Fund	175		
Code Enforcement Fund	103		
Misdemeanor Probation Fund	114		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Transfers from the General Fund	175	381001	(1,000,000)
Transfers from the General Fund	103	381001	(400,000)
Residential Probation	114	349003	1,000,000
<b>Total</b>			<b>(400,000)</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Reserves	001/211101	59801	(1,000,000)
Reserves	103/290101	59801	(400,000)
Reserves	114/290301	59801	(200,000)
Transfers to the General Fund	114/290301	59101	1,200,000
<b>Total</b>			<b>(400,000)</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  
#223



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-8711

County Administrator's Report 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2015

Issue: Budget Amendment #225 - CRA Personnel and Rehab Grant Shortages

From: Stephan Hall, Interim Department Director

Organization: OMB

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning Budget Amendment #225 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #225, Community Redevelopment Agency (CRA) Fund (151), to provide funds to cover salaries associated with mowing rights-of-way, in the amount of \$38,200, in the Warrington, Brownsville, and Palafox CRA areas and expenses associated with the Residential Rehab Grant in Warrington for the remainder of the Fiscal Year.

### **BACKGROUND:**

Funds are needed to cover salaries associated with mowing and weed eating rights-of-ways in several of the CRA areas. These areas needed additional time spent this year causing a shortage of funds. Also, funds are needed to cover expenses associated with the residential rehab grant. There was an increase in the number of sewer expansions in the Warrington area.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 151 by \$38,200.

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

N/A

### **PERSONNEL:**

N/A

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

Board policy requires increases in personnel costs to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

BA# 225

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**Board of County Commissioners  
Escambia County  
Budget Amendment Request**

**Request Number  
# 225**

**Approval Authorities**

	<b>Date Rec.</b>	<b>Date Forward</b>	<b>Approved</b>	<b>Disapproved</b>
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

**Transfer From: Fund 151/Community Redevelopment Fund/CRA**  
**Fund/Department**

<b>Account Title</b>	<b>Project Number</b>	<b>Cost Center</b>	<b>Account Code</b>	<b>Amount</b>
Reserves		370114	59801	23,200
Improvements other than Buildings		370113	56301	5,000
Improvements other than Buildings		370115	56301	10,000
<b>Total</b>				<b>\$38,200</b>

**Transfer To: Fund 151/Community Redevelopment Fund/CRA**  
**Fund/Department**

<b>Account Title</b>	<b>Project Number</b>	<b>Cost Center</b>	<b>Account Code</b>	<b>Amount</b>
Salaries		370114	51201	5,200
Other Grants & Aids		370114	58301	18,000
Salaries		370113	51201	5,000
Salaries		370115	51201	10,000
<b>Total</b>				<b>\$38,200</b>

**Detailed Justification:**

Funds are needed to cover salaries and expenses for the remainder of the fiscal year. Fourteen temporary maintenance workers were hired for summer work within the County CRA TIF Districts (Warrington, Brownsville, Palafox). These CRA areas needed additional time spent in them causing a shortage of funds. Also, funds are needed to cover expenses associated with the residential rehab grant program. There was increase in the number of sewer expansions this year.

\_\_\_\_\_  
**OMB Analyst**

\_\_\_\_\_  
**Management and Budget Dept Director**

\_\_\_\_\_  
**Budget Manager**





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-8712

County Administrator's Report 11. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2015

Issue: Supplemental Budget Amendment #226 - 2015 FTA Grant  
FL90-X877-00

From: Stephan Hall, Interim Department Director

Organization: OMB

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #226 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #226, Mass Transit Fund (104) and FTA Capital Projects Fund (320), in the amount of \$2,037,383, to recognize proceeds from the Federal Transit Administration (FTA), and to appropriate these funds to be used for preventive maintenance costs, purchasing buses, and other capital items at Escambia County Area Transit System (ECAT).

### **BACKGROUND:**

On April 23, 2015, the BCC approved Escambia County Area Transit (ECAT) to receive grant funds for FTA Grant# FL90-X960. This grant was changed to FL90-X877-00, but the funding amount remained at \$2,037,383. If a match is required, Florida Department of Transportation (FDOT) has authorized the use of \$509,346 in toll revenue credits. These grant funds need to be recognized in this year's budget to be used for capital and operations.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 104 by \$933,738 and Fund 320 by \$1,103,645. If a match is required, FDOT has authorized the use of toll revenue credits.

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

N/A

### **PERSONNEL:**

N/A

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

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA# 226

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**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 County Budget.

WHEREAS, The Escambia County was awarded grant FL90-X877-00 from the Federal Transit Administration to be used for preventive maintenance costs, purchasing buses, and other capital items at ECAT, and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Mass Transit Fund	104		
FTA Capital Projects	320		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
2015 FTA104 FL90-X877-00	104	3314xx (new)	933,738
2015 FTA320 FL90-X877-00	320	3314xx (new)	1,103,645
<b>Total</b>			<b>2,037,383</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
ADA Paratransit Costs	104/211210	53405	203,738
Preventive Maintenance	104/211210	53407	730,000
Professional Services	320/211233 (new)	53101	258,653
Improvements other than Buildings	320/211233 (new)	56301	27,496
Machinery & Equipment	320/211233 (new)	56401	817,496
<b>Total</b>			<b>2,037,383</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

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

\_\_\_\_\_  
Steven Barry, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
# 226



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8642**

**County Administrator's Report 11. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Acceptance of the Donation of a Parcel of Real Property for the Beulah Zone Pond - Bell Ridge Pond Project

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property for the Beulah Zone Pond - Bell Ridge Pond Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property, located within Bell Ridge Forest Subdivision, from Richard R. Gibbs and Edna Marie Gibbs, for the Beulah Zone Pond - Bell Ridge Pond Project:

A. Accept the donation of a parcel of real property (approximately 1.36 acres), located within the Bell Ridge Forest Subdivision, from Richard R. Gibbs and Edna Marie Gibbs, for the Beulah Zone Pond - Bell Ridge Pond Project;

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, the Quit Claim Deed as of the day of delivery of the Quit Claim 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:**

Bell Ridge Forest Subdivision was platted in 1987, but the retention pond parcel was not dedicated to the public. The pond is a permitted stormwater pond that the county has been maintaining for years. It was originally conveyed to the county by Quit Claim Deed, but the grantor on that deed was Gibbs Development Company. According to Escambia County Property Appraiser records, the property should have been conveyed in the name of Richard and Edna Gibbs. That is why the property is currently being shown as owned under the name of Richard and Edna Gibbs. The best way to clear up the issue of title was to request that the Gibbs convey the pond parcel to the county in their name. Richard and Edna Gibbs have agreed to the donation of the pond parcel to the county by conveyance of a Quit Claim Deed.

Currently, this project is in design and Board approval is required for acceptance of the donated property.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Quit Claim Deed was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney, on July 15, 2015.

**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 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

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**Attachments**

[Quit Claim Deed](#)

[Parcel Information](#)

[Aerial View](#)

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This document was prepared by:  
Stephen G. West, Assistant County Attorney  
Office of the County Attorney  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 1<sup>st</sup> day of July 2015, between Richard R. Gibbs and Edna Marie Gibbs, husband and wife, whose address is 7945 Beulah Road, Pensacola, Florida 32526 (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, that 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, quit claim to Grantee and its successors and assigns forever the following described land in Escambia County, Florida:

Storm Water Retention Area Parcel A as shown on the plat of Bell Ridge Forest, a subdivision of a portion of Section 8, Township 1 South, Range 31 West, Escambia County, Florida, recorded in Plat Book 13 at pages 65 and 65A of the public records of Escambia County, Florida.

Parcel Identification Number: 08-1S-31-1103-000-010

THIS QUIT CLAIM DEED is conveyed to confirm Grantors' intent to include Storm Water Retention Area Parcel A with those areas dedicated to the public on the plat of Bell Ridge Forest recorded in Plat Book 13 at pages 65 and 65A, and as further provided in the Quit Claim Deed recorded in Official Record Book 2528 at page 204 and the Corrective Dedication and Confirmation of Title recorded in Official Record Book 2536 at page 908, all of the public records of Escambia County, Florida.

Signed in the presence of:

Witness Bernie W. Manning  
Print Name Bernie W. Manning

Witness Larry Goodman  
Print Name LARRY GOODMAN

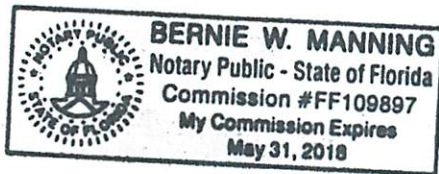
GRANTOR:

By: Richard R. Gibbs  
Richard R. Gibbs



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1 day of July 2015, by Richard R. Gibbs. He (☒) is personally known to me, or (☐) has produced current \_\_\_\_\_ as identification.



(Notary Seal)

Bernie W. Manning  
Signature of Notary Public

Bernie W. Manning  
Printed Name of Notary Public

Signed in the presence of :

Witness Bernie W. Manning  
Print Name Bernie W. Manning

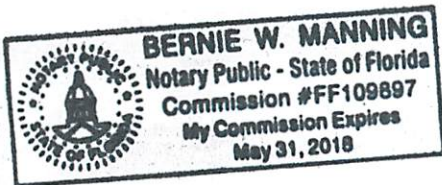
Witness Larry Goodwin  
Print Name LARRY GOODWIN

GRANTOR:

By: Edna Marie Gibbs  
Edna M. Gibbs  
Edna M. Gibbs

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1 day of July 2015, by Edna M. Gibbs. She (☒) is personally known to me, or (☐) has produced current \_\_\_\_\_ as identification.



(Notary Seal)

Bernie W. Manning  
Signature of Notary Public

Bernie W. Manning  
Printed Name of Notary Public



ACCEPTANCE

This Quitclaim Deed 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

This document approved as to form  
and legal sufficiency.

By

Title

Date

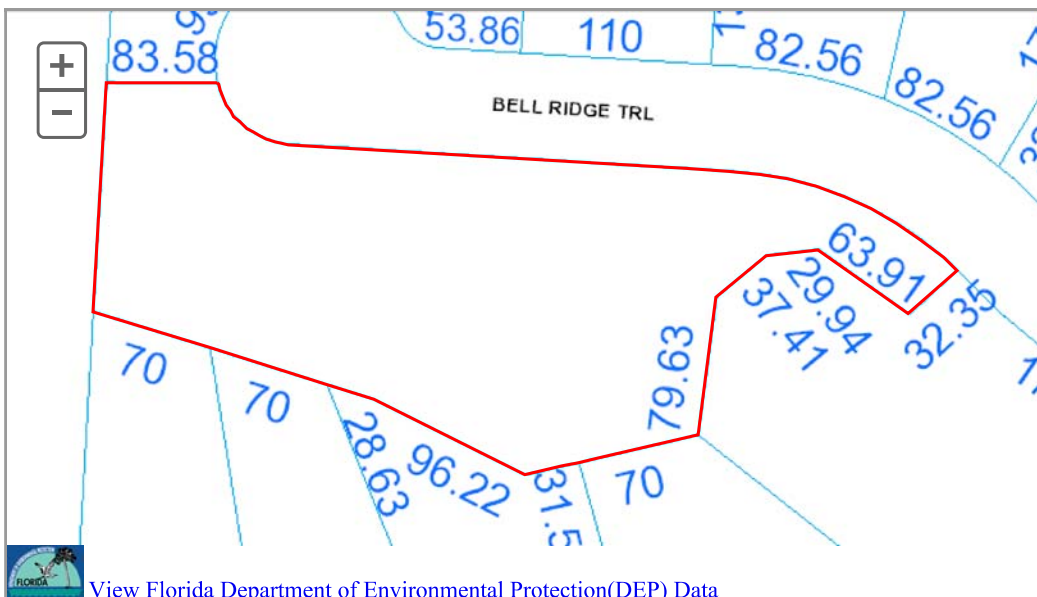
[Signature]  
Asst. County Attorney  
July 15, 2015

<b>General Information</b> <b>Reference:</b> 081S311103000010 <b>Account:</b> 090346370 <b>Owners:</b> GIBBS RICHARD R & EDNA MARIE <b>Mail:</b> 7945 BEULAH RD PENSACOLA, FL 325264253 <b>Situs:</b> BELL RIDGE TRL 32526 <b>Use Code:</b> SUBMERGED <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 <b>Total:</b> \$1 <u>Non-Homestead Cap:</u> \$1  <a href="#">Disclaimer</a>  <a href="#">Amendment 1/Portability Calculations</a>
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<b>Sales Data</b>  <b>Sale Date Book Page Value Type Official Records (New Window)</b> None Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	<b>2014 Certified Roll Exemptions</b> None  <b>Legal Description</b> PARCEL A BELL RIDGE FOREST PB 13 P 65 OR 2249 P 477/479 OR 2 536 P 908  <b>Extra Features</b> None
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**Parcel Information**
[Launch Interactive Map](#)
**Section Map Id:**  
[08-1S-31](#)
**Approx. Acreage:**  
 1.3600

**Zoned:**  
 R-R

**Evacuation & Flood Information**  
[Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)



BELL RIDGE FOREST S/D / PLAT BOOK 13 – PAGES 65 & 65A / POND PARCEL ISSUES



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 03/10/15 DISTRICT 1

POND PARCEL "A" AS IDENTIFIED PER PLAT





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8691**

**County Administrator's Report 11. 18.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Miscellaneous Drainage and Paving Projects

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Amending the Board's Action of April 9, 2015, Approving the Issuance of Blanket and/or Individual Purchase Orders in Excess of \$50,000 - "Miscellaneous Drainage/Paving Projects" for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action of April 9, 2015, approving the issuance of blanket and/or individual purchase orders in excess of \$50,000, for Fiscal Year 2014-2015 on CAR II "Budget/Finance," Item #29 "Miscellaneous Drainage/Paving Projects," for the Public Works Department 2014-2015, to add the following Vendor:

Infrastructure Specialty Services, Inc. (Vendor #420809)

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201/211602/211101; Fund 182-199, "Master Drainage Basin Funds", Cost Centers 210719-210736; Fund 352, "Local Option Sales Tax III", Cost Center 210107/350229; Fund 112, "Disaster Recovery Fund", Cost Centers 330490-330495]

### **BACKGROUND:**

Meeting in regular session on September 25, 2014, the Board approved issuance of purchase orders to J. Miller Construction, Perdido Grading and Paving, Chavers Construction, and Green Procedures for a not-to-exceed amount of \$500,000 for FY 2014-2015.

Meeting in regular session on April 9, 2015, the Board approved adding the following vendors and increasing the yearly allotment from \$500,000 to \$1,500,000.

Warrington Utility and Excavation  
Allsouth Construction  
Gulf Marine Construction  
Green Energy

B&W Utilities  
SPB, Inc.  
Biles Constructon

The Public Works Department requests that an additional small local business vendor be added to this request so that we can continue procuring contracts for construction projects under \$50,000 until reaching a threshold of \$1.5M for this fiscal year. This efficient procurement process for small construction contracts has been instrumental for the Public Works Department to procure 51 construction contracts identified for Federal Emergency Management Agency (FEMA) reimbursement.

The Department will continue with its current procedure of requesting three quotes for each project as required by the "Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts" for these small construction projects. Upon receipt of the quotes, the lowest responsive bidder will be selected and all responses and supporting documentation will be sent to the Office of Purchasing for purchase order processing.

The Department is continuing to use Contract PD 10-11.065 "Drainage and Paving Pricing Agreement" for projects over \$50,000 and under \$350,000. When Pricing Agreement vendors are not interested in accepting a project, the Department has been and will continue to proceed with a formal bid.

**BUDGETARY IMPACT:**

Funds are available as follows: Fund 175, "Transportation Trust Fund" Cost Center 211201/211602/211101; Fund 182-199, "Master Drainage Basin Funds" Cost Centers 210719-210736; Fund 352, "Local Option Sales Tax III", Cost Center 210107/350229; Fund 112, "Disaster Recovery Fund", Cost Centers 330490-330495.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Purchasing Ordinance specifies that any purchases over \$50,000 require Board approval.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Board Actions



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Issuance of Purchase Orders ►

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 4-0, with Commissioner Barry abstaining (*and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), amending the Board's action of September 25, 2014, approving the issuance of blanket and/or individual Purchase Orders in excess of \$50,000 for Fiscal Year 2014-2015, on CAR II, "Budget/Finance," #36, Item #17, "Miscellaneous Drainage/Paving Projects," for the Public Works Department 2014-2015, to add the following Vendor and increase the yearly allotment from \$500,000 to \$1,500,000 (Funding Source: Fund 175, Transportation Trust Fund, Cost Centes 211201/211602/211101; Funds 182-199, Master Drainage Basin Funds, Cost Centers 210719-210736; Fund 352, Local Option Sales Tax III, Cost Centers 210107/350229; Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495): Brown Construction Company (Vendor #026101)

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried unanimously, amending the Board's action of September 25, 2014, approving the issuance of blanket and/or individual Purchase Orders in excess of \$50,000 for Fiscal Year 2014-2015, on CAR II, "Budget/Finance," #36, Item #17, "Miscellaneous Drainage/Paving Projects," for the Public Works Department 2014-2015, to add the following Vendors and increase the yearly allotment from \$500,000 to \$1,500,000 (Funding Source: Fund 175, Transportation Trust Fund, Cost Centes 211201/211602/211101; Funds 182-199, Master Drainage Basin Funds, Cost Centers 210719-210736; Fund 352, Local Option Sales Tax III, Cost Centers 210107/350229; Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495):

Warrington Utility and Excavation, Inc. (Vendor #420622)  
Allsouth Construction (Vendor #420550)  
Gulf Marine Construction (Vendor #072896)  
Green Energy (Vendor Number Being Set Up)  
B&W Utilities (Vendor Number Being Set Up)  
SBP, Inc. (Vendor #190026)  
Biles Construction (Vendor Number Being Set Up)



RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2014-2015, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as follows, for the Public Works Department; the issuance of these Purchase Orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County:

**Engineering (Includes Traffic and Transportation Operations Division)**

	<b>Contractor</b>	<b>Amount</b>	<b>Contract #</b>	<b>Vendor #</b>
1.	Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	11211
2.	CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	030050
3.	Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/ 211101 Funds 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 Fund 112, "Disaster Recovery Fund"	\$1,000,000	PD 12-13.049	070606
4.	Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112, "Disaster Recovery Fund"	\$500,000	PD 11-12.035	023818

(Continued on Page 45)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

**Engineering (includes Traffic and Transportation Operations Division) – Continued**

	<b>Contractor</b>	<b>Amount</b>	<b>Contract #</b>	<b>Vendor #</b>
5.	General Drainage and Paving Agreement Paving and Drainage Projects Fund 352, Cost Center 210107/350229 Fund 181, Cost Center 210719-210736 Fund 112, "Disaster Recovery Fund" a. Panhandle Grading and Paving, Inc. b. Roads, Inc. of NWF c. APAC d. Utility Services, Inc. e. Gulf Atlantic f. Heaton Brothers	    \$4,000,000 \$4,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	PD 10-11.065	    160114 182328 13641 211593 843895 081314
6.	Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/ 211101 Funds 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 Fund 112, "Disaster Recovery Fund"	\$1,000,000	PD 13-14.084	072898
7.	Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/ 211101 Funds 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 Fund 112, "Disaster Recovery Fund"	\$500,000	PD 13-14.085	072898

(Continued on Page 46)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

**Engineering (Includes Traffic and Transportation Operations Division) – Continued**

	Contractor	Amount	Contract #	Vendor #
8.	<p>Award Purchase Orders in excess of \$50,000 to the following vendors for Bridge Renovations:</p> <p>Fund 175, Cost Center 211201/211602/211101</p> <p>Funds 182-199, Cost Centers 210719-210736</p> <p>Fund 352, Cost Center 210107</p> <p>Fund 112, "Disaster Recovery Fund"</p> <p>a. <u>Material Vendors:</u></p> <p>American Concrete Supply</p> <p>Ferguson Enterprises, Inc.</p> <p>Martin Marietta Materials</p> <p>USA Ready Mix dba Block USA</p> <p>Bell Steel Co., Inc.</p> <p>Southeastern Pipe and Precast, Inc.</p> <p>Oldcastle Precast, Inc.</p> <p>Midway Lumber</p> <p>A-1 Lumber</p> <p>Gulf Coast Traffic Engineers</p> <p>Coast Line Striping</p> <p>b. <u>Continuing Professional Services - Bridge Work; Construction Contractors:</u></p> <p>DKE Marine</p> <p>Davis Marine</p> <p>Gulf Coast Construction</p> <p>Infrastructure Specialty Services</p>			<p>11899</p> <p>60880</p> <p>131502</p> <p>23799</p> <p>22699</p> <p>193791</p> <p>150129</p> <p>New Vendor</p> <p>New Vendor</p> <p>072898</p> <p>033766</p> <p>040206</p> <p>040386</p> <p>New Vendor</p> <p>New Vendor</p>

(Continued on Page 47)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

**Engineering (includes Traffic and Transportation Operations Division) – Continued**

	<b>Contractor</b>	<b>Amount</b>	<b>Contract #</b>	<b>Vendor #</b>
8.	c. <u>Continuing Professional Services -</u> <u>Bridge Work, Engineers:</u> Thompson Engineering, Inc. DRMP, Inc. Jerry W. McGuire & Associates Hatch Mott MacDonald FL Volkert, Inc. American Consulting Engineers Sigma Consulting Group			201604 042846 131968 081206 220584 012081 192991
	d. <u>Bridge Program Technical Consulting:</u> Hatch Mott McDonald, LLC			081206

(Continued on Page 48)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

**Engineering (includes Traffic and Transportation Operations Division) – Continued**

	<b>Contractor</b>	<b>Amount</b>	<b>Contract #</b>	<b>Vendor #</b>
9.	<u>Real Estate Services</u>	\$100,000	n/a	
	Accu Title Agency			New
	Advance Title and Escrow			New
	Attorney's Title Insurance Fund Inc			014616
	Attorney's Title Funds Service LLC			041613
	Chicago Title Insurance Co			032916
	Citizens Title Group			New
	Destination Title Services			040923
	Emerald Coast Title			New
	Escarosa Land Research			050874
	Esquire Title Research			051913
	First American Title Insurance Co			TO024443
	Gulf Coast Title Agency			072785
	Jubilee Title & Escrow			New
	Old Town Title of Pensacola			150166
	Partnership Title Co			160307
	Reliable Land Title Corp			181837
	Resort and Luxury Title Company			182017
	Southern Gauranty Title Co			196304
	Surety Land Title of Florida			New
	Ticor Title Insurance			New
	Title Solutions			New
	Westcor Land Title Insurance Co			
	<u>Property Appraisals</u>	\$100,000	n/a	
	Brantley and Associates			410028
	Asmar Appraisal Company			014139
	G. Daniel Green and Associates+B136			025977
	Presley/McKinney & Associates			164987
	Amy Denise Richardson			New

(Continued on Page 49)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

**Engineering (includes Traffic and Transportation Operations Division) – Continued**

	<b>Contractor</b>	<b>Amount</b>	<b>Contract #</b>	<b>Vendor #</b>
10.	Roads, Inc. of NWF OGCM Roads Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/ 211101 Fund 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107	\$775,000	PD 13-14.006	183238
11.	Vendor to be determined (based on quotes) Bus Shelters Concrete Work Fund 175, Cost Center 211201/211602/ 211101 Funds 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 NOTE: Purchase Orders (PO) are issued for \$30,000-40,000 increments; each PO will require 4 quotes from vendors (small contractors/DBE vendors)	\$150,000	n/a	
12.	Traffic Calming Devices Fund 175, Cost Center 211201/211602/ 211101 Fund 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107			

(Continued on Page 50)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

**Engineering (Includes Traffic and Transportation Operations Division) – Continued**

	<b>Contractor</b>	<b>Amount</b>	<b>Contract #</b>	<b>Vendor #</b>
13.	Cutler Repaving, Inc. Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/ 211101 Fund 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107	\$750,000	n/a	035849
14.	First Transit Transit Management Agreement Fund 104, Cost Centers 320401 and 350404	\$500,000	n/a	
15.	Ingram Signalization Street and Navigational Lights Fund 175, Cost Center 211201/211602/ 211101 Fund 182-199, Cost Centers 210719- 210736 Fund 352, Cost Center 210107 Fund 167, Cost Center 140302	\$750,000	PD 12-13.048	070606

(Continued on Page 51)



RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

**Engineering (includes Traffic and Transportation Operations Division) – Continued**

	<b>Contractor</b>	<b>Amount</b>	<b>Contract #</b>	<b>Vendor #</b>
16.	Vendor to be determined (based on quotes) Bus Shelters Amenities Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 NOTE: Purchase Orders are issued for \$30,000-40,000 increments; each PO will require 3 quotes from vendors (small contractors/DBE vendors)	\$250,000	n/a	
17.	J. Miller Construction Perdido Grading and Paving Chavers Construction Green Procedures Miscellaneous Drainage/Paving Projects Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112, "Disaster Recovery Fund"	\$500,000	n/a	133404 163396 032335 072184

(Continued on Page 52)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

**Road Department and Fleet Maintenance/Fuel Distribution**

	<b>Contractor</b>	<b>Amount</b>	<b>Contract #</b>	<b>Vendor #</b>
18.	Mid South Paving Road Construction Materials Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		133305
19.	Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		060880
20.	American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		011899
21.	Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$150,000		220810
22.	A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$110,000	760-000-10-1 State Contract	010105
23.	Automotive Truck & Industrial Parts ATI-NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		015006

(Continued on Page 53)

RESUME OF THE REGULAR BCC MEETING -- Continued

COUNTY ADMINISTRATOR'S REPORT -- Continued

II. BUDGET/FINANCE CONSENT AGENDA -- Continued

36. Continued...

**Road Department and Fleet Maintenance/Fuel Distribution -- Continued**

	<b>Contractor</b>	<b>Amount</b>	<b>Contract #</b>	<b>Vendor #</b>
24.	Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		022300
25.	Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		202301
26.	Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		201639
27.	Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000	863-000-10-1 BCC approved State Contract	410406
28.	Cougar Oil, Inc., d/b/a Southern Energy Company, Inc. Gasoline and Diesel Fuel Fund 501, Cost Center 210407 (Fuel Distribution)	\$6,500,000	PD 13-14.083	034871
29.	R. K. Allen Oil/grease and lubricant Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000	PD 13-14.083	011470

(Continued on Page 54)

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Continued...

**Road Department and Fleet Maintenance/Fuel Distribution – Continued**

	<b>Contractor</b>	<b>Amount</b>	<b>Contract #</b>	<b>Vendor #</b>
30.	Panhandle Grading and Paving Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		160114
31.	American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		11899
32.	Arcadia Culvert Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		013789
33.	Roads, Inc. of NWF Asphalt Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		182328
34.	Woerner Landscape Source, Inc. Sod Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		233840
35.	Suncoast Infrastructure, Inc. Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		159854

**Approved 5-0**



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

AI-6805

County Administrator's Report 10. 36.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/25/2014

Issue: Approval to Issue Fiscal Year 2014-2015 Purchase Orders in Excess  
of \$50,000

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

Organization: Public Works

CAO Approval:

A handwritten signature in black ink, appearing to read "Joy D. Blackmon", is written over the "CAO Approval:" label.

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**RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders  
in Excess of \$50,000 for the Public Works Department - Joy D. Blackmon, P.E., Public  
Works Department Director

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

The issuance of these Purchase Orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

**BACKGROUND:**

The Public Works Department has purchase orders that may exceed \$50,000 over the course of a fiscal year.

The issuance of these purchase orders during the first week of October 2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

**BUDGETARY IMPACT:**

Funding for the afore-mentioned Purchase Orders is available in various accounts and divisions.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

CAR 11-36

CAR 11-29

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N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

POs in Excess of \$50K

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**B.C.C. Meeting 09/25/2014**  
**PUBLIC WORKS DEPARTMENT**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015**

**Engineering (includes Traffic and Transportation Operations Division)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
1. Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	11211
2. CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	030050
3. Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$1,000,000	PD 12-13.049	070606
4. Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 11-12.035	023818
5. General Drainage and Paving Agreement Paving and Drainage Projects Fund 352, Cost Center 210107/350229 Fund 181, Cost Center 210719-210736 Fund 112 "Disaster Recovery Fund"		PD 10-11.065	
a. Panhandle Grading and Paving, Inc.	\$4,000,000		160114
b. Roads, Inc. of NWF	\$4,000,000		182328
c. APAC	\$1,000,000		13641
d. Utility Services, Inc.	\$1,000,000		211593
e. Gulf Atlantic	\$1,000,000		843895
f. Heaton Brothers	\$1,000,000		081314
6. Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$1,000,000	PD 13-14.084	072898
7. Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 13-14.085	072898

**Engineering (includes Traffic and Transportation Operations Division)**



B.C.C. Meeting 09/25/2014  
PUBLIC WORKS DEPARTMENT  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
8. Award Purchase Orders in excess of \$50K to the following vendors for Bridge Renovations:			
Fund 175, Cost Center 211201/211602/211101			
Funds 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
Fund 112 "Disaster Recovery Fund"			
a. <u>Material Vendors:</u>			
American Concrete Supply			11899
Ferguson Enterprises, Inc.			60880
Martin Marietta Materials			131502
USA Ready Mix dba Block USA			23799
Bell Steel Co., Inc.			22699
Southeastern Pipe and Precast, Inc.			193791
Oldcastle Precast, Inc.			150129
Midway Lumber			New Vendor
A-1 Lumber			New Vendor
Gulf Coast Traffic Engineers			072898
Coast Line Striping			033766
b. <u>Continuing Professional Services - Bridge Work: Construction Contractors:</u>			
DKE Marine			040206
Davis Marine			040386
Gulf Coast Construction			New Vendor
Infrastructure Speciality Services			New Vendor
c. <u>Continuing Professional Services - Bridge Work, Engineers:</u>			
Thompson Engineering, Inc.			201604
DRMP, Inc.			042846
Jerry W. McGuire & Associates			131968
Hatch Mott MacDonald FL			081206
Volkert, Inc.			220584
American Consulting Engineers			012081
Sigma Consulting Group			192991
d. <u>Bridge Program Technical Consulting</u>			
Hatch Mott McDonald, LLC			081206

B.C.C. Meeting 09/25/2014  
PUBLIC WORKS DEPARTMENT  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015

Engineering (includes Traffic and Transportation Operations Division)

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
9. <u>Real Estate Services</u>	\$100,000	n/a	
Accu Title Agency			New
Advance Title and Escrow			New
Attorney's Title Insurance Fund Inc			014616
Attorney's Title Funds Service LLC			041613
Chicago Title Insurance Co			032916
Citizens Title Group			New
Destination Title Services			040923
Emeral Coast Title			New
Escarosa Land Research			050874
Esquire Title Research			051913
First American Title Insurance Co			TO024443
Gulf Coast Title Agency			072785
Jubilee Title & Escrow			New
Old Town Title of Pensacola			150166
Partnership Title Co			160307
Reliable Land Title Corp			181837
Resort and Luxury Title Company			182017
Southern Gauranty Title Co			196304
Surety Land Title of Florida			New
Ticor Title Insurance			New
Title Solutions			New
Westcor Land Title Insurance Co			
<u>Property Appraisals</u>	\$100,000	n/a	
Brantley and Associates			410028
Asmar Appraisal Company			014139
G. Daniel Green and Associates+B136			025977
Presley/McKinney & Associates			164987
Amy Denise Richardson			New
10. Roads, Inc. of NWF	\$775,000	PD 13-14.006	183238
OGCM Roads			
Hot In Place Resurfacing			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
11. <u>Alfred Watson Construction</u>	\$250,000	n/a	011322
<u>Vendor to be Determined (based on quotes)</u>	<u>\$150,000</u>		
Bus Shelters Concrete Work			
Fund 175, Cost Center 211201/211602/211101			
Funds 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
<u>NOTE: Purchase Orders are issued for \$30-40K increments</u>			
<u>Each PO will require 4 quotes from vendors (small contractors/</u>			
<u>DBE vendors)</u>			

Contractor Amount Contract # Vendor #

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Revised Backup  
CAR II-36  
09-25-2014 BCC

B.C.C. Meeting 09/25/2014  
PUBLIC WORKS DEPARTMENT  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015

Engineering (includes Traffic and Transportation Operations Division)

- |  |           |              |  |                                      |
|--|-----------|--------------|--|--------------------------------------|
| 12. Traffic Calming Devices<br>Fund 175, Cost Center 211201/211602/211101<br>Fund 182-199, Cost Centers 210719-210736<br>Fund 352, Cost Center 210107  |           |              |  |                                      |
| 13. Cutler Repaving, Inc.<br>Hot In Place Resurfacing<br>Fund 175, Cost Center 211201/211602/211101<br>Fund 182-199, Cost Centers 210719-210736<br>Fund 352, Cost Center 210107  | \$750,000 | n/a          |  | 035849                               |
| 14. First Transit<br>Transit Management Agreement<br>Fund 104, Cost Centers 320401 and 350404  | \$500,000 | n/a          |  |                                      |
| 15. Ingram Signalization<br>Street and Navigational Lights<br>Fund 175, Cost Center 211201/211602/211101<br>Fund 182-199, Cost Centers 210719-210736<br>Fund 352, Cost Center 210107<br>Fund 167, Cost Center 140302   | \$750,000 | PD 12-13.048 |  | 070606                               |
| 16. Alternative Power Systems<br><u>Vendor to be Determined (based on quotes)</u><br><u>Bus Shelters Amenities</u><br>Fund 175, Cost Center 211201/211602/211101<br>Funds 182-199, Cost Centers 210719-210736<br>Fund 352, Cost Center 210107<br><u>NOTE: Purchase Orders are issued for \$30-40K increments</u><br><u>Each PO will require 3 quotes from vendors (small contractors/</u><br><u>DBE vendors)</u> | \$250,000 | n/a          |  | 011624                               |
| 17. J. Miller Construction<br>Perdido Grading and Paving<br>Chavers Construction<br>Green Procedures<br>Miscellaneous Drainage/Paving Projects<br>Fund 175, Cost Center 211201/211602/211101<br>Funds 182-199, Cost Centers 210719-210736<br>Fund 352, Cost Center 210107<br>Fund 112 "Disaster Recovery Fund"   | \$500,000 | n/a          |  | 133404<br>163396<br>032335<br>072184 |

**B.C.C. Meeting 09/25/2014**  
**PUBLIC WORKS DEPARTMENT**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
<b>Road Department &amp; Fleet Maintenance/Fuel Distribution</b>			
18. Mid South Paving Road Construction Materials Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 133305
19. Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 060880
20. American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 011899
21. Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$150,000		Vendor No. 220810
22. A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$110,000	760-000-10-1 State Contract	Vendor No. 010105
23. Automotive Truck & Industrial Parts ATI-NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 015006
24. Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 022300
25. Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 202301
26. Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 201639
27. Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000	863-000-10-1 BCC Approved State Contract	Vendor No. 410406

B.C.C. Meeting 09/25/2014  
**PUBLIC WORKS DEPARTMENT**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015**

**Road Department & Fleet Maintenance/Fuel Distribution**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
27. Cougar Oil, Inc., DBA Southern Energy Company, Inc. Gasoline and Diesel Fuel Fund 501, Cost Center 210407 (Fuel Distribution)	\$6,500,000	PD 13-14.083	Vendor No. 034871
28. R. K. Allen Oil/grease and lubricant Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000	PD 13-14.083	Vendor No. 011470
29. Panhandle Grading and Paving Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 160114
31. American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 11899
32. Arcadia Culvert Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 013789
33. Roads, Inc. of NWF Asphalt Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 182328
34. Woerner Landscape Source Inc. Sod Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 233840
35. Suncoast Infrastructure, Inc. Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 159854

**B.C.C. Meeting 09/25/2014**  
**PUBLIC WORKS DEPARTMENT**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015**

**Engineering (includes Traffic and Transportation Operations Division)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
1. Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	11211
2. CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$300,000	n/a	030050
3. Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$1,000,000	PD 12-13.049	070606
4. Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 11-12.035	023818
5. General Drainage and Paving Agreement Paving and Drainage Projects Fund 352, Cost Center 210107/350229 Fund 181, Cost Center 210719-210736 Fund 112 "Disaster Recovery Fund"		PD 10-11.065	
a. Panhandle Grading and Paving, Inc.	\$4,000,000		160114
b. Roads, Inc. of NWF	\$4,000,000		182328
c. APAC	\$1,000,000		13641
d. Utility Services, Inc.	\$1,000,000		211593
e. Gulf Atlantic	\$1,000,000		843895
f. Heaton Brothers	\$1,000,000		081314
6. Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$1,000,000	PD 13-14.084	072898
7. Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 13-14.085	072898

B.C.C. Meeting 09/25/2014  
PUBLIC WORKS DEPARTMENT  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015

Engineering (includes Traffic and Transportation Operations Division)

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
8. Award Purchase Orders in excess of \$50K to the following vendors for Bridge Renovations: Fund 175, Cost Center 211101/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"			
a. <u>Material Vendors:</u>			
American Concrete Supply			11899
Ferguson Enterprises, Inc.			60880
Martin Marietta Materials			131502
USA Ready Mix dba Block USA			23799
Bell Steel Co., Inc.			22699
Southeastern Pipe and Precast, Inc.			193791
Oldcastle Precast, Inc.			150129
Midway Lumber			New Vendor
A-1 Lumber			New Vendor
Gulf Coast Traffic Engineers			072898
Coast Line Striping			033766
b. <u>Continuing Professional Services - Bridge Work; Construction Contractors:</u>			
DKE Marine			040206
Davis Marine			040386
Gulf Coast Construction			New Vendor
Infrastructure Speciality Services			New Vendor
c. <u>Continuing Professional Services - Bridge Work, Engineers:</u>			
Thompson Engineering, Inc.			201604
DRMP, Inc.			042846
Jerry W. McGuire & Associates			131968
Hatch Mott MacDonald FL			081206
Volkert, Inc.			220584
American Consulting Engineers			012081
Sigma Consulting Group			192991
d. <u>Bridge Program Technical Consulting</u>			
Hatch Mott McDonald, LLC			081206



**B.C.C. Meeting 09/25/2014  
PUBLIC WORKS DEPARTMENT  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015**

**Engineering (includes Traffic and Transportation Operations Division)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
9. <u>Real Estate Services</u>	\$100,000	n/a	
Accu Title Agency			New
Advance Title and Escrow			New
Attorney's Title Insurance Fund Inc			014616
Attorney's Title Funds Service LLC			041613
Chicago Title Insurance Co			032916
Citizens Title Group			New
Destination Title Services			040923
Emeral Coast Title			New
Escarosa Land Research			050874
Esquire Title Research			051913
First American Title Insurance Co			TO024443
Gulf Coast Title Agency			072785
Jubilee Title & Escrow			New
Old Town Title of Pensacola			150166
Partnership Title Co			160307
Reliable Land Title Corp			181837
Resort and Luxury Title Company			182017
Southern Gauranty Title Co			196304
Surety Land Title of Florida			New
Ticor Title Insurance			New
Title Solutions			New
Westcor Land Title Insurance Co			
<u>Property Appraisals</u>	\$100,000	n/a	
Brantley and Associates			410028
Asmar Appraisal Company			014139
G. Daniel Green and Associates+B136			025977
Presley/McKinney & Associates			164987
Amy Denise Richardson			New
10. Roads, Inc. of NWF	\$775,000	PD 13-14.006	183238
OGCM Roads			
Hot In Place Resurfacing			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
11. Alfred Watson Construction	\$250,000	n/a	011322
Bus Shelters			
Fund 175, Cost Center 211201/211602/211101			
Funds 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			

B.C.C. Meeting 09/25/2014  
PUBLIC WORKS DEPARTMENT  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
<b>Engineering (includes Traffic and Transportation Operations Division)</b>			
12. Traffic Calming Devices Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107			
13. Cutler Repaving, Inc. Hot In Place Resurfacing Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$750,000	n/a	035849
14. First Transit Transit Management Agreement Fund 104, Cost Centers 320401 and 350404	\$500,000	n/a	
15. Ingram Signalization Street and Navigational Lights Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 167, Cost Center 140302	\$750,000	PD 12-13.048	070606
16. Alternative Power Systems Bus Shelters Fund 175, Cost Center 211201/211602/211101 Fund 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$250,000	n/a	011624
17. J. Miller Construction Perdido Grading and Paving Chavers Construction Green Procedures Miscellaneous Drainage/Paving Projects Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	\$500,000	n/a	133404 163396 032335 072184

B.C.C. Meeting 09/25/2014  
**PUBLIC WORKS DEPARTMENT**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
<b>Road Department &amp; Fleet Maintenance/Fuel Distribution</b>			
18. Mid South Paving Road Construction Materials Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 133305
19. Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Polyethylene Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 060880
20. American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 011899
21. Vulcan Signs Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$150,000		Vendor No. 220810
22. A-1 Small Engines Steadham Enterprises Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$110,000	760-000-10-1 State Contract	Vendor No. 010105
23. Automotive Truck & Industrial Parts ATI-NAPA Light & Heavy Equipment Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 015006
24. Beard Equipment Company Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 022300
25. Tractor & Equipment Co., Inc. Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 202301
26. Thompson Tractor Co., Inc. Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	\$100,000		Vendor No. 201639
27. Howell's Truck & Giant Tire Svc, Inc. Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance)	\$150,000	863-000-10-1 BCC Approved State Contract	Vendor No. 410406

B.C.C. Meeting 09/25/2014

**PUBLIC WORKS DEPARTMENT**

**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2014-2015**

**Road Department & Fleet Maintenance/Fuel Distribution**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
27. Cougar Oil, Inc., DBA Southern Energy Company, Inc. Gasoline and Diesel Fuel Fund 501, Cost Center 210407 (Fuel Distribution)	\$6,500,000	PD 13-14.083	Vendor No. 034871
28. R. K. Allen Oil/grease and lubricant Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000	PD 13-14.083	Vendor No. 011470
29. Panhandle Grading and Paving Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 160114
31. American Concrete Supply, Inc. Concrete Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 11899
32. Arcadia Culvert Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 013789
33. Roads, Inc. of NWF Asphalt Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000		Vendor No. 182328
34. Woerner Landscape Source Inc. Sod Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		Vendor No. 233840
35. Suncoast Infrastructure, Inc. Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		Vendor No. 159854

FUND	COST CENTER	ACCOUNT	DATE	ENCUMBRANC	VENDOR	ENCUMBRANCES	DESCRIPTION
112 - DISASTER RECOVERY	330493 - CAT D - APRIL 2014 FLOODS	54612	09/04/14	141698 -01	032335 CHAVERS CONSTRUC	\$ 39,708.00	CHIMNEY PINES
112 - DISASTER RECOVERY	330493 - CAT D - APRIL 2014 FLOODS	54612	02/19/15	150999 -01	032335 CHAVERS CONSTRUC	\$ 30,124.50	JONES CREEK
112 - DISASTER RECOVERY	330493 - CAT D - APRIL 2014 FLOODS	54612		Pending	032335 CHAVERS CONSTRUC	\$ 24,874.00	CREEKSIDE (BROWNSVILLE POND)
112 - DISASTER RECOVERY	330493 - CAT D - APRIL 2014 FLOODS	54612		Pending	032335 CHAVERS CONSTRUC	\$ 31,720.00	WINDHAM POND (BROWNSVILLE POND)
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	56301	08/05/14	141591 -01	077184 GREEN PROCEDURES	\$ 25,875.00	BUSH STREET
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	08/20/14	141659 -01	133404 J MILLER CONSTRU	\$ 49,992.02	LARAMIE DRIVE
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	08/19/14	141686 -01	133404 J MILLER CONSTRU	\$ 48,741.00	NEWCASTLE SD
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	09/17/14	141744 -01	133404 J MILLER CONSTRU	\$ 36,229.00	BUSH STREET/GREEN POND
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	12/05/14	150821 -01	133404 J MILLER CONSTRU	\$ 44,679.00	SAUFLEY PINES
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	02/10/15	150969 -01	133404 J MILLER CONSTRU	\$ 19,658.00	WATER OAKS
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	02/13/15	150989 -01	133404 J MILLER CONSTRU	\$ 24,608.00	ALBUQUERQUE/ATLANTA
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	02/13/15	150990 -01	133404 J MILLER CONSTRU	\$ 24,832.00	MEAS LANE
112 - DISASTER RECOVERY	330493 - CAT D - APRIL 2014 FLOODS	54612	03/10/15	151057 -01	133404 J MILLER CONSTRU	\$ 22,830.00	BEULAH POND
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	03/10/15	151058 -01	133404 J MILLER CONSTRU	\$ 22,875.00	KELLY POND
112 - DISASTER RECOVERY	330492 - CAT C - APRIL 2014 FLOODS	54612	05/09/15	151048 -01	*20550 MATTHEW T LEMON (ALLSOUTH	\$ 41,054.81	INNERARTY POND/SANCHEZ
					TOTAL	\$ 486,710.33	



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8775**

**County Administrator's Report 11. 19.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Recommendation Concerning Group Medical Insurance

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:**

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#### **RECOMMENDATION:**

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

That the Board take the following action regarding the County's Group Medical Insurance (PD 14-15.069, Group Medical Insurance):

A. Award a Contract to Florida Blue, for three years, from January 1, 2016, to December 31, 2018, to provide self-funded health insurance coverage in the form of plans Blue Option 1352, Blue Option 1552, Health Savings Account (HSA), and Blue Medicare PPO and Group Medicare Supplement Plan "F" for retirees that are Medicare-eligible.

B. Authorize the County Administrator and/or his designated person to negotiate the terms of the Contract to be approved by the Board on a later date.

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

#### **BACKGROUND:**

On April 15, 2015, the Benefits Committee convened in an open meeting as required by law and were advised about the requirements of the Sunshine Laws and what the Benefits Committee could and could not do under the law. Aon Hewitt provided a draft questionnaire for the healthcare RFP and the Benefits Committee was presented the background about the RFP process and went through the questionnaire by section. On May 15, 2015, Aon Hewitt briefed the Benefits Committee on the differences between Fully versus Self-funded products. The Benefits Committee went through the recommended changes and advised Aon Hewitt to finalize the Request for Proposal (RFP) and asked the Office of Purchasing to solicit an RFP.

On July 10, 2015, proposals for both fully-insured and self-insured products were received from the following:

Florida Blue (Fully-Insured and Self-Insured)  
United Health Care (Fully-Insured and Self-Insured)

On August 7, 2015, Aon Hewitt provided an overview of proposals to the Benefits Committee. The Benefits Committee voted to recommend that the County go to a self-funded health insurance program and they requested further clarification from the vendors on self-funded premiums and confirmation on several questions.

On August 12, 2015, the Benefits Committee reconvened and Aon Hewitt provided the self-funded premium equivalents from both providers and the confirmation on the additional questions. The Benefits Committee voted to recommend awarding the Contract to Florida Blue under a self-funded platform.

**BUDGETARY IMPACT:**

Funds are available in Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501. Final funding will be provided to the Board upon completion of Contract negotiations.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This in accordance with Florida Statutes 112.09 and 112.0801.

**PERSONNEL:**

The Human Resources Department and all appointing authorities (payrolls) will have to make the appropriate adjustments to their payroll systems, HRIS (Human Resources Information System) and will work with Florida Blue to ensure changes are made in the respected systems.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

A Purchase Order will be the instrument utilized for making payment against the Contract once approved by the Board. The Human Resources Department will coordinate with Legal, the Office of Purchasing, and the other appointing authorities to ensure all changes are made.

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**Attachments**

BCC Executive Summary 080715

BCC Executive Summary 081215

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# Medical Marketing Executive Summary

**Escambia County Board of County Commissioners**

**August 7, 2015**

**AON**  
Empower Results®

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## MEDICAL Fully Insured

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- ▶ Network Access / GEO
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## MEDICAL Self-Funded

- ▶ ASO fees
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## STOP LOSS

- ▶ Executive Summary / Vendor Participant Summary
- ▶ Fees / Financial Comparison
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## PRESCRIPTION

- ▶ Network Access / GEO
- ▶ Specialty Drugs
- ▶ Financial Comparison

## MEDICARE

- ▶ Plan Design Comparison
- ▶ Financial Comparison

## Marketing Summary – Fully Insured

<b>Summary</b>	Escambia County Board of County Commission (EC BoCC) released a Request for Proposal on the Medical Program seeking bids on a fully insured basis.
<b>Florida Blue</b> (Blue Cross & Blue Shield of Florida)	Florida Blue quoted the same medical plans keeping the premiums static (no change).
<b>UnitedHealthcare</b> (UHC)	UHC provided a fully insured proposal that is 6.9% lower than current overall. Their quote assumed the current plan designs in place today with slightly lower Rx copayments than the current mid and low plan options (FL Blue Plans 1168/69 and 1552). These deviations are highlighted in the RFP Designs section.
<b>Humana</b>	Declined to Quote



# RFP Financials: Medical Plans – Fully Insured

		FL Blue	FL Blue	UnitedHealthcare
Low Plan	Lives	Current	Blue Options 1168/69	AHM7 Mod (Legacy INS 2016-HSA) Rx Plan 156&125 H.S.A.
Employee	105	\$460.81	\$460.81	\$495.62
Employee + Spouse	23	\$1,097.30	\$1,097.30	\$1,147.20
Employee + Child(ren)	16	\$987.71	\$987.71	\$1,117.82
Employee + Family	31	\$1,426.11	\$1,426.11	\$1,621.42
<b>Annual Total</b>	<b>175</b>	<b>\$1,603,629</b>	<b>\$1,603,629</b>	<b>\$1,758,898</b>
\$ Difference		n/a	\$0	\$155,269
% Difference		n/a	0.0%	9.7%
Mid Plan	Lives	Current	Blue Options 1352	AHLO Mod (Legacy INS 2016) Rx Plan 125
Employee	286	\$570.20	\$570.20	\$525.85
Employee + Spouse	67	\$1,321.37	\$1,321.37	\$1,217.17
Employee + Child(ren)	88	\$1,267.86	\$1,267.86	\$1,186.00
Employee + Family	180	\$1,824.28	\$1,824.28	\$1,720.32
<b>Annual Total</b>	<b>621</b>	<b>\$8,298,613</b>	<b>\$8,298,613</b>	<b>\$7,751,629</b>
\$ Difference		n/a	\$0	(\$546,984)
% Difference		n/a	0.0%	-6.6%
High Plan	Lives	Current	Blue Options 1552	AHL1 Mod (Legacy INS 2016) Rx Plan 125
Employee	432	\$619.71	\$619.71	\$558.50
Employee + Spouse	128	\$1,434.43	\$1,434.43	\$1,292.75
Employee + Child(ren)	71	\$1,397.69	\$1,397.69	\$1,259.64
Employee + Family	138	\$2,027.38	\$2,027.38	\$1,827.13
<b>Annual Total</b>	<b>769</b>	<b>\$9,964,034</b>	<b>\$9,964,034</b>	<b>\$8,979,869</b>
\$ Difference		n/a	\$0	(\$984,166)
% Difference		n/a	0.0%	-9.9%



## RFP Financials: Medical Plans – Fully Insured (*Continued*)

Combined Total	Lives	FL Blue	FL Blue	UnitedHealthcare
		Current	Proposal	Proposal
Low Plan	175	\$1,603,629	\$1,603,628.64	\$1,758,898.08
Mid Plan	621	\$8,298,613	\$8,298,612.84	\$7,751,629.08
High Plan	769	\$9,964,034	\$9,964,034.28	\$8,979,868.56
<b>Annual Total</b>	<b>1565</b>	<b>\$19,866,276</b>	<b>\$19,866,276</b>	<b>\$18,490,396</b>
<b>\$ Difference</b>		<b>n/a</b>	<b>\$0</b>	<b>(\$1,375,880)</b>
<b>% Difference</b>		<b>n/a</b>	<b>0.0%</b>	<b>-6.9%</b>

# Network Access – Medical Plans

Primary Care Physicians	BCBS Custom Network*	United Healthcare Choice Plus
<b>Access Standard</b>	<b>2 providers within 10 miles</b>	<b>2 providers within 10 miles</b>
Total number of Providers in network	484,729	703,112
Percentage Meeting Access Standard	97.2%	97.8%
Percentage NOT Meeting Access Standard	2.8%	2.2%
Employees NOT Meeting Access Standard	50	39
Average distance to 2 Providers - Employees without Access	12.5	12.4
Average distance to 1 Providers - Employees without Access	12.0	11.9
Specialists	BCBS Custom Network*	United Healthcare Choice Plus
<b>Access Standard</b>	<b>2 providers within 10 miles</b>	<b>2 providers within 10 miles</b>
Total number of Providers in network	1,301,262	1,701,985
Percentage Meeting Access Standard	88.4%	94.6%
Percentage <b>NOT</b> Meeting Access Standard	11.6%	5.4%
Employees <b>NOT</b> Meeting Access Standard	206	96
Average distance to 2 Providers - Employees without Access	14.0	13.7
Average distance to 1 Providers - Employees without Access	13.1	12.7
Pediatricians	BCBS Custom Network*	United Healthcare Choice Plus
<b>Access Standard</b>	<b>2 providers within 10 miles</b>	<b>2 providers within 10 miles</b>
Total number of Providers in network	117,421	173,373
Percentage Meeting Access Standard	83.7%	90.9%
Percentage <b>NOT</b> Meeting Access Standard	16.3%	9.1%
Employees <b>NOT</b> Meeting Access Standard	290	162
Average distance to 2 Providers - Employees without Access	15.4	16.2
Average distance to 1 Providers - Employees without Access	13.0	12.6



## Network Access – Medical Plans (continued)

OB / GYN'S	BCBS Custom Network*	United Healthcare Choice Plus
<b>Access Standard</b>	<b>2 providers within 10 miles</b>	<b>2 providers within 10 miles</b>
Total number of Providers in network	89,284	116,449
Percentage Meeting Access Standard	82.4%	88.4%
Percentage <b>NOT</b> Meeting Access Standard	17.6%	11.6%
Employees <b>NOT</b> Meeting Access Standard	313	206
Average distance to 2 Providers - Employees without Access	15.6	13.8
Average distance to 1 Providers - Employees without Access	15.3	12.8
Hospitals	BCBS Custom Network*	United Healthcare Choice Plus
<b>Access Standard</b>	<b>1 provider within 15 miles</b>	<b>1 provider within 15 miles</b>
Total number of Providers in network	5,836	6,760
Percentage Meeting Access Standard	92.3%	92.8%
Percentage <b>NOT</b> Meeting Access Standard	7.7%	7.2%
Employees <b>NOT</b> Meeting Access Standard	137	128
Average distance to 1 Providers - Employees without Access	18.9	18.9



# Disruption Analysis – Medical Plans

## In-Network: Medical Providers

Category	United Healthcare
	Matches
Count of Records	2,160
Number of Unique Claimants	17,797
Number of Claims	47,349
Total Paid Claims	\$10,934,708

## Out-of-Network: Medical Providers

Category	United Healthcare
	Matches
Count of Records	151
Number of Unique Claimants	550
Number of Claims	2,470
Total Paid Claims	\$80,039

## Total: Medical Providers

Category	United Healthcare
	Matches
Count of Records	2,311
Number of Unique Claimants	18,347
Number of Claims	49,819
Total Paid Claims	\$11,014,747

# RFP Designs: Low Plan

## PPO 1168 (Individual)

Plan Benefits	Current FL Blue Plan		UnitedHealthcare	
	IN	OON	IN	OON
Annual Deductible - Individual	\$2,100	\$4,200	\$2,100	\$4,200
Annual Deductible - Family	N/A	N/A	\$4,200	\$8,400
Out-of-Pocket Limit - Individual	\$2,100	\$8,400	\$2,100	\$4,200
Out-of-Pocket Limit - Family	N/A	N/A	\$4,200	\$8,400
Coinsurance (plan pays)	0%	20%	0%	20%
<b>Physician Care Office Visits</b>				
PCP	DED	DED + 20% Coin	DED	DED + 20% Coin
Specialist	DED	DED + 20% Coin	DED	DED + 20% Coin
<b>Hospital Services</b>				
Inpatient Hospital	DED	DED + 20% Coin	DED	DED + 20% Coin
Outpatient Hospital	DED	DED + 20% Coin	DED	DED + 20% Coin
<b>Diagnostic X-ray/Lab Services</b>				
Independent Lab	DED	DED + 20% Coin	DED	DED + 20% Coin
Outpatient Facility	DED	DED + 20% Coin	DED	DED + 20% Coin
Major Diagnostics (CT, PET, MRI, MRA)	DED	DED + 20% Coin	DED	DED + 20% Coin
<b>Emergency Services</b>				
Emergency Room	DED	DED + 20% Coin	DED	DED + 20% Coin
Urgent Care	DED	DED + 20% Coin	DED	DED + 20% Coin
<b>Rx Retail (30 day supply)</b>				
Generic	DED	DED + 50% Coin	DED	DED + 20% Coin
Formulary	DED	DED + 50% Coin	DED	DED + 20% Coin
Non-Formulary	DED	DED + 50% Coin	DED	DED + 20% Coin
<b>Rx Mail Order (90 day supply)</b>				
Generic	DED	DED + 50% Coin	DED	DED + 20% Coin
Formulary	DED	DED + 50% Coin	DED	DED + 20% Coin
Non-Formulary	DED	DED + 50% Coin	DED	DED + 20% Coin



## RFP Designs: Low Plan (continued)

### PPO 1169 (Family)

Plan Benefits	Current FL Blue Plan		UnitedHealthcare	
	IN	OON	IN	OON
Annual Deductible - Individual	\$4,200	\$8,400	\$2,100	\$4,200
Annual Deductible - Family	\$4,200	\$8,400	\$4,200	\$8,400
Out-of-Pocket Limit - Individual	\$4,200	\$16,800	\$2,100	\$4,200
Out-of-Pocket Limit - Family	\$4,200	\$16,800	\$4,200	\$8,400
Coinsurance (plan pays)	0%	20%	0%	20%
<b>Physician Care Office Visits</b>				
PCP	DED	DED + 20% Coin	DED	DED + 20% Coin
Specialist	DED	DED + 20% Coin	DED	DED + 20% Coin
<b>Hospital Services</b>				
Inpatient Hospital	DED	DED + 20% Coin	DED	DED + 20% Coin
Outpatient Hospital	DED	DED + 20% Coin	DED	DED + 20% Coin
<b>Diagnostic X-ray/Lab Services</b>				
Independent Lab	DED	DED + 20% Coin	DED	DED + 20% Coin
Outpatient Facility	DED	DED + 20% Coin	DED	DED + 20% Coin
Major Diagnostics (CT, PET, MRI, MRA)	DED	DED + 20% Coin	DED	DED + 20% Coin
<b>Emergency Services</b>				
Emergency Room	DED	DED + 20% Coin	DED	DED + 20% Coin
Urgent Care	DED	DED + 20% Coin	DED	DED + 20% Coin
<b>Rx Retail (30 day supply)</b>				
Generic	DED	DED + 50% Coin	\$10	DED + 20% Coin
Formulary	DED	DED + 50% Coin	\$35	DED + 20% Coin
Non-Formulary	DED	DED + 50% Coin	\$60	DED + 20% Coin
<b>Rx Mail Order (90 day supply)</b>				
Generic	DED	DED + 50% Coin	\$25	DED + 20% Coin
Formulary	DED	DED + 50% Coin	\$88	DED + 20% Coin
Non-Formulary	DED	DED + 50% Coin	\$150	DED + 20% Coin



# RFP Designs: Mid Plan

## PPO 1552

## Current FL Blue Plan

## UnitedHealthcare

Plan Benefits	IN	OON	IN	OON
Annual Deductible - Individual	\$500	\$500	\$500	\$500
Annual Deductible - Family	\$1,500	\$1,500	\$1,500	\$1,500
Out-of-Pocket Limit - Individual	\$2,000	\$2,000	\$2,000	\$2,000
Out-of-Pocket Limit - Family	\$6,000	\$6,000	\$6,000	\$6,000
Coinsurance (plan pays)	20%	40%	20%	40%
<b>Physician Care Office Visits</b>				
PCP	\$15	DED + 40% Coin	\$15	DED + 40% Coin
Specialist	\$30	DED + 40% Coin	\$30	DED + 40% Coin
<b>Hospital Services</b>				
Inpatient Hospital	\$500 / \$1,000	DED + 40% Coin	\$500	DED + 40% Coin
Outpatient Hospital	\$150 / \$250	\$350	\$150	DED + 40% Coin
<b>Diagnostic X-ray/Lab Services</b>				
Independent Lab	\$0	DED + 40% Coin	\$0	DED + 40% Coin
Outpatient Facility	\$150 / \$250	\$350	\$0	DED + 40% Coin
Major Diagnostics (CT, PET, MRI, MRA)	\$100	DED + 40% Coin	\$100	DED + 40% Coin
<b>Emergency Services</b>				
Emergency Room	\$100 Copay + 20% Coin	\$100 Copay + 40% Coin	\$100	\$100
Urgent Care	\$30	DED + 40% Coin	\$30	DED + 40% Coin
<b>Rx Retail (30 day supply)</b>				
Generic	\$15	50% Coin	\$10	\$10*
Formulary	\$30	50% Coin	\$35	*\$35
Non-Formulary	\$50	50% Coin	\$60	\$60*
<b>Rx Mail Order (90 day supply)</b>				
Generic	\$40	50% Coin	\$25	\$25*
Formulary	\$75	50% Coin	\$87.50	\$87.50*
Non-Formulary	\$125	50% Coin	\$150	\$150*

\*Member pays the difference



# RFP Designs: High Plan

## PPO 1352

Plan Benefits	Current FL Blue Plan		UnitedHealthcare	
	IN	OON	IN	OON
Annual Deductible - Individual	\$750	\$750	\$750	\$750
Annual Deductible - Family	\$2,250	\$2,250	\$2,250	\$2,250
Out-of-Pocket Limit - Individual	\$3,000	\$3,000	\$3,000	\$3,000
Out-of-Pocket Limit - Family	\$9,000	\$9,000	\$9,000	\$9,000
Coinsurance (plan pays)	20%	40%	20%	40%
<b>Physician Care Office Visits</b>				
PCP	\$20	DED + 40% Coin	\$20	DED + 40% Coin
Specialist	DED + 20% Coin	DED + 40% Coin	DED + 20% Coin	DED + 40% Coin
<b>Hospital Services</b>				
Inpatient Hospital	\$750 / \$1,250	DED + 40% Coin	\$750	DED + 40% Coin
Outpatient Hospital	\$150 / \$250	\$350	\$150	DED + 40% Coin
<b>Diagnostic X-ray/Lab Services</b>				
Independent Lab	\$0	DED + 40% Coin	\$0	DED + 40% Coin
Outpatient Facility	\$150 / \$251	\$350	\$0	DED + 40% Coin
Major Diagnostics (CT, PET, MRI, MRA)	\$100	DED + 40% Coin	\$100	DED + 40% Coin
<b>Emergency Services</b>				
Emergency Room	\$100 Copay + 20% Coin	\$100 Copay + 40% Coin	\$100	\$100
Urgent Care	DED + 20% Coin	DED + 40% Coin	DED + 20% Coin	DED + 40% Coin
<b>Rx Retail (30 day supply)</b>				
Generic	\$15	50% Coin	\$10	\$10*
Formulary	\$30	50% Coin	\$35	*\$35
Non-Formulary	\$50	50% Coin	\$60	\$60*
<b>Rx Mail Order (90 day supply)</b>				
Generic	\$40	50% Coin	\$25	\$25*
Formulary	\$75	50% Coin	\$87.50	\$87.50*
Non-Formulary	\$125	50% Coin	\$150	\$150*

\*Member pays the difference



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## STOP LOSS

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- ▶ Fees / Financial Comparison
- ▶ Proposal Assumptions and Conditions

## PRESCRIPTION

- ▶ Network Access / GEO
- ▶ Specialty Drugs
- ▶ Financial Comparison

## MEDICARE

- ▶ Plan Design Comparison
- ▶ Financial Comparison

# Self-Funded Financial Summary

	FL Blue		UnitedHealthcare
<b>Administration Fees</b>			
	\$45.95	Choice	\$35.04
Total Subscribers (employees)	1565	Choice + HSA	\$37.34
<b>Composite Fee PEPM</b>	<b>\$45.95</b>		<b>\$35.29</b>
<b>Individual Stop Loss</b>			
ILS Total Employees	1565		1565
ISL Deductible	\$250,000		\$250,000
ISL Liability Limit	Unlimited		Unlimited
ISL Contract Basis	12/15		12/15
ISL Includes Retirees	Yes		Yes
ISL Includes Medicare Retirees	No		No
Lasered Claimants	No		No
<b>ISL Rate PEPM</b>	<b>\$27.21 single / \$72.71 Family</b>		<b>\$47.04 Composite</b>
<b>Aggregate Stop Loss</b>			
ASL Total employees	1565		1565
ASL Corridor	125%		125%
ASL Liability Limit	\$1,000,000		\$1,000,000
ASL Contract Basis	12/15		12/12
ASL Include Medicare Retirees	No		No
ASL Includes Rx	Yes		Yes
<b>ASL Rate PEPM</b>	<b>\$2.20</b>		<b>\$2.88</b>
<b>TOTAL FIXED COST PEPM</b>	<b>\$96.94</b>		<b>\$85.21</b>
Monthly Fixed Cost	\$151,711		\$133,354
<b>Annual Fixed Cost</b>	<b>\$1,820,533</b>		<b>\$1,600,244</b>
Expected Claims PEPM			\$719.65
<b>Annual Expected Claims*</b>			<b>\$13,515,027</b>
Aggregate Attachment Factor PEPM	<b>\$645.13 Single / \$1,548.32 family</b>		<b>\$899.57</b>
Projected Mo. Aggregate Liability	\$1,679,795		\$1,407,827
<b>Projected Annual Aggregate Attachment Point</b>	<b>\$20,157,545</b>		<b>\$16,893,925</b>
<b>Annual Expected Plan Cost**</b>	<b>\$17,089,163</b>		<b>\$15,115,271</b>

\* UHC's estimated 2016 claims expected plan costs are on an immature basis (incurred and paid in 12 months)

\*\* FL Blue's annual expected plan costs based on 2016 proposed premium equivalents 14





# RFP Financials: Medical Plans – Self Funded Premium Equivalents

		FL Blue	FL Blue	UnitedHealthcare
Low Plan	Lives	Current	Blue Options 1168/69	AHM7 Mod (Legacy INS 2016-HSA) Rx Plan 156&125 H.S.A.
Employee	105	\$460.81	\$402.66	TBD
Employee + Spouse	23	\$1,097.30	\$958.84	
Employee + Child(ren)	16	\$987.71	\$863.08	
Employee + Family	31	\$1,426.11	\$1,246.16	
<b>Annual Total</b>	<b>175</b>	<b>\$1,603,629</b>	<b>\$1,401,274</b>	<b>\$0</b>
<b>\$ Difference</b>		n/a	(\$202,354)	
<b>% Difference</b>		n/a	-12.6%	
Mid Plan	Lives	Current	Blue Options 1352	AHLO Mod (Legacy INS 2016) Rx Plan 125
Employee	286	\$570.20	\$500.22	TBD
Employee + Spouse	67	\$1,321.37	\$1,191.15	
Employee + Child(ren)	88	\$1,267.86	\$1,072.18	
Employee + Family	180	\$1,824.28	\$1,548.63	
<b>Annual Total</b>	<b>621</b>	<b>\$8,298,613</b>	<b>\$7,151,703</b>	<b>\$0</b>
<b>\$ Difference</b>		n/a	(\$1,146,910)	
<b>% Difference</b>		n/a	-13.8%	
High Plan	Lives	Current	Blue Options 1552	AHL1 Mod (Legacy INS 2016) Rx Plan 125
Employee	432	\$619.71	\$540.55	TBD
Employee + Spouse	128	\$1,434.43	\$1,287.18	
Employee + Child(ren)	71	\$1,397.69	\$1,158.62	
Employee + Family	138	\$2,027.38	\$1,672.89	
<b>Annual Total</b>	<b>769</b>	<b>\$9,964,034</b>	<b>\$8,536,770</b>	<b>\$0</b>
<b>\$ Difference</b>		n/a	(\$1,427,265)	
<b>% Difference</b>		n/a	-14.3%	

## RFP Financials: Medical Plans – Self Funded Premium Equivalents

Combined Total	Lives	FL Blue	FL Blue	UnitedHealthcare
		Current	Proposal	Proposal
Low Plan	175	\$1,603,629	\$1,401,274.32	\$0.00
Mid Plan	621	\$8,298,613	\$7,151,702.52	\$0.00
High Plan	769	\$9,964,034	\$8,536,769.76	\$0.00
<b>Annual Total</b>	<b>1565</b>	<b>\$19,866,276</b>	<b>\$17,089,747</b>	<b>\$0</b>
<b>\$ Difference</b>		<b>n/a</b>	<b>(\$2,776,529)</b>	
<b>% Difference</b>		<b>n/a</b>	<b>-14.0%</b>	

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<u>PRESCRIPTION</u>	<ul style="list-style-type: none"><li>▶ Network Access / GEO</li><li>▶ Specialty Drugs</li><li>▶ Financial Comparison</li></ul>
<u>MEDICARE</u>	<ul style="list-style-type: none"><li>▶ Plan Design Comparison</li><li>▶ Financial Comparison</li></ul>

## Marketing Summary – Self-Funded Stop Loss

<b>Summary</b>	Aggregate and Specific stop loss quotes were requested in conjunction with the self-funded proposal. Both include claims for medical and Rx. Specific stop loss was quoted at a \$250,000 deductible on a 12/15 basis. Specific maximum reimbursement was requested at unlimited annual and lifetime. Aggregate stop loss annual maximum reimbursement is \$1,000,000.
<b>Quoted</b>	Quotes were received from FL Blue and UHC. Humana declined to quote. Rates were requested net of commissions.
<b>Vendor Participant Summary</b>	FL Blue– incumbent Fully Insured carrier quoted UHC – quoted Humana – declined to quote .



# Specific Stop Loss – Proposal Assumptions

## Stop Loss Plan

	FL Blue	UHC
<b>General Information Stop Loss</b>		
Laser Included?	None	None
<b>Specific Stop Loss</b>		
Specific Stop Loss Deductible	\$250,000	\$250,000
Contract Terms	12 / 15	12 / 15
Specific Annual Maximum	Unlimited	Unlimited
Specific Lifetime Maximum	Unlimited	Unlimited
Advanced funding	Yes	<b>No</b>
Included Coverages	Medical, Rx	Medical, Rx
Actively at Work is Waived	Waived pending disclosure	Waived pending disclosure



# \$250,000 Specific Stop Loss Rates

## Stop Loss Plan - Rates

<b>\$250,000 Specific Deductible - PEPM</b>	<b>FL Blue</b>	<b>UnitedHealthcare</b>
EE - 823 EEs	\$27.21	
EE + Family - 742 EEs	\$72.71	
Composite - 1565 EEs		\$47.04
<b>Annual \$250,000 Specific Deductible Premium</b>	<b>\$917,008</b>	<b>\$883,411</b>
<b>\$ Difference from FL Blue</b>		<b>(\$33,597)</b>
<b>% Difference from FL Blue</b>		<b>-3.70%</b>



# Aggregate Stop Loss – Proposal Assumptions

Stop Loss Plan		FL Blue	UnitedHealthcare
<b>Benefit Plan Maximum</b>			
Annual		Unlimited	Unlimited
Lifetime		Unlimited	Unlimited
<b>Aggregate Stop Loss</b>			
Aggregate Corridor		125%	125%
Contract Terms		12/15	12/12 (incurred and paid in 12 months)
Aggregate Annual Maximum Reimbursement		\$1,000,000	\$1,000,000
Advanced Funding		Yes	Yes
Included Coverages		Medical, Rx	Medical, Rx
Actively at Work is Waived		Waived pending disclosure	Waived pending disclosure
<b>Aggregate Attachment Factors</b>			
	Employee only	\$645.13	
	Family	\$1,548.32	
	Composite		\$899.57
<b>Aggregate Annual Attachment Point</b>		<b>\$20,157,545</b>	<b>\$16,893,925 (immature)</b>



# Aggregate Stop Loss Rates

## Stop Loss Plan - Rates

Aggregate Stop Loss at 125% - PEPM	FL Blue	UHC
Composite - 1565 EEs	\$2.20	\$2.88
	\$41,316	\$54,086
Annual Aggregate Premium		
		\$12,770
\$ Difference from FL Blue		
		30.9%
% Difference from FL Blue		



## Proposal Assumptions and Conditions – General Notes

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- Quotes cover all claims that are covered by the medical plan as long as the claim is eligible to be paid under the plan document.
- Lifetime and Annual Maximums are inclusive of the deductible.
- Actively at work waived upon review and acceptance of the signed Disclosure Statement.
- Quotes are based on current quoted plan designs.
- It is important to note that if benefits covered under the stop loss are extended for disability or severance the plan document (SPD) must contain such language.
- Retirees are included.
- Proposal analysis based on 742 Single lives and 843 Family lives or 1565 total employees.
- The Stop Loss policies do not have reimbursement limitations or restrictions on nervous/mental and substance abuse claims.
- A fully completed application and Disclosure statement must be received, reviewed and accepted.
- Both carriers reserve the right to re-rate in the event enrollment materially changes



## Proposal Assumptions and Conditions – FL Blue

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- FL Blue provides immediate reimbursement (advanced funding) for both Specific and Aggregate.
- FL Blue did not quote terminal reserve liability option (run out).
- Specific stop loss quote was not firm with all underwriting complete (including Medical review), potentially subject to change.
- FL Blue quoted specific stop loss rates and deductibles by tier (employee only and Family).



## Proposal Assumptions and Conditions - UHC

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- UHC provided the aggregate stop loss on a immature (paid) basis (incurred and paid within 12 months), FL Blue provided on mature basis.
- Specific stop loss quote is firm (not subject to medical review).
- UHC did not quote advanced funding of specific stop loss (i.e. the plan is reimbursed at the end of the year for claims above the specific stop loss deductible of \$250,000).
- UHC quoted specific stop loss on a composite rate (cost per employee regardless of tier) while FL Blue quoted by tier.
- UHC also provided alternative specific stop loss quotes at deductibles of \$275,000 and \$300,000



# Factors Impacting Stop Loss Rates

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- **Historical and Current Large Claims** - minimum of three years of data
- **Current, ongoing claims** – expectation of future loss
- **Leveraged trend** – impact of keeping current stop loss level each year as medical trend increases
- **Billed to manual relationship** – carrier's manual rates adjusted for client specific experience
- **Incidence of large claims compared to norm** – how does employer compare to other employers of same size
- **Demographics (age/gender)** – generally used if above average however no impact to renewal
- **Profitability of book of business (national & regional level)** – can impact carrier manual rates
- **Industry Codes** – underwriting loads for higher utilizing groups such as hospital or high risk groups
- **Underlying medical products/networks** –assumption UR and case management are included
- **Health Care Reform** – The Patient Protection and Affordable Care Act has mandated unlimited lifetime maximums for all Health Care Plans.



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# Prescription

Pharmacy Financial	Florida Blue	UHC
<b>Combined Discount Guarantee</b>		
Retail Brand, Average Wholesale Price (AWP) less	16.25%	16%
Retail Generic - 30 Day, AWP less	75%	72%
Mail at Retail Brand - 90 Day, AWP less	18.97%	N/A
Mail at Retail Generic - 90 Day, AWP less	84.35%	N/A
Mail Order Brand, AWP less	16.25%	22%
Mail Order Generic, AWP less	75%	75%
The Guarantee Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.		
<b>Dispensing Fees</b>		
Retail Brand	\$0.95	\$1.35
Retail Generic	\$1.00	\$1.35
Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		

*Florida Blue has offered 3 years of guarantees with incremental increases year over year.*





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<u>MEDICARE</u>	<ul style="list-style-type: none"><li>▶ Plan Design Comparison</li><li>▶ Financial Comparison</li></ul>

# RFP Designs: Medicare - Medical

## Medical

Plan Benefits	FL Blue		UnitedHealthcare	
	IN	OON	IN	OON
Annual Deductible - Individual	\$0	\$1,000	\$0	\$0
Annual Deductible - Family	N/A	N/A	N/A	N/A
Out-of-Pocket Limit - Individual	\$1,000	\$3,000	\$1,000	\$1,000
Out-of-Pocket Limit - Family	N/A	N/A	N/A	N/A
Coinsurance (plan pays)		20%		
<b>Physician Care Office Visits</b>				
PCP	\$10	DED + 20% Coin	\$10	\$10
Specialist	\$30	DED + 20% Coin	\$20	\$20
<b>Hospital Services</b>				
Inpatient Hospital	\$150/day x 7 then 100%	DED + 20% Coin	\$100 per admit	\$100 per admit
Outpatient Hospital	\$150	DED + 20% Coin	\$50	\$50
Inpatient MH / SA	\$200/day x 7 then \$0 for 8-90	DED + 20% Coin	\$100 per admit	\$100 per admit
Outpatient MH / SA	\$35	DED + 20% Coin	\$10 for group visit / \$20 for individual visit	\$10 for group visit / \$20 for individual visit
Ambulatory Surgery Center	\$100	DED + 20% Coin	\$50	\$50
<b>Diagnostic X-ray/Lab Services</b>				
Independent Lab	\$0	DED + 20% Coin	\$10	\$10
Outpatient Facility	\$15	DED + 20% Coin	\$50	\$50
Major Diagnostics (CT, PET, MRI, MRA)	Office \$125 / Outpatient Hospital \$150	DED + 20% Coin	\$20	\$20
<b>Emergency Services</b>				
Emergency Room	\$50	\$50	\$65	\$65



# RFP Designs: Medicare - Rx

## Medicare Group Rx

	FL Blue	UnitedHealthcare
Premium	Included with PPO1 Plan	Part of the MAPD plan
Deductible	\$75 for Brand Drugs Only	\$0
<b>Rx Retail (30 day supply)</b>		
Tier 1 - Preferred Generic	\$15	\$10
Tier 2 - Non-Preferred Generics	\$15	\$30
Tier 3 - Preferred Brand	\$45	\$45
Tier 4 - Non-Preferred Brand	\$85	\$60
Tier 5 - Specialty Drugs	25%	N/A
<b>Rx Mail Order (90 day supply)</b>		
Tier 1 - Preferred Generic	\$8	\$20
Tier 2 - Non-Preferred Generics	\$8	\$60
Tier 3 - Preferred Brand	\$135	\$90
Tier 4 - Non-Preferred Brand	\$255	\$120
Tier 5 - Specialty Drugs	25%	N/A
<b>Formulary Type</b>	Added Coverage for selected CMS excluded drugs. Generic & multi-source brand prescription drugs will be covered for the following categories: Cough Cold	Proposed Formulary H. Covers 100% of Part D Eligible Drugs in four Tiers. All Generic Drugs are in Tier 1 and all Brand Drugs are in Tiers 2-4. Proposed Bonus drug list U includes the majority of non-eligible prescription drugs. Over the counter drugs are not covered.
<b>Gap</b>		
Tier 1 - Preferred Generic	\$15	\$10
Tier 2 - Non-Preferred Generics	\$15	\$30
Tier 3 - Preferred Brand	\$45	\$45
Tier 4 - Non-Preferred Brand	\$85	\$60
Tier 5 - Specialty Drugs	25%	N/A
<b>Catastrophic</b>	Greater of \$2.55 or 5% / Greater of \$6.35 or 5%	Greater of \$2.95 or 5% / Greater of \$7.40 or 5%



# Medicare – Financials

## Medicare Advantage

### Post-65 Retirees

	BCBS		UHC
	Current		Proposed
	Lives	Rates	Rates
Medicare Advantage	24	\$316.82	\$127.23
Medicare Rx Supplement	28	\$98.15	\$162.54
<b>Annual Total</b>	<b>52</b>	<b>\$124,223</b>	<b>\$91,256</b>
<b>\$ Difference</b>			<b>(\$32,967)</b>
<b>% Difference</b>			<b>-26.5%</b>

*Florida Blue 2016 Medicare Advantage rates will not be available until October 2015*



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# Performance Guarantees



# Performance Guarantees

Service Level Measures	Florida Blue			UHC		
	Goals	Amount at Risk for ASO Fee	Amount at Risk for Fully Insured	Goals	Amount at Risk for ASO Fee	Amount at Risk for Fully Insured
<b>Abandon Rate</b>						
Number of calls that reach the call center and are placed in queue but do not reach the final destination because the caller hangs up before a representative becomes available.	≤5%	2%	\$15,000	2.00% Gradients are 2.01%-2.50% 2.51%-3.00% 3.01%-3.50% 3.51%-4.00% Greater than 4.00%	\$1,060 \$2,120 \$3,180 \$4,240 \$5,300	Not Provided
<b>Average ACD Phone Queue Time</b>						
Actual length of time a member waits to speak with a customer service associate after all ACD options have been chosen.	≤30 seconds	2%	\$15,000	30 seconds or less Gradients are 32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds	\$1,060 \$2,120 \$3,180 \$4,240 \$5,300	Not Provided
<b>Blockage Rate</b>						
Percentage of calls blocked during business hours.	≤8%	2%	\$15,000		Not Provided	Not Provided
<b>Call Quality Score</b>		Not Provided	Not Provide	93.00% Gradients are 92.99%-91.00% 90.99%-89.00% 88.99%-87.00% 86.99%-85.00% Below 85.00%	\$1,060 \$2,120 \$3,180 \$4,240 \$5,300	Not Provided
<b>Enrollment Timeliness</b>						
Percentage of ID cards mailed by effective date of coverage.	≥99% Provided enrollment is received within 30 days of the effective date	2%	\$15,000	99% Provided enrollment is received within 10 business days and passes quality assurance check	\$5,300	Not Provided



## Performance Guarantees (Continued)

Service Level Measures	Florida Blue			UHC		
	Goals	Amount at Risk for ASO Fee	Amount at Risk for Fully Insured	Goals	Amount at Risk for ASO Fee	Amount at Risk for Fully Insured
<b>Claims Processing Timeliness</b>						
Percentage of provider and subscriber claims processed	≥97% Processed within 30 calendar days	2%	\$15,000	94.00% in ten business days Gradients are 94.00% within 11 business days 94.00% within 12 business days 94.00% within 13 business days 94.00% within 14 business days 94.00% within 15 or more business days	\$1,060 \$2,120 \$3,180 \$4,240 \$5,300	Not Provided
<b>Claims Processing Accuracy</b>						
Percentage of claims processed accurately.	≥97%	2%	\$15,000	97.00% Gradients are 96.99%-96.50% 96.49%-96.00% 95.99%-95.50% 95.49%-95.00% Below 95.00%	\$1,060 \$2,120 \$3,180 \$4,240 \$5,300	Not Provided
<b>Claims Dollar Accuracy</b>						
Percentage of claim dollars paid accurately.	≥98%	2%	\$15,000	99.00% Gradients are 98.99%-98.50% 98.49%-98.00% 97.99%-97.50% 97.49%-97.00% Below 97.00%	\$1,060 \$2,120 \$3,180 \$4,240 \$5,300	Not Provided
<b>Claimant &amp; Key Customer Overall Satisfaction</b>		Not Provided	Not Provide	80% satisfaction score based on % responding: Completely Satisfied, Very Satisfied and Somewhat Satisfied	\$2,650	Not Provided
<b>Inquiry Timeliness</b>						
Percentage of inquiries finalize within 7 days	<90%	2%	\$15,000		Not Provided	Not Provided





## Proposal Recap – FL Blue

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- Continue to provide onsite support
- Access to the Florida Blue Retail Center and Clinic
- Current estimated 2013 and 2014 (out of a 3 year contract) Pro Share payout of \$2.4 million. This payout will apply even if the County moved to self funded through FL Blue
- Increases Pro Share to 100% with a 2015 retrospective gain. The 100% Gain Share will remain in place for the remaining contract period of 2016-2018 as long as the County does not cancel or issues a market bid. This increased Pro Share will apply even if the County decided to go self-funded under Florida Blue.
- \$100,000 Wellness Fund under the Fully-insured contract or \$75,000 Wellness Fund under the Self-funded contract
- \$50,000 Implementation Credit



## Proposal Recap - UHC

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- Fully Insured rates 6.9% (approximately \$1.4 million) lower than current rates with slightly lower Rx copays for low and mid level options. Based on 1565 enrolled.
- Offering a 1 month premium holiday, with an estimated value \$1.54 million (fully insured)
- Total fully insured combined savings from current would be approximately \$3 million
- \$100,000 Wellness Fund budget under the Fully-insured contract or \$35,000 under a Self-funded contract for the County to use at their discretion
- Simply Engaged Wellness Program valued at \$537,000, which includes the following:
  - Onsite Biometric Screenings
  - Telephonic and Online Coaching
  - Gift Card Incentive Program
    - Members can receive up to \$200, a maximum of \$400 per family
    - Completion of Biometric Screenings
    - Completion of Health Assessment
    - Gym Membership Reimbursement
    - Completion of Telephonic Coaching
    - Completion of Online Action Plan
    - Completion of myHealthcare Estimator via [www.myuhc.com](http://www.myuhc.com)
- Multi-year guarantee
- Full service COBRA administration
- \$70,000 audit/implementation credit



# Contents

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## Appendix

- ▶ Transparency & Disclosure (Financial Ratings)
- ▶ Transparency & Disclosure (Commissions Disclosure)
- ▶ Questionnaires – Separate handout

## Transparency & Disclosure - Vendor Financial Ratings Exhibit

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- ▶ Aon Hewitt does not guarantee the financial stability or claims-paying ability of the vendors analyzed in RFPs/bids or renewals. It is Aon Hewitt's policy to obtain rating bureau information about existing and potential vendors, and to communicate that information, along with Aon Hewitt's own Market Security authorization status, to clients at the point of bid or renewal. We recommend that our clients rely on these published financial ratings along with their analysis of benefits, rates, quality, and customer service in selecting a quality, well-rated vendor.
- ▶ Published financial ratings are not available for vendors included in this report with a notation of "not rated". Not all health care or managed care providers, EAPs, TPAs, and other entities are evaluated by rating agencies; therefore, Aon Hewitt cannot provide you with information on their financial or claims payment ability. Aon Hewitt obtains financial ratings for vendors from A.M. Best and Standard and Poor's; if these companies have not assigned ratings to a particular vendor, ratings from Fitch or Moody's (if available) will be used.
- ▶ Aon Hewitt and/or its affiliates may from time to time maintain contractual relationships with the insurers, which may be recommended as potential markets, or with whom your coverage may ultimately be placed. Further details concerning Aon Hewitt's relationship with insurance carriers can be found at <http://www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship.jsp>

# Transparency & Disclosure - Vendor Financial Ratings Exhibit

	A.M. Best: Rating Status	Standard & Poors: Rating Status
Florida Blue	A+g	A+
UnitedHealthcare	Ag	AA

**Please Note:** Aon Hewitt's Market Security Department reviews insurance carriers in order to determine their financial stability based upon several criteria, including ratings by industry-recognized financial ratings agencies. If a carrier is chosen who does not meet Aon Hewitt's Market Security standards or who has not been reviewed, a letter will be sent around the time of binding indicating the status as not authorized.



# Transparency & Disclosure - Vendor Financial Ratings Exhibit (Rating and Modifiers)

	A.M. BEST	STANDARD & POOR'S	MOODY'S	FITCH
Rating	Indicates a company's relative financial strength and its ability to meet its contractual obligations.	Indicates a company's capacity to meet insurance policy obligations.	Indicates a company's relative financial strength and ability to meet policy-owner obligations and claims.	Indicates a company's ability to pay claims on a timely basis, based on long-term solvency and ability to maintain adequate liquidity and includes evaluation of company's asset and liability management practices.
Modifiers	<p>Ratings may be modified by + or - signs to show relative standing of insurer in rating categories A through C.</p> <p>Ratings modifiers are assigned to identify companies whose rating opinions are Under review (u) and may be subject to near-term change; or Qualified (q), which may be assigned to HMOs whose ratings are based solely on quantitative analysis. Affiliation codes are based on Group (g), Pooling (p) or Reinsurance (r) affiliation with other insurers. In addition, there are Not Rated Categories and Financial Size Categories.</p>	<p>Ratings may be modified by + or - signs to show relative standing of insurer in rating categories AA through CCC.</p> <p>'pi' Ratings, denoted with a 'pi' subscript, are Insurer Financial Strength Ratings based on an analysis of an insurer's published financial information and additional information in the public domain. They do not reflect in-depth meetings with an insurer's management and are therefore based on less comprehensive information than ratings without a 'pi' subscript.</p>	<p>1. Company ranks in higher end of its generic rating category.</p> <p>2. Mid-range ranking.</p> <p>3. Lower-end ranking.</p>	<p>Ratings may be modified by + or - signs to show relative standing of insurer in rating categories AA through B.</p>

## Transparency & Disclosure - Vendor Financial Ratings (Scale)

A.M. BEST		STANDARD & POOR'S		MOODY'S		FITCH	
Secure		Secure		Secure		AAA	Exceptionally Strong
A++, A+	Superior	AAA	Extremely Strong	Aaa	Exceptional	AA	Very Strong
A, A-	Excellent	AA	Very Strong	Aa	Excellent	A	Strong
B++, B+	Very Good	A	Strong	A	Good	BBB	Good
Vulnerable		BBB	Good	Baa	Adequate	BB	Moderately Weak
B, B-	Fair	Vulnerable		Vulnerable		B	Weak
C++, C+	Marginal	BB	Marginal	Ba	Questionable	CCC, CC, C	Very Weak
C, C-	Weak	B	Weak	B	Poor	DDD, DD, D	Distressed
D	Poor	CCC	Very weak	Caa	Very poor		
E	Under regulatory supervision	R	Regulation supervision	Ca	Extremely poor		
F	In liquidation	NR	Not rated	C	Lowest		
S	Rating Suspended						





# **Medical Marketing Executive Summary**

**Escambia County Board of County Commissioners**

**August 12, 2015**

**AON**  
Empower Results®

## Table of Contents

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### MEDICAL Self-Funded

- ▶ ASO fees
- ▶ Financial Comparison

### STOP LOSS

- ▶ Proposal Assumptions and Conditions



# Self-Funded Financial Summary Administrative Fee Comparison

		FL Blue	UHC
		Initial Contract Period	Initial Contract Period
PEPM Basis		January 1, 2016 - December 31, 2018	January 1, 2016 - December 31, 2017
· Implementation fees		Included	Not Applicable
· Administrative Service Fee for claims processing		Included	\$26.27
· Network Access		Included	Included
· Utilization Review		Included	Included
· Disease Management		Included	Included
· Mental Health/Substance Abuse		Included	\$3.05
· Student Status/Disability Verification		Included	Included
· Claims Fiduciary		\$1.00 pepm	\$1.00 pepm
· Subrogation		Included	33.33% of Gross Recovery
· Eligibility Reporting to Carriers (if applicable)		Included	Included
· Standard Reporting		Included	Included
· Summary Plan Descriptions (SPDs)		Included	Included
· COBRA Administration		Included	\$0.55
· HIPAA Administration		Included	Included
· Smoking Cessation		Included	\$0.41
· Stop Loss Interface / Integration		Additional \$0.60 if Stop Loss carved out	Included
· Rx Administration Fee		Included	Included
· \$100,000 Wellness Initiatives		See below Assumptions 1	See Below
· Wellness/Preimplementation/Implementation Audit Allowance		\$50,000 (1 Lump Sum)	\$1.73
· Audit Rights Credit		See below Assumptions 2	\$3.45
· Other (please list) -			\$0.79
· Other (please list)			
<b>Total</b>		<b>\$46.95</b>	<b>\$37.25</b>
Assumptions		Comments	Comments
1	\$75,000 for year one, \$50,000 each for years two and three		
2	\$25,000 for year one, \$25,000 each for years two and three		



\* UHC's estimated 2016 claims expected plan costs are on an immature basis (incurred and paid in 12 months)

\*\* FL Blue's annual expected plan costs based on 2016 proposed premium equivalents 3



# Self-Funded Financial Summary Administrative Fee Comparison

		FL Blue	UHC
		Initial Contract Period	Initial Contract Period
Other fees (if applicable)			
· ID card printing and mailing fees		Included	Included
· Add EC BoCC logo to ID card		Included	Included
· ID card replacement fee		Included	No Charge
· Fees for standard communication materials		Included	Included @ 110% of Enrollment
· Fees for non-English communication materials		Included	Included @ 110% of Enrollment
· Fees for custom communication materials		Included	TBD
· Ad hoc reporting fees		Included	\$500 per hour
· Customized reporting fees		TBD	\$500 per hour
· Member communications pertaining to vendor transition		Included	Standard UHC Communications are included
· Fees to assist with development of customized communication/education materials		TBD	Standard UHC Communications are included
· Fees for preparation and attendance of 25 benefit fairs		Included for Florida Blue participation	Included
· Fee for distribution of open enrollment materials		Included as currently provided	Included
· Runout fees associated with contract termination		15% of claims	2 Months of administrative fee for 6 months of claims processing
· Fees for Internal/external audits including hospital bill audits of claims greater than \$15,000		Included	31% of Savings
· Medical necessity and coverage denial determination fees		Included	Included
· Fees for integration of services with any prescription drug, data management, or other M-DCPS vendor		Additional \$0.75 pepm	We have quoted assuming a carve PBM.
· Fee for exchanging data with other vendors		TBD based on volume	Depends on the vendor, can discuss cost upon being selected as finalist.
· Interest rate charged for late wire transfers		Daily charge of .00038 of the overdue payment	12.50%
· Member portal customization		TBD	Not available
· Customized Summary Plan Description (SPDs)		TBD	Included
· SPD Amendments		TBD	We provide 2 annual SPD Amendments
· Customized Summary of Benefits and Coverage (SBCs)		TBD	\$1,000 per custom SBC.
· Other (please list)			See financial exhibit



\* UHC's estimated 2016 claims expected plan costs are on an immature basis (incurred and paid in 12 months)

\*\* FL Blue's annual expected plan costs based on 2016 proposed premium equivalents 4



## Self-Funded Financial Summary Administrative Fee Comparison

		FL Blue	UHC
		Initial Contract Period	Initial Contract Period
· Back case programs/discounts		Included	Included in Care Coordination Program
· Cancer		Included	Included in Care Coordination Program
· Chronic care programs		Included	Included in Care Coordination Program
· Congestive heart failure		Included	Included in Care Coordination Program
· Diabetes		Included	Included in Care Coordination Program
· Depression		Included	Included in Care Coordination Program
· Heart disease		Included	Included in Care Coordination Program
· Hypertension		Included	Included in Care Coordination Program
· Low back pain/injury		Included	Included in Care Coordination Program
· Lung conditions (except asthma)		Included	Included in Care Coordination Program
· Muscle or joint		Included	Included in Care Coordination Program
· Neonatal intensive care		Included	Included in Care Coordination Program
· Patient management		Included	Included in Care Coordination Program
· Prenatal		Included	Included in Care Coordination Program
· Rheumatoid arthritis		Included	Included in Care Coordination Program
· Other Case Management Programs (Please list)			



\* UHC's estimated 2016 claims expected plan costs are on an immature basis (incurred and paid in 12 months)

\*\* FL Blue's annual expected plan costs based on 2016 proposed premium equivalents 5



## RFP Financials: Medical Plans – Self Funded Premium Equivalents

Low Plan	Lives	FL Blue	FL Blue	UnitedHealthcare
		Current	Blue Options 1168/69	AHM7 Mod (Legacy INS 2016-HSA) Rx Plan 156&125 H.S.A.
Employee	105	\$460.81	\$402.66	\$456.95
Employee + Spouse	23	\$1,097.30	\$958.84	\$1,057.68
Employee + Child(ren)	16	\$987.71	\$863.08	\$1,030.59
Employee + Family	31	\$1,426.11	\$1,246.16	\$1,494.90
<b>Annual Total</b>	<b>175</b>	<b>\$1,603,629</b>	<b>\$1,401,274</b>	<b>\$1,621,653</b>
<b>\$ Difference</b>		<b>n/a</b>	<b>(\$202,354)</b>	<b>\$18,024</b>
<b>% Difference</b>		<b>n/a</b>	<b>-12.6%</b>	<b>+1.1%</b>
Mid Plan	Lives	Current	Blue Options 1352	AHLO Mod (Legacy INS 2016) Rx Plan 125
Employee	286	\$570.20	\$500.22	\$484.82
Employee + Spouse	67	\$1,321.37	\$1,191.15	\$1,122.19
Employee + Child(ren)	88	\$1,267.86	\$1,072.18	\$1,093.45
Employee + Family	180	\$1,824.28	\$1,548.63	\$1,586.08
<b>Annual Total</b>	<b>621</b>	<b>\$8,298,613</b>	<b>\$7,151,703</b>	<b>\$7,146,759</b>
<b>\$ Difference</b>		<b>n/a</b>	<b>(\$1,146,910)</b>	<b>(\$1,151,854)</b>
<b>% Difference</b>		<b>n/a</b>	<b>-13.8%</b>	<b>-13.9%</b>
High Plan	Lives	Current	Blue Options 1552	AHL1 Mod (Legacy INS 2016) Rx Plan 125
Employee	432	\$619.71	\$540.55	\$514.92
Employee + Spouse	128	\$1,434.43	\$1,287.18	\$1,191.87
Employee + Child(ren)	71	\$1,397.69	\$1,158.62	\$1,161.35
Employee + Family	138	\$2,027.38	\$1,672.89	\$1,684.55
<b>Annual Total</b>	<b>769</b>	<b>\$9,964,034</b>	<b>\$8,536,770</b>	<b>\$8,279,143</b>
<b>\$ Difference</b>		<b>n/a</b>	<b>(\$1,427,265)</b>	<b>(\$1,684,891)</b>
<b>% Difference</b>		<b>n/a</b>	<b>-14.3%</b>	<b>-16.9%</b>



## RFP Financials: Medical Plans – Self Funded Premium Equivalents

Combined Total	Lives	FL Blue	FL Blue	UnitedHealthcare
		Current	Proposal	Proposal
Low Plan	175	\$1,603,629	\$1,401,274.32	\$1,621,653
Mid Plan	621	\$8,298,613	\$7,151,702.52	\$7,146,759
High Plan	769	\$9,964,034	\$8,536,769.76	\$8,279,143
<b>Annual Total</b>	<b>1565</b>	<b>\$19,866,276</b>	<b>\$17,089,747</b>	<b>\$17,047,554</b>
<b>\$ Difference</b>		<b>n/a</b>	<b>(\$2,776,529)</b>	<b>(\$2,818,722)</b>
<b>% Difference</b>		<b>n/a</b>	<b>-14.0%</b>	<b>-14.2%</b>





## Stop Loss Proposal Assumptions and Conditions – General Notes

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- Quotes cover all claims that are covered by the medical plan as long as the claim is eligible to be paid under the plan document.
- Lifetime and Annual Maximums are inclusive of the deductible.
- Actively at work waived upon review and acceptance of the signed Disclosure Statement.
- Quotes are based on current quoted plan designs.
- It is important to note that if benefits covered under the stop loss are extended for disability or severance the plan document (SPD) must contain such language.
- Retirees are included.
- Proposal analysis based on 742 Single lives and 843 Family lives or 1565 total employees.
- The Stop Loss policies do not have reimbursement limitations or restrictions on nervous/mental and substance abuse claims.
- A fully completed application and Disclosure statement must be received, reviewed and accepted.
- Both carriers reserve the right to re-rate in the event enrollment materially changes



## Proposal Assumptions and Conditions – FL Blue

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- FL Blue provides immediate reimbursement (advanced funding) for both Specific and Aggregate.
- FL Blue did not quote terminal reserve liability option (run out) – due to 12/15 proposal is considered mature
- Specific stop loss quote was not firm with all underwriting complete (including Medical review), potentially subject to change.
- FL Blue quoted specific stop loss rates and deductibles by tier (employee only and Family).



## Stop Loss Proposal Assumptions and Conditions - UHC

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- UHC provided the aggregate stop loss on a 12/12 immature (paid) basis (incurred and paid within 12 months), FL Blue provided on mature basis.
- **However the 12/12 quote did include terminal reserve liability** --Upon termination, a 3 month run-out extension period will be added to the last active period. For example, if the contract terminates at the end of a 12 month policy period, the stop loss coverage will convert to a 15 month accumulation period.
- Specific stop loss quote is firm (not subject to medical review).
- UHC did not quote advanced funding of specific stop loss (i.e. the plan is reimbursed at the end of the year for claims above the specific stop loss deductible of \$250,000).
- UHC quoted specific stop loss on a composite rate (cost per employee regardless of tier) while FL Blue quoted by tier.
- UHC also provided alternative specific stop loss quotes at deductibles of \$275,000 and \$300,000



## Proposal Recap – FL Blue

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- Continue to provide onsite support - **confirmed**
- Access to the Florida Blue Retail Center and Clinic - **confirmed**
- Current estimated 2013 and 2014 (out of a 3 year contract) Pro Share payout of \$2.4 million. This payout will apply even if the County moved to self funded through FL Blue - **confirmed**
- Increases Pro Share to 100% with a 2015 retrospective gain. The 100% Gain Share will remain in place for the remaining contract period of 2016-2018 as long as the County does not cancel or issues a market bid. This increased Pro Share will apply even if the County decided to go self-funded under Florida Blue.- **The current PSP agreement will conclude it's Term Dec 31, 2015. The currently Executed PSP, offered an extended Term through Dec 31, 2017. The Term ending Dec 31, 2015 will stand on it's own. So long as ECBOC, awards a Fully Insured or Self Funded contract as a response to RFP #14-15.069, for an effective date of Jan 1, 2016, with Florida Blue; ECBOCC will be provided the Gain Share based on the Final Accounting.**
- \$100,000 Wellness Fund under the Fully-insured contract or \$75,000 Wellness Fund under the Self-funded contract - **confirmed**
- \$50,000 Implementation Credit - **confirmed**



## Proposal Recap - UHC

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- Fully Insured rates 6.9% (approximately \$1.4 million) lower than current rates with slightly lower Rx copays for low and mid level options. Based on 1565 enrolled.
- Offering a 1 month premium holiday, with an estimated value \$1.54 million (fully insured). Total fully insured combined savings from current would be approximately \$3 million – **confirmed**
- **Self-funded 1 month Administrative fee ASO) holiday with estimated value of \$ 58,000**
- \$100,000 Wellness Fund budget under the Fully-insured contract or \$35,000 under a Self-funded contract for the County to use at their discretion - **confirmed**
- Simply Engaged Wellness Program valued at \$537,000, which includes the following:
  - Onsite Biometric Screenings
  - Telephonic and Online Coaching
  - Gift Card Incentive Program
    - Members can receive up to \$200, a maximum of \$400 per family
    - Completion of Biometric Screenings
    - Completion of Health Assessment
    - Gym Membership Reimbursement
    - Completion of Telephonic Coaching
    - Completion of Online Action Plan
    - Completion of myHealthcare Estimator via [www.myuhc.com](http://www.myuhc.com)
- Multi-year guarantee - **confirmed**
- Full service COBRA administration - **confirmed**
- \$70,000 audit/implementation credit - **confirmed**



## Proposal Recap - UHC

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- Individual Stop loss included a experience reward program –
  - Groups may be eligible to receive an experience refund equal to 25% of net profit
  - Net profit is calculated as 60% of Specific premium (net of commissions and terminal premium) minus the sum of all Specific claims for the policy period
  - Premium credit will be issued six months after the benefit period as long as the group renews and has continuous stop loss coverage with UnitedHealthcare
  - Escambia BOCC could share in any excess individual stop loss surplus up to 15% of the paid premium to be returned back to Escambia BOCC (up to \$132,000).





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7996**

**County Administrator's Report 11. 20.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility

**From:** Claudia Simmons, Division Manager

**Organization:** OMB

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Contract Award for Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and DLR Group, inc., per the terms and conditions of PD 13-14.082, Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility, Scope of Work and Fee Proposal negotiated with DLR Group, inc., July 28, 2015, for a lump sum amount of \$3,999,280, for the following, as directed by the Board on July 16, 2015:

A. Evaluate the three remaining sites (Palafox and Airport, Palafox & Brent, and Superfund), and prioritize using objective criteria. Provide block diagrams depicting a 700-Bed facility, core space to accommodate up to 1476 inmates, and future bed space expansion to full build out at each of the sites. Participate and assist staff at the Committee of the Whole Presentation;

B. Phase I - Design Criteria Package to construct a 700-Bed Correctional Facility with core services to handle future housing unit build outs; and

C. Phase II - Design Criteria Package to construct staged follow on housing units to reach capacity of 1476 inmates, for a lump sum amount of \$3,999,280.

[Funding: Fund 352, LOST III Fund, Cost Center 290407, Detention Capital Project, Project #14SH2728]

### **BACKGROUND:**



On August 25, 2014, a formal Request for Letters of Interest (RLI) solicitation, PD 13-14.082 Design Criteria Professional for the new Escambia County 1476-Bed Correctional Facility was advertised in the Pensacola News Journal. Five Architectural and Engineering (AE) firms submitted responses on September 16, 2014. A 5-member selection committee was established representing the Escambia County Corrections and the Facilities Management Departments, the Escambia County Sheriff's Office and the 1st Circuit Trial Court Administration. The selection committee members individually graded each of the AE firms' packages based on specific criteria. On September 30, 2014, the County Administrator placed the Design Criteria Professional selection process on hold pending the site selection for this new facility.

At the Committee of the Whole (COW) on February 12, 2015, the Board gave staff direction to proceed with the Design Criteria Professional (DCP) selection. The 5-member committee convened on February 20, 2015 to short-list the AE firms. As discussed during the February COW the committee shortlisted all five firms in order to allow ranking of each of the AE firms during the presentation process. Presentations were held from each of the AE firms on March 3, 2015 and the committee ranked in the following order:

1. DLR Group, inc.
2. Helmut, Obata & Kassabaum (HOK)
3. Ricci Greene Associates, P.C. (DBA CGL Ricci Greene)
4. Rosser International, Inc.
5. Strollo Architects, Inc.

On March 24, 2015 the first of three scheduled negotiation meetings were held between the 5-member selection committee and the number 1 ranked firm, DLR Group, inc. Two additional negotiation meetings were held on March 3, 2015 and April 6, 2015. This recommendation was put on hold by the County Administrator.

At the July 16, 2015 Committee of the Whole Meeting the Board directed the Selection/Negotiation Committee to renegotiate an agreement with DLR, inc. based on the following criteria.

- Evaluate the three remaining sites (Palafox and Airport, Palafox and Brent, and Superfund) and prioritize using objective criteria. Provide block diagrams depicting a 700-Bed facility, core space to accommodate the 1476 inmates, and future bed space expansion to full build out at each of the sites. Preliminary estimates for each site build out. Participate and assist Staff at Committee of the Whole Presentation.
- Phase 1 - Design Criteria Package to construct a 700-Bed correctional facility with core services to handle future housing unit build outs.
- Phase II - Design Criteria Package to construct staged follow on housing units to reach capacity of 1476 inmates.

The selection committee and the DLR Group, inc. met on July 28, 2015 and agreed on a proposed Design Criteria Professional fee in the amount of \$3,999,280.00.

The Design Criteria Professional scope of services consists of 8 critical phases consisting of 113 specific tasks as outlined in the attachment. The DLR Group/Bay

Design and the Escambia County stakeholders will come together as a unified Design Criteria Professional team to collaborate, plan, develop, execute, manage and oversee the design, construction, move-in and activation of the new new Correctional Facility.

Request for Letters of Interest, PD 13-14.082, Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility, were publicly noticed on Monday, August 25, 2014 to One Hundred Seventy known firms. Responses were received from Five firms on Tuesday, September 16, 2014.

**BUDGETARY IMPACT:**

[Funding: Fund 352 LOST III, Cost Center 290407 Detention Capital Project, Project #14SH2728]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract G, Consulting Services for Stand-Alone Services.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

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

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

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### **Attachments**

Agreement

Exhibit "A"

Exhibit "B"

Exhibit "C"

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**DLR Group, inc.**

**PD 13-14.082, Design Criteria Professional for the New Escambia County 1476-  
Bed Correctional Facility**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised July 11, 2013)**

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## AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of August, 2015, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and DLR Group, inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 100 East Pine Street, Suite 404, Orlando, Florida 32801, and whose Federal tax identification number is 93-0998113 (hereinafter referred to as the "Consultant").

### **ARTICLE I** **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** DLR Group, inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Michael A. Tidwell, Director, Corrections. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.082, Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility.

## **ARTICLE 2**

### **PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 14-15 in the amount of Three Million Nine Hundred Ninety Nine Thousand Two Hundred Eight Dollars (\$3,999,280.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

## **ARTICLE 3**

### **SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.082, Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility, and as represented in the Consultant's Letter of Interest response to PD 13-14.082, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.



(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is estimated to be between \$115,000,000 and \$150,000,000 depending on site and associated conditions.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the

recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

#### **ARTICLE 4** **TIME FOR PERFORMANCE**

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

#### **ARTICLE 5** **COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Four Million Eighty Eight Thousand Four Hundred Sixty Dollars (\$4,088,460.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant

- agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

#### 5.4 METHOD OF BILLING AND PAYMENT:

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

#### 5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- (c) Payments and Notices to the Consultant shall be made to:

DLR Group, inc.  
100 East Pine Street, Suite 404  
Orlando, Florida 32801

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Michael A. Tidwell  
Director  
Corrections  
3363 West Park Place  
Pensacola, FL 32501

Jack R. Brown  
County Administrator  
P.O. Box 1591  
Pensacola, Florida 32597-1591

## **ARTICLE 6**

### **ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

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

## **ARTICLE 7**

### **COUNTY'S RESPONSIBILITIES**

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

**ARTICLE 8**  
**CONSULTANT'S RESPONSIBILITIES**

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 **CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

**ARTICLE 9**  
**GENERAL PROVISIONS**

9.1 **OWNERSHIP OF DOCUMENTS:**

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such

ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

## 9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

## 9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which

period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 **NO CONTINGENT FEES:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 **SUBCONTRACTORS:** The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 **HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:**

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and



any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of

thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

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

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

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

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

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

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the

Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States,

except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and DLR Group, inc., signing by and through its Joseph Haines, AIA, DBIA, CSI, Senior Principal, duly authorized to execute same.

COUNTY:

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

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

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

BCC Approved: August 20, 2015

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

CONSULTANT:

DLR Group, inc., a Florida Corporation authorized to do business in the State of Florida.

By: \_\_\_\_\_  
Timothy A. Gibson, AIA, Director/President

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

ATTEST: Corporate Secretary

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

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### Project Description:

The overall project consists of planning, design, and construction of a new jail of approximately 1500 rated beds of Inmate Housing with associated Facility Administration & Courtroom, Security Services, Program Services, Inmate Services, Medical Services, Food Services, Facility Maintenance, Mechanical/Electrical/Security, and Warehouse, consistent with the scope initially identified in the updated 2012 Escambia County Corrections Master Plan. The new jail, hereafter referred to as the **Project**, is to be delivered utilizing the Design-Build construction delivery method, per Florida Statute 287.055 to be accomplished through two phases. The first phase will be for a new freestanding facility of approximately 700 beds, with a second later phase to approximately 1500 beds.

The scope of work for the Design Criteria Professional (DCP) includes evaluation of three sites identified by the County to assist the site selection process. Once a site is selected, the project will include, but is not limited to, on-site utility distribution, including electrical service, sanitary, mechanical, security, fire protection, gas, water, telephone, and site lighting. Civil improvements related to the selected building site may include access roads, parking, drainage, storm water retention, utility infrastructure, landscaping, fencing, and future expansion consideration. The current estimated schedule for the total project development is 37 months.

### General Scope of Services:

As a major step in Project implementation, the Design Criteria Professional (DCP) shall prepare the Design Criteria Package to be used in the evaluation and selection of the successful Design-Build Entity (DBE) for the first phase of the overall project (approximately 700 beds). The Design Criteria Package shall be used as the basis of the selected Design-Build team to prepare final design and construction documents.

The project will be developed and designed in conformance with the approved Master Plan, or as revised with the approval of Escambia County Board and/or direction from the Public Safety Coordinating Council, appointed by Escambia County. The DCP shall work in close cooperation with the designated Project Manager and stakeholders. The DCP shall coordinate, interface with and exchange ideas and design materials with the identified Escambia County project team members, and its consultants, if any, throughout the development and design of the Project.

The Project shall be developed and designed to meet applicable codes, laws, regulations, and professional standards, consistent with the standard of care of a Design Criteria Professional with expertise in adult detention facility design. All plans, specifications, design calculations, site data, and cost estimates developed by the DCP shall be prepared by licensed personnel or personnel under the direction of licensed personnel, as required by the state of Florida. The selected Design-Build Entity will provide the Architect of Record and shall stamp/seal all final construction documents. The conceptual approach and Work Plan is illustrated on the graphic schedule incorporated at the end of this Work Plan and contains eight phases that align with those outlined in your Request for Proposals (RFP).

- Phase 0: Orientation/Organization/Management
- Phase I: Program Verification & Site Information
- Phase II: Program Finalization & Concept Design
- Phase III: Bridging Documents Draft Design-Build RFP
- Phase IV: Bridging Documents/Final Design-Build RFP
- Phase V: Design-Build Procurement - Team Selections
- Phase VI: Design - Build Delivery
- Phase VII: Transition & Activation

# Exhibit A - Escambia County Jail Design Criteria Professional

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### Project Work Plan

We recognize that Escambia County has completed several studies over the past several years which can be used to inform the implementation process. Our Work Plan is predicated on using these documents as an initial basis for the DCP effort, especially related to the information developed about the in-custody population. While we will use these documents as a data source and current strategic thinking, we will validate the information via field visits and provide a fresh unbiased review of all the conclusions and recommendations contained in these documents. This “fresh set of eyes” approach will provide increased credibility for project scope to the County Administrator, Director of Corrections, and the Board of Commissioners.

### Phase 0: Orientation/Organization/Management

The purpose of this Phase is to effectively organize our efforts and integrate the County's input to solidify the Project Work Plan and Schedule, and obtain agreement on the approach, methods, and work products of the Project. This stage will develop and utilize a highly interactive process between the DLR Group/Bay Design DCP team and the County – which is of crucial importance to the success of the project.

Phase 0 tasks include:

- 0.1 Project Initiation/Scoping
- 0.2 Project Organization & Management  
(includes detailed Work Plan)
- 0.3 Project Review Committee Meetings
- 0.4 Project Management Reporting
- 0.5 User Group Meetings/Workshops
- 0.6 Data Collection

Another important purpose of this task is to establish details of report timing, content, format, and scheduling and to coordinate meetings between the DLR Group/Bay Design DCP team and Escambia County for this Project. Collaterally, it is important to establish a good working relationship between key members of the Consultant Team and the Client. This relationship is essential to assure that initial direction is given, concerns are resolved, the Project is organized efficiently, and a sound basis is established for communication and confidence between the Consultant Team and the County. Critical to the success of the project is implementing an approach to consensus building at the outset of the project. As part of Task 0.3, we will establish a **Project Review Committee** of key stakeholders representing Escambia County that will guide the effort and participate in all phases of the project as part of our approach to consensus building.

The **Work Plan** outlined in the following pages is intended to identify an approach and methodology that meets all the criteria established in the Request for Technical Proposals. This task provides an opportunity for the County to refine the Scope and Work Plan where appropriate prior to the investment of any significant amount of time by the Consultant Team.

The discussion and adoption of the Work Plan/Schedule and work product descriptions will provide a clear definition of what will be done and a commitment between client and consultant to a quality effort consistent with the needs of the County. Workshop discussions will be held to discuss issues, present our approach and to agree upon strategy and direction for the Project.



# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Task 0.1 Project Initiation**

The primary purpose of this task is to establish the philosophical and operational underpinnings of all work on the project. This will involve discussions and work sessions with the County's key stakeholders to outline a Mission Statement for the project, and to subsequently round this out with an understanding and description of the specific goals to be addressed in the project. This task will also be used to establish communication channels and protocols, as well as immediate initiatives in starting work on the Project.

### **Task 0.2 Project Organization & Management**

During this task, the scope of work, including work products and milestone dates for the entire project will be discussed in detail to ensure that the proposed work effort represents the range of information and results desired by the County. The scope and level of effort confirmed here will serve as the basis for a contract agreement to provide required services via development of a detailed **Work Plan**. Sample work products will be used to assist in determination of the levels of effort required. Based upon review and comment by the County and key stakeholders, a **Final Work Plan and Schedule** will be produced and distributed, establishing key presentation and meeting dates with a six month look ahead.

### **Task 0.3 Project Review Committee Meetings**

The DLR Group/Bay Design Project Manager and Core Team members will meet with key client/user group representatives and stakeholders (**Project Review Committee**) approximately once a month or as required to present its progress on the project and to solicit decisions/ required direction. An essential feature will be presentation of information to facilitate decisions by key client/core team personnel. Specific agendas and topics for each Project Review Committee Meeting will be established at the beginning of the Project, with a 6 month look ahead to allow Project Review Committee members to get those meetings set on their calendars.

### **Task 0.4 Project Management Reporting**

The DLR Group/Bay Design Project Manager and the Core Team members will coordinate with the County's designated Project Manager and other staff as required approximately every two weeks (in the intervals between Project Review Committee Meetings) to discuss progress, issues, and strategies. Items to be presented to the Project Review Committee will be vetted in this forum. This will typically be a face-to-face meeting and/or a conference call, depending upon project requirements.

### **Task 0.5 User Group Meetings/Workshops**

As required, a series of meetings with specific user group representatives to understand their needs in detail, elicit their participation in the proposed solutions, and demonstrate results within the project scope limitations will be conducted. Specific workshops with agency representatives will likely include clarification of the detail of facility operations; detailed review on population projections, characteristics; security & control systems; and sustainable design, maintenance issues from an Agency perspective.

### **Task 0.6 Data Collection**

All applicable available information pertaining to the Project will be collected and a **Project Library** established at Bay Design Associates Office. Essential information will be scanned and distributed to DCP Team members. This task will also include initial activities, data collection related to the investigation of the three sites identified by the County for evaluation.

**Fee Summary for Phase 0:**

**\$ 210,270** including expenses

# **Exhibit A - Escambia County Jail Design Criteria Professional**

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### **Phase I: Program Verification & Site Information**

The purpose of Phase I is to start with available information and to validate those assumptions and decisions with a “fresh set of eyes.” This phase will also investigate potential sites and provide information to assist determination of the best site for the proposed facility. Assumptions and findings of the previous Master Plan and Master Plan Updates will be reviewed- particularly in terms of projected in-custody population projections and capacity requirements by classification.

Once the basic assumptions are established and a site determined, the effort will begin to determine space requirements by functional component and to examine various site development concepts. These will be presented to the Project Review Committee for review and direction.

Phase I Tasks include:

- I.1 Housing Studies
- I.2 Site Orientation Studies (3 sites)
- I.3 Site Evaluation (3 sites)
- I.4 Site Master Plan – Preliminary (3 sites)
- I.5 Site Concept Design – Preliminary (3 sites)
- I.6 Sustainable Design Analysis - Preliminary
- I.7 Review In-Custody Inmate Population Projections
- I.8 Inmate Classification Distribution – Review Master Plan
- I.9 Review Alternatives to Incarceration – Master Plan
- I.10 Review Master Plan Space Requirements
- I.11 Conceptual Development Options
- I.12 Workshop 1 - Mission, Goals, Objectives/Housing
- I.13 Workshop 2 – Inmate Programs/Support Services
- I.14 Develop Preliminary Cost Model
- I.15 Prepare Draft Program & Concept Design Report (2 Phases)
- I.16 Cost Estimate (2 Phases)
- I.17 Develop Phasing Schedule
- I.18 Presentation to the County Board – Site Recommendation
- I.19 Milestone Review – Executive Team
- I.20 Facility Tours – 3 Facilities
- I.21 Workshop 3 Phased Design Planning

### **Task I.1 Housing Studies**

Housing unit areas represent at least 50% of total project area and staffing/construction cost of a project, so it is imperative to have housing units that are space efficient while meeting operational objectives. A series of housing unit configurations by security level will be examined and presented to the Project Review Committee. These will be presented graphically to encourage staffing discussions as well as to determine what type of housing units most fit the way in which the Department of Corrections wants the facility to operate by classification of inmate.

### **Task I.2 Site Orientation Studies**

We will work with the County Commissioners and staff to gather information and requirements for the three potential sites to be investigated. [Southern Prestress, Superfund, North of Superfund]. At the same time, the DCP Team will conduct a workshop to define evaluation criteria to be considered in investigating those sites and providing information for decision making. Existing information available from outside sources will be compiled as part of the Team Library in Bay Design's Office.

# **Exhibit A - Escambia County Jail Design Criteria Professional**

## **Scope of Design Criteria Professional (DCP) Services**

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### **Task I.3 Site Evaluation Analysis (3 sites)**

An on-site field investigation of each site will be conducted to collect key information related to the evaluation criteria including utilities and preliminary soil conditions. The elements to be examined in the evaluation of the three sites will be customized for Escambia County through discussions with key stakeholders. A summary of the information compiled and evaluated will be presented to the Project Review Committee to document the findings, impacts of implementing the proposed project on the various sites. This will be presented in graphic and narrative form, providing the County with the information needed to select their preferred site. [See Task I.18 following for the Presentation to the County Board]

### **Task I.4 Site Master Plan- Preliminary**

The three sites under consideration by the County need to be examined in terms of their capability to accommodate the full project in the long term. The first step is looking at the basic site area, configuration, and characteristics to determine buildable area and how the proposed project would be oriented on the site. Access points and general location of building elements for each site will be studied to generate an overall plan for phased development. A site characteristics (opportunities and constraints) sketch will be done for each site.

### **Task I.5 Site Concept Design - Preliminary**

Based on the information in Task I.4, preliminary conceptual site utilization and building massing will be developed for each site, showing general building configuration, massing, access points, and on site circulation. This will be illustrated in blocking and stacking diagrams of the major functional component areas; this will show the degree of horizontal/vertical site utilization required.

### **Task I.6 Sustainable Design Analysis - Preliminary**

There is a responsibility to incorporate sustainable design concepts in public sector projects, particularly with secure detention and correctional facilities that consume large amounts of water, power, and energy in order to maintain them around the clock. This Task will bring that expertise to the table to explore ways to incorporate sustainable design elements in the project that have potential cost/benefit for plant operations and environmental quality. These elements will be considered in the development of conceptual design options.

### **Task 1.7 Review In-Custody Inmate Population Projections**

In this Task, available information and conclusions that formed the basis of the Master Plan Update will be reviewed for consistency and direction with the evolving conditions in Escambia County. One aspect of the Master Plan Update to be examined is the projected in-custody inmate population over time, since it is the prime determinant to the total bed capacity required.

### **Task I.8 Inmate Classification Distribution – Review Master Plan**

There is a significant cost variation between maximum and minimum custody housing units. It is important to determine how many beds are required for males/females; security level, general and special needs housing – particularly for mental health clients in the system. This Task will review the current/proposed inmate classification system and what the current/projected bedspace needs are by classification as documented in the Master Plan Update to ensure that the proposed facility will have the appropriate capabilities and flexibility to house the anticipated in-custody population.

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### **Task I.9 Review Alternatives to Incarceration – Master Plan**

Escambia County has a very high incarceration rate. Recognizing that there are a number of components to the criminal justice system, this Task will examine current and potential alternatives to incarceration programs to reduce total in-custody jail capacity required over time as presented in the Master Plan Update. This information will be viewed in terms of cost/benefit analysis. Conclusions from the Master Plan Update will be used to build consensus target planning capacity levels by phase.

### **Task 1.10 Review Master Plan Space Requirements**

The information generated in Tasks I.7 through I.9 above will be used to outline projected space requirements by functional component area. This will be done to a greater level of detail than presented in the Master Plan Update and establish an adjusted basis of total project area required by functional component area by phase.

### **Task I.11 Conceptual Development Options**

From our perspective, we approach projects “from the inside out.” What this highlights is that we use an “operationally-based” approach to design. For this, we need to completely understand the intended operational construct – what population the facility is intended to serve, how the facility is intended to operate, and what it is intended to accomplish in terms of program objectives. This task will document all facets of required daily activities and the preferred way to “doing business.” Based on the information generated above, conceptual design options will be developed for consideration by the Project Review Committee.

The conceptual design options will look at overall building configuration, site footprint, and site development aspects in addition to the internal configuration and massing of the Project. The conceptual design options will be illustrated graphically with essential information for each scheme in terms of responsiveness to meeting operational intent.

### **Task I.12 Workshop 1: Mission, Goals, Objectives/ Housing**

The DLR Group/Bay Design team believes in operationally-based planning and design – that the physical solution needs to reflect and support the operational intent of the facility. To this end, a series of workshops will be held to examine historical operations, national best practices for consideration, and developing the planned operational intent for this facility. The objective of this Task is to document all facets of intended facility operation, thereby generating an overall Operational Plan for the use of the proposed facility. Workshop 1 will be conducted to discuss overall mission, goals, and objectives, as well as housing unit operation.

### **Task I.13 Workshop 2: Inmate Programs/Support Services**

As outlined above, Workshop 2 will be conducted to discuss all non-housing areas, including inmate programs, services and support functions. Information and feedback generated here will be used to refine functional component area characteristics and preliminary space requirements.

### **Task I.14 Develop Preliminary Cost Model**

An essential element for the Project is establishing and maintaining an ongoing estimate of the likely project construction cost. In this Task, key DCP Team leaders will work with the County and Rider Levett Bucknell, our experienced cost estimators, to develop a mathematical cost model that can be used and refined for the duration of the Project. Cost parameters will be developed for each of the various functional component areas in the project and updated regularly.

# **Exhibit A - Escambia County Jail Design Criteria Professional**

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### **Task I.15 Draft Program & Concept Design Report (2 Phases)**

Based on the Program/Operational Workshops, an initial draft facility program will be developed, with information about the intended operation of each functional component area and preliminary spaces required by component to meet the operational intent for the two project phases. For example, the means of food service preparation, the menu, and the number of hot versus cold meals will all impact the amount and type of space required. This Task will also integrate the operational and physical requirement of applicable Standards (e.g. Florida Model Jail Standards) and Code Requirements. American Correctional Association (ACA) Standards will be incorporated if Escambia County wants those followed to improve future accreditation capability.

A draft Program and Concept Design Report will be prepared, with essential information presented to the Project Review Committee in graphic and summary narrative form, as part of an extended workshop to solicit input and direction. The objective here is to document the underpinnings of the Project and initial ideas, concepts being explored towards a solution in order to allow the Project Review Committee to endorse a basic approach for each of the two phases.

### **Task I.16 Preliminary Cost Estimate**

The initial Cost Model (Task I.14) will be updated to reflect evolving market conditions, and more defined project space requirements. An updated program level cost estimate will be generated for each of the Conceptual Design Options and Phasing, and included as part of the Concept Design Report.

### **Task I.17 Develop Phasing Schedule**

Development of an overall implementation schedule for the entire project (by phase) predicated on the draft program and concepts.

### **Task I.18 Presentation to the County Board – Site Recommendation**

After the required information and evaluation of each site is completed and vetted with the Project Review Committee, a summary presentation will be made to the County Board, indicating the pros and cons of each site considered. Fatal flaws, if any, will also be documented. From a technical perspective, a preferred site will be recommended.

### **Task I.19 Milestone Review – Executive Team**

Once the Project Review Committee has had an opportunity to review the Draft Program & Concept Design Report, a follow-up presentation will be made of salient points, and discussion of any questions or issues of concern to the Project Review Committee and key stakeholders.

### **Task I.20 Facility Tours – 3 Facilities**

As an adjunct activity, a very valuable activity is for key stakeholders to tour existing correctional facilities that demonstrate national best practices and/or specific intended aspects for the proposed Project. In this Task, the DCP team staff will facilitate such tours and accompany key County stakeholders on these tours.

### **Task I.21 Workshop 3 Phased Design Planning**

For the selected site, a workshop will be conducted for review of all project elements and what the proposed phasing would be. This will establish the scope of work of what is in each phase. For example, the full area required for a food service area may be included in Phase 1, but not all the equipment would be installed for the ultimate facility size.

**Fee Summary for Phase I:**

**\$ 589,960** including expenses



# **Exhibit A - Escambia County Jail Design Criteria Professional**

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### **Phase II: Program Finalization & Concept Design**

The purpose of Phase II is to continue the prior phase effort, refining basic site development and building concepts and beginning to integrate technical considerations for the various systems that need to go into the Project.

Phase II Tasks include:

- II.1 Review Preliminary Soils Report - Selected Site
- II.2 Evaluation for Selected Site
- II.3 Electrical Systems Study
- II.4 Mechanical Systems Study
- II.5 Structural Systems Study
- II.6 Detention/Security Systems Workshop
- II.7 Draft Integrated Security Plan
- II.8 Refine Facility Program (2 Phases)
- II.9 Develop Architectural Character/ Massing/Sections
- II.10 Building Materials Descriptions
- II.11 Refine Floor Plans/Large Scale Illustrations
- II.12 Design Narratives
- II.13 3D Models/Sight Line Study
- II.14 Prepare Schematic Design – Phase I
- II.15 Concept Design – Phase 2
- II.16 Finalize Facility Program
- II.17 Detailed Schematic Design Estimate (Phase I)
- II.18 Interim Review
- II.19 Milestone Presentation – Executive Team

#### **Task II.1 Review Preliminary Soils Report – Selected Site**

Prior to on site geotechnical work proceeding, the DCP Team will share site development concepts with the selected consultant to focus their efforts in appropriate locations. Initial findings from the geotechnical site survey will be reviewed to inform foundation and structural design parameters. [Note: Geotechnical investigations are a separate County contracted service].

#### **Task II.2 Evaluation of Selected Site**

This Task develops more information on site boundaries and conditions, in conjunction with the preliminary Soils Report information. Preliminary site plans will be generated to indicate buildable areas, access points and the like. [Note: The Site Boundary and Topography Survey work is a separate County contracted service]. Based upon the site selection process, studies of different ways to develop the facility on the selected site will be considered considering access, on site circulation and parking and building massing, configuration. These will be presented graphically to determine major site constraints and design requirements.

#### ***Engineering Systems Studies***

Based upon the basic concept for the Project, a series of system engineering studies will be performed to start matching system design concepts to the evolving building concept and configuration. Another focus will be on determining primary points of service to the site and investigating the availability of sufficient primary utility services and costs. Part of this effort will include determination of whether or not sufficient available primary utility capacity exists for future expansion beyond the initial target planning capacity.

The focus here is an early determination of the likely primary utility services design and distribution concepts for the Project.

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### **Task II.3 Electrical System Study**

The first of the Engineering System Studies will be Electrical Systems, including current electric service capability to handle the projected service loads.

### **Task II.4 Mechanical System Study**

The second Engineering System Study will be Mechanical Systems, which includes Heating, Ventilating, Air Conditioning, Plumbing, and Fire Sprinklers, with a key element determining the optimal energy source for heating/ cooling.

### **Task II.5 Structural System Study**

The third Engineering System Study will be Structural Systems, with a key element the type of framing system to utilize in the main building areas and housing units. Also, investigating use of modular cell units as part of the overall proposed structural design criteria.

### **Task II.6 Detention/ Security Systems Workshop**

Another major consideration in this Phase is development of an Integrated Security Plan for the Project. A multi-day workshop will be conducted to review all aspects of communication, control, safety, and security systems as a basis to reinforce the operational intent for the Project with definition of the systems that will provide the technical means to accomplish that goal effectively. This will also provide the first look at anticipated staffing levels.

### **Task II.7 Draft Integrated Security Plan**

The information and findings of the Detention/Security Systems Workshop will be assimilated and documented in a draft Integrated Security Plan that will be a companion piece to the overall Operations Plan. At this point, the format will still be as conceptual narratives, but sufficient to guide further development consistent with intended operation.

### **Task II.8 Refine Facility Program – (2 Phases)**

Prior program and operational workshops focused on blocks of functional component space. In this Task, the DLR Group/Bay Design Team will get into more detail on design requirements for specific spaces for the Phase I Project. Based upon the design plans at this point, this will include the first substantive discussions on required posts and staffing. Decisions and direction from the Project Review Committee in recent prior activities will also be incorporated as modifications as required. The Facility Program as this point defines all the spaces required in the Phase I Project and assumed net to gross area ratios in draft form. The Facility Program for Phase II will also be refined from an operational and space required perspective, but not have detailed space by space design criteria added.

### **Task II.9 Develop Architectural Character/ Massing/ Sections**

The neighborhood and area context of the proposed site will be studied to generate architectural character studies in terms of what the building massing and exterior will look like – in terms of fitting into the surroundings. The balance to be struck here is to look attractive as a public building, but not overly expensive. At this point in the process, there is a pretty good idea of how large the project elements for Phase I are, and what footprint they will likely occupy on the selected site.

### **Task II.10 Building Materials Descriptions**

The various material studies performed in this Phase will be assembled as descriptions of proposed building systems and materials to be utilized in the project. Material assessment will take in to consideration ease of maintenance, durability, and initial costs vs. long-term costs.



# **Exhibit A - Escambia County Jail Design Criteria Professional**

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### **Task II.11 Refine Floor Plans/ Large Scale Illustrations**

The overall concept plan showing blocks of space allocated for each functional component area will be refined to start showing individual spaces within those blocks of space. The challenge here is to provide a good physical solution for each component area that fits within the targeted space allocation. As this work proceeds, “over the shoulder” reviews with user group representatives will be provided to maintain knowledge of and feedback on the various areas as they evolve into more detail. Complex areas (e.g. control rooms, intake/transfer/release) will be developed using larger scale plans so user groups can understand the proposed configuration and flows. Further, the building will be studied in cross section to verify likely building mass.

### **Task II.12 Design Narratives**

This Task begins to build the logic behind the evolving design solution from an architectural perspective and adds narrative information by discipline for the approach for site development, engineering systems, and integrated security plan. This information will be carried forward to the final Design-Build Package for Phase I as a means to convey to the potential Design-Build Entities (DBEs) the rationale for what is required in the Project and why. The collateral information for Phase II will also be documented.

### **Task II.13 3D Models/ Sight Lines Study**

As the basic floor plans are developed in more detail, a series of three dimensional illustrations will be generated so that the County and Department of Corrections can visualize the direction being taken and confirm that it will meet their needs. The focus here is on the sight lines from control rooms, particularly for housing unit control stations.

### **Task II.14 Prepare Schematic Design – Phase I**

The information generated in the preceding Tasks will be compiled into a Schematic Design Report and submitted to the Project Review Committee. Utilizing single line drawings and sketch plans as required, this submission will document the basic concepts and approaches to be used as design progresses further.

### **Task II.15 Concept Design – Phase II**

As more detail is developed for the Phase I Project, a collateral effort will be refining the location and configuration of the future expansion areas in Phase II. These will be presented to the Project Review Committee to document future project scope and to convey to the DBE where expansion is likely to occur.

### **Task II.16 Finalize Facility Program**

As the schematic design evolves for Phase I, it will be worked back and forth with the program space requirements and identifying specific space design criteria in conjunction with the user group representatives, as operational environments are defined physically. Any impacts on Phase II will also be documented.

### **Task II.17 Detailed Schematic Estimate (Phase I)**

Based upon the evolving level of information, the projected schedule and estimate of probable construction cost will be updated. At this point, the cost estimating will start to refine contingencies and other soft costs as specific line items.

### **Task II.18 Interim Review**

As the work progresses, a presentation will be made of salient points, and discussion of any questions, issues of concern to the Project Review Committee and key stakeholders.

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### **Task II.19 Milestone Presentation**

Once the Project Review Committee has had an opportunity to review the Schematic Design Report, a follow-up presentation of salient points will be made, along with discussion of any questions, issues of concern to the Project Review Committee and key stakeholders.

**Fee Summary for Phase II:**                      **\$ 646,900** including expenses

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### **Phase III: Bridging Documents/ Draft Design-Build RFQ**

The purpose of Phase III is to continue the prior Phase work, refining the basic site development concept and beginning to integrate technical considerations for the various systems and other disciplines that need to go into the project. The objective in this Phase is to deal with all aspects of the Project, outlining the basic strategies for the evolving solution. This will produce a first full draft of the entire Bridging Document package. The general organization of the Bridging Documents will consist of a series of volumes:

- ❑ Volume 1: Existing Conditions  
Primarily site conditions and information
- ❑ Volume 2: Basis of Design
  - 2A Design Narratives – overall and by discipline
  - 2B Facility Program/Room Data Sheets
  - 2C Drawings
  - 2E Performance/Prescriptive Specifications
  - 2E Site Utilization (during construction)

Phase III Tasks include:

- III.1 Review Final Geotechnical Report
- III.2 Site Topographic, Boundary Survey, & Geotechnical Subsurface Investigations (NIC)
- III.3 Electrical Systems Advancement
- III.4 Mechanical Systems Advancement
- III.5 Structural Systems Advancement
- III.6 Evaluate Prescriptive vs. Performance Criteria
- III.7 Outline Specifications
- III.8 Site Plan Concepts/Utilities
- III.9 Refine Program & Room Data Sheets
- III.10 Security Systems Workshop
- III.11 Detention/Electronic Security Drawings
- III.12 Refine Floor Plans/Enlarged Plans/Wall Sections
- III.13 Design-Build Building Package Development
- III.14 Review Specifications Development
- III.15 Best Value Team Work Session
- III.16 Confirm Scope vs. SD Cost Estimate
- III.17 Design Narrative Finalization
- III.18 Define Alternate Scenarios
- III.19 Draft Bridging Documents – Phase I
- III.20 Prepare Draft D-B RFQ
- III.21 Define Sustainability Goals
- III.22 Interior Design
- III.23 Building Envelope
- III.24 Milestone Review – Executive Team

### **Task III.1 Review Final Geotechnical Report**

A summary of information in the final Geotechnical Report will be incorporated in the Existing Conditions Report; the full body of the Geotechnical Report will be incorporated as an Appendix. Pertinent information will also be included in the structural design narrative as it impacts design requirements.

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### **Task III.2 Site Topographic, Boundary Survey & Geotechnical Subsurface Investigations**

Final base drawings of existing conditions – boundaries, topography, pertinent site elements – will be provided to the DCP team by the county. These will form the base documents for site development scope of work.

[Note: The Site Boundary, Topography Survey, and geotechnical subsurface investigation work would be a separate County contracted service].

### **Task III.3 Electrical System Advancement**

This Task provides calculations, basic design, and outline specifications for the electrical engineering systems consistent with the decisions on prescriptive vs. performance decisions for the project.

### **Task III.4 Mechanical System Advancement**

This Task provides calculations, basic design, and outline specifications for the mechanical engineering systems consistent with the decisions on prescriptive vs. performance decisions for the project.

### **Task III.5 Structural System Advancement**

This Task provides calculations, basic design, and outline specifications for the structural engineering systems consistent with the decisions on prescriptive vs. performance decisions for the project, and incorporating the impacts from the Final Geotechnical Report.

### **Task III.6 Evaluate Prescriptive vs. Performance Criteria**

A major decision comes at this point if determining what project elements need to be prescriptive versus those that can be defined with performance criteria. A working session will be conducted with all disciplines of the DCP Team to work out the best method to convey the required information to the DBEs. One working assumption is that the electronic security and control systems will be carefully defined.

### **Task III.7 Outline Specifications**

As the design narratives by discipline are updated, the companion effort will be development of outline specifications in standard format. The level of information in the specification sections will be related to whether or not they are performance based or more prescriptive in nature.

### **Task III.8 Site Plan Concepts & Utilities**

Based upon the approved design scheme, a general site development plan will be prepared showing access points, on site circulation, parking areas, service areas, and building footprint. Another drawing will show primary utility points of access and how they could be routed on site. If off site work is required to access primary utility connections, it will be so documented.

### **Task III.9 Refine Program & Room Data Sheets**

Reiterating the importance of operationally-based planning and design, the proposed operational plan will be updated to incorporate the intended operation of each functional component area of the facility. It is essential to know how the facility is intended to operate in detail, not only for the evolving basic design strategy, but also for potential DBEs to understand what the objectives are in terms of an effective design solution. Projected staffing requirements for uniformed and civilian personnel will also be compiled at this stage.

# **Exhibit A - Escambia County Jail Design Criteria Professional**

## **Scope of Design Criteria Professional (DCP) Services**

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Component level information will be refined to reflect the Final Operational Plan, then space design criteria will be developed for each required space. This will convey required area, number of spaces, security requirements, utility and communication elements, special features, and wall/ceiling finishes. Working sessions with key personnel will be used to review and edit all the room data sheets.

*[Note: Owner purchased FF&E items will be defined as general descriptions in room data sheets. Based on the information contained in the room data sheets, a detailed FF&E package will be prepared by the DBE team.]*

### **Task III.10 Security Systems Workshop**

Because of the absolute importance of the various elements for command, control, communications, and life safety, a workshop will be conducted to update all information.

### **Task III.11 Detention/Electronic Security Drawings**

Drawings indicating security envelope separations throughout the project, the location of cameras and other devices will be prepared to clearly define these project requirements. This is a critical system that needs to be prescriptive in terms of minimum requirements.

### **Task III.12 Refine Floor Plans/Enlarged Plans/ Wall Sections**

This Task will also examine potential building envelope and interior design elements to define minimum requirements for exterior wall performance and interior construction required for security envelopes around functional component areas. This will also relate back to the studies on exterior massing and architectural character to fit into the neighborhood.

### **Task III.13 Design-Build Building Package Development**

This Task will compile all of the various elements of the Design-Build Package together, with executive summaries and indexes in draft form. Copies will be distributed to the project team to review and check for completeness. A peer review team will provide another source of review capability.

### **Task III.14 Review Specifications Development**

This Task will focus on the specifications of the Design-Build Package. Copies will be distributed to the project team to review and check for completeness. A peer review team will provide another source of review capability.

### **Task III.15 Best Value Team Work Session**

As the full draft D-B Package is assembled, this is an opportune time to step back and perform a best value analysis. A working session of all disciplines on the DCP Team and County stakeholders will be conducted to ensure the best value approaches are being incorporated in the Project. This effort will include investigation of ideas and options for all disciplines, with a particular focus on sustainable design/ conservation measures and environmental impacts. For example, consideration of a waste water recovery system in the Laundry.

### **Task III.16 Confirm Scope vs. SD Cost Estimate**

As more detail is developed now and best value analysis performed, the projected schedule and estimated cost of construction will be updated. Project soft cost line items will also be updated. At this point in time, the projected staffing requirements will be developed in concert with the Department of Corrections and anticipated operational costs will be compiled, based on the anticipated engineering design solutions. This Task will provide a report for formal review and approval by the Project Review Committee.

# **Exhibit A - Escambia County Jail Design Criteria Professional**

## **Scope of Design Criteria Professional (DCP) Services**

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### **Task III.17 Design Narrative Finalization**

In this Task, a final draft of the design narrative will be produced, outlining the operational objectives, conceptual design proves, and basis of design applicable to the Project. This will include design narratives for site development, architecture, security electronics, detention equipment, and all engineering disciplines.

### **Task III.18 Define Alternate Scenarios**

At this stage, there will still be some potential alternatives to consider in terms of systems, sustainable design elements, and other features/upgrades that may not fit within the established budget. Typically, these will be developed as “Add Alternates” that DBE teams will price, allowing the Owner to pick specific additional items based upon total budget results and/or desired added value.

### **Task III.19 Draft Bridging Documents – Phase I**

This Task will compile all of the various elements of the Design-Build Package for Phase I together, with executive summaries and indexes in final draft form. Copies will be distributed to the Project Review Committee to review and comment on the total document.

### **Task III.20 Prepare Draft Design-Build RFQ**

As the D-B package is evolving into near final form, the DLR Group/Bay Design team will work with the Project Review Committee to draft a Request for Qualifications package for interested Design Build Entities (DBEs). Working sessions will be conducted with key County stakeholders to define appropriate submission requirements and evaluation criteria. The DCP Team will contribute the project description and basic scope of work information, and assist in finalizing the RFQ for issuance by the County.

### **Task III.21 Define Sustainability Goals**

In the public sector, integration of sustainable design elements in projects is an important consideration, whether required or not. This Task will define cost effective “green building” elements and processes that are beneficial to be met in the Project.

### **Task III.22 Interior Design**

The draft Bridging Documents will be reviewed to ensure that interior design requirements are clearly stated, in terms of establishing a good work environment, durable finishes, and in delineating security envelopes and their construction.

### **Task III.23 Building Envelope**

Similarly, the draft Bridging Documents will be reviewed to ensure that design requirements are clearly stated for the overall building envelope, including clear definition of where secure construction is required.

### **Task III.24 Milestone Presentation**

Similarly, a comprehensive review with key stakeholders will be used to vet the contents of the Draft Bridging Documents – allowing sufficient time over several days to look at all the elements required. This effort will be followed with a summary presentation to the Project Review Committee, along with any outstanding issues that need to be addressed.

**Fee Summary for Phase III:**      **\$ 739,880** including expenses

# **Exhibit A - Escambia County Jail Design Criteria Professional**

## **Scope of Design Criteria Professional (DCP) Services**

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### **Phase IV: Bridging Documents/ Final Design-Build RFP**

The purpose of Phase IV is to utilize the results of the detailed review processes in Phase III in an action plan to finalize all elements of draft Design Build Bridging Documents. This Phase will also include assistance in the DBE selection process in terms short-listing qualified teams, and issuing the Request for Proposals to those pre-qualified shortlisted teams.

Phase IV tasks include:

- IV.1 Incorporate Review Comments
- IV.2 Revise D-B Technical RFP
- IV.3 Proposal and Contract Requirements
- IV.4 Confirm Allowances
- IV.5 Estimate of Probable Cost
- IV.6 Confirm D-B Schedule
- IV.7 Utility Service Confirmations from Local Providers
- IV.8 Performance & Prescriptive Specifications
- IV.9 Issue RFQ to D-B Teams
- IV.10 Drawings Refinements
- IV.11 Quality Control Review
- IV.12 Finalize Bridging Documents
- IV.13 Milestone Review

#### **Task IV.1 Incorporate Review Comments**

This Task incorporates review comments from the peer review, internal reviews, and Project Review Committee to finalize the technical design and construction requirements for the Project. The DCP Team Project Manager will work from the Action Plan developed in group meetings to “check off” the required additions and/or modifications as they are completed.

#### **Task IV.2 Revise D-B Technical RFP**

As the D-B package is being assembled into its final form, the DLR Group/Bay Design team will work with the Project Review Committee to finalize a Request for Proposals package for short-listed Design Build Entities (DBEs). Working sessions will be conducted with key stakeholders to define appropriate submission requirements and evaluation criteria in finalizing the RFP for issuance by the County. The DCP Team will provide sample evaluation criteria used in similar situations to assist Escambia County in forging the evaluation criteria they want to use.

#### **Task IV.3 Proposal and Contract Requirements**

In this Task, the DCP Team will work with County Purchasing and Facilities Management, other Agencies as required, to define the “front end” sections defining the selection process, evaluation criteria, bond requirements, form of contract, financial stability information and the like that will go into the Request for Proposals (RFP). The DLR Group/Bay Design team will provide sample front end documents and provisions for consideration in this effort.

#### **Task IV.4 Confirm Allowances**

Some scope items in the project may be incorporated as Allowances. For example, an Allowance may be put in for food service and laundry equipment to be provided in the Project to eliminate potential disparity in pricing in DBE proposals. Typically, Allowances are developed to round out project soft costs as well – for Furniture, Fixtures, and Equipment (FF&E), Information Technology and the like. This Task will focus on reviewing all the Allowance items for accuracy.



# **Exhibit A - Escambia County Jail Design Criteria Professional**

## **Scope of Design Criteria Professional (DCP) Services**

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### **Task IV.5 Estimate of Probable Cost**

One last review of the estimate of probable cost, now based on the dates established for selection, and after review of the projected bidding climate and market conditions.

### **Task IV.6 Confirm D-B Schedule**

One last review of the projected schedule, now based on the dates established for selection and updated estimate of probable cost, after confirmation of the desired target completion dates by the County.

### **Task IV.7 Utility Service Confirmations from Local Providers**

The DCP Team will review and confirm local utility supplier connections and requirements so that information is clearly stated to the DBE firms. Identify responsibilities for impact fees and utility connection fees.

### **Task IV.8 Performance & Prescriptive Specifications**

Based on reviews and comments, the Final Specifications will be compiled, incorporating performance or prescriptive requirements as dictated by the level of information required.

### **Task IV.9 Issue RFQ to D-B Teams**

In this Task, the DLR Group/Bay Design team will assist Escambia County in issuing the Request for Qualifications (RFQ) to interested parties by identifying the opportunity to known firms with expertise and in preparing actual release information.

### **Task IV.10 Drawing Refinements**

Final drawings establishing design requirements and an acceptable solution will be completed; large scale plans and diagrams will be used to convey project intent, particularly in terms of each type of housing unit. Building configuration and functional relationships will be shown in the floor plans, elevations, and sections.

### **Task IV.11 Quality Control Review**

The entire Bridging Document Package (narratives, drawings, specifications) will be reviewed for content and proper grammar, clarity of drawings and specifications. This will also be a check on eliminating conflicting information.

### **Task IV.12 Finalize Bridging Documents**

The final D-B Bridging Documents will be compiled and the indexes and appendices reviewed.

### **Task IV.13 Milestone Review**

As all of this information is brought together, a Project Review Committee meeting will be held to present the final Bridging Document Package and to review the final schedule & estimate of probable cost. Discussion will also focus on the detailed schedule and expectations for the upcoming selection process.

**Fee Summary for Phase IV:**      **\$ 327,370** including expenses

# **Exhibit A - Escambia County Jail Design Criteria Professional**

## **Scope of Design Criteria Professional (DCP) Services**

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### **Phase V: Design-Build Procurement**

The purpose of Phase V is to assist the County in presenting the project requirements to the proposing DBEs and to provide technical assistance in the selection process and onboarding the successful team.

Phase V tasks include:

- V.1 RFQ Evaluation/Short List D-B Teams
- V.2 Issue RFP
- V.3 Pre-Proposal Meeting
- V.4 Requests for Clarifications Review
- V.5 Requests for Substitution Review/Response
- V.6 Supplemental Drawings & Addenda
- V.7 D-B Teams Submit Proposals
- V.8 Multi-Discipline Technical Reviews for Compliance
- V.9 Prepare Requests for Technical Clarifications
- V.10 Detailed Review/Verification of Cost Proposals
- V.11 RFP Proposal Review w/County Workshop
- V.12 Participate in Proposal Presentation Interviews
- V.13 Assist in Interview Evaluations
- V.14 Assist County in Award/ Issuance of NTP
- V.15 Document the Selection Process

#### **Task V.1 RFQ Evaluation/Short List Three D-B Teams**

The DLR Group/Bay Design Team will assist the County in evaluation of the RFQ submissions, and providing information and advice in the selection of the short list of a maximum of three firms to receive the Request for Proposals (RFP). The DCP Team will provide documentation of the process and results for the record.

#### **Task V.2 Issue RFP**

The DLR Group/Bay Design Team will assist the County in notification to the short-listed teams and in issuing the Request for Proposals (RFP), ensuring that a complete package is issued to each.

#### **Task V.3 Pre-Proposal Meeting**

After the RFP is issued, the DCP Team will be active participants in the Pre-Proposal Meeting with the short-listed DBE Teams. This will include a general presentation of the design approach, key issues, expectations for the DBE Proposals, and evaluation criteria. Generic questions will also be addressed and documented on the record.

#### **Task V.4 Requests for Clarifications Review**

Some technical issues may arise requiring more clarification. The DCP Team will carefully investigate each and provide technical guidance and answers as required.

#### **Task V.5 Requests for Substitution Review/ Response**

The DBE may make requests for substitutions, requiring a determination on acceptability. The DCP Team will carefully investigate each and provide technical guidance and answers as required.

#### **Task V.6 Supplemental Drawings & Addenda**

If an issue or question is identified that potentially impacts all DBE proposers, supplemental drawings and/or Addenda will be issued expeditiously as required.

# **Exhibit A - Escambia County Jail Design Criteria Professional**

## **Scope of Design Criteria Professional (DCP) Services**

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### **Task V.7 D-B Teams Submit Proposals**

The DCP Team will assist the County in receiving RFP responses, checking each package for general compliance with submission requirements.

### **Task V.8 Multi-Discipline Technical Review for Compliance**

When the DBE Proposals are received, the various disciplines on the DCP Team will be engaged to ascertain whether or not each proposal conforms to the required criteria. If there are minor questions, clarifications will be solicited from the proposer(s) – in Task V.9.

### **Task V.9 Prepare Requests for Technical Clarification (of DBE Proposals)**

During the technical review process by the DCP Team issues, missing/incomplete information, or lack of clarity in a DBE Proposal will be identified and follow-up requests for technical clarification will be drafted for the County to send to the effected DBE team.

### **Task V.10 Detailed Review/Verification of Cost Proposals**

As a companion effort to Task V.09 above, this Task will delve into the price proposals for each team. Rider Levett Bucknell will lead this effort, with participation of DCP Team leaders providing their insight in terms of the feasibility of means and methods of construction and general costs by system.

### **Task V.11 RFP Proposal Review with County Workshop**

A collective work session with stakeholders and the DCP Team leaders will be conducted to discuss the technical evaluations and findings with the designated Selection Committee. This workshop is important for Selection Committee members to understand how well each proposing team did in terms of technical compliance. This discussion will also include follow-up information gathered from the request for technical clarification above.

### **Task V.12 Participate in Proposal Presentation Interviews**

The DLR Group/Bay Design team will provide experienced assistance and support to the Selection Committee in preparing for, conducting, and recording oral presentations by the respective DBE teams. It is assumed that the DCP Team will not be a voting member of the Selection Committee – but rather provide close in technical analysis and other review support.

### **Task V.13 Participate in Interview Evaluations**

As a follow-up to V.12 above, the DLR Group/Bay Design team will provide assistance and support to the Selection Committee members for any questions they may have in terms of technical aspects of the project.

### **Task V.14 Assist County in Award/ Issuance of NTP**

The DCP team will provide technical assistance in drafting a Notice of Award and issuing a Notice to Proceed to the successful DBE Team.

### **Task V.15 Document the Selection Process**

The DLR Group/Bay Design Team will document the entire RFQ, RFP, and Selection Process for the record.

**Fee Summary for Phase V:**                      **\$ 434,100** including expenses

# **Exhibit A - Escambia County Jail Design Criteria Professional**

## **Scope of Design Criteria Professional (DCP) Services**

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### **Phase VI: Design-Build Delivery**

The purpose of Phase VI is to provide continuing direct involvement in the Project representing the County's prime interest in getting the level of quality and quantities required in the Bridging Documents. During the Final Design Phase the DCP Team will provide technical assistance as required to promote a cost effective and appropriate final design solution that meets operational objectives. During the construction phase the DCP Team will continue to provide technical assistance and staff augmentation as required to carry the project forward successfully, resolving technical issues impartially.

Phase VI tasks include:

- VI.1 Attend Monthly AOC Meeting Reviews (24 meetings)
- VI.2 Periodic Review of Construction Document Development (2)
- VI.3 Provide Supplemental Information/Review Requests for Substitutions
- VI.4 Participate in Agency Reviews
- VI.5 Owner Direct Purchase Assistance
- VI.6 Review Pay Applications
- VI.7 Review Submittals
- VI.8 Field Observations - Full Time Field Representative [24 months]
- VI.9 RFI and Clarification Responses
- VI.10 Review Change Order Requests
- VI.11 Weekly Field Reports
- VI.12 Photography (by On-Site Rep.)
- VI.13 Punch List Reviews
- VI.14 Substantial Completion Review
- VI.15 Final Completion Review
- VI.16 Review Close-Out Documents

#### **Task VI.1 Attend Monthly AOC Meeting Reviews (24 meetings)**

The DLR Group/Bay Design team will participate in monthly meetings of the Architect/Owner/Contractor to provide an objective voice in maintaining the County's interests and interpretations of the design and construction requirements to be met.

#### **Task VI.2 Periodic Review of Construction Document Development (2 Reviews)**

As the selected DBE goes through the Final Design phase, the DCP Team will schedule periodic meetings to provide an on board review of the work as it progresses. This "hands on" approach will identify issues earlier than they would otherwise surface and allow the DCP Team to work in concert with the DBE to generate solutions as required.

#### **Task VI.3 Provide Supplemental Information/Review Requests for Substitutions**

The DCP Team will maintain a formal process of documenting Requests for Information (RFIs) and Substitutions (RFSs) that come in, the recommended response, and the rationale for taking that position. These will be handled expeditiously so as to not delay progress on the Project.

#### **Task VI.4 Participate in Agency Reviews**

The DCP Team will assist early scheduling and will participate in meetings with agencies having jurisdiction during to ensure clarity of what is required of the final design architect and when it needs to be submitted. As required, the DCP Team will also attend review meetings to assist interpretations of scope requirements.

# **Exhibit A - Escambia County Jail Design Criteria Professional**

## **Scope of Design Criteria Professional (DCP) Services**

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### **Task VI.5 Owner Direct Purchase Assistance**

For items that the County may purchase directly on the project, The DLR Group/Bay Design team will provide technical assistance for defining requirements and acquisition, using the forms and process already established by Escambia County.

### **Task VI.6 Review Pay Applications**

The DLR Group/Bay Design project management team will participate in regular meetings, discussions, and monitor all activity on the project in order to accurately assess the percent completion of work during final design and construction. DBE applications for payment will be reviewed, with the DCP project manager's indication of the actual percent completion of work at that point.

### **Task VI.7 Submittal Reviews**

The DCP Team will also review all formal submittals to the County on the Project, primarily to evaluate technical adequacy and make recommendations to the County in terms of acceptance or modification required.

### **Task VI.8 Field Observations - Full Time Field Representative [20 months construction]**

Full time on site representation will be provided to facilitate the progress of the work and to expedite identification, resolution or issues as they arise.

### **Task VI.9 RFI and Clarification Responses**

During the final Design Phase and in the later Construction Phase, the DCP Team will formally record, review, and make recommendations (with supporting reasons) to the County in terms of responses to supplemental Requests for Information (RFI's) and Requests for Clarifications. The DCP Team will continue to ensure that the operational intent and design & construction requirements are properly addressed in the Project.

### **Task VI.10 Review Change Order Requests**

Requested change orders will be formally logged in, reviewed, and recommendations made to the County in terms of action. A key element here is review of proposed cost revisions for appropriateness.

### **Task VI.11 Weekly Field Reports**

While the DBE will be responsible for documenting meeting minutes, the DCP Team will issue a weekly field report reporting our observations on progress and issues on the Project.

### **Task VI.12 Photography (by On-Site Representative)**

Project progress and conditions will be recorded through on-going photography as the work progresses.

### **Task VI.13 Punch List Reviews**

The DCP Team project management personnel will review the proposed Punch List for Project Completion to ensure that it is comprehensive and accurate.

### **Task VI.13 Substantial Completion Review**

A major milestone is the contractor reaching the point of substantial completion. The DLR Group/Bay Design project management personnel will participate in documenting this level of completion.

# **Exhibit A - Escambia County Jail Design Criteria Professional**

## **Scope of Design Criteria Professional (DCP) Services**

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### **Task VI.14 Final Completion Review**

The DLR Group/Bay Design project management personnel will participate in documenting this level of completion through reviewing acceptable completion of punch list items, and whether or not all systems are up and running as specified.

### **Task VI.15 Review Close-Out Documents**

DLR Group/Bay Design project management personnel will review the final close out documents to ensure that everything is covered and properly documented, including compilation of all user O&M manuals and warranties.

**Fee Summary for Phase VI:**      **\$ 925,100** including expenses

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### Phase VII: Transition & Activation

The purpose of Phase VII is to assist the County's Department of Correction in transition planning and activation of the new facility. The anticipated scope for this phase is primarily providing technical advice and assistance, with the exception of hands on involvement in Security and Control System training.

*[At the County's request, technical performance of transition planning (e.g. policy and procedure manuals) and/or commissioning services can be provided by the DLR Group/Bay Design team. These "full services" are not currently included in the Work Plan.]*

Phase VII tasks include:

- VII.1 Assist Owner in Transition Activities
- VII.2 Assist Owner in Training of Security Systems
- VII.3 Assist Owner in Activation Planning
- VII.4 Assist Owner in Policy & Procedures - Operations
- VII.5 Testing/Commissioning Assistance – Security Systems

#### Task VII.1 Assist Owner in Transition Activities

The DCP Team will provide examples from their experience on prior projects in terms of the steps and resources needed for an effective Transition process. This Task will need to start relatively early, since the best practice is to have at least key members on the Department of Corrections transition team participate throughout the design criteria documents as well as final design & construction.

#### Task VII.2 Assist Owner in Training of Security Systems

As one of the most important elements in facility operation, the DLR Group/Bay Design team will be active participants with R&N Consultants in the explanation, demonstration, testing, and training of all communication, control, security, and life safety systems.

#### Task VII.3 Assist Owner in Activation Planning

The DCP Team will provide examples from their experience on prior projects in terms of the steps and resources needed for activation of the Project. The technical support here is to assist facility maintenance personnel to check all operating systems, devices, and equipment to see if they are all in proper operating order to meet their design requirements. Another aspect is to ensure that all User Manuals and Warranties are provided by the DBE.

#### Task VII.4 Assist Owner in Policy & Procedures – Operations

The DCP Team will provide examples from their experience on prior projects in terms of the steps and resources needed for day to day operation of a contemporary secure facility. The technical support here is to assist facility executive and supervisory personnel in defining all operational Policies & Procedures. The DCP Team will provide sample documents, advice, and organizational assistance.

#### Task VII.5 Testing/Commissioning Assistance – Security Systems

Typically, Counties contract separately for MEP system and envelope commissioning services; and if necessary, for sustainable design credits for a LEED or Green Globe rating. Given the importance the design and operation of security and control systems, the DCP Team will provide on-site technical support in getting the security, control, communication, and life safety systems up and operating.

**Fee Summary for Phase VII:**

**\$ 125,700** including expenses



Exhibit B - Escambia County DCP - Overall Timeline Scedule

ID	Task Name	Duration	Start	Finish	2015												2016						
						May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
					4/12	5/10	6/7	7/5	8/2	8/30	9/27	10/25	11/22	12/20	1/17	2/14	3/13	4/10	5/8	6/5	7/3		
1	Phase 0 - Orientation & Organization	4 wks	Mon 8/31/15	Fri 9/25/15																			
8	Phase 1 - Program Verification & Site Information	12 wks	Mon 9/28/15	Fri 12/18/15																			
24	County Milestone Review	1 wk	Mon 12/21/15	Fri 12/25/15																			
25	Phase 2 - Program Finalization & Concept Design	8 wks	Mon 12/28/15	Fri 2/19/16																			
43	County Milestone Review	2 wks	Mon 2/22/16	Fri 3/4/16																			
44	Phase 3 - Bridging Documents/Draft Design-Build RFP	8 wks	Mon 3/7/16	Fri 4/29/16																			
68	County Milestone Review	2 wks	Mon 5/2/16	Fri 5/13/16																			
69	Phase 4 - Bridging Documents/Final Design-Build RFP	5 wks	Mon 5/16/16	Fri 6/17/16																			
82	Milestone Review - Executive Team	2 wks	Mon 6/20/16	Fri 7/1/16																			
83	Phase 5 - Design-Build Procurement - Team Selection	16 wks	Mon 7/4/16	Fri 10/21/16																			
99	Phase 6 - Design-Build Delivery	100 wks	Mon 10/24/16	Fri 9/21/18																			
116	Phase 7 - Transition & Activation	4 wks	Mon 9/24/18	Fri 10/19/18																			

Project: Escambia County Jail  
Date: April 13, 2015

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline



















Progress

DLR Group

Page 1

## Exhibit B - Escambia County DCP - Overall Timeline Scedule

[illegible]

Project: Escambia County Jail Date: April 13, 2015	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

## Exhibit “C”

### Fee Proposal

#### Design Criteria Professional

#### New Escambia County 1,476-Bed Correctional Facility

The proposed fee identified below reflects the Work Plan submitted in Exhibit A.. The fee is divided into the various phases of the project is inclusive of the consultant's direct expenses.

#### Phase 0 – Orientation/Organization/Management

Subtotal        \$ 210,270

#### Phase 1 – Program Verification and Site Identification

Subtotal        \$ 589,960

#### Phase 2 – Program Finalization and Concept Design

Subtotal        \$ 646,900

#### Phase 3 – Bridging Documentation and Draft Design-Build RFP

Subtotal        \$ 739,880

#### Phase 4 – Bridging Documents and Final Design-Build RFP

Subtotal        \$ 327,370

#### Phase 5 – Design-Build Procurement and Team Selection

Subtotal        \$ 434,100

#### Phase 6 – Design-Build Delivery

Subtotal        \$ 925,100

#### Phase 7 – Transition and Activation Support

Subtotal        \$ 125,700

**Total Fee        \$3,999,280**

## Estimated Monthly Invoicing Schedule

### Escambia County Design Criteria Professional

	PHASE FEE	Current % Completed	Running % Complete	Total Cost By Month
<b>PHASE 0</b>	<b>\$ 210,270</b>			
SEP 2015		90%	90%	\$ 189,243
OCT 2015		10%	100%	\$ 21,027
<b>PHASE 1</b>	<b>\$ 589,960</b>			
OCT 2015		33%	33%	\$ 194,687
NOV 2015		33%	66%	\$ 194,687
DEC 2015		34%	100%	\$ 200,586
<b>PHASE 2</b>	<b>\$ 646,900</b>			
JAN 2016		50%	50%	\$ 323,450
FEB 2016		50%	100%	\$ 323,450
<b>PHASE 3</b>	<b>\$ 739,880</b>			
MAR 2016		40%	40%	\$ 295,952
APR 2016		40%	80%	\$ 295,952
MAY 2016		20%	100%	\$ 147,976
<b>PHASE 4</b>	<b>\$ 327,370</b>			
MAY 2016		25%	25%	\$ 81,843
JUN 2016		75%	100%	\$ 245,528
<b>PHASE 5</b>	<b>\$ 434,100</b>			
JUL 2016		25%	25%	\$ 108,525
AUG 2016		25%	50%	\$ 108,525
SEP 2016		25%	75%	\$ 108,525
OCT 2016		25%	100%	\$ 108,525
<b>PHASE 6</b>	<b>\$ 925,100</b>			
NOV 2016		3.00%	3.00%	\$ 27,753
DEC 2016		4.00%	7.00%	\$ 37,004
JAN 2017		4.00%	11.00%	\$ 37,004
FEB 2017		4.00%	15.00%	\$ 37,004
MAR 2017		4.00%	19.00%	\$ 37,004
APR 2017		5.00%	24.00%	\$ 46,255
MAY 2017		5.00%	29.00%	\$ 46,255
JUN 2017		4.00%	33.00%	\$ 37,004
JUL 2017		4.00%	37.00%	\$ 37,004
AUG 2017		4.00%	41.00%	\$ 37,004
SEP 2017		4.00%	45.00%	\$ 37,004
OCT 2017		4.00%	49.00%	\$ 37,004

Exhibit "C"

## Estimated Monthly Invoicing Schedule

### Escambia County Design Criteria Professional

	PHASE FEE	Current % Completed	Running % Complete	Total Cost By Month
NOV 2017		4.00%	53.00%	\$ 37,004
DEC 2017		4.00%	57.00%	\$ 37,004
JAN 2018		4.00%	61.00%	\$ 37,004
FEB 2018		4.00%	65.00%	\$ 37,004
MAR 2018		4.00%	69.00%	\$ 37,004
APR 2018		5.00%	74.00%	\$ 46,255
MAY 2018		5.00%	79.00%	\$ 46,255
JUN 2018		5.00%	84.00%	\$ 46,255
JUL 2018		6.00%	90.00%	\$ 55,506
AUG 2018		6.00%	96.00%	\$ 55,506
SEP 2018		4.00%	100.00%	\$ 37,004
<b>PHASE 7</b>	<b>\$ 125,700</b>			
SEP 2018		50%	50.00%	\$ 62,850
OCT 2018		50%	100.00%	\$ 62,850
TOTAL				<b>\$ 3,999,280</b>



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8726**

**County Administrator's Report 11. 21.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Acceptance of a Drainage Easement Located at 5900 Water Spray Terrace

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

**Organization:** Public Works

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning the Acceptance of a Drainage Easement Located at 5900 Water Spray Terrace - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a 20-foot-wide drainage easement, from David A. and Vicki Lynn Barnes, located at 5900 Water Spray Terrace, for the Innerarity Point Road Drainage Project:

A. Accept the donation of a 20-foot-wide drainage easement, located at 5900 Water Spray Terrace, from David A. & Vicki Lynn Barnes, for the Innerarity Point Road Drainage Project;

B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for drainage improvements, and the county benefits from the acceptance of the easement, 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, the Drainage Easement, subject to Legal review and sign-off, as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, "Innerarity Point Drainage"]

### **BACKGROUND:**

Escambia County has a project in design to make stormwater drainage improvements in the Linn Avenue and Water Spray Terrace area located off Innerarity Point Road. Design indicated the need for a Drainage Easement along the south and east property lines of property located at 5900 Water Spray Terrace. The owners of the property, David A. and Vicki L. Barnes, have agreed to the donation of the 20-foot-wide Drainage Easement. Board approval is required for the Board's acceptance of the donated Drainage Easement. Currently, the project is under construction on Linn Avenue.

This Drainage Easement was previously approved by the Board on April 29, 2014. However, due to a scrivener's error (south versus north right of way line), discovered during the sale of an adjoining property, the easement was vacated at the April 23, 2015, Board meeting. Board action will approve the corrected easement language so that the project can move forward.

**BUDGETARY IMPACT:**

Funds for construction of this project are available in Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, "Innerarity Point Drainage". Funds for the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Drainage Easement has been approved as to form and legal sufficiency by the County Attorney's Office. However, neither the legal description nor the title have been reviewed.

**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 Codes.

---

**Attachments**

Drainage Easement

parcel information

aerial map

Vacation Rec

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Prepared by:  
Wayne Manning  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

A Portion of 14-3S-32-1000-053-005  
Linn Avenue Drainage Project

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 7 day of August, 2015, by and between David A. Barnes and Vicki Lynn Barnes, formally known as Vicki Ballwey, husband and wife, whose mailing address is 6344 Wyndotte Road, Pensacola, Florida 32526 (Grantor), 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).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

### WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 14, Township 3S, Range 32 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily

removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness Bernie W Manning  
Print Name Bernie W Manning

Witness Lewis Bush  
Print Name Lewis Bush

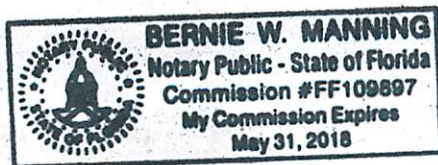
GRANTORS:

By: David A Barnes  
David A Barnes

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of August, 2015, by David A Barnes. He/She ☐ is personally known to me, or ☒ 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 Lewis Bush  
Print Name LEWIS BUSH

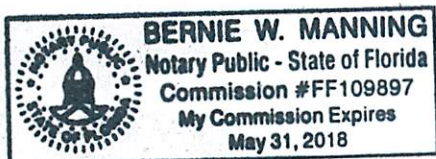
By: Vicki Lynn Barnes  
Vicki Lynn Barnes

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of August, 2015, by Vicki Lynn Barnes. He/She (☐) is personally known to me, or (☒) 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 Drainage 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

ATTEST: Pam Childers  
Clerk of the Court

\_\_\_\_\_  
Steven Barry, Chairman

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

This document approved as to form  
and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date Aug. 10, 2015



EXHIBIT "A"

Legal Description

20-ft wide Drainage Easement

Property Reference Number 14-3S-32-1000-053-005

March 25, 2015

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03°00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87°00' West for 100.00 feet; thence North 03°00' West for 272.35 feet; thence North 76°46' East for 101.11 feet to the Point of Beginning.

AND

That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the North right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02°39'52" East a distance of 15.00 feet; thence South 86°47'51" West a distance of 89.7 feet; thence South 60°34'12" West a distance of 11.23 feet; thence North 02°48'17" West a distance of 20.00 feet to the point of beginning.

Source: Escambia County Property Appraiser

[←](#)
[Navigate Mode](#)
[Account](#)
[Reference](#)
[→](#)

[Restore Full Page Version](#)

<div>General Information</div> <div>Reference: 143S321000053005</div> <div>Account: 103463600</div> <div>Owners: BARNES DAVID A &amp; BALLWEY VICKI</div> <div>Mail: 6344 WYNDOTTE RD PENSACOLA, FL 32526</div> <div>Situs: 5900 WATER SPRAY TERR BLK 32507</div> <div>Use Code: VACANT RESIDENTIAL</div> <div>Taxing Authority: COUNTY MSTU</div> <div>Tax Inquiry: <a href="#">Open Tax Inquiry Window</a></div> <div>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</div>	<div>2013 Certified Roll Assessment</div> <div>Improvements: \$0</div> <div>Land: \$34,927</div> <div>Total: \$34,927</div> <div><a href="#">Save Our Homes:</a> \$0</div> <div><a href="#">Disclaimer</a></div> <div><a href="#">Amendment 1/Portability Calculations</a></div>																														
<div>Sales Data</div> <table><thead><tr><th>Sale Date</th><th>Book</th><th>Page</th><th>Value</th><th>Type</th><th>Official Records (New Window)</th></tr></thead><tbody><tr><td>04/1994</td><td>3573</td><td>606</td><td>\$20,000</td><td>WD</td><td><a href="#">View Instr</a></td></tr><tr><td>01/1974</td><td>871</td><td>990</td><td>\$100</td><td>WD</td><td><a href="#">View Instr</a></td></tr><tr><td>01/1973</td><td>735</td><td>413</td><td>\$1,900</td><td>WD</td><td><a href="#">View Instr</a></td></tr><tr><td>01/1970</td><td>471</td><td>807</td><td>\$1,000</td><td>WD</td><td><a href="#">View Instr</a></td></tr></tbody></table> <div>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</div>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	04/1994	3573	606	\$20,000	WD	<a href="#">View Instr</a>	01/1974	871	990	\$100	WD	<a href="#">View Instr</a>	01/1973	735	413	\$1,900	WD	<a href="#">View Instr</a>	01/1970	471	807	\$1,000	WD	<a href="#">View Instr</a>	<div>2013 Certified Roll Exemptions</div> <div>None</div> <div>Legal Description</div> <div>BEG AT NW COR OF LT 11 BLK 1 SUN &amp; SAND S/D PB 4 P 35 S 3 DEG 0 MIN E ALG W LI OF S/D 290 40/100...</div> <div>Extra Features</div> <div>None</div>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
04/1994	3573	606	\$20,000	WD	<a href="#">View Instr</a>																										
01/1974	871	990	\$100	WD	<a href="#">View Instr</a>																										
01/1973	735	413	\$1,900	WD	<a href="#">View Instr</a>																										
01/1970	471	807	\$1,000	WD	<a href="#">View Instr</a>																										

#### Parcel Information

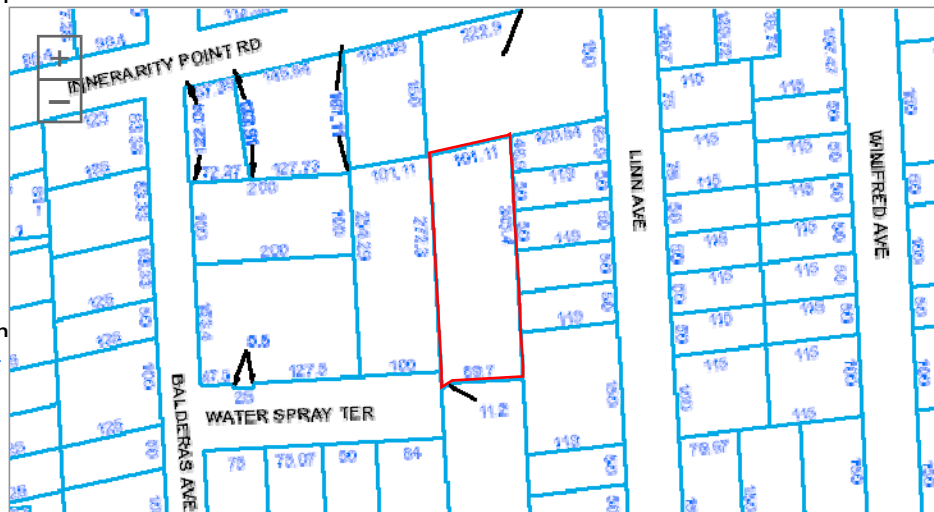
[Launch Interactive Map](#)

**Section**  
**Map Id:**  
[14-3S-32-3](#)

**Approx. Acreage:**  
0.6600

**Zoned:**  
R-3

**Evacuation & Flood Information**  
[Open Report](#)





# Innerarity Point Drainage Project



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

SSW 4/1/14 DISTRICT 2



**David A. & Vicki L. Barnes**  
**14-3S-32-1000-053-005**



**Easement Area**



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

**AI-8019**

**Public Hearings 10.**

**BCC Regular Meeting**

**Meeting Date:** 04/23/2015

**Issue:** 5:31 p.m. Public Hearing - Vacate a Drainage Easement off Water Spray Terrace

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of the vacation of a Drainage Easement off Water Spray Terrace, on the Board's own motion.

Recommendation: That the Board take the following action concerning the vacation of a 20' wide Drainage Easement off Water Spray Terrace, on the Board's own motion:

A. Approve the vacation of a 20-foot-wide Drainage Easement off Water Spray Terrace;

B. Adopt the Resolution to Vacate; and

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

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Codes 56101/56301, Project #14EN2592, Innerarity Point Drainage]

**BACKGROUND:**



The County has a project in design to make stormwater drainage improvements in the Linn Avenue and Water Spray Terrace area located south off Innerarity Point Road. Design indicated the need for drainage easements to facilitate the project. One of these, a 20-foot-wide drainage easement, lies along the south and east property line of the Barnes property located at 5900 Water Spray Terrace. The owners agreed to the donation of the easement and the Board, meeting in regular session on April 29, 2014, accepted the donation of the easement from David A. and Vicki L. Barnes. The drainage easement from David A. and Vicki Lynn Barnes is recorded in Official Record Book 7169 at Page 180 of the public records of Escambia County, Florida.

The property lying south of and abutting the Barnes property is owned by Michael and Michelle McNair, who are in the process of selling their property. Their title search revealed that due to a scrivener's error in the deed of record for the Barnes property there appears to be a problem with the south boundary line of the Barnes property and the north boundary line of the McNair property, which also affects the actual location of the County drainage easement donated by Mr. and Mrs. Barnes.

To clear up the issue of the location of the County's drainage easement, which may, depending on the interpretation of the intent in the deed of record to the Barnes, be on the McNairs property, the McNairs have asked the County to vacate any interest the County has in the drainage easement from David A. and Vicki Lynn Barnes as described and recorded in Official Record Book 7169 at Page 180 of the public records of Escambia County, Florida.

**BUDGETARY IMPACT:**

Funds for legal advertisements and document recordings are available in Fund 352, LOST III, Cost Center 210107, Object Codes 56101/56301, Project # 14EN2592, Innerarity Point Drainage.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Upon Board approval of the Vacation, the necessary documents will be signed and Staff will have the documents recorded in the public records and advertise the required public notifications.

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**Attachments**

Resolution

Notice of Adoption of Resolution

Recorded Drainage Easement

Sketch

Map

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RESOLUTION NUMBER R \_\_\_\_\_ - \_\_\_\_\_

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

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on the Board's own motion and pursuant to Section 336.10, Florida Statutes and Vacation Policy – Section III (A) of the Board of County Commissioners Policy Manual, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing use of that certain public road rights-of-way, alleyways, or other land in Escambia County, Florida, described as follows:

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03°00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87°00' West for 100.00 feet; thence North 03°00' West for 272.35 feet; thence North 76°46' East for 101.11 feet to the Point of Beginning.

AND

That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the South right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02°39'52" East a distance of 15.00 feet; thence South 86°47'51" West a distance of 89.7 feet; thence South 60°34'12" West a distance of 11.23 feet; thence North 02°48'17" West a distance of 20.00 feet to the point of beginning.

The above parcel description is recorded in Official Records Book 3573 at page 606 of the public records of Escambia County, Florida.

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

WHEREAS, the Board of County Commissioners, have caused to be published on April 6, A.D., 2015, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 p.m. on April 23, 2015 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03°00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87°00' West for 100.00 feet; thence North 03°00' West for 272.35 feet; thence North 76°46' East for 101.11 feet to the Point of Beginning.

AND

That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the South right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02°39'52" East a distance of 15.00 feet; thence South 86°47'51" West a distance of 89.7 feet; thence South 60°34'12" West a distance of 11.23 feet; thence North 02°48'17" West a distance of 20.00 feet to the point of beginning.

The above parcel description is recorded in Official Records Book 3573 at page 606 of the public records of Escambia County, Florida.

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

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

ESCAMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

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

Adopted: \_\_\_\_\_

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

NOTICE IS HEREBY GIVEN that on April 23, A.D., 2015, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03°00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87°00' West for 100.00 feet; thence North 03°00' West for 272.35 feet; thence North 76°46' East for 101.11 feet to the Point of Beginning.

AND

That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the South right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02°39'52" East a distance of 15.00 feet; thence South 86°47'51" West a distance of 89.7 feet; thence South 60°34'12" West a distance of 11.23 feet; thence North 02°48'17" West a distance of 20.00 feet to the point of beginning.

The above parcel description is recorded in Official Records Book 3573 at page 606 of the public records of Escambia County, Florida.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

Board of County Commissioners  
Escambia County, Florida

This document was prepared by:  
Stacey S. Ward  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014033125 05/13/2014 at 10:21 AM  
OFF REC BK: 7169 PG: 180 - 183 Doc Type: ESM  
RECORDING: \$35.50

A Portion of 14-3S-32-1000-053-005  
Linn Avenue Drainage Project

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 7<sup>th</sup> day of March, 2014, by and between David A. Barnes and Vicki Lynn Barnes, formally known as Vicki Ballwey, husband and wife, whose mailing address is 6344 Wyndotte Road, Pensacola, Florida 32526 (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:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 14, Township 3S, Range 32 West, Escambia County, Florida;

WHEREAS, the Grantors are the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantors do hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

#### Legal or Exhibit "A"

GRANTORS also hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantors, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantors, themselves, their successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTORS do hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantors hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

Date: 5/12/2014 Verified By: D Harris



IN WITNESS WHEREOF, the Grantors has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered  
in the presence of:

Witness [Signature]  
Print Name Robin Lambert

By: [Signature]  
David A. Barnes

Witness [Signature]  
Print Name Bernie W Manning

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 20 14, by David A. Barnes. He/she ( ) is personally known to me or ( ☒ ) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning  
Notary Public-State of FL  
Comm. Exp. May 31, 2014  
Comm. No. DD967622

[Signature]  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public

Signed, sealed and delivered  
in the presence of:

Witness [Signature]  
Print Name Robin Lambert

By: [Signature]  
Vicki Lynn Barnes

Witness [Signature]  
Print Name Bernie W Manning

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 20 14, by Vicki L. Barnes. He/she ( ) is personally known to me or ( ☒ ) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning  
Notary Public-State of FL  
Comm. Exp. May 31, 2014  
Comm. No. DD967622

[Signature]  
Signature of Notary Public  
Bernie W Manning  
Printed Name of Notary Public



ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the 8th day of May, 2014, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on April 29, 2014.

BOARD OF COUNTY COMMISSISONERS  
ESCAMBIA COUNTY, FLORIDA

Lumon J. May  
Lumon J. May, Chairman



ATTEST

Pam Childers  
Clerk of the Circuit Court

Doris Harris  
Deputy Clerk

BCC Approved 04-29-2014

This document approved as to form  
and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date April 21, 2014

**EXHIBIT "A"**

Legal Description  
20-ft wide Drainage Easement  
Property Reference Number 14-3S-32-1000-053-005  
March 24, 2014

A non-exclusive 20-ft wide Drainage Easement lying and being in Section 14, Township 3 South, Range 32 West, being more particularly described as follows:

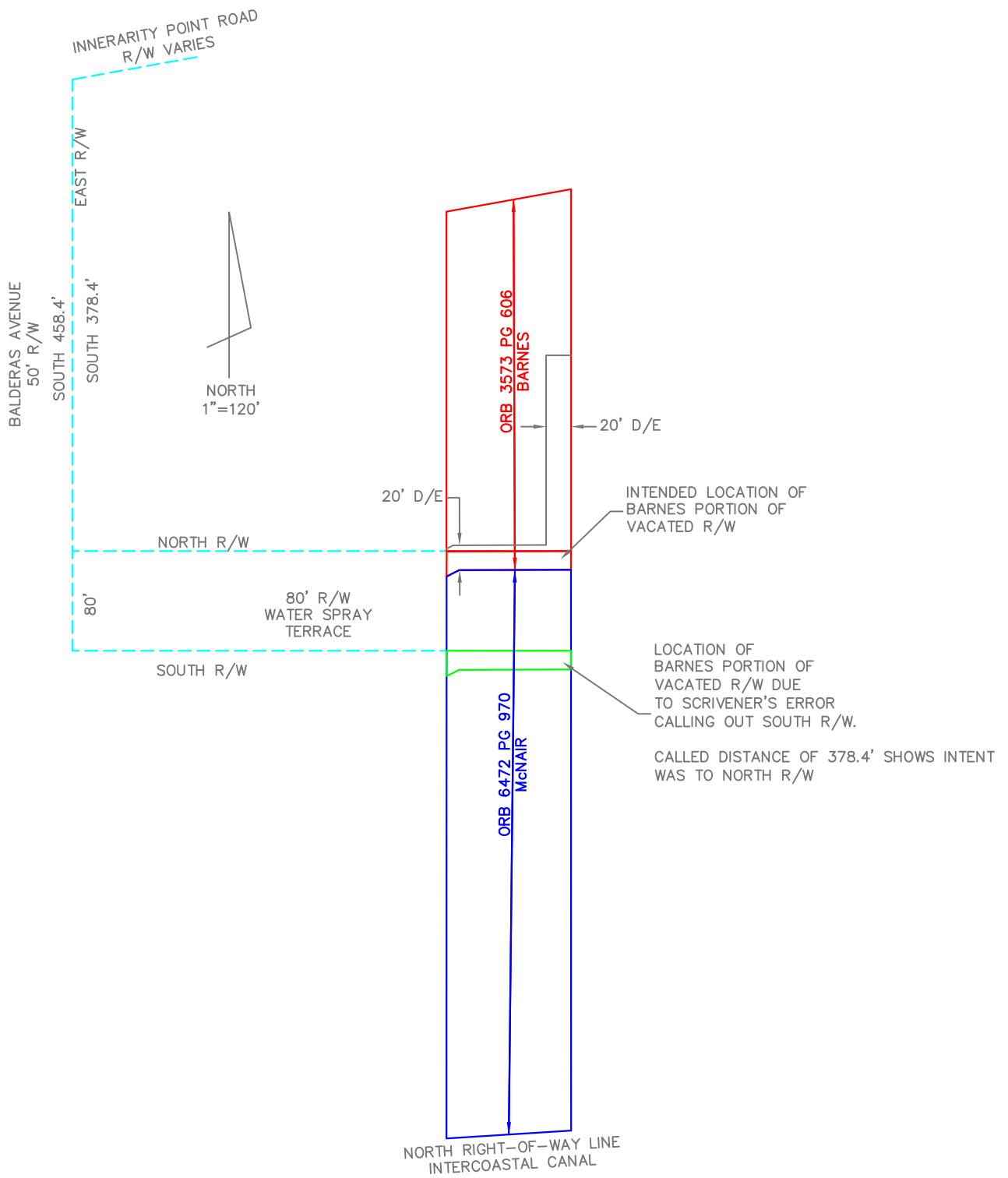
The South 20.0 feet and the East 20.0 feet of the South 172.00 feet of the following described parcel of land, said easement also being contiguous with the South and East lines:

Beginning at the Northwest corner of Lot 11, Block 1, Sun & Sand Subdivision, recorded in Plat Book 4, page 35, Escambia County, Florida; thence South 03°00' East along the West line of said Sun & Sand for 290.40 feet; thence South 87°00' West for 100.00 feet; thence North 03°00' West for 272.35 feet; thence North 76°46' East for 101.11 feet to the Point of Beginning.

AND

That portion of the road described as follows: Commencing on the intersection of the south line of the present Innerarity Road and East line of Balderas Avenue 378.4 feet to the corner of intersection of Balderas Avenue and the South right-of-way of an 80 foot dedicated right-of-way in Deed Book 322 at Page 53, public records of Escambia County, Florida; thence East at right angles 300 feet to the point of beginning; thence continue East 100 feet; thence South 02°39'52" East a distance of 15.00 feet; thence South 86°47'51" West a distance of 89.7 feet; thence South 60°34'12" West a distance of 11.23 feet; thence North 02°48'17" West a distance of 20.00 feet to the point of beginning.

The above parcel description is recorded in Official Records Book 3573 at page 606 of the public records of Escambia County, Florida.





# PROPOSED VACATION OF DRAINAGE EASEMENT OFF WATER SPRAY TERRACE



BARNES PROPERTY

McNAIR PROPERTY

INTENDED LOCATION OF COUNTY DRAINAGE EASEMENT

DRAINAGE EASEMENT TO BE VACATED



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 03/31/15 DISTRICT 2





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8467**

**County Administrator's Report 11. 22.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Jackson Lakes Box Culvert

**From:** Claudia Simmons, Division Manager

**Organization:** OMB

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Jackson Lakes Box Culvert - Claudia Simmons, Manager, Office of Purchasing

That the Board award Contract PD 14-15.071, for the Jackson Lakes Box Culvert to URETEK Holdings, Inc., in the amount of \$323,148.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330493, Project #ESDCE17]

### **BACKGROUND:**

The Office of Purchasing advertised the solicitation on June 29 and July 6, 2015, seventeen vendors were notified on June 29, 2015. Four bids were received on July 22, 2015. Uretech Holdings Inc. is the low responsive bidder. The Jackson Lakes Box Culvert Stabilization Project will consist of the lifting and stabilization of a quadruple box culvert that was damaged during the April 2014 rain event. The box culvert settled approximately +/- 2 foot on one end, which caused the culverts to separate at the joints. The structure will be lifted and stabilized with appropriate polyurethane injection material and/or fill material. This project will be submitted for reimbursement by FEMA.

### **BUDGETARY IMPACT:**

Funding: Fund 112 Disaster Recovery Fund, Cost Center 330493, Project #ESDCE17.

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

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. The Office of Purchasing advertised the solicitation on June 29 and July 6, 2015, seventeen vendors were notified on June 29, 2015. Four bids were received on July 22, 2015. Uretech Holdings Inc. is the low responsive bidder. The Jackson Lakes Box Culvert Stabilization Project will consist of the lifting and stabilization of a quadruple box culvert that was damaged during the April 2014 rain event. The box culvert settled approximately +/- 2 foot on one end, which caused the culverts to separate at the joints. The structure will be lifted and stabilized with appropriate polyurethane injection material and/or fill material. This project will be submitted for reimbursement by FEMA.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract and Purchase Order.

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**Attachments**

Bid Tab

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# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Jackson Lakes Box Culvert BID # PD 14-15.071							
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 07/22/2015 Bid Opening Location: Rm 11.407  <b>NAME OF BIDDER</b>	Cover Sheet/Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total
Cal-Tech Testing, Inc. dba Foundation Professionals of Florida	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$354,070.75
Talcon Group LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$684,489.86
URETEK Holdings Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$323,148.00
YD West Coast Home Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$407,655.00
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator				DATE: 07/22/2015				
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate				DATE: 07/22/2015				
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate				DATE: 07/22/2015				

**CAR**  
**DATE 08/20/2015**

**BOCC**  
**DATE 08/20/2015**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Uretech Holdings, Inc. for the amount of \$323,148.00

**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 @ 3:45 p.m. CDT on 08/05/2015

JFP/ahh





## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-8592**

**County Administrator's Report 11. 23.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Temporary Medical Staffing for Corrections Department

**From:** Claudia Simmons, Division Manager

**Organization:** OMB

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Temporary Medical Staffing for the Corrections Department - Claudia Simmons, Manager, Office of Purchasing

That the Board award a Multiple Award Contract PD 14-15.067, for Temporary Medical Staffing for the Corrections Department to the following firms: Staff Today, Inc., Accuire, LLC (d/b/a VForce Staffing Solutions), Nursefinders of Pensacola, LLC, and Maxim Healthcare Services, Inc., for a term of 36 months, with two options for 12-month extensions, in the estimated annual amount of \$60,000.

Vendor	Category	Rate per Hour
Staff Today, Inc.	RN	\$32.73 - \$42.00
	LPN	\$23.78 - \$29.27
	CMA	\$16.35 - \$19.75
	EMT	\$18.75 - \$23.19
Vforce Staffing Solutions	RN	\$39.00
	LPN	\$28.00
	CMA	\$22.50
	EMT	\$31.50
Nursefinders of Pensacola, LLC	RN	\$40.00
	LPN	\$32.00
	CMA	\$24.95
	EMT	\$25.00
Maxim Healthcare Services, Inc.	RN	\$40.00
	LPN	\$30.00
	CMA	\$24.95

	EMT	\$25.00
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Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101

**BACKGROUND:**

The Request for Proposal PD14-15.067 Temporary Medical Staffing for the Corrections Department was advertised in the Pensacola News Journal on June 15, 2015. Twenty two firms were notified on June 15, 2015. A total of six proposal responses were received on July 7, 2015. The Proposal Review committee met on July 15, 2015 and July 30, 2015. Four firms were selected to provide temporary Medical Staffing for the Corrections Department as needed throughout the year.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the Contracts.

**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 RFP 14-15.067 Temporary Medical Staffing for the Corrections Department was advertised in the Pensacola News Journal on June 15, 2015. Twenty two firms were notified on June 15, 2015. A total of six proposal responses were received on July 7, 2015. The Proposal Review committee met on July 15, 2015 and July 30, 2015. Four firms were selected to provide temporary Medical Staffing for the Corrections Department as needed throughout the year.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contracts and Purchase Orders.

---

**Attachments**

Register of Submitters

Agreement Staff Today

Agreement VForce

Agreement Nursefinders

Agreement Maxim

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## REGISTER OF SUBMITTERS

**Solicitation #PD 14-15.067** – Temporary Medical Staffing for Corrections Department

**RFP due Date & Time:** July 7, 2015, 3:00pm, CDT

COMPANY NAME	PHONE NUMBER	FAX NUMBER	CONTACT PERSON
Lakeview, Center, Pensacola, FL	850-469-3909	850-595-1335	M. Allison Hill
VForce Staffing Solutions, Sacramento, CA	916-924-0250	916-924-0255	Curtis Murray
Maxim Healthcare Services, Inc., Pensacola, FL	850-471-7020	850-471-7030	David Clark
Nursefinders of Pensacola LLC, Pensacola, FL	850-479-8666	850-479-8668	Adrianna Williams
Staff Today, Inc., Covina, CA	800-928-5561	877-858-6263	Jessica Lara
ATC Healthcare Services, Inc., Lake Success, NY	516-750-1600	516-750-1783	David Savitsky
SUBMITTALS RECEIVED BY: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator			
			DATE: July 7, 2015
SUBMITTALS NOTED BY: Lori Kistler, SOSA			
			DATE: July 7, 2015

No Offer – Supplemental Health Care

Posted 7/07/2015 @ 4:00pm, CDT

  
JP/lk

## **AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES PD 14-15.067**

**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 Staff Today, Inc. (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 45-3679064, and whose principal address is 212 E. Rowland Avenue, Suite 313, Covina, CA 91723.

### **WITNESSETH:**

**WHEREAS**, on June 15, 2015, the County issued a Request for Proposals (PD 14-15.067) seeking temporary medical staffing services for the Escambia County Department of Corrections; and

**WHEREAS**, the Contractor submitted a proposal in response to the County's Request for Proposals demonstrating that the Contractor was qualified to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one 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 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 Request for Proposals for Medical Staffing Services for the Department of Corrections, Specification No. P.D. 14-15.067, 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 Proposal provided as part of the Contractor's Proposal, attached hereto as **Exhibit "B"**.
5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.
6. 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.
7. 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.
8. 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.
9. 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) Employment Practices Liability with \$1,000,000 per occurrence minimum limits.

(c) Professional Liability (medical malpractice) with \$1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of the coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

(d) Florida statutory Workers' Compensation coverage.

(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 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.

(g) 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.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County. 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.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless

otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Staff Today, Inc.  
Attention: Jessica Lara  
212 E. Rowland Avenue, #313  
Covina, CA 91723

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.



17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. ACA Reporting Requirements. Contractor agrees to provide all information required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to the employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which the employee was enrolled in the Contractor's coverage.

**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: \_\_\_\_\_

Steven Barry, Chairman

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

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

**CONTRACTOR: STAFF TODAY, INC.**

By: Paul Mwangi, President

By: \_\_\_\_\_  
Corporate Secretary  
(SEAL)

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

Approved as to form and legal  
sufficiency.

By/Title: Kathleen Hef  
Date: 8/5/13

ESCAMBIA COUNTY FLORIDA  
REQUEST FOR PROPOSALS  
PROPOSER'S CHECKLIST  
TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT  
SPECIFICATION PD 14-15.067

**HOW TO SUBMIT YOUR PROPOSAL**

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS 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 PROPOSALS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:**

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND SOLICITATION REQUIREMENTS INCLUDED WITH THE (1) ONE ORIGINAL AND (3) THREE ON A CD

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL**

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- IDENTIFICATION
- 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)

**BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

**THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A NO PROPOSAL**

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "REASON FOR NO PROPOSAL" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE 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 PROPOSAL ONLY  
DO NOT RETURN WITH YOUR PROPOSAL



**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR PROPOSALS**

**TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT**

**SPECIFICATION NUMBER PD 14-15.067**

**Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015**

**MANDATORY PRE-PROPOSAL: Wednesday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2<sup>nd</sup> Floor. All proposers SHALL attend.**

**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  
Steven Barry, Chairman  
Grover Robinson, IV, Vice Chairman  
Douglas Underhill  
Wilson B. Robertson  
Lumon J. May**

**Procurement Assistance:**

**Joe F. Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4878  
Fax: (850) 595-4805  
Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com)  
Website: [www.myescambia.com](http://www.myescambia.com)**

**Technical Assistance:**

**Whitney Lucas  
Accountant, Escambia County Corrections  
6575 N. "W" Street  
Pensacola, FL 32505  
Phone: (850) 417-4479  
Fax: (850) 471-6571  
Email: [wclucas@myescambia.com](mailto:wclucas@myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**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.**



**TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT  
PD 14-15.067  
REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT**

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal
Part III	Criteria for Selection
Part IV	Scope of Work

**SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL\*\***

**SOLICITATION, OFFER AND AWARD FORM****SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., 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) 595-4805

ESCAMBIA COUNTY FLORIDA

**REQUEST FOR PROPOSALS****TEMPORARY MEDICAL STAFFING FOR CORRECTIONS  
DEPARTMENT****SOLICITATION NUMBER: PD 14-15.067****SOLICITATION**

MAILING DATE: Monday, June 15, 2015

PRE-PROPOSAL: A Mandatory Pre-Proposal and walkthrough to follow at 10:00am, CDT on Thursday, June 25, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 7, 2015 and may not be withdrawn within 90 days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)***\*Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. &amp; ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\* SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror 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 offeror is incorporated by reference herein and made a part of this contract.

**OFFEROR**

Name and Title of Signer (Type or Print)

Name of Offeror

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 \_\_\_\_\_

**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 and 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: \_\_\_\_\_

## **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 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**

#### **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 14-15.067, "Temporary Medical Staffing for Corrections Department", Name of Submitting Firm, Time and Date due.**  
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **SCOPE OF WORK**

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

### **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: [joe\\_pillitary@mvescambia.com](mailto:joe_pillitary@mvescambia.com). Technical questions may be directed to Whitney Lucas, Accountant, Corrections Department, Telephone (850) 417-4479, (Fax) (850) 471-6571. Email: [wclucas@mvescambia.com](mailto:wclucas@mvescambia.com).

### **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.

**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) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**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.

## **PART A SUMMARY**

### **PART 1 GENERAL INFORMATION**

#### **1-1 PURPOSE:**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractor to provide for Temporary Medical Staffing for the Corrections Department.

#### **1-2 OBJECTIVE**

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

#### **1-3 ISSUING OFFICER**

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Accountant, Corrections Department. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

#### **1-4 CONTRACT CONSIDERATION**

It is expected that the contracts shall be a Firm Fixed Price Contract after negotiation. Term of Contract may be three (3) years with an option for two (2) additional twelve (12) month periods; total five (5) years.

#### **1-5 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

#### **1-6 INQUIRIES**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com).

#### **1-7 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

### **1-8 SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals.....Monday, June 15, 2015
- B. Mandatory Pre-Proposal  
Conference & wall thru .....Thursday, June 25, 2015, 10:00a.m, CDT
- C. Receipt of proposals .....Tuesday, July 7, 2015, at 3:00p.m., CDT
- D. Review of Proposals.....To be determined  
Board of County
- E. Commissioners approval.....To be determined

### **1-9 PROPOSAL CONTENT AND SIGNATURE**

Solicitation, Offer and Award with original signature and three (3) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

### **1-10 NEGOTIATIONS**

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

### **1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in binding with all pages 8.5" x 11" format

### **1-12 PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

### **1-13 DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

### **1-14 DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

### **1-15 WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

### **1-16 METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

## **PART II INFORMATION REQUIRED FROM CONTRACTORS**

### **ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

#### **2-1 PROPOSAL FORMAT AND CONTENT**

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

#### **2-2 INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

#### **2-3 UNDERSTANDING OF THE PROJECT**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

#### **2-4 METHODOLOGY USED FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

#### **2-5 MANAGEMENT PLAN FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

#### **2-6 EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

2-7

#### **COST PROPOSAL**

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

### **QUALIFICATIONS**

#### **PART III CRITERIA FOR SELECTION**

Listed in order of Priority

1. Ability to fulfill labor needs, i.e. can provide LPN RN EMTs within 24 hour notice and upon completion of the Contract.
2. Cost per hour for each: RN, LPN, EMT.
3. Willing to provide 8 hours training on site by Correction Medical Staff with no cost to County/Corrections Department

#### **PART IV SCOPE OF WORK**



## **Escambia County Corrections; Temporary Medical Staffing, Scope of Work (SOW)**

It is the responsibility of the Contractor to provide the Escambia County Jail with personnel who meet the following criteria

- Possess current state license/registration and/or certification in good standings.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-Ray, professional references, criminal background check(s), and drug screening.

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

### **Services:**

- Perform professional medical services for the treatment of inmate patients.
- Provide treatment and administer medications per Physician's or ARNP's order.
- Initiate appropriate treatment and/or medications in emergency situations according to Escambia County Jail procedures.
- Ensure complete and accurate documentation in the inmate patient's health care record for all care provided using SOAP format.
- Taking vital signs & properly documenting them in the inmate patient's health record.
- Administer basic first aid as needed.
- Performing venipuncture and non-intravenous injections.
- Operating office medical equipment.
- Maintain examination rooms and check operational status of Health Services' equipment and supplies as directed and ensure that they are ready for use.
- Perform other duties as required.

The Contractor is responsible for ensuring the Contractor's staff is provided the following training:

- Orientation and appropriate training regarding on-site security and medical practices at the Escambia County Jail (This will be on the job training).
- The Contractor shall ensure that Contractor's staff performing services at the Escambia County Jail are trained in the following areas:
  - a) Cardiopulmonary Resuscitation (CPR); and first aid;
  - b) Response to medical emergency or disaster;
  - c) Recognizing signs and symptoms of mental disorders or chemical dependency;
  - d) HIV/AIDS;
  - e) Suicide prevention; and
  - f) Additional topics as required and approved by the Escambia County Jail's Health Services Administrator or designee.

The Contractor and Contractor's staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) & the National Commission on Correctional Healthcare (NCCHC). The FMJS can be found at the following link: [https://www.flsheriffs.org/uploads/docs/FMJS\\_01-01-15\\_Change\\_with\\_no\\_highlights\\_or\\_striethrus\\_.pdf](https://www.flsheriffs.org/uploads/docs/FMJS_01-01-15_Change_with_no_highlights_or_striethrus_.pdf)  
The FCAC standards can be found at the following link: <http://www.flaccreditation.org/smccorrections.htm>

Upon completion of a contract, the Contractor will have 5 LPNs and 1 RN available immediately to report to the Escambia County Jail to complete fingerprints, background checks and training in order to report for the following shifts: 6am to 6pm and 6pm to 6am. The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department.

The contractor shall provide hourly rates for the contract for the following positions:  
Registered Nurse (RN)  
Licensed Practical Nurse (LPN)  
Emergency Medical Technician (EMT)

The Contractor shall ensure that Contractor's staff adheres to all Escambia County Jail's Health Services Section policies and procedures.

The Contractor shall ensure that the Health Services Administrator, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail shall remain employed by Contractor. Contractor will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail, and Contractor will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by Contractor and the individual RN, LPN, CMA or EMT assigned to the Escambia County Jail. Escambia County Jail will pay Contractor directly, and any dispute regarding wages or benefits shall be between the RN, LPN, CMA or EMT assigned to the Escambia County Jail and Contractor.

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) 595-4980

(SUNCOM) 695-4980

FAX (850) 595-4805

<http://www.myscambia.com/solicitations>

CLAUDIA SIMMONS

Purchasing Manager

To: All Known Bidders

**ADDENDUM NUMBER 1:**

Re: Temporary Medical Staffing for Corrections Department  
Specification Number PD 14-15.067

Proposers:

Please remove and replace the Title Page to reflect the change of the Mandatory Pre-Proposal Conference will be held on Thursday,  
Wednesday, June 25, 2015.

ESCAMBIA COUNTY  
FLORIDA

**REQUEST FOR PROPOSALS**

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday Thursday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing  
Office, 2<sup>nd</sup> Floor. All proposers SHALL attend.

Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bld III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591  
Board of County Commissioners  
Steven Barry, Chairman  
Grover Robinson, IV, Vice Chairman  
Douglas Underhill  
Wilson B. Robertson  
Lumon J. May

Procurement Assistance:  
Joe F. Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4878  
Fax: (850) 595-4805  
Email: [joe\\_pillitary@myscambia.com](mailto:joe_pillitary@myscambia.com)  
Website: [www.myscambia.com](http://www.myscambia.com)

Technical Assistance:  
Whitney Lucas  
Accountant, Escambia County Corrections  
6575 N. "W" Street  
Pensacola, FL 32505  
Phone: (850) 417-4479  
Fax: (850) 471-6571  
Email: [welucas@myscambia.com](mailto:welucas@myscambia.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.

Page 2 of 2

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,

A handwritten signature in cursive script, reading "Joe F. Pillitary".

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/lk

Attachment:

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) 595-4980

(SUNCOM) 695-4980

FAX (850) 595-4805

<http://www.myscambia.com/solicitations>

CLAUDIA SIMMONS  
Purchasing Manager



June 30, 2015

To: All Known Proposers

**ADDENDUM NUMBER 2:**

Re: Temporary Medical Staffing for Corrections Department  
Specification Number PD 14-15.067

**Addendum 2 is for clarification on answers to questions:**

- Q. Please clarify what is involved with the 8 hours training that will have no cost to the County/corrections department. Is it classroom orientation, hands on patient-care, shadowing, etc. Will the county be willing to negotiate a discounted rate for training as opposed to free of cost?
- A. Training is completed by the medical, nursing supervisors, on site. Negotiations is up to the county.
- Q. How much is the fingerprinting and who covers the cost?
- A. We complete fingerprints / background checks in house at the jail. Currently there is no cost.
- Q. How much experience does the county request for each professional? i.e.: 6months, 1 year, 2 years, etc.?
- A. Ideally, we would like the candidate to have at least a year experience. However, we will take a new LPN or RN also.
- Q. Can you please provide the current incumbent vendors providing Temporary Medical Staffing services?
- A. We do not currently have a contract related to temporary medical staffing services. We only have physician staffing contract.
- Q. Can you please provide the hourly billing rates of the incumbent vendors for RN, LPN, EMT, and MA services?
- A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.
- Q. What was the total annual expenditure of the current contract in 2014 and YTD 2015?
- A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.
- Q. Will this be a Sole or multiple award?
- A. Pending the evaluation of submissions this may be a multiple award contract.

Addendum 2  
14-15.067

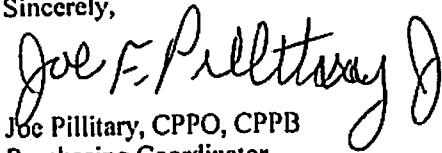
- Q. How many hours are required weekly for RN, LPN, EMT, and MA services?  
A. The hours will only be required when we are at a critical staffing need.  
There will not be a set number of hours required on a weekly basis, this will all depend on the situation at hand.
- Q. Will the scheduling for the Temporary Medical Staffing services being requested be a "block booking" advance scheduling or will it be Per Diem?  
A. It will be Per Diem
- Q. Per our conversation yesterday I was wondering what the job titles will be for this bid.  
A. It will be RN, LPN and EMT
- Q. Will you be outsourcing all of the nursing needs?  
A. At this time it is not planned to outsource all of the nursing needs.
- Q. How many hours of locums do you anticipate for the fiscal year?  
A. Currently there is not estimate of hours that will be needed. This all depends on the staffing levels within the department. The estimate funds allocated for this expenditure will be: \$150,000.
- Q. Just to clarify, 1 originally signed proposal and 3 copies of the CD are required? Please clarify the number of CDs.  
A. 3 copies of the CD are required.
- Q. Please clarify whether the county wants the proposal bound by staples, binder clips, spiral, etc?  
A. Staples or Binder Clips, please no Spiral binding.
- Q. Part II section 2-6, is it referring to the personnel roster of the staff or the personnel who will be reporting to the jail for services? Please clarify.  
A. No, not the personnel reporting to the jail for the services. The section addresses a response from the proposer on his organizational structure specific to the personnel responsible for delivery of services in the RFP.
- Q. Is there an incumbent vendor already in place providing these services? If so, who is the incumbent?  
A. We do not currently have a contract for this service.
- Q. Do you have current hourly bill rates for these services by an incumbent vendor?  
A. We do not currently have a contract for this service.
- Q. What is the annual dollar amount usage for each job title needed?  
A. The total allotted expenditure is not divided by job title.
- Q. What will be the typical length of assignments? Weeks, months, hours?  
A. The length of assignment depends on the number of vacancies the medical department has at any given time. There is no way to pre-determine this figure.
- Q. Are there any current nurses and/or EMTs currently providing services that the county wishes to transition to the newly awarded vendor?  
A. No
- Q. Will this be a single award or multiple award Contract?  
A. Pending the evaluation of submissions this may be a multiple award contract.

- Q. What is the policy on overtime? Is it over 40 hours in a week?  
A. 40 hours per week. The weeks run from Saturday-Friday.

This Addendum Number 2 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



## COST PROPOSAL

Please see below itemized list of all direct and indirect costs associated with the performance of this contract. The costs include ranges to include various levels of experience.

Title	Hourly Rate	Employer Taxes: Social Security (6.2%)	Employer Taxes: Medicare (1.45%)	Fringe (12%)	Overhead & G&A (7.35%)	Profit (8%)	Subtotal With Fee (Burdened Hourly Rate)
CMA	12.11-14.63	0.75- 0.91	0.18- 0.21	1.45- 1.76	0.89- 1.08	0.97- 1.17	16.35- 19.75
EMT	13.11-16.22	0.81- 1.01	0.19- 0.24	2.62- 3.24	0.96- 1.19	1.05- 1.30	18.75- 23.19
LPN	16.63-20.47	1.03- 1.27	0.24- 0.30	3.33- 4.09	1.22- 1.50	1.33- 1.64	23.78- 29.27
RN	22.89-29.37	1.42- 1.82	0.33- 0.43	4.58- 5.87	1.68- 2.16	1.83- 2.35	32.73-42



## **AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES PD 14-15.067**

**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 Accuire, LLC, d/b/a VForce Staffing Solutions (hereinafter referred to as "Contractor"), a for-profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 47-1958700, and whose principal address is 1485 Response Road, Suite 108, Sacramento, CA 95815.

### **WITNESSETH:**

**WHEREAS**, on June 15, 2015, the County issued a Request for Proposals (PD 14-15.067) seeking temporary medical staffing services for the Escambia County Department of Corrections; and

**WHEREAS**, the Contractor submitted a proposal in response to the County's Request for Proposals demonstrating that the Contractor was qualified to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one 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 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 Request for Proposals for Medical Staffing Services for the Department of Corrections, Specification No. P.D. 14-15.067, 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 following rates:

DISCIPLINE	HOURLY RATE
Registered Nurse	\$39.00
Licensed Practical Nurse	\$28.00
Certified Medical Assistant	\$22.50
Emergency Medical Technician	\$31.50

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. 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.

7. 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.

8. 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.

9. 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) Employment Practices Liability with \$1,000,000 per occurrence minimum limits.

(c) Professional Liability (medical malpractice) with \$1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of the coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

(d) Florida statutory Workers' Compensation coverage.

(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 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 32591.

(g) 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 32591 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.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County. 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.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: VForce Staffing Solutions  
Attention: Michael DiManno  
1485 Response Road, Ste. 108  
Sacramento, CA 95815

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement,

including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. ACA Reporting Requirements. Contractor agrees to provide all information required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to the employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which the employee was enrolled in the Contractor's coverage.

**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: \_\_\_\_\_

Steven Barry, Chairman

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

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

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

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

**CONTRACTOR: ACCUIRE, LLC d/b/a**  
**VFORCE STAFFING SOLUTIONS**

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

By: Mike DiManno, President

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

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

Approved as to form and legal  
sufficiency.

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

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

*[Handwritten Signature]*  
\_\_\_\_\_  
8/1/15



ESCAMBIA COUNTY FLORIDA  
REQUEST FOR PROPOSALS  
PROPOSER'S CHECKLIST  
TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT  
SPECIFICATION PD 14-15.067

**HOW TO SUBMIT YOUR PROPOSAL**

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS 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 PROPOSALS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:**

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND SOLICITATION REQUIREMENTS INCLUDED WITH THE (1) ONE ORIGINAL AND (3) THREE ON A CD

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL**

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- IDENTIFICATION
- 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)

**BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

**THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A NO PROPOSAL**

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "REASON FOR NO PROPOSAL" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE 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 PROPOSAL ONLY  
DO NOT RETURN WITH YOUR PROPOSAL



**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR PROPOSALS**

**TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT**

**SPECIFICATION NUMBER PD 14-15.067**

**Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015**

**MANDATORY PRE-PROPOSAL: Wednesday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2<sup>nd</sup> Floor. All proposers SHALL attend.**

**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  
Steven Barry, Chairman  
Grover Robinson, IV, Vice Chairman  
Douglas Underhill  
Wilson B. Robertson  
Lumon J. May**

**Procurement Assistance:  
Joe F. Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4878  
Fax: (850) 595-4805  
Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com)  
Website: [www.myescambia.com](http://www.myescambia.com)**

**Technical Assistance:  
Whitney Lucas  
Accountant, Escambia County Corrections  
6575 N. "W" Street  
Pensacola, FL 32505  
Phone: (850) 417-4479  
Fax: (850) 471-6571  
Email: [wclucas@myescambia.com](mailto:wclucas@myescambia.com)**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**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.**

**TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT**  
**PD 14-15.067**  
**REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT**

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal
Part III	Criteria for Selection
Part IV	Scope of Work

**SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL\*\***

**SOLICITATION, OFFER AND AWARD FORM**  
**SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., 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) 595-4805

ESCAMBIA COUNTY FLORIDA

**REQUEST FOR PROPOSALS**

**TEMPORARY MEDICAL STAFFING FOR CORRECTIONS  
DEPARTMENT**

**SOLICITATION NUMBER: PD 14-15.067**

**SOLICITATION**

MAILING DATE: Monday, June 15, 2015

PRE-PROPOSAL: A Mandatory Pre-Proposal and walkthrough to follow at 10:00am, CDT on Thursday, June 25, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 7, 2015 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

*\*Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

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 is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror 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 offeror is incorporated by reference herein and made a part of this contract.

**OFFEROR**

Name and Title of Signer (Type or Print)

Name of Offeror

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 \_\_\_\_\_

**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: \_\_\_\_\_

## **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 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**

##### **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:

<p><b>Specification Number PD <u>14-15.067</u>, "<u>Temporary Medical Staffing for Corrections Department</u>", Name of Submitting Firm, Time and Date due.</b></p> <p><b>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.</b></p>
---

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

##### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

##### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **SCOPE OF WORK**

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

### **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850) 595-4878 (Fax) (850) 595-4805, Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com). Technical questions may be directed to Whitney Lucas, Accountant, Corrections Department, Telephone (850) 417-4479, (Fax) (850) 471-6571. Email: [wclucas@myescambia.com](mailto:wclucas@myescambia.com).

### **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.



**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) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**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.

## **PART A SUMMARY**

### **PART 1 GENERAL INFORMATION**

#### **1-1 PURPOSE:**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractor to provide for Temporary Medical Staffing for the Corrections Department.

#### **1-2 OBJECTIVE**

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

#### **1-3 ISSUING OFFICER**

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Accountant, Corrections Department. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

#### **1-4 CONTRACT CONSIDERATION**

It is expected that the contracts shall be a Firm Fixed Price Contract after negotiation. Term of Contract may be three (3) years with an option for two (2) additional twelve (12) month periods; total five (5) years.

#### **1-5 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

#### **1-6 INQUIRIES**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com).

#### **1-7 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

### **1-8 SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals.....Monday, June 15, 2015
- B. Mandatory Pre-Proposal  
Conference & walk thru .....Thursday, June 25, 2015, 10:00a.m, CDT
- C. Receipt of proposals .....Tuesday, July 7, 2015, at 3:00p.m., CDT
- D. Review of Proposals.....To be determined  
Board of County
- E. Commissioners approval.....To be determined

### **1-9 PROPOSAL CONTENT AND SIGNATURE**

Solicitation, Offer and Award with original signature and three (3) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

### **1-10 NEGOTIATIONS**

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

### **1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in binding with all pages 8.5" x 11" format

### **1-12 PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

### **1-13 DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

### **1-14 DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

### **1-15 WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

### **1-16 METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

## **PART II INFORMATION REQUIRED FROM CONTRACTORS**

### **ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

#### **2-1 PROPOSAL FORMAT AND CONTENT**

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

#### **2-2 INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

#### **2-3 UNDERSTANDING OF THE PROJECT**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

#### **2-4 METHODOLOGY USED FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

#### **2-5 MANAGEMENT PLAN FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

#### **2-6 EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

2-7

#### **COST PROPOSAL**

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

### **QUALIFICATIONS**

#### **PART III CRITERIA FOR SELECTION**

Listed in order of Priority

1. Ability to fulfill labor needs, i.e. can provide LPN RN EMTs within 24 hour notice and upon completion of the Contract.
2. Cost per hour for each: RN, LPN, EMT.
3. Willing to provide 8 hours training on site by Correction Medical Staff with no cost to County/Corrections Department

#### **PART IV SCOPE OF WORK**

## **Escambia County Corrections; Temporary Medical Staffing, Scope of Work (SOW)**

It is the responsibility of the Contractor to provide the Escambia County Jail with personnel who meet the following criteria

- Possess current state license/registration and/or certification in good standings.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-Ray, professional references, criminal background check(s), and drug screening.

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

### **Services:**

- Perform professional medical services for the treatment of inmate patients.
- Provide treatment and administer medications per Physician's or ARNP's order.
- Initiate appropriate treatment and/or medications in emergency situations according to Escambia County Jail procedures.
- Ensure complete and accurate documentation in the inmate patient's health care record for all care provided using SOAP format.
- Taking vital signs & properly documenting them in the inmate patient's health record.
- Administer basic first aid as needed.
- Performing venipuncture and non-intravenous injections.
- Operating office medical equipment.
- Maintain examination rooms and check operational status of Health Services' equipment and supplies as directed and ensure that they are ready for use.
- Perform other duties as required.

The Contractor is responsible for ensuring the Contractor's staff is provided the following training:

- Orientation and appropriate training regarding on-site security and medical practices at the Escambia County Jail (This will be on the job training).
- The Contractor shall ensure that Contractor's staff performing services at the Escambia County Jail are trained in the following areas:
  - a) Cardiopulmonary Resuscitation (CPR); and first aid;
  - b) Response to medical emergency or disaster;
  - c) Recognizing signs and symptoms of mental disorders or chemical dependency;
  - d) HIV/AIDS;
  - e) Suicide prevention; and
  - f) Additional topics as required and approved by the Escambia County Jail's Health Services Administrator or designee. 20



The Contractor and Contractor's staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) & the National Commission on Correctional Healthcare (NCCHC). The FMJS can be found at the following link: [https://www.flsheriffs.org/uploads/docs/FMJS\\_01-01-15\\_Change\\_with\\_no\\_highlights\\_or\\_strikethrus.pdf](https://www.flsheriffs.org/uploads/docs/FMJS_01-01-15_Change_with_no_highlights_or_strikethrus.pdf)

The FCAC standards can be found at the following link:  
<http://www.flaccreditation.org/smccorrections.htm>

Upon completion of a contract, the Contractor will have 5 LPNs and 1 RN available immediately to report to the Escambia County Jail to complete fingerprints, background checks and training in order to report for the following shifts: 6am to 6pm and 6pm to 6am. The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department.

The contractor shall provide hourly rates for the contract for the following positions:

Registered Nurse (RN)

Licensed Practical Nurse (LPN)

Emergency Medical Technician (EMT)

The Contractor shall ensure that Contractor's staff adheres to all Escambia County Jail's Health Services Section policies and procedures.

The Contractor shall ensure that the Health Services Administrator, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail shall remain employed by Contractor. Contractor will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail, and Contractor will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by Contractor and the individual RN, LPN, CMA or EMT assigned to the Escambia County Jail. Escambia County Jail will pay Contractor directly, and any dispute regarding wages or benefits shall be between the RN, LPN, CMA or EMT assigned to the Escambia County Jail and Contractor.

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) 595-4980

(SUNCOM) 695-4980

FAX (850) 595-4805

<http://www.myscambia.com/solicitations>

CLAUDIA SIMMONS

Purchasing Manager

To: All Known Bidders

**ADDENDUM NUMBER 1:**

Re: Temporary Medical Staffing for Corrections Department  
Specification Number PD 14-15.067

Proposers:

Please remove and replace the Title Page to reflect the change of the Mandatory Pre-Proposal Conference will be held on Thursday,  
Wednesday, June 25, 2015.

ESCAMBIA COUNTY  
FLORIDA

**REQUEST FOR PROPOSALS**

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday Thursday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing  
Office, 2<sup>nd</sup> Floor. All proposers **SHALL** attend.

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

Steven Barry, Chairman

Grover Robinson, IV, Vice Chairman

Douglas Underhill

Wilson B. Robertson

Lumon J. May

**Procurement Assistance:**

Joe F. Pillitary, CPPO, CPPB

Purchasing Coordinator

Office of Purchasing

2<sup>nd</sup> Floor, Matt Langley Bell, III Building

213 Palafox Place, Room 11.101

Pensacola, FL 32502

Phone: (850) 595-4878

Fax: (850) 595-4805

Email: [joe\\_pillitary@myscambia.com](mailto:joe_pillitary@myscambia.com)

Website: [www.myscambia.com](http://www.myscambia.com)

**Technical Assistance:**

Whitney Lucas

Accountant, Escambia County Corrections

6575 N. "W" Street

Pensacola, FL 32505

Phone: (850) 417-4479

Fax: (850) 471-6571

Email: [welucas@myscambia.com](mailto:welucas@myscambia.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.

Page 2 of 2

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,

A handwritten signature in cursive script, reading "Joe F. Pillitary". The signature is written in dark ink and is positioned above the printed name and title.

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/lk

Attachment:

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) 595-4980

(SUNCOM) 695-4980

FAX (850) 595-4805

<http://www.myscambia.com/solicitations>

CLAUDIA SIMMONS  
*Purchasing Manager*



June 30, 2015

To: All Known Proposers

ADDENDUM NUMBER 2:

Re: Temporary Medical Staffing for Corrections Department  
Specification Number PD 14-15.067

Addendum 2 is for clarification on answers to questions:

- Q. Please clarify what is involved with the 8 hours training that will have no cost to the County/corrections department. Is it classroom orientation, hands on patient-care, shadowing, etc. Will the county be willing to negotiate a discounted rate for training as opposed to free of cost?
- A. Training is completed by the medical, nursing supervisors, on site. Negotiations is up to the county.
- Q. How much is the fingerprinting and who covers the cost?
- A. We complete fingerprints / background checks in house at the jail. Currently there is no cost.
- Q. How much experience does the county request for each professional? i.e.: 6months, 1 year, 2 years, etc.?
- A. Ideally, we would like the candidate to have at least a year experience. However, we will take a new LPN or RN also.
- Q. Can you please provide the current incumbent vendors providing Temporary Medical Staffing services?
- A. We do not currently have a contract related to temporary medical staffing services. We only have physician staffing contract.
- Q. Can you please provide the hourly billing rates of the incumbent vendors for RN, LPN, EMT, and MA services?
- A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.
- Q. What was the total annual expenditure of the current contract in 2014 and YTD 2015?
- A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.
- Q. Will this be a Sole or multiple award?
- A. Pending the evaluation of submissions this may be a multiple award contract.

Addendum 2  
14-15.067

- Q. How many hours are required weekly for RN, LPN, EMT, and MA services?  
 A. The hours will only be required when we are at a critical staffing need. There will not be a set number of hours required on a weekly basis, this will all depend on the situation at hand.
- Q. Will the scheduling for the Temporary Medical Staffing services being requested be a "block booking" advance scheduling or will it be Per Diem?  
 A. It will be Per Diem
- Q. Per our conversation yesterday I was wondering what the job titles will be for this bid.  
 A. It will be RN, LPN and EMT
- Q. Will you be outsourcing all of the nursing needs?  
 A. At this time it is not planned to outsource all of the nursing needs.
- Q. How many hours of locums do you anticipate for the fiscal year?  
 A. Currently there is not estimate of hours that will be needed. This all depends on the staffing levels within the department. The estimate funds allocated for this expenditure will be: \$150,000.
- Q. Just to clarify, 1 originally signed proposal and 3 copies of the CD are required? Please clarify the number of CDs.  
 A. 3 copies of the CD are required.
- Q. Please clarify whether the county wants the proposal bound by staples, binder clips, spiral, etc?  
 A. Staples or Binder Clips, please no Spiral binding.
- Q. Part II section 2-6, is it referring to the personnel roster of the staff or the personnel who will be reporting to the jail for services? Please clarify.  
 A. No, not the personnel reporting to the jail for the services. The section addresses a response from the proposer on his organizational structure specific to the personnel responsible for delivery of services in the RFP.
- Q. Is there an incumbent vendor already in place providing these services? If so, who is the incumbent?  
 A. We do not currently have a contract for this service.
- Q. Do you have current hourly bill rates for these services by an incumbent vendor?  
 A. We do not currently have a contract for this service.
- Q. What is the annual dollar amount usage for each job title needed?  
 A. The total allotted expenditure is not divided by job title.
- Q. What will be the typical length of assignments? Weeks, months, hours?  
 A. The length of assignment depends on the number of vacancies the medical department has at any given time. There is no way to pre-determine this figure.
- Q. Are there any current nurses and/or EMTs currently providing services that the county wishes to transition to the newly awarded vendor?  
 A. No
- Q. Will this be a single award or multiple award Contract?  
 A. Pending the evaluation of submissions this may be a multiple award contract.

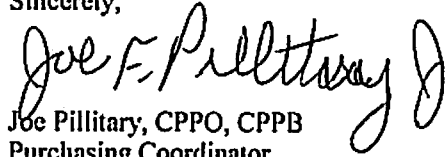
Q. What is the policy on overtime? Is it over 40 hours in a week?

A. 40 hours per week. The weeks run from Saturday-Friday.

This Addendum Number 2 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,

A handwritten signature in black ink, appearing to read "Joe F. Pillitary". The signature is written in a cursive, flowing style.

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/lk

## **AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES PD 14-15.067**

**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 Nursefinders of Pensacola, LLC (hereinafter referred to as "Contractor"), a for-profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 52-2332046, and whose principal address is 5498 North Davis Highway, Pensacola, FL 32503.

### **WITNESSETH:**

**WHEREAS**, on June 15, 2015, the County issued a Request for Proposals (PD 14-15.067) seeking temporary medical staffing services for the Escambia County Department of Corrections; and

**WHEREAS**, the Contractor submitted a proposal in response to the County's Request for Proposals demonstrating that the Contractor was qualified to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one 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 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 Request for Proposals for Medical Staffing Services for the Department of Corrections, Specification No. P.D. 14-15.067, 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 following rates:

DISCIPLINE	HOURLY RATE
Registered Nurse	\$40.00
Licensed Practical Nurse	\$32.00
Certified Medical Assistant	\$24.95
Emergency Medical Technician	\$25.00

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. 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.

7. 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.

8. 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.

9. 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) Employment Practices Liability with \$1,000,000 per occurrence minimum limits.

(c) Professional Liability (medical malpractice) with \$1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of the coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

(d) Florida statutory Workers' Compensation coverage.

(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 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 32591.

(g) 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 32591 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.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County. 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.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Nursefinders of Pensacola, LLC  
Attention: Adrianna Williams  
5498 North Davis Hwy.  
Pensacola, FL 32503

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement,

including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. ACA Reporting Requirements. Contractor agrees to provide all information required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to the employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which the employee was enrolled in the Contractor's coverage.

**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: \_\_\_\_\_

Steven Barry, Chairman

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

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

**CONTRACTOR: NURSEFINDERS OF**  
**PENSACOLA, LLC**

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

By: Bryan Krause, President

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

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

Approved as to form and legal  
sufficiency.

By/Title: Kathleen A. C. A.  
Date: 8/21/15

ESCAMBIA COUNTY FLORIDA  
REQUEST FOR PROPOSALS  
PROPOSER'S CHECKLIST  
TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT  
SPECIFICATION PD 14-15.067

**HOW TO SUBMIT YOUR PROPOSAL**

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS 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 PROPOSALS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:**

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND SOLICITATION REQUIREMENTS INCLUDED WITH THE (1) ONE ORIGINAL AND (3) THREE ON A CD

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL**

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- IDENTIFICATION
- 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)

**BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

**THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A NO PROPOSAL**

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "REASON FOR NO PROPOSAL" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE 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 PROPOSAL ONLY  
DO NOT RETURN WITH YOUR PROPOSAL



**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR PROPOSALS**

**TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT**

**SPECIFICATION NUMBER PD 14-15.067**

**Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015**

**MANDATORY PRE-PROPOSAL: Wednesday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2<sup>nd</sup> Floor. All proposers SHALL attend.**

**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  
Steven Barry, Chairman  
Grover Robinson, IV, Vice Chairman  
Douglas Underhill  
Wilson B. Robertson  
Lumon J. May**

**Procurement Assistance:**

**Joe F. Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4878  
Fax: (850) 595-4805  
Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com)  
Website: [www.myescambia.com](http://www.myescambia.com)**

**Technical Assistance:**

**Whitney Lucas  
Accountant, Escambia County Corrections  
6575 N. "W" Street  
Pensacola, FL 32505  
Phone: (850) 417-4479  
Fax: (850) 471-6571  
Email: [welucas@myescambia.com](mailto:welucas@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.**



**TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT**  
**PD 14-15.067**  
**REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT**

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

**Part A            Summary**

**Part I            General Information**

- 1-1            Purpose
- 1-2            Objective
- 1-3            Issuing Officer
- 1-4            Contract Consideration
- 1-5            Rejection
- 1-6            Inquiries
- 1-7            Addenda
- 1-8            Schedule
- 1-9            Proposal Content and Signature
- 1-10           Negotiations
- 1-11           Recommended Proposal Preparation Guidelines
- 1-12           Prime Contract Responsibilities
- 1-13           Disclosures
- 1-14           Delays
- 1-15           Work Plan Control
- 1-16           Method of Payment

**Part II           Information Required from Contractors**

- 2-1            Proposal Format and Content
- 2-2            Introduction
- 2-3            Understanding the Project
- 2-4            Methodology Used for the Project
- 2-5            Management Plan for the Project
- 2-6            Experience and Qualifications
- 2-7            Cost Proposal

**Part III          Criteria for Selection**

**Part IV          Scope of Work**

**SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL\*\***

**SOLICITATION, OFFER AND AWARD FORM**  
**SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., 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) 595-4805

ESCAMBIA COUNTY FLORIDA

**REQUEST FOR PROPOSALS**

**TEMPORARY MEDICAL STAFFING FOR CORRECTIONS  
DEPARTMENT**

**SOLICITATION NUMBER: PD 14-15.067**

**SOLICITATION**

MAILING DATE: Monday, June 15, 2015

PRE-PROPOSAL: A Mandatory Pre-Proposal and walkthrough to follow at 10:00am, CDT on Thursday, June 25, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 7, 2015 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

*\*Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\* \_\_\_\_\_  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror 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 offeror is incorporated by reference herein and made a part of this contract.

**OFFEROR**

Name and Title of Signer (Type or Print)

Name of Offeror

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 \_\_\_\_\_

**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 and 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: \_\_\_\_\_



## **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 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**

##### **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 14-15.067, "Temporary Medical Staffing for Corrections Department", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

##### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

##### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **SCOPE OF WORK**

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

### **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com). Technical questions may be directed to Whitney Lucas, Accountant, Corrections Department, Telephone (850) 417-4479, (Fax) (850) 471-6571. Email: [wclucas@myescambia.com](mailto:wclucas@myescambia.com).

### **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.

**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) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**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.



## **PART A SUMMARY**

### **PART 1 GENERAL INFORMATION**

#### **1-1 PURPOSE:**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractor to provide for Temporary Medical Staffing for the Corrections Department.

#### **1-2 OBJECTIVE**

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

#### **1-3 ISSUING OFFICER**

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Accountant, Corrections Department. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

#### **1-4 CONTRACT CONSIDERATION**

It is expected that the contracts shall be a Firm Fixed Price Contract after negotiation. Term of Contract may be three (3) years with an option for two (2) additional twelve (12) month periods; total five (5) years.

#### **1-5 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

#### **1-6 INQUIRIES**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com).

#### **1-7 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

### **1-8 SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals.....Monday, June 15, 2015
- B. Mandatory Pre-Proposal  
Conference & wall thru .....Thursday, June 25, 2015, 10:00a.m., CDT
- C. Receipt of proposals .....Tuesday, July 7, 2015, at 3:00p.m., CDT
- D. Review of Proposals.....To be determined  
Board of County
- E. Commissioners approval.....To be determined

### **1-9 PROPOSAL CONTENT AND SIGNATURE**

Solicitation, Offer and Award with original signature and three (3) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

### **1-10 NEGOTIATIONS**

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

### **1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in binding with all pages 8.5" x 11" format

### **1-12 PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

### **1-13 DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

### **1-14 DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

### **1-15 WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

### **1-16 METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

## **PART II INFORMATION REQUIRED FROM CONTRACTORS**

### **ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

#### **2-1 PROPOSAL FORMAT AND CONTENT**

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

#### **2-2 INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

#### **2-3 UNDERSTANDING OF THE PROJECT**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

#### **2-4 METHODOLOGY USED FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

#### **2-5 MANAGEMENT PLAN FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

#### **2-6 EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

2-7

**COST PROPOSAL**

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

**QUALIFICATIONS**

**PART III CRITERIA FOR SELECTION**

Listed in order of Priority

1. Ability to fulfill labor needs, i.e. can provide LPN RN EMTs within 24 hour notice and upon completion of the Contract.
2. Cost per hour for each: RN, LPN, EMT.
3. Willing to provide 8 hours training on site by Correction Medical Staff with no cost to County/Corrections Department

**PART IV SCOPE OF WORK**

## **Escambia County Corrections; Temporary Medical Staffing, Scope of Work (SOW)**

It is the responsibility of the Contractor to provide the Escambia County Jail with personnel who meet the following criteria

- Possess current state license/registration and/or certification in good standings.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-Ray, professional references, criminal background check(s), and drug screening.

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

### **Services:**

- Perform professional medical services for the treatment of inmate patients.
- Provide treatment and administer medications per Physician's or ARNP's order.
- Initiate appropriate treatment and/or medications in emergency situations according to Escambia County Jail procedures.
- Ensure complete and accurate documentation in the inmate patient's health care record for all care provided using SOAP format.
- Taking vital signs & properly documenting them in the inmate patient's health record.
- Administer basic first aid as needed.
- Performing venipuncture and non-intravenous injections.
- Operating office medical equipment.
- Maintain examination rooms and check operational status of Health Services' equipment and supplies as directed and ensure that they are ready for use.
- Perform other duties as required.

The Contractor is responsible for ensuring the Contractor's staff is provided the following training:

- Orientation and appropriate training regarding on-site security and medical practices at the Escambia County Jail (This will be on the job training).
- The Contractor shall ensure that Contractor's staff performing services at the Escambia County Jail are trained in the following areas:
  - a) Cardiopulmonary Resuscitation (CPR); and first aid;
  - b) Response to medical emergency or disaster;
  - c) Recognizing signs and symptoms of mental disorders or chemical dependency;
  - d) HIV/AIDS;
  - e) Suicide prevention; and
  - f) Additional topics as required and approved by the Escambia County Jail's Health Services Administrator or designee.

The Contractor and Contractor's staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) & the National Commission on Correctional Healthcare (NCCHC). The FMJS can be found at the following link: [https://www.flsheriffs.org/uploads/docs/FMJS\\_01-01-15\\_Change\\_with\\_no\\_highlights\\_or\\_strikethrus.pdf](https://www.flsheriffs.org/uploads/docs/FMJS_01-01-15_Change_with_no_highlights_or_strikethrus.pdf)  
The FCAC standards can be found at the following link: <http://www.flaccreditation.org/smccorrections.htm>

Upon completion of a contract, the Contractor will have 5 LPNs and 1 RN available immediately to report to the Escambia County Jail to complete fingerprints, background checks and training in order to report for the following shifts: 6am to 6pm and 6pm to 6am. The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department.

The contractor shall provide hourly rates for the contract for the following positions:  
Registered Nurse (RN)  
Licensed Practical Nurse (LPN)  
Emergency Medical Technician (EMT)

The Contractor shall ensure that Contractor's staff adheres to all Escambia County Jail's Health Services Section policies and procedures.

The Contractor shall ensure that the Health Services Administrator, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail shall remain employed by Contractor. Contractor will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail, and Contractor will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by Contractor and the individual RN, LPN, CMA or EMT assigned to the Escambia County Jail. Escambia County Jail will pay Contractor directly, and any dispute regarding wages or benefits shall be between the RN, LPN, CMA or EMT assigned to the Escambia County Jail and Contractor.

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) 595-4980

(SUNCOM) 695-4980

FAX (850) 595-4805

<http://www.myscambia.com/solicitations>

CLAUDIA SIMMONS

Purchasing Manager

To: All Known Bidders

**ADDENDUM NUMBER 1:**

Re: Temporary Medical Staffing for Corrections Department  
Specification Number PD 14-15.067

Proposers:

Please remove and replace the Title Page to reflect the change of the Mandatory Pre-Proposal Conference will be held on Thursday,  
Wednesday, June 25, 2015.

ESCAMBIA COUNTY  
FLORIDA

**REQUEST FOR PROPOSALS**

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday Thursday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing  
Office, 2<sup>nd</sup> Floor. All proposers SHALL attend.

Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502

Matt Langley Bld III Building

Post Office Box 1591

Pensacola, FL 32591-1591

Board of County Commissioners

Steven Barry, Chairman

Grover Robinson, IV, Vice Chairman

Douglas Underhill

Wilson B. Robertson

Lumon J. May

**Procurement Assistance:**

Joe F. Pillitary, CPPO, CPPB

Purchasing Coordinator

Office of Purchasing

2<sup>nd</sup> Floor, Matt Langley Bell, III Building

213 Palafox Place, Room 11.101

Pensacola, FL 32502

Phone: (850) 595-4878

Fax: (850) 595-4805

Email: [joe\\_pillitary@myscambia.com](mailto:joe_pillitary@myscambia.com)

Website: [www.myscambia.com](http://www.myscambia.com)

**Technical Assistance:**

Whitney Lucas

Accountant, Escambia County Corrections

6575 N. "W" Street

Pensacola, FL 32505

Phone: (850) 417-4479

Fax: (850) 471-6571

Email: [welucas@myscambia.com](mailto:welucas@myscambia.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.

Page 2 of 2

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,

A handwritten signature in black ink, appearing to read "Joe F. Pillitary". The signature is written in a cursive, flowing style with a large, looped initial "J".

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/lk

Attachment:



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) 595-4980  
(SUNCOM) 695-4980  
FAX (850) 595-4805  
<http://www.myscambia.com/solicitations>

CLAUDIA SIMMONS  
Purchasing Manager



June 30, 2015

To: All Known Proposers

ADDENDUM NUMBER 2:

Re: Temporary Medical Staffing for Corrections Department  
Specification Number PD 14-15.067

Addendum 2 is for clarification on answers to questions:

- Q. Please clarify what is involved with the 8 hours training that will have no cost to the County/corrections department. Is it classroom orientation, hands on patient-care, shadowing, etc. Will the county be willing to negotiate a discounted rate for training as opposed to free of cost?
- A. Training is completed by the medical, nursing supervisors, on site. Negotiations is up to the county.
- Q. How much is the fingerprinting and who covers the cost?
- A. We complete fingerprints / background checks in house at the jail. Currently there is no cost.
- Q. How much experience does the county request for each professional? i.e.: 6months, 1 year, 2 years, etc.?
- A. Ideally, we would like the candidate to have at least a year experience. However, we will take a new LPN or RN also.
- Q. Can you please provide the current incumbent vendors providing Temporary Medical Staffing services?
- A. We do not currently have a contract related to temporary medical staffing services. We only have physician staffing contract.
- Q. Can you please provide the hourly billing rates of the incumbent vendors for RN, LPN, EMT, and MA services?
- A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.
- Q. What was the total annual expenditure of the current contract in 2014 and YTD 2015?
- A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.
- Q. Will this be a Sole or multiple award?
- A. Pending the evaluation of submissions this may be a multiple award contract.

Addendum 2  
14-15.067

- Q. How many hours are required weekly for RN, LPN, EMT, and MA services?  
 A. The hours will only be required when we are at a critical staffing need.  
 There will not be a set number of hours required on a weekly basis, this will all depend on the situation at hand.
- Q. Will the scheduling for the Temporary Medical Staffing services being requested be a "block booking" advance scheduling or will it be Per Diem?  
 A. It will be Per Diem
- Q. Per our conversation yesterday I was wondering what the job titles will be for this bid.  
 A. It will be RN, LPN and EMT
- Q. Will you be outsourcing all of the nursing needs?  
 A. At this time it is not planned to outsource all of the nursing needs.
- Q. How many hours of locums do you anticipate for the fiscal year?  
 A. Currently there is not estimate of hours that will be needed. This all depends on the staffing levels within the department. The estimate funds allocated for this expenditure will be: \$150,000.
- Q. Just to clarify, I originally signed proposal and 3 copies of the CD are required? Please clarify the number of CDs.  
 A. 3 copies of the CD are required.
- Q. Please clarify whether the county wants the proposal bound by staples, binder clips, spiral, etc?  
 A. Staples or Binder Clips, please no Spiral binding.
- Q. Part II section 2-6, is it referring to the personnel roster of the staff or the personnel who will be reporting to the jail for services? Please clarify.  
 A. No, not the personnel reporting to the jail for the services. The section addresses a response from the proposer on his organizational structure specific to the personnel responsible for delivery of services in the RFP.
- Q. Is there an incumbent vendor already in place providing these services? If so, who is the incumbent?  
 A. We do not currently have a contract for this service.
- Q. Do you have current hourly bill rates for these services by an incumbent vendor?  
 A. We do not currently have a contract for this service.
- Q. What is the annual dollar amount usage for each job title needed?  
 A. The total allotted expenditure is not divided by job title.
- Q. What will be the typical length of assignments? Weeks, months, hours?  
 A. The length of assignment depends on the number of vacancies the medical department has at any given time. There is no way to pre-determine this figure.
- Q. Are there any current nurses and/or EMTs currently providing services that the county wishes to transition to the newly awarded vendor?  
 A. No
- Q. Will this be a single award or multiple award Contract?  
 A. Pending the evaluation of submissions this may be a multiple award contract.

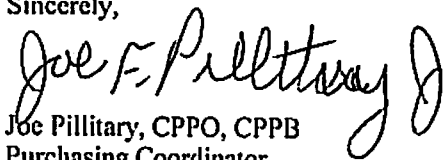
Q. What is the policy on overtime? Is it over 40 hours in a week?

A. 40 hours per week. The weeks run from Saturday-Friday.

This Addendum Number 2 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

## **AGREEMENT FOR TEMPORARY MEDICAL STAFFING SERVICES PD 14-15.067**

**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 Healthcare Services, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 52-1590951, whose principal address is 7227 Lee Deforest Drive, Columbia, MD 21046, and whose local address is 2114 Airport Boulevard, Suite 1900, Pensacola, FL 32504.

### **WITNESSETH:**

**WHEREAS**, on June 15, 2015, the County issued a Request for Proposals (PD 14-15.067) seeking temporary medical staffing services for the Escambia County Department of Corrections; and

**WHEREAS**, the Contractor submitted a proposal in response to the County's Request for Proposals demonstrating that the Contractor was qualified to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. **Term.** This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one 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 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 Request for Proposals for Medical Staffing Services for the Department of Corrections, Specification No. P.D. 14-15.067, 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 following rates:

DISCIPLINE	HOURLY RATE
Registered Nurse	\$40.00
Licensed Practical Nurse	\$30.00
Certified Medical Assistant	\$24.95
Emergency Medical Technician	\$25.00

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. 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.

7. 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.

8. 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.

9. 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) Employment Practices Liability with \$1,000,000 per occurrence minimum limits.

(c) Professional Liability (medical malpractice) with \$1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of the coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

(d) Florida statutory Workers' Compensation coverage.

(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 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.

(g) 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.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County. 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.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Maxim Healthcare Services, Inc.  
Attention: William Butz  
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.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement,

including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. ACA Reporting Requirements. Contractor agrees to provide all information required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to the employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which the employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which the employee was enrolled in the Contractor's coverage.



**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:

\_\_\_\_\_  
Steven Barry, Chairman

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

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

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

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

**CONTRACTOR: MAXIM HEALTHCARE**  
**SERVICES, INC.**

By: William Butz, President

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

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

(SEAL)

Approved as to form and legal  
sufficiency

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

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

ESCAMBIA COUNTY FLORIDA  
REQUEST FOR PROPOSALS  
PROPOSER'S CHECKLIST  
TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT  
SPECIFICATION PD 14-15.067

**HOW TO SUBMIT YOUR PROPOSAL**

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS 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 PROPOSALS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:**

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE AND SOLICITATION REQUIREMENTS INCLUDED WITH THE (1) ONE ORIGINAL AND (3) THREE ON A CD

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL**

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- IDENTIFICATION
- 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)

**BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

**THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A NO PROPOSAL**

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "REASON FOR NO PROPOSAL" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE 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 PROPOSAL ONLY  
DO NOT RETURN WITH YOUR PROPOSAL



**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR PROPOSALS**

**TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT**

**SPECIFICATION NUMBER PD 14-15.067**

**Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015**

**MANDATORY PRE-PROPOSAL: Wednesday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2<sup>nd</sup> Floor. All proposers SHALL attend.**

**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  
Steven Barry, Chairman  
Grover Robinson, IV, Vice Chairman  
Douglas Underhill  
Wilson B. Robertson  
Lumon J. May**

**Procurement Assistance:**

Joe F. Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502  
Phone: (850) 595-4878  
Fax: (850) 595-4805  
Email: [joe\\_pillitary@mvescambia.com](mailto:joe_pillitary@mvescambia.com)  
Website: [www.myescambia.com](http://www.myescambia.com)

**Technical Assistance:**

Whitney Lucas  
Accountant, Escambia County Corrections  
6575 N. "W" Street  
Pensacola, FL 32505  
Phone: (850) 417-4479  
Fax: (850) 471-6571  
Email: [wclucas@mvescambia.com](mailto:wclucas@mvescambia.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.**

**TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT  
PD 14-15.067  
REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT**

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format.

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal
Part III	Criteria for Selection
Part IV	Scope of Work

**SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL\*\***

**SOLICITATION, OFFER AND AWARD FORM****SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., 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) 595-4805

ESCAMBIA COUNTY FLORIDA

**REQUEST FOR PROPOSALS****TEMPORARY MEDICAL STAFFING FOR CORRECTIONS  
DEPARTMENT****SOLICITATION NUMBER: PD 14-15.067****SOLICITATION**

MAILING DATE: Monday, June 15, 2015

PRE-PROPOSAL: A Mandatory Pre-Proposal and walkthrough to follow at 10:00am, CDT on Thursday, June 25, 2015 at the Office of Purchasing, 213 Palafox Place, Pensacola, FL

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 7, 2015 and may not be withdrawn within 90 days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)***\*Failure to execute this Form binding the bidder proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. &amp; ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

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 is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror 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 offeror is incorporated by reference herein and made a part of this contract.

**OFFEROR**

Name and Title of Signer (Type or Print)

**ESCAMBIA COUNTY FLORIDA**

Name and Title of Signer (Type or Print)

Name of Offeror

By

County Administrator

Date

By

Signature of Person Authorized to Sign

Date

WITNESS

Date

ATTEST:

Corporate Secretary

Date

WITNESS

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

Awarded Date

ATTEST:

Witness

Date

Effective Date

**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: \_\_\_\_\_

**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 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**

##### **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 14-15.067, "Temporary Medical Staffing for Corrections Department", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

##### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

##### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **SCOPE OF WORK**

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

### **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com). Technical questions may be directed to Whitney Lucas, Accountant, Corrections Department, Telephone (850) 417-4479, (Fax) (850) 471-6571. Email: [wclucas@myescambia.com](mailto:wclucas@myescambia.com).

### **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.

**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) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**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.

## **PART A SUMMARY**

### **PART 1 GENERAL INFORMATION**

#### **1-1 PURPOSE:**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractor to provide for Temporary Medical Staffing for the Corrections Department.

#### **1-2 OBJECTIVE**

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

#### **1-3 ISSUING OFFICER**

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Accountant, Corrections Department. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

#### **1-4 CONTRACT CONSIDERATION**

It is expected that the contracts shall be a Firm Fixed Price Contract after negotiation. Term of Contract may be three (3) years with an option for two (2) additional twelve (12) month periods; total five (5) years.

#### **1-5 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

#### **1-6 INQUIRIES**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850), 595-4878 (Fax) (850) 595-4805, Email: [joe\\_pillitary@myescambia.com](mailto:joe_pillitary@myescambia.com).

#### **1-7 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

## **1-8 SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals.....Monday, June 15, 2015
- B. Mandatory Pre-Proposal  
Conference & wall thru .....Thursday, June 25, 2015, 10:00a.m, CDT
- C. Receipt of proposals .....Tuesday, July 7, 2015, at 3:00p.m., CDT
- D. Review of Proposals.....To be determined  
Board of County
- E. Commissioners approval.....To be determined

## **1-9 PROPOSAL CONTENT AND SIGNATURE**

Solicitation, Offer and Award with original signature and three (3) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

## **1-10 NEGOTIATIONS**

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

## **1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in binding with all pages 8.5" x 11" format

## **1-12 PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

## **1-13 DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

## **1-14 DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

### **1-15 WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

### **1-16 METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

## **PART II INFORMATION REQUIRED FROM CONTRACTORS**

### **ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

#### **2-1 PROPOSAL FORMAT AND CONTENT**

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

#### **2-2 INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

#### **2-3 UNDERSTANDING OF THE PROJECT**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

#### **2-4 METHODOLOGY USED FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

#### **2-5 MANAGEMENT PLAN FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

#### **2-6 EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

2-7

#### **COST PROPOSAL**

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

### **QUALIFICATIONS**

#### **PART III CRITERIA FOR SELECTION**

Listed in order of Priority

1. Ability to fulfill labor needs, i.e. can provide LPN RN EMTs within 24 hour notice and upon completion of the Contract.
2. Cost per hour for each: RN, LPN, EMT.
3. Willing to provide 8 hours training on site by Correction Medical Staff with no cost to County/Corrections Department

#### **PART IV SCOPE OF WORK**

## **Escambia County Corrections; Temporary Medical Staffing, Scope of Work (SOW)**

It is the responsibility of the Contractor to provide the Escambia County Jail with personnel who meet the following criteria

- Possess current state license/registration and/or certification in good standings.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-Ray, professional references, criminal background check(s), and drug screening.

Upon request, the Contractor shall provide licensed, qualified Registered Nurses, Licensed Practical Nurses, Certified Medical Assistants, and Emergency Medical Technicians to render medical services to the Escambia County Jail on an hourly basis.

### **Services:**

- Perform professional medical services for the treatment of inmate patients.
- Provide treatment and administer medications per Physician's or ARNP's order.
- Initiate appropriate treatment and/or medications in emergency situations according to Escambia County Jail procedures.
- Ensure complete and accurate documentation in the inmate patient's health care record for all care provided using SOAP format.
- Taking vital signs & properly documenting them in the inmate patient's health record.
- Administer basic first aid as needed.
- Performing venipuncture and non-intravenous injections.
- Operating office medical equipment.
- Maintain examination rooms and check operational status of Health Services' equipment and supplies as directed and ensure that they are ready for use.
- Perform other duties as required.

The Contractor is responsible for ensuring the Contractor's staff is provided the following training:

- Orientation and appropriate training regarding on-site security and medical practices at the Escambia County Jail (This will be on the job training).
- The Contractor shall ensure that Contractor's staff performing services at the Escambia County Jail are trained in the following areas:
  - a) Cardiopulmonary Resuscitation (CPR); and first aid;
  - b) Response to medical emergency or disaster;
  - c) Recognizing signs and symptoms of mental disorders or chemical dependency;
  - d) HIV/AIDS;
  - e) Suicide prevention; and
  - f) Additional topics as required and approved by the Escambia County Jail's Health Services Administrator or designee. 20

The Contractor and Contractor's staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) & the National Commission on Correctional Healthcare (NCCHC). The FMJS can be found at the following link: [https://www.flsheriffs.org/uploads/docs/FMJS\\_01-01-15\\_Change\\_with\\_no\\_highlights\\_or\\_strikethrus.pdf](https://www.flsheriffs.org/uploads/docs/FMJS_01-01-15_Change_with_no_highlights_or_strikethrus.pdf)

The FCAC standards can be found at the following link:

<http://www.flaccreditation.org/smccorrections.htm>

Upon completion of a contract, the Contractor will have 5 LPNs and 1 RN available immediately to report to the Escambia County Jail to complete fingerprints, background checks and training in order to report for the following shifts: 6am to 6pm and 6pm to 6am. The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department.

The contractor shall provide hourly rates for the contract for the following positions:

Registered Nurse (RN)

Licensed Practical Nurse (LPN)

Emergency Medical Technician (EMT)

The Contractor shall ensure that Contractor's staff adheres to all Escambia County Jail's Health Services Section policies and procedures.

The Contractor shall ensure that the Health Services Administrator, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail shall remain employed by Contractor. Contractor will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail, and Contractor will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by Contractor and the individual RN, LPN, CMA or EMT assigned to the Escambia County Jail. Escambia County Jail will pay Contractor directly, and any dispute regarding wages or benefits shall be between the RN, LPN, CMA or EMT assigned to the Escambia County Jail and Contractor.

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) 595-4980

(SUNCOM) 695-4980

FAX (850) 595-4805

<http://www.myscambia.com/solicitations>

CLAUDIA SIMMONS

Purchasing Manager

To: All Known Bidders



**ADDENDUM NUMBER 1:**

Re: Temporary Medical Staffing for Corrections Department  
Specification Number PD 14-15.067

Proposers:

Please remove and replace the Title Page to reflect the change of the Mandatory Pre-Proposal Conference will be held on Thursday, Wednesday, June 25, 2015.

ESCAMBIA COUNTY  
FLORIDA

**REQUEST FOR PROPOSALS**

TEMPORARY MEDICAL STAFFING FOR CORRECTIONS DEPARTMENT

SPECIFICATION NUMBER PD 14-15.067

Proposals Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 7, 2015

MANDATORY PRE-PROPOSAL: Wednesday Thursday, June 25, 2015 at 10:00am, CDT, 213 Palafox Place, Pensacola, FL 32502, Purchasing Office, 2<sup>nd</sup> Floor. All proposers **SHALL** attend.

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

Steven Barry, Chairman

Grover Robinson, IV, Vice Chairman

Douglas Underhill

Wilson B. Robertson

Lumon J. May

**Procurement Assistance:**

Joe F. Pillitary, CPPO, CPPB

Purchasing Coordinator

Office of Purchasing

2<sup>nd</sup> Floor, Matt Langley Bell, III Building

213 Palafox Place, Room 11.101

Pensacola, FL 32502

Phone: (850) 595-4878

Fax: (850) 595-4805

Email: [joe\\_pillitary@myscambia.com](mailto:joe_pillitary@myscambia.com)

Website: [www.myscambia.com](http://www.myscambia.com)

**Technical Assistance:**

Whitney Lucas

Accountant, Escambia County Corrections

6575 N. "W" Street

Pensacola, FL 32505

Phone: (850) 417-4479

Fax: (850) 471-6571

Email: [welucas@myscambia.com](mailto:welucas@myscambia.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.



Page 2 of 2

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,

A handwritten signature in black ink, appearing to read "Joe F. Pillitary". The signature is fluid and cursive, with a large, stylized "J" at the beginning and a long, sweeping underline.

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/lk

Attachment:

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) 595-4980

(SUNCOM) 695-4980

FAX (850) 595-4805

<http://www.myscambia.com/solicitations>

CLAUDIA SIMMONS  
Purchasing Manager



June 30, 2015

To: All Known Proposers

**ADDENDUM NUMBER 2:**

Re: Temporary Medical Staffing for Corrections Department  
Specification Number PD 14-15.067

**Addendum 2 is for clarification on answers to questions:**

- Q. Please clarify what is involved with the 8 hours training that will have no cost to the County/corrections department. Is it classroom orientation, hands on patient-care, shadowing, etc. Will the county be willing to negotiate a discounted rate for training as opposed to free of cost?
- A. Training is completed by the medical, nursing supervisors, on site. Negotiations is up to the county.
- Q. How much is the fingerprinting and who covers the cost?
- A. We complete fingerprints / background checks in house at the jail. Currently there is no cost.
- Q. How much experience does the county request for each professional? i.e.: 6months, 1 year, 2 years, etc.?
- A. Ideally, we would like the candidate to have at least a year experience. However, we will take a new LPN or RN also.
- Q. Can you please provide the current incumbent vendors providing Temporary Medical Staffing services?
- A. We do not currently have a contract related to temporary medical staffing services. We only have physician staffing contract.
- Q. Can you please provide the hourly billing rates of the incumbent vendors for RN, LPN, EMT, and MA services?
- A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.
- Q. What was the total annual expenditure of the current contract in 2014 and YTD 2015?
- A. We do not currently have a contract related to temporary medical staffing services. We only have a physician staffing contract.
- Q. Will this be a Sole or multiple award?
- A. Pending the evaluation of submissions this may be a multiple award contract.

Addendum 2  
14-15.067

- Q. How many hours are required weekly for RN, LPN, EMT, and MA services?  
 A. The hours will only be required when we are at a critical staffing need. There will not be a set number of hours required on a weekly basis, this will all depend on the situation at hand.
- Q. Will the scheduling for the Temporary Medical Staffing services being requested be a "block booking" advance scheduling or will it be Per Diem?  
 A. It will be Per Diem
- Q. Per our conversation yesterday I was wondering what the job titles will be for this bid.  
 A. It will be RN, LPN and EMT
- Q. Will you be outsourcing all of the nursing needs?  
 A. At this time it is not planned to outsource all of the nursing needs.
- Q. How many hours of locums do you anticipate for the fiscal year?  
 A. Currently there is not estimate of hours that will be needed. This all depends on the staffing levels within the department. The estimate funds allocated for this expenditure will be: \$150,000.
- Q. Just to clarify, 1 originally signed proposal and 3 copies of the CD are required? Please clarify the number of CDs.  
 A. 3 copies of the CD are required.
- Q. Please clarify whether the county wants the proposal bound by staples, binder clips, spiral, etc?  
 A. Staples or Binder Clips, please no Spiral binding.
- Q. Part II section 2-6, is it referring to the personnel roster of the staff or the personnel who will be reporting to the jail for services? Please clarify.  
 A. No, not the personnel reporting to the jail for the services. The section addresses a response from the proposer on his organizational structure specific to the personnel responsible for delivery of services in the RFP.
- Q. Is there an incumbent vendor already in place providing these services? If so, who is the incumbent?  
 A. We do not currently have a contract for this service.
- Q. Do you have current hourly bill rates for these services by an incumbent vendor?  
 A. We do not currently have a contract for this service.
- Q. What is the annual dollar amount usage for each job title needed?  
 A. The total allotted expenditure is not divided by job title.
- Q. What will be the typical length of assignments? Weeks, months, hours?  
 A. The length of assignment depends on the number of vacancies the medical department has at any given time. There is no way to pre-determine this figure.
- Q. Are there any current nurses and/or EMTs currently providing services that the county wishes to transition to the newly awarded vendor?  
 A. No
- Q. Will this be a single award or multiple award Contract?  
 A. Pending the evaluation of submissions this may be a multiple award contract.

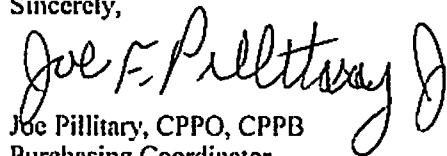
Q. What is the policy on overtime? Is it over 40 hours in a week?

A. 40 hours per week. The weeks run from Saturday-Friday.

This Addendum Number 2 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,

A handwritten signature in black ink, appearing to read "Joe F. Pillitary". The signature is written in a cursive, flowing style.

Joe Pillitary, CPPO, CPPB

Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/lk



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8695**

**County Administrator's Report 11. 24.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Southern Light Terms and Conditions For The West Florida Public Library System

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

**Organization:** Information Technology

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Southern Light Terms and Conditions for Internet Connection Service Orders for the West Florida Public Library System - Shawn Fletcher, Information Technology Department Director

That the Board approve and authorize the County Administrator to sign the Standard Terms and Conditions by and between Southern Light, LLC, and Escambia County for a 60-month term, that shall apply to the Service Orders dated August 14, 2013. The Terms and Conditions are applicable to five existing Service Orders that were executed by the Purchasing Department in 2013, when the West Florida Public Library System was transferred to the County.

[Funding: Funds are available in current Budget, and there is no increase in rates from the August 14, 2013, Service Order]

#### **BACKGROUND:**

The attached Southern Light Terms and Conditions should have been executed in 2013 in conjunction with five internet connections Service Orders for the West Florida Public Library System. The County Attorney's Office and Southern Light's general counsel negotiated the terms and conditions; however There is no record of the Southern Light Terms and Conditions being executed.

The 60-month term as negotiated for a lower monthly rate than the 12, 24, or 36 month agreements; however, a penalty would apply in the event service is terminated prior to the end of the term commencing on August 14, 2013. With the early termination penalty, the Department would be required to pay the difference between the discount rate and the regular rate through the date of termination. For example, if the contract were terminated after 36 months, the Department would pay the difference between the 60 months discounted rate and the regular rate for those 36 months. The discounted rate will result in a considerable savings over the term of the agreement.

**BUDGETARY IMPACT:**

Funds are available in current budget, and there is no increase in rates from the August 14, 2013 Service Order.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been reviewed and approved by the County Attorney's Office as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will be responsible for the implementation and the coordination with other agencies/person.

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**Attachments**

Southern Light Terms and Conditions

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## SOUTHERN LIGHT, LLC STANDARD TERMS AND CONDITIONS

This Agreement is by and between Southern Light, LLC ("Southern Light") and Escambia County Florida ("Customer"), and is effective as of the date signed by Southern Light, below and shall apply to the Service Order date of August 14, 2013

**1. Attachments and Service Orders:** The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location and other information about the service(s) to be provided by Southern Light to Customer ("Services"), and are incorporated herein by reference.

**2. Authorized Use:** Customer may use Services only for authorized and lawful purposes. Southern Light offers all services subject to availability, provided, however, if a Service Order has been accepted by Southern Light, Southern Light will provide Services for the term of such Service Order. Southern Light has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Southern Light does not undertake to transmit messages but offers the use of its Service when available. Southern Light is not liable or responsible for content, errors in transmission or failure to establish connections. Internet and Data Services, if selected by Customer, are subject to Southern Light's Acceptable Use Policy located at [www.slfiber.com/acceptableusepolicy.pdf](http://www.slfiber.com/acceptableusepolicy.pdf) and Customer acknowledges receipt of these by signing below.

**3. Cancellation, Modification or Expedition of Orders** Cancellation, Modification and Expedite Charges referenced hereunder are subject to modification from time to time by Southern Light. (a) Customer may request to cancel any Service Order(s) if the request is received in writing by Southern Light prior to the due date. Each such request shall result in the assessment by Southern Light of a Cancellation Charge (a Service Order can only be cancelled one time, the execution of a new Service Order restarts the cancellation process). If the request to cancel is received at any time after work towards installation has begun, Customer must pay full termination liability as set forth in section 15 below. (b) Customer may request the modification of any Service Order(s). Such requests must be made in writing. Each such request shall result in the assessment by Southern Light of a Service Order Modification Charge. If Southern Light receives a written modification request for delay of installation less than 3 days prior to the due date, Customer must pay, in addition to the Service Order Modification Charge, all recurring charges for the shorter of one billing month or the period from the original due date to the requested installation date. Southern Light reserves the right to limit the number of requests to delay the due date. (c) At Southern Light's discretion, Southern Light may accommodate Customer requests for an expedited due date. If an expedited due date is accepted by Southern Light, Customer shall pay an Expedite Charge, subject to Southern Light's rates at the time of the request for Expedite. The Service Order Modification Charge shall be waived in those cases where the Expedite Charge is applicable. (d) In addition to any charges imposed under clauses (a), (b) or (c) above, Southern Light reserves the right to assess Customer any third party charges incurred by Southern Light to fulfill any request to cancel, modify, or expedite the Service Order(s).

**4. Equipment, Installation and Interconnection:** Other than the facilities, termination equipment or other devices provided by Customer, and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Southern Light will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Southern Light's personal property, regardless of where located or attached. Southern Light may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered.

and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment, and is responsible for any damage to or loss of System Equipment caused by Customer's negligence or willful misconduct or that of its end users. Southern Light has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided herein. If Customer's or end user's equipment is incompatible with Service, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. If, in responding to a Customer-initiated service call, Southern Light reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment or software, Customer will pay Southern Light for such service call at Southern Light's then prevailing rates.

**5. Access:** Southern Light requires a Customer contact who can be reached 24x7. Southern Light may require access to Customer's premises to install and maintain the Service and System Equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, at no cost to Southern Light, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties.

**6. Installation:** Upon completing installation, Southern Light will notify Customer that Service has been installed, tested by Southern Light and is available for Customer's use ("Service Date"). Unless Customer notifies Southern Light by fax or in writing by close of business on the Service Date that Service is not operational, the term of the Service Order will begin and billing will commence. If Customer so notifies Southern Light, Southern Light will work to correct any compliance issues. If Southern Light does not find a defect in service, Southern Light will notify Customer, and the Service Date will remain unchanged.

**7. Charges, Billing and Payment:** Provision of Service is subject to Southern Light's approval of Customer's credit standing. Southern Light may require a deposit prior to the provision of Service or as a condition to the continued provision of Service, if Customer's credit standing or payment record so indicates. Billing for Services begins on the Service Date and will not be delayed due to Customer premises equipment or Customer's readiness to accept or use Service. Southern Light bills in advance for Service, except for usage-based charges. Any installation charges or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice. Taxes, surcharges, any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise, and governmental fees are not included in Southern Light's charges and will be billed and paid by Customer as separate line items. Customer will pay any and all taxes, fees, surcharges or assessments unless and until Customer provides Southern Light with an exemption certificate. All amounts billed are due by the next billing date. Any payment or portion thereof not made when due is subject to a late charge of 1% per month on the unpaid amount. Upon notice to Customer, Southern Light may change rates offered pursuant to special arrangement or individual case basis pricing if the provision of service at such rate(s) becomes economically infeasible. To disconnect Service, Customer must submit a disconnect request in writing to Southern Light. Billing for a disconnected Service will stop thirty (30) days from the date the disconnect request is received by Southern Light unless a specific date of greater than thirty (30) days is requested. A termination liability may apply to the disconnected Service per the terms of this Agreement. Notwithstanding any contrary provision provided herein, all payments under this agreement and interest on any late payments shall be governed by and

SOUTHERN LIGHT CONFIDENTIAL

## SOUTHERN LIGHT, LLC STANDARD TERMS AND CONDITIONS

construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes as amended.

**8. Claims and Disputes:** If Customer disputes any charges billed hereunder, Customer must submit a documented claim regarding the disputed amount within 120 days of receipt of the bill on which the disputed charges appear. All claims regarding disputed charges not submitted to Southern Light within such time are deemed waived. Withheld disputed amounts determined in favor of Southern Light and paid disputed amounts determined in favor of Customer will bear interest at the lesser of 1% per month or the maximum rate allowed by law from the date payment was due or made, as applicable, to the date payment was made or refunded, as applicable. Notwithstanding any contrary provision provided herein, all 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.

**9. Service Level Guarantee and Credits:** Southern Light will issue credit allowances for service outages as set forth below upon Customer's written request, which credit will appear on the next invoice following processing. A service outage begins when Customer reports the outage to the appropriate Southern Light number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or equipment provided by Customer or 3<sup>rd</sup> parties; (c) during any period in which Southern Light is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event. Services provisioned entirely on Southern Light's Network will be credited at 1/1440 of the monthly recurring charges per 30 minute outage up to and including a 24-hour period, or if an outage is greater than 24 hours, at 1/144 of the monthly recurring charges per 3 hour outage. If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for Service Interruptions totaling an aggregate of 6 hours of Service Interruption in that 30 day period, and the cause of outage is determined to be in Southern Light's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a Chronic Trouble Service. Customer may disconnect the Chronic Trouble Service without incurring a Termination Liability.

**10. Governmental Authorization, Regulatory Changes:** This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each party must comply with all applicable federal, state and local laws, rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. Southern Light may discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet regulatory requirements or when such requirements have a material, adverse impact on the economic feasibility of Southern Light providing Service, as determined in Southern Light's reasonable business judgment.

**11. Indemnification:** To the extent permitted by law, and specifically, as it pertains to Escambia County and to the extent permitted by law and subject to the limitations set forth in Section §768.28 Florida Statutes, each party ("Indemnitor") must indemnify, defend and hold harmless the other party ("Indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of Indemnitor. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent by

the County to be sued by third parties in any matter arising out of this agreement.

**12. Limitation of Liability:** Southern Light is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder, including any claims made by or through third parties. Southern Light's liability to Customer may not exceed one month's calculation of monthly charges for the applicable Services. Southern Light has no liability whatsoever for the content of information passing through its Network.

**13. Term:** This Agreement is effective for a period of 60 months and commences upon installation of Service under the first Service Order accepted hereunder. Thereafter, this Agreement automatically renews for successive 12 month terms unless terminated by either party upon at least 30 days written notice prior to the end of the renewal term. Southern Light reserves the right to increase pricing after the initial term. Upon expiration of this Agreement, Services not previously terminated by Customer will remain in effect for the term specified in the applicable Service Order for each affected Service, and the terms and conditions of this Agreement will continue to apply to such Services. Upon termination of this Agreement, all rights of Customer to order new Services cease and Supplier has no further obligations to furnish new Services to Customer.

**14. Termination by Southern Light:** (a) Southern Light may terminate this Agreement or any Service Order hereunder or suspend Services, with prior written notice, upon: (i) Customer's failure to pay any amounts as provided herein; (ii) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (iii) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer; or (iv) any governmental prohibition or required alteration of the Services. (b) Southern Light may terminate or suspend Services without notice if: (i) necessary to protect Southern Light's Network; (ii) Southern Light has reasonable evidence of Customer's fraudulent or illegal use of Services; or (iii) required by legal or regulatory authority. Any termination shall not relieve Customer of any liability incurred prior to such termination, or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Southern Light in accordance with this section, and Customer wants to restore such Service, Customer first must pay all past due charges, a non-recurring charge, reconnection charge and a deposit equal to 2 months' recurring charges. All requests for disconnection will be processed by Southern Light in 30 days or less. Customer must pay for Services until such disconnection actually occurs.

**15. Termination Liability:** If, prior to the end of the term, Southern Light terminates this Agreement or any Service Order(s) hereunder under section 14, above, or if Customer terminates this Agreement or any Service Order(s) hereunder for any reason other than Southern Light's material breach of this Agreement that remains uncured after written notice and a reasonable cure period, Customer shall reimburse savings from the selected discount plan by subtracting the term achieved Monthly Recurring Charge (MRC) from the term ordered MRC and multiplying it by the number of months in service. For example, if customer orders a five-year term and cancelled in the 12<sup>th</sup> month, the payback would be the difference between the one-year and five-year term MRC's multiplied by 12. Also, if the customer replaces the cancelled circuit with one of equal or greater Term and MRC, Southern Light will waive the termination liability.

SOUTHERN LIGHT CONFIDENTIAL



**SOUTHERN LIGHT, LLC  
STANDARD TERMS AND CONDITIONS**

**16. Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably conditioned, withheld or delayed, except that Southern Light may assign its rights and/or obligations hereunder (a) to any parent, affiliate or subsidiary of Southern Light, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing, all subject to Escambia County's consent, which said consent shall not be unreasonably withheld

**17. Entire Agreement:** This Agreement, together with the Service Order(s), any attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties. In the event of a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Any modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of both parties.

**18. Force Majeure:** Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. Either party's invocation of this clause shall not relieve Customer of its obligation to pay for any Services actually provided up to Customer's demarcation point. In the event such failure continues for 45 days, the other party may terminate the affected portion of the Services, upon no less than 30 days prior written notice.

**19. Governing Law:** This Agreement is governed by and subject to the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

**20. Headings:** The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

**21. Relationship of Parties:** The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

**22. Jurisdictional Reports:** Upon Southern Light's request, Customer will provide Southern Light with reports of its estimated or actual percentage of interstate and intrastate use of Southern Light's Services.

**23. Non-Exclusivity:** This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

**24. Notices:** Whenever written notice is required to be provided by this Agreement, Southern Light must provide such notice to Customer's billing address, and Customer must provide such notice to Southern Light at 107 Saint Francis Street Suite 1800, Mobile, Alabama 36602 Attn: Chief Financial Officer. A notice is deemed given when delivered.

**25. Public Records:** The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Southern Light fails to abide by the provisions of Chapter 119, Florida Statutes, Escambia County may, without prejudice to any other right or remedy, and after giving Southern Light seven days written notice, during which period Southern Light fails to allow access to such

documents, terminate the contract without incurring a Termination Liability.

**26. No Waiver:** Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

**27. Public Releases, Use of Name:** Customer may not use Southern Light's name, logo or service mark in marketing services to end users.

**28. 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.

**29. Representations and Warranties:** Each party represents and warrants that it is fully authorized to enter into this Agreement. Southern Light represents and warrants to Customer that any Services provided hereunder will be performed in a professional manner by qualified and trained personnel. **UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, Southern Light MAKES NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**30. Severability:** If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

**31. Survival:** The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

**SOUTHERN LIGHT, LLC**

Signature: \_\_\_\_\_

Name (printed): Paul Bullington

Title: Chief Financial Officer

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

**Escambia County Florida**

Signature: \_\_\_\_\_

Name (printed): Jack R. Brown

Title: County Administrator

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

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 7/28/15





Private Line Service Order – Billing Change/12 month renewal

Tyron Library from City of Pensacola to Escambia Florida Government

Offer Date:	8/14/2013	
Description:	T1 City of Pensacola Main Library to Tyron Library	
Opp. Number:	OPP-74367	
Requested By:	Escambia County, Florida Scott MacDonald	sdmacdon@co.escambia.fl.us (850) 595-4686
Offered By:	Southern Light Jim Sfakianos	jim@slfiber.com (850) 449-9300

Locations	
A Location:	Pensacola-5740 North Ninth Avenue, 5740 North Ninth Avenue, Pensacola, FL, 32504
A CPE Location:	Tyron Library (NEW)
Z Location:	Pensacola-200 West Gregory Street, 200 West Gregory Street, Pensacola, FL, 32502
Z CPE Location:	Pensacola Main Library

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	DS1	12	\$285.00	\$0.00

Remarks
Escambia County Florida is taking Library responsibilities over from the City of Pensacola. This is a Billing Change from The City to Escambia County Government. This T1 Circuit will not change route or existing function.

To order, initial one of the options above; sign below and print name, title and date; provide information on page 2; and submit via email as scanned document to [orders@slfiber.com](mailto:orders@slfiber.com) or via fax to 251-445-0642.

By signing, customer representative acknowledges full and complete authority to bind Customer. Provisioning interval begins after receipt of signed service order and any other required documentation. If incurred, additional charges for requested demarcation extension will be passed on to Customer. Above charges do not include applicable taxes or fees. Charges will begin upon Southern Light's delivery and Customer's acceptance of services to the point of demarcation and will not be dependent upon the operation of the Customer's internal network.

Southern Light, LLC

Escambia County, Florida

Signature: \_\_\_\_\_

Name (printed): Paul Bullington

Title: Chief Financial Officer

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

Account Manager: Jim

Signature: \_\_\_\_\_

Name (printed): Joseph F. Pillittery Jr.

Title: Purchasing Coordinator

Date: 9.27.13

"Notwithstanding anything above, the parties understand and agree that the County cannot by contract agree to waive the laws of the State of Florida. Any term or condition of this Agreement shall be subject to the provisions of Chapter 319, Florida Statutes, the Public Records Law, Section 768.28, Florida Statutes, and the Florida Prompt Payment Act, Section 219.70, Florida Statutes relating to sovereign immunity, and any other relevant portions of the Florida Statutes. Therefore, any such term or condition in conflict with such statute shall be null and void to that extent. In addition, the parties stipulate that this agreement shall be governed by the laws of Florida and venue shall be in Escambia County, Florida."



Private Line Service Order - Billing Change/12 month renewal

Southwest Library from City of Pensacola to Escambia Florida Government

Offer Date:	8/14/2013	
Description:	T1 City of Pensacola Main Library to Southwest Library	
Opp. Number:	OPP-74368	
Requested By:	Escambia County, Florida Scott MacDonald	sdmacdon@co.escambia.fl.us (850) 595-4686
Offered By:	Southern Light Jim Sfakianos	jim@slfiber.com (850) 449-9300

Locations	
A Location:	Pensacola-12248 Gulf Beach Highway, 12248 Gulf Beach Highway, Pensacola, FL, 32507
A CPE Location:	Southwest Library
Z Location:	Pensacola-200 West Gregory Street, 200 West Gregory Street, Pensacola, FL, 32502
Z CPE Location:	Pensacola Main Library

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	DS1	12	\$285.00	\$0.00

Remarks
Escambia County Florida is taking Library responsibilities over from the City of Pensacola. This is a Billing Change from The City to Escambia County Government. This T1 Circuit will not change route or existing function.

To order, initial one of the options above; sign below and print name, title and date; provide information on page 2; and submit via email as scanned document to [orders@slfiber.com](mailto:orders@slfiber.com) or via fax to 251-445-0642.

By signing, customer representative acknowledges full and complete authority to bind Customer. Provisioning interval begins after receipt of signed service order and any other required documentation. If incurred, additional charges for requested demarcation extension will be passed on to Customer. Above charges do not include applicable taxes or fees. Charges will begin upon Southern Light's delivery and Customer's acceptance of services to the point of demarcation and will not be dependent upon the operation of the Customer's internal network.

Southern Light, LLC

Escambia County, Florida

Signature: \_\_\_\_\_

Name (printed): Paul Bullington

Title: Chief Financial Officer

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

Account Manager: Jim

Signature: \_\_\_\_\_

Name (printed): Joseph F. Bullington Jr

Title: Joseph F. Bullington Jr Purchasing Agent

Date: 9-27-13

"Notwithstanding anything above, the parties understand and agree that the County cannot by contract agree to violate the laws of the State of Florida. Any term or condition of this Agreement shall be subject to the provisions of Chapter 184, Florida Statutes, the Public Records Law, Section 768.28, Florida Statutes, and the Florida Prompt Payment Act, Section 218.70, Florida Statutes relating to sovereign immunity, and any other relevant portions of the Florida Statutes. Therefore, any such term or condition in conflict with such statute shall be null and void to that extent. In addition, the parties stipulate that this agreement shall be governed by the laws of Florida and venue shall be in Escambia County, Florida."

*8FP*





## Private Line Service Order Billing Change/12 Month Renewal

Tryon Library on 1200 Langley Road - City of Pensacola to Escambia County, Florida

Offer Date:	8/14/2013	
Description:	DS1 Main Library to Tryon Library on Langley Road	
Opp. Number:	OPP-74397	
Requested By:	Escambia County, Florida Scott MacDonald	sdmacdon@co.escambia.fl.us (850) 595-4686
Offered By:	Southern Light Jim Sfakianos	jim@slfiber.com (850) 449-9300

Locations	
A Location:	Pensacola-1200 Langley Avenue, 1200 Langley Avenue, Pensacola, FL, 32504
A CPE Location:	Tryon Library (NEW)
Z Location:	Pensacola-200 West Gregory Street, 200 West Gregory Street, Pensacola, FL, 32502
Z CPE Location:	Pensacola Main Library

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	DS1	12	\$285.00	\$0.00

Remarks
Escambia County is taking over all Library Management from the City of Pensacola. This order is a Billing change from The City of Pensacola to Escambia County, Florida and renewal for 12 months. Circuit connection will not change.

To order, initial one of the options above; sign below and print name, title and date; provide information on page 2; and submit via email as scanned document to [orders@slfiber.com](mailto:orders@slfiber.com) or via fax to 251-445-0642.

By signing, customer representative acknowledges full and complete authority to bind Customer. Provisioning interval begins after receipt of signed service order and any other required documentation. If incurred, additional charges for requested demarcation extension will be passed on to Customer. Above charges do not include applicable taxes or fees. Charges will begin upon Southern Light's delivery and Customer's acceptance of services to the point of demarcation and will not be dependent upon the operation of the Customer's internal network.

Southern Light, LLC

Escambia County, Florida

Signature: \_\_\_\_\_

Name (printed): Paul Bullington

Title: Chief Financial Officer

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

Account Manager: Jim

Signature: Joseph F. Pullitar

Name (printed): Joseph F. Pullitar

Title: Purchasing Coordinator

Date: 9-27-13

"Notwithstanding anything above, the parties understand and agree that the County cannot by contract or otherwise violate the laws of the State of Florida. Any term or condition of this Agreement shall be subject to the provisions of Chapter 186, Florida Statutes, the Public Records Law, Section 768.28, Florida Statutes, and the Florida Prompt Payment Act, Section 218.79, Florida Statutes relating to sovereign immunity, and any other provisions of the Florida Statutes. Therefore, any such term or condition in conflict with such statute shall be null and void to that extent. In addition, the parties stipulate that this agreement shall be governed by the laws of Florida and venue shall be in Escambia County, Florida."



## Internet Service Order

Offer Date:	9/5/2013	
Description:	Pensacola Main Library Internet Connection	
Opp. Number:	OPP-74750	
Requested By:	Escambia County, Florida David Musselwhite	damussel@myescambia.com (850) 554-3081
Offered By:	Southern Light Jim Sfakianos	jim@slfiber.com (850) 449-9300

Locations	
A Location:	Pensacola-200 West Gregory Street, 200 West Gregory Street, Pensacola, FL, 32502
CPE Location:	Pensacola Main Library
Z Location:	Southern Light NOC
CPE Location:	Southern Light Internet

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
	25 Mbps Internet	36	\$1,100.00	\$0.00
X	50 Mbps Internet	36	\$1,400.00	\$0.00

Remarks
Internet Service to be provisioned over Southern Light Fiber. Bandwidth may be changed at any time with no change in Service Terms at prevailing rates at the time of change.

To order, initial one of the options above; sign below and print name, title and date; provide information on page 2; and submit via email as scanned document to [orders@slfiber.com](mailto:orders@slfiber.com) or via fax to 251-445-0642.

By signing, customer representative acknowledges full and complete authority to bind Customer. Provisioning interval begins after receipt of signed service order and any other required documentation. If incurred, additional charges for requested demarcation extension will be passed on to Customer. Above charges do not include applicable taxes or fees. Charges will begin upon Southern Light's delivery and Customer's acceptance of services to the point of demarcation and will not be dependent upon the operation of the Customer's internal network.

### Southern Light, LLC

Signature: \_\_\_\_\_

Name (printed): Paul Bullington

Title: Chief Financial Officer

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

Account Manager: Jim

### Escambia County, Florida

Signature: Joseph F. Pillittery Jr

Name (printed): Joseph F. Pillittery Jr

Title: Purchasing Coordinator

Date: 9.27.13

"Notwithstanding anything above, the parties intend and agree that the County cannot by contract agree to waive the laws of the State of Florida. Any term or condition of this Agreement shall be subject to the provisions of Chapter 119, Florida Statutes, the Public Records Law, Section 768.28, Florida Statutes, and the Florida Prompt Payment Act, Section 219.70, Florida Statutes relating to sovereign immunity, and any other relevant portions of the Florida Statutes. Therefore, any such term or condition in conflict with such statute shall be null and void to that extent. In addition, the parties stipulate that this agreement shall be governed by the laws of Florida and venue shall be in Escambia County, Florida."





## Ethernet Service Order

Offer Date:	9/5/2013	
Description:	EOC to Main Library Ethernet Connection	
Opp. Number:	OPP-74753	
Requested By:	Escambia County, Florida David Musselwhite	damussel@co.escambia.fl.us (850) 554-3081
Offered By:	Southern Light Jim Sfakianos	jim@slfiber.com (850) 449-9300

Locations	
Remote Location:	Pensacola-6575 North W Street, 6575 North W Street, Pensacola, FL, 32505
Remote CPE Location:	Emergency Management
Host Location:	Pensacola-200 West Gregory Street, 200 West Gregory Street, Pensacola, FL, 32502
Host CPE Location:	Pensacola Main Library

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
	1 Gbps Ethernet Standard	60	\$1,995.00	\$0.00
✓	100 Mbps Ethernet Standard	60	\$996.00	\$0.00
	250 Mbps Ethernet Standard	60	\$1,180.00	\$0.00
	500 Mbps Ethernet Standard	60	\$1,391.00	\$0.00

Remarks
This service is provided over the Southern Light Fiber Network.

To order, initial one of the options above; sign below and print name, title and date; provide information on page 2; and submit via email as scanned document to [orders@slfiber.com](mailto:orders@slfiber.com) or via fax to 251-445-0642.

By signing, customer representative acknowledges full and complete authority to bind Customer. Provisioning interval begins after receipt of signed service order and any other required documentation. If incurred, additional charges for requested demarcation extension will be passed on to Customer. Above charges do not include applicable taxes or fees. Charges will begin upon Southern Light's delivery and Customer's acceptance of services to the point of demarcation and will not be dependent upon the operation of the Customer's internal network.

### Southern Light, LLC

Signature: \_\_\_\_\_

Name (printed): Paul Bullington

Title: Chief Financial Officer

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

Account Manager: Jim

### Escambia County, Florida

Signature: \_\_\_\_\_

Name (printed): Joseph F. Pilkington Jr.

Title: Purchasing Coordinator

Date: 9.27.13

"Notwithstanding anything above, the parties understand and agree that the County cannot by contract agree to violate the laws of the State of Florida. Any term or condition of this Agreement shall be subject to the provisions of Chapter 119, Florida Statutes, the Public Records Law, Section 768.28, Florida Statutes, and the Florida Prompt Payment Act, Section 218.79, Florida Statutes relating to sovereign immunity, and any other relevant portions of the Florida Statutes. Therefore, any such term or condition in conflict with such statute shall be null and void to that extent. In addition, the parties stipulate that this agreement shall be governed by the laws of Florida and venue shall be in Escambia County, Florida."



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8569**

**County Administrator's Report 11. 25.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2015

**Issue:** Enterprise Backup Replacement

**From:** Claudia Simmons, Division Manager

**Organization:** OMB

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Enterprise Backup Replacement - Claudia Simmons, Manager, Office of Purchasing

That the Board award Contract # PD 14-15.072, for Enterprise Backup Replacement to SHI International Corp., in the amount of \$201,895.03.

[Funding: Fund 001, General Fund, Cost Center 270111, Object Code 56401,56801]

### **BACKGROUND:**

The Enterprise Backup replacement will replace the existing backup solution of IBM Tivoli Storage Manager with a system that is more suited for backing up the Escambia County Board of County Commissioners virtual servers and physical servers. It will also provide for a better environment for disaster recovery and testing of backups.

The Escambia County Board of County Commissioners' Information Technology department has used IBM Tivoli Storage Manager since the early 2000's. It was a good product for the server environment at that time. The Escambia County Board of County Commissioners' server environment has modernized to the point that the IBM Tivoli Storage Manager solution is no longer a viable solution to provide adequate and reliable backups to all of the Escambia County Board of County Commissioners' applications and servers. The new Enterprise Backup replacement solution will allow the Escambia County Board of County Commissioners' to have a solution that will provide trustworthy backups, which are able to be tested. It will also allow for a better disaster recovery plan.

The solicitation was advertised in the Pensacola News Journal on June 29, 2015. Eight firms were notified on June 29, 2015. One bid was received on July 30, 2015.

### **BUDGETARY IMPACT:**

Funding: Fund 001, General Fund , Cost Center 270111, Object Code 56401,56801

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Purchase Order 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. The solicitation was advertised in the Pensacola News Journal on June 29, 2015. Eight firms were notified on June 29, 2015. One bid was received on July 30, 2015.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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**Attachments**

Bid Tab Awarded

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**PUBLIC NOTICE OF RECOMMENDED AWARD**

<b>BID TABULATION</b>		<b>DESCRIPTION: Enterprise Backup Replacement</b>				
		<b>ITB# PD 14-15.072</b>				
Bid Opening Time: 3:00 p.m. CDT Bid Opening Date: 7/30/2015 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	<b>TOTAL BID AMOUNT</b>
<b>NAME OF BIDDER</b>						
SHI International Corp		Y	Y	Y	Y	\$201,895.03
<b>BIDS OPENED BY:</b>		Joe Pillitary, Purchasing Coordinator				<b>DATE: July 30, 2015</b>
<b>BIDS WITNESSED BY:</b>		Lori Kistler, SOSA				<b>DATE: July 30, 2015</b>
<b>BIDS TABULATED BY:</b>		Lori Kistler, SOSA				<b>DATE: July 30, 2015</b>

CAR  
DATE 8/20/2015

BOCC  
DATE 8/20/2015

The Purchasing Manager/Designee recommends to the BCC: **To award a Purchase Order for \$201,895.03 to SHI International, Inc.**

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager

Posted 8/6/2015 @ 10:45a.m. CDT

*[Signature]*  
JP/lk



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8455**

**County Administrator's Report 11. 1.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 08/20/2015

**Issue:** Acquisition of Real Property (with Office Building) at 6400 North "W" Street

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

**Organization:** Public Works

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Acquisition of Three Contiguous Parcels of Real Property (with Office Building) Located at 6400 North "W" Street - Joy D. Blackmon, P.E., Public Works Department Director

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

A. Authorize the purchase of three contiguous parcels of real property (approximately 3.44 acres), which include a one-story office building (approximately 12,360 square feet) located at 6400 North "W" Street, from W Street Holdings, LLC, for \$2,090,000, which is the average of two appraisals staff had performed, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman to sign the Contract for Sale and Purchase for the acquisition of three contiguous parcels of real property (approximately 3.44 acres), which include a one-story office building (approximately 12,360 square feet), located at 6400 North "W" Street from W Street Holdings, LLC; and

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

[Funding Source: Fund 501, Internal Service Fund, CC:140836]

#### **BACKGROUND:**

The County Community Corrections Department had several corrections divisions and related functions located at the county office building (COB) at 2251 North Palafox Street, including Electronic Monitoring, Probation Pre-Trial, Check Division, Jail and Corrections Accounting, and Corrections Administrative Staff. The building facility was severely damaged by the April 2014 rain and flooding event, and these corrections functions are now being housed at various county buildings. The COB was evaluated to determine the extent of damage, costs to repair and how much insurance reimbursement the county will receive.

Given the history of flooding at this facility, the Corrections Department would like to relocate their functions, and have identified the property at 6400 North "W" Street as being suitable for their needs. The property consists of three contiguous parcels (approximately 3.44 acres), which includes a one-story office building (approximately 12,360 square feet).

Meeting in regular session on July 24, 2014, the Board authorized staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments and complete all other requirements in Section 46-139, Escambia County Code of Ordinances in anticipation of purchasing the property at 6400 North "W" Street. This property was one of fifteen properties reviewed by Corrections and Facilities staff.

Staff had two appraisals performed. One, by Brantley & Associates, dated August 7, 2014, placed a value of \$2,300,000 on the property. The second appraisal was performed by Presley-McKenny & Associates, dated August 26, 2014, and placed a value of \$1,888,000 on the property. The average of the two appraisals is \$2,090,000, and the owners is agreeable to this amount.

Therefore staff is requesting the the Board to consider granting approval to purchase the three contiguous parcels of real property (approximately 3.44 acres) with a one-story office building (approximately 12,360 square feet) located at 6400 North "W" Street for \$2,090,000, the average appraised price and subject to the terms and conditions contained in the Contract for Sale and Purchase.

#### **BUDGETARY IMPACT:**

Funding for this acquisition is available in Fund 501, Internal Service Fund, CC 140836.

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

The Contract for Sale and Purchase will be approved as to form and legal sufficiency by the County Attorney's Office. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

#### **PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139, of the Escambia County Code of Ordinances.

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**Attachments**

Contract for Sale and Purchase

Public Disclosure

Parcels Information

Brantley appraisal

McKenney appraisal

Site review

Aerial Map

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## CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract") between, **W STREET HOLDINGS, LLC**, a Florida limited liability company, whose mailing address is 6400 North W Street, Pensacola, Florida 32505 ("Seller") and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property, described in Exhibit A (the "Property"), together with all buildings, structures, improvements and fixtures located on the Property, upon the terms and conditions stated in this Contract. Seller shall retain all furniture located in the building, which shall be removed prior to closing. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Two Million and Ninety Thousand Dollars (\$2,090,000), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defects, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller, subject to the provisions of Paragraph 7); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker other than 100% Realty, Inc., who is the agent of the Seller, and Sperry Van Ness Southland Commercial Real Estate (SVNCRE Group, LLC), who is the agent of the Buyer. Both brokers shall be compensated by the Seller upon and at closing, and both brokers have agreed to pay out of their commission Seller's deed documentary stamp tax. Each broker shall receive a commission of two and one-half percent (2.5%) of the purchase price less one-half (1/2) of Seller's deed documentary stamp tax. The parties warrant to one another that no other real estate broker or other sales persons have been used to procure this sale and no other brokerage commissions or other payments are required under this provision.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before sixty (60) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i)

Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

**TO BUYER:**

Office of the County Engineer  
Real Estate Division  
3363 West Park Place  
Pensacola, Florida 32501

**TO SELLER:**

W Street Holdings, LLC  
6400 North W Street  
Pensacola, Florida 32505

Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

DWM

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and any objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.



27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

**THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

**THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.**

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

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

**ESCAMBIA COUNTY, FLORIDA by  
and through its duly authorized BOARD  
OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Steven Barry, Chairman

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

This document approved as to form  
and legal sufficiency.

By [Signature]  
Title Escambia County Attorney  
Date June 16, 2015

[Signature]  
Witness

GREGORY M. CLAEBOE

Print Name

[Signature]  
Witness

Theresa L. Foster  
Print Name

W STREET HOLDINGS, LLC

By: [Signature]  
Donald W. Moore, Manager

Date: JUNE 5, 2015

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5TH day of JUNE, 20 15, by Donald W. Moore, as Manager of W Street Holdings, LLC. He (☒) is personally known to me; (☐) produced current \_\_\_\_\_ as identification.

(Notary Seal)

[Signature]  
Signature of Notary Public

Printed Name of Notary Public



DWM

### CONSENT OF BROKERS

The undersigned real estate brokers hereby consent to the provisions of Paragraph 7 of the Contract for Sale and Purchase regarding payment of their commissions and Seller's deed documentary stamp tax.

Executed on this 5 day of June 2015.

100% Realty, Inc.

By: [Signature]  
Print Name: DARREN H. BRYANT  
Title: Agent

By: [Signature]  
Print: Robin Davis  
Title: President

Executed on this 11<sup>th</sup> day of June 2015.

Sperry Van Ness Southland Commercial  
Real Estate (SVNCRE Group, LLC)

By: [Signature]  
Print Name: Rodney Sutton  
Title: Broker

CONSENT OF BROKERS

The undersigned real estate brokers hereby consent to the provisions of Paragraph 7 of the Contract for Sale and Purchase regarding payment of their commissions and Seller's deed documentary stamp tax.

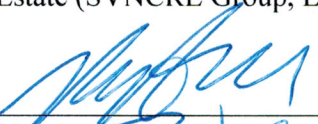
Executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

100% Realty, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed on this 16<sup>th</sup> day of June 2015.

Sperry Van Ness Southland Commercial  
Real Estate (SVNCRE Group, LLC)

By:   
Print Name: Rodney Sutton  
Title: Manager

## Exhibit "A"

### Parcel 1:

That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows: Commence at the Southwest corner of said Lot 3; thence North 19° 22' West along the West line of said Lot 3 for a distance of 283.00 feet; thence North 54° 05' East for a distance of 1667.37 feet to the Southwesterly R/W line of State Road #95 (Pensacola Boulevard, 200' R/W); thence North 38° 53' 00" West along said Southwesterly R/W line for a distance of 1756.49 feet; thence North 88° 54' 00" West for a distance of 851.16 feet to the West line of said Section 38; thence South 13° 05' 38" East along the West line of said Section for a distance of 257.87 feet to the Point of Beginning; thence South 88° 54' 00" East for a distance of 206.30 feet; thence South 13° 05' 38" East for a distance of 428.00 feet; thence South 76° 51' 51" West for a distance of 200.00 feet to the Easterly R/W line of "W" Street and the West line of said Section; thence North 13° 05' 38" West along said Easterly R/W line and along the West line of said Section for a distance of 89.85 feet; thence North 72° 44' 18" East along the R/W line of said "W" Street for a distance of 4.37 feet; thence North 17° 23' 42" West along the R/W of said "W" Street for a distance of 10.13 feet; thence South 72° 36' 18" West along the R/W of said "W" Street for a distance of 3.61 feet to the West line of said Section; thence North 13° 05' 38" West along said West line for a distance of 378.73 feet to the Point of Beginning.

Also subject to the following described easements:

### Easement #1:

a 15.00 foot wide drainage easement lying 7.50 feet either side of the following described centerline: That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows: Commence at the Southwest corner of said Lot 3; thence North 19° 22' West along the West line of said Lot 3 for a distance of 283.00 feet; thence North 54° 05' East for a distance of 1667.37 feet to the Southwesterly R/W line of State Road #95 (Pensacola Boulevard, 200 foot R/W); thence North 38° 53' 00" West along said Southwesterly R/W line for a distance of 1756.49 feet; thence North 88° 54' 00" West for a distance of 295.93 feet; thence South 01° 06' 00" West for a distance of 250.00 feet to the Point of Beginning; thence North 88° 54' 00" West for a distance of 285.70 feet; thence South 13° 05' 38" East for a distance of 428.00 feet; thence South 76° 51' 51" West for a distance of 200.00 feet to the Easterly R/W line of "W" Street and the terminal point of this description; with the extending and shortening of the side lines where as to terminate this description on the Easterly R/W line of "W" Street.

### Easement #2:

15.00 foot wide drainage easement lying 7.50 feet either side of the following described centerline: That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows: Commence at the Southwest corner of said Lot 3; thence North 19° 22' West along the West line of said Lot 3 for a distance of 283.00 feet; thence North 54° 05' East for a distance of 1667.37 feet to the Southwesterly R/W line of State Road #95 (Pensacola Boulevard, 200' R/W); thence North 38° 53' 00" West along said Southwesterly R/W line for a distance of 1756.49 feet; thence North 88° 54' 00" West for a distance of 295.93 feet; thence South 01° 06' 00" West for a distance of 250.00 feet; thence North 88° 54' 00" West for a distance of 285.70 feet to the Point of Beginning; thence continue North 88° 54' 00" West for a distance of 206.30 feet to the West line of said Section 38 and the terminal point of this description, with the extending and shortening of the side line whereas to terminate this description on the West line of said Section.

DWM

**Parcel 2:**

**That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:**

**Beginning at the Southwest corner of Lot 3, North 19° 22' West along West line of said Lot 3 for 283 feet; North 54° 05' East 1667.37 feet to the Southwesterly R/W line of State Road #95 (Pensacola Boulevard, 200 foot R/W); North 38° 53' 00" West along Southwesterly R/W line 1756.49 feet; North 88° 54' 00" West 595.93 feet for Point of Beginning; continue 100 feet; South 01° 06' 00" West 250 feet; South 88° 54' 00" East 100 feet; North 01° 06' 00" East 250 feet to the Point of Beginning.**

**Parcel 3:**

**That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:**

**Beginning at Southwest corner of Lot 3, North 19° 22' West along West line of said Lot 3 for 283 feet; North 54° 05' East 1667.37 feet to Southwesterly R/W line of State Road #95 (Pensacola Boulevard 200 foot R/W); North 38° 53' 00" West along Southwesterly R/W line 1756.49 feet; North 88° 54' 00" West 695.93 feet for Point of Beginning; continue 155.23 feet to West line of Section; South 13° 05' 38" East along West line 257.87 feet; South 88° 54' 00" East 92 feet; North 01° 06' 00" East 250 feet to Point of Beginning.**

*DWM*



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, DONALD W. MOORE, as MANAGER  
of W STREET HOLDINGS, LLC, do  
hereby attest and affirm:

1. That the address for W STREET HOLDINGS, LLC is  
6400 NORTH W STREET  
PENSACOLA, FLORIDA 32505.

2. That the following entity or individuals have an interest in the real property described in Exhibit A:

A. DONALD W. MOORE 7465 NORTH PALAFOX STREET  
(Name) (Address) PENSACOLA, FLORIDA 32503

Relationship/Interest: MANAGER

B. \_\_\_\_\_  
(Name) (Address)

Relationship/Interest: \_\_\_\_\_

C. \_\_\_\_\_  
(Name) (Address)

Relationship/Interest: \_\_\_\_\_

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

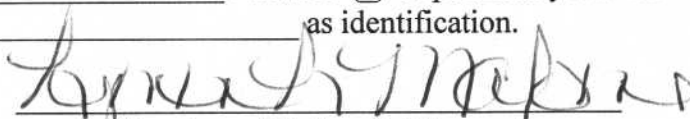
Witness \_\_\_\_\_  
Print Name DARREN H. BRYANT

Witness Gregory M. Claeboe  
Print Name GREGORY M. CLAEBOE

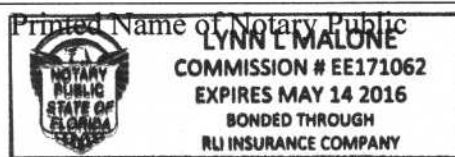
By: Donald W. Moore  
DONALD W. MOORE

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30 day of  
OCTOBER, 2014, by DONALD W. MOORE as  
MANAGER of W STREET HOLDINGS, LLC, a \_\_\_\_\_  
on behalf of the \_\_\_\_\_. He/She (☒) is personally known  
to me, or (☐) has produced current \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)





## Exhibit "A"

### Parcel 1:

That portion of Government Lot 3, Section 38, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows: Commence at the Southwest corner of said Lot 3; thence North 19° 22' West along the West line of said Lot 3 for a distance of 283.00 feet; thence North 54° 05' East for a distance of 1667.37 feet to the Southwesterly R/W line of State Road #95 (Pensacola Boulevard, 200' R/W); thence North 38° 53' 00" West along said Southwesterly R/W line for a distance of 1756.49 feet; thence North 88° 54' 00" West for a distance of 851.16 feet to the West line of said Section 38; thence South 13° 05' 38" East along the West line of said Section for a distance of 257.87 feet to the Point of Beginning; thence South 88° 54' 00" East for a distance of 206.30 feet; thence South 13° 05' 38" East for a distance of 428.00 feet; thence South 76° 51' 51" West for a distance of 200.00 feet to the Easterly R/W line of "W" Street and the West line of said Section; thence North 13° 05' 38" West along said Easterly R/W line and along the West line of said Section for a distance of 89.85 feet; thence North 72° 44' 18" East along the R/W line of said "W" Street for a distance of 4.37 feet; thence North 17° 23' 42" West along the R/W of said "W" Street for a distance of 10.13 feet; thence South 72° 36' 18" West along the R/W of said "W" Street for a distance of 3.61 feet to the West line of said Section; thence North 13° 05' 38" West along said West line for a distance of 378.73 feet to the Point of Beginning.

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Parcel 2:

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Source: Escambia County Property Appraiser

☒ Navigate Mode
 ☒ Account
 ☐ Reference

**General Information**

**Reference:** 381S303001000022  
**Account:** 040857875  
**Owners:** W STREET HOLDINGS LLC  
**Mail:** 6400 NORTH W ST  
 PENSACOLA, FL 325051711  
**Situs:** 6400 N W ST 32505  
**Use Code:** OFFICE, 1 STORY  
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley  
Escambia County Tax Collector

**2013 Certified Roll Assessment**

**Improvements:** \$527,388  
**Land:** \$237,120  


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**Total:** \$764,508  
[Save Our Homes:](#) \$0

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)
**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2005	5790	1908	\$462,500	WD	<a href="#">View Instr</a>
11/2000	4628	1763	\$576,500	WD	<a href="#">View Instr</a>
03/1996	3939	311	\$225,000	WD	<a href="#">View Instr</a>
12/1983	1852	206	\$100	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and Comptroller

**2013 Certified Roll Exemptions**

None

**Legal Description**

PARCEL 12 BEG AT SW COR OF LT 3 N 19 DEG 22 MIN W  
ALG W LI 283 FT N 54 DEG 5 MIN E 1667 37/100 FT TO  
SWLY...

**Extra Features**

6' WOOD FENCE  
 ASPHALT PAVEMENT  
 CONCRETE WALKS  
 MASONRY WALL/FENCE  
 PARKING LIGHT

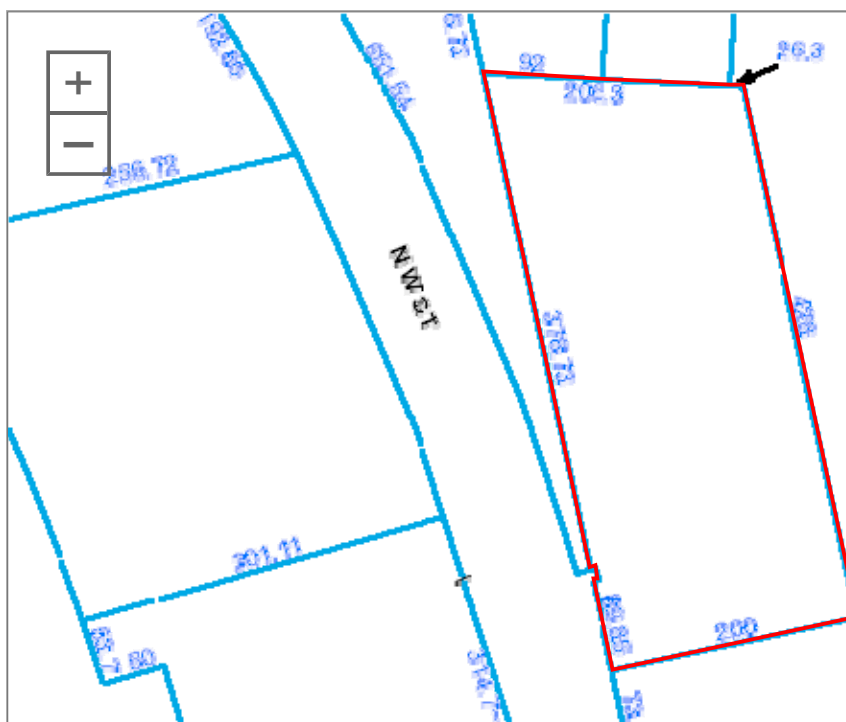
**Parcel Information**


**Section Map Id:**  
[36-1S-30-2](#)

**Approx. Acreage:**  
 2.1100

**Zoned:**  
 C-2

**Evacuation & Flood Information**  
[Open Report](#)



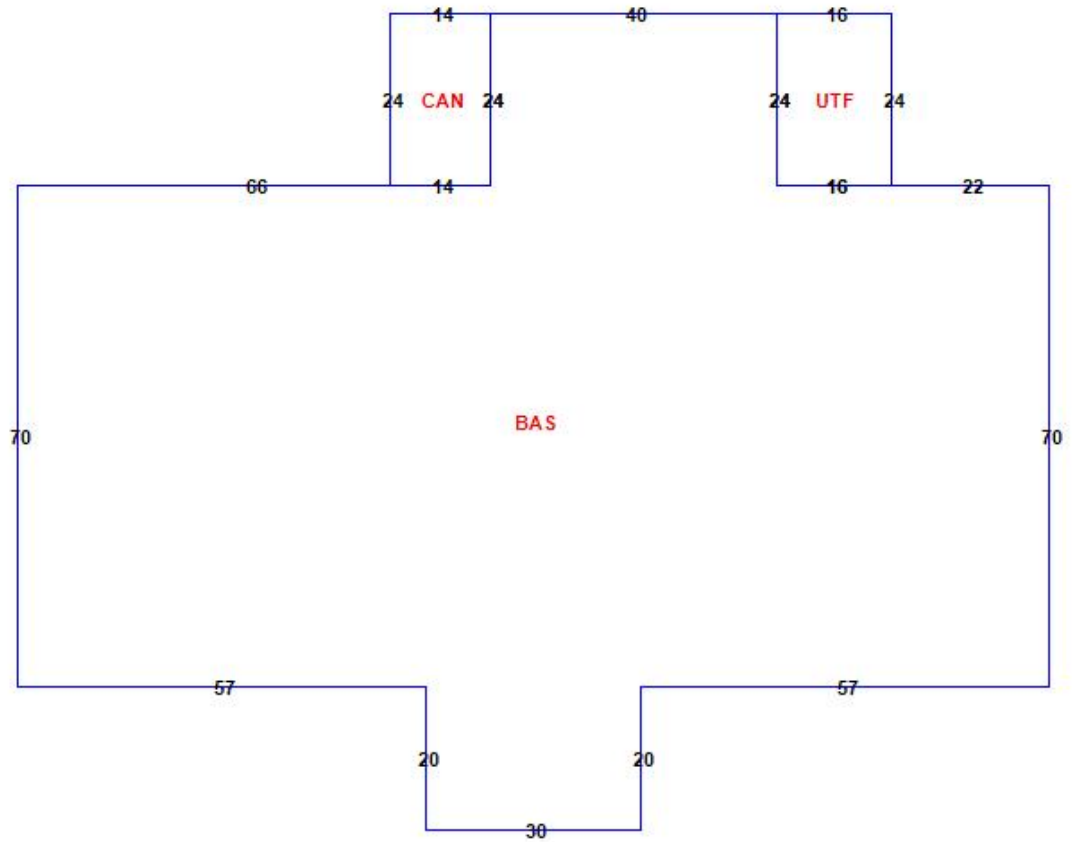
## Buildings

Building 1 - Address: 6400 N W ST, Year Built: 1984, Effective Year: 2000

## Structural Elements

**DECOR/MILLWORK-**  
AVERAGE**EXTERIOR WALL-STUCCO**  
OV BLOCK**FLOOR COVER-TILE/STAIN**  
CONC/BRICK**FOUNDATION-SLAB ON**  
GRADE**HEAT/AIR-CENTRAL H/AC****INTERIOR WALL-DRYWALL-**  
PLASTER**INTERIOR WALL-PANEL-**  
PLYWOOD**NO. PLUMBING FIXTURES-**  
21.00**NO. STORIES-1.00****ROOF COVER-BLT UP**  
MTL/GYP**ROOF FRAMING-RIGID**  
FRAME/BAR**STORY HEIGHT-14.00****STRUCTURAL FRAME-RIGID**  
FRAME

Areas - 12360 Total SF

**BASE AREA - 11640****CANOPY - 336****UTILITY FIN - 384**

## Images



9/12/13



4/11/07



5/15/12



6/25/02



10/2/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Source: Escambia County Property Appraiser

[←](#)
[→](#)
 Navigate Mode
 ☒ Account
 ☐ Reference

[Restore Full Page Version](#)
**General Information**

**Reference:** 381S303001013022  
**Account:** 040857888  
**Owners:** W STREET HOLDINGS LLC  
**Mail:** 6400 NORTH W ST  
 PENSACOLA, FL 325051711  
**Situs:** STUMPFIELD RD 32505  
**Use Code:** VACANT COMMERCIAL  
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley  
Escambia County Tax Collector

**2013 Certified Roll Assessment**

**Improvements:** \$0  
**Land:** \$80,940  


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**Total:** \$80,940  
[Save Our Homes:](#) \$0

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)
**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2005	5790	1912	\$787,500	WD	<a href="#">View Instr</a>
06/2003	5169	4	\$47,500	WD	<a href="#">View Instr</a>
06/1998	4275	144	\$225,000	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and Comptroller

**2013 Certified Roll Exemptions**

None

**Legal Description**

PARCEL 13 BEG AT SW COR OF LT 3 N 19 DEG 22 MIN W  
ALG W LI 283 FT N 54 DEG 5 MIN E 1667 37/100 FT TO  
SWLY...

**Extra Features**

None

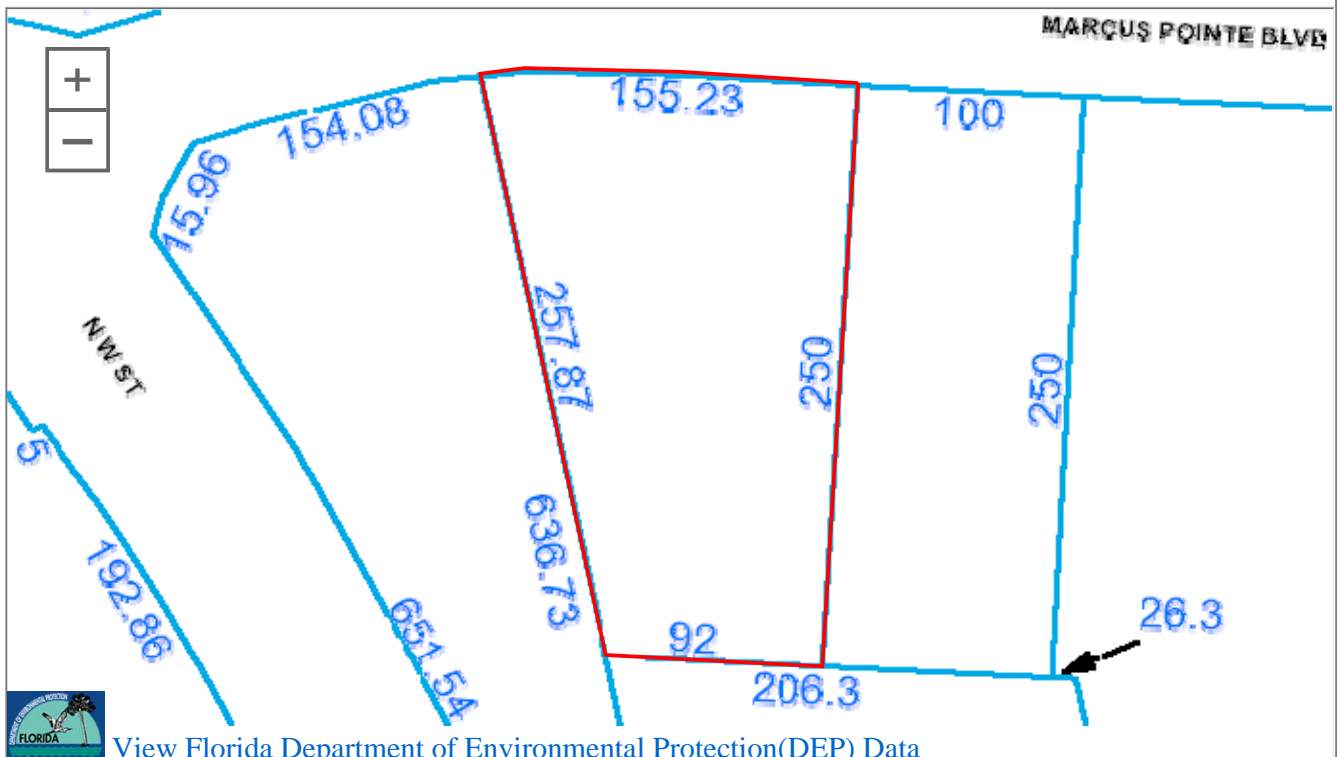
**Parcel Information**
[Launch Interactive Map](#)
**Section Map**

**Id:**  
[36-1S-30-2](#)

**Approx. Acreage:**  
0.7700

**Zoned:**  
C-2

**Evacuation & Flood Information**  
[Open Report](#)


[View Florida Department of Environmental Protection\(DEP\) Data](#)

Source: Escambia County Property Appraiser

 Navigate Mode
 ☒ Account
 ☐ Reference

**General Information**

**Reference:** 381S303001014022  
**Account:** 040857889  
**Owners:** W STREET HOLDINGS LLC  
**Mail:** 6400 NORTH W ST  
 PENSACOLA, FL 325051711  
**Situs:** STUMPFIELD RD 32505  
**Use Code:** VACANT COMMERCIAL  
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley  
Escambia County Tax Collector

**2013 Certified Roll Assessment**

**Improvements:** \$0  
**Land:** \$64,980  


---

**Total:** \$64,980  
[Save Our Homes:](#) \$0

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)
**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2005	5790	1912	\$787,500	WD	<a href="#">View Instr</a>
06/2003	5169	3	\$47,500	WD	<a href="#">View Instr</a>
06/1998	4275	144	\$225,000	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and  
Comptroller

**2013 Certified Roll Exemptions**

None

**Legal Description**

PARCEL 14 BEG AT SW COR OF LT 3 N 19 DEG 22 MIN W  
ALG W LI OF LT 283 FT N 54 DEG 5 MIN E 1667 37/100 FT  
TO...

**Extra Features**

None

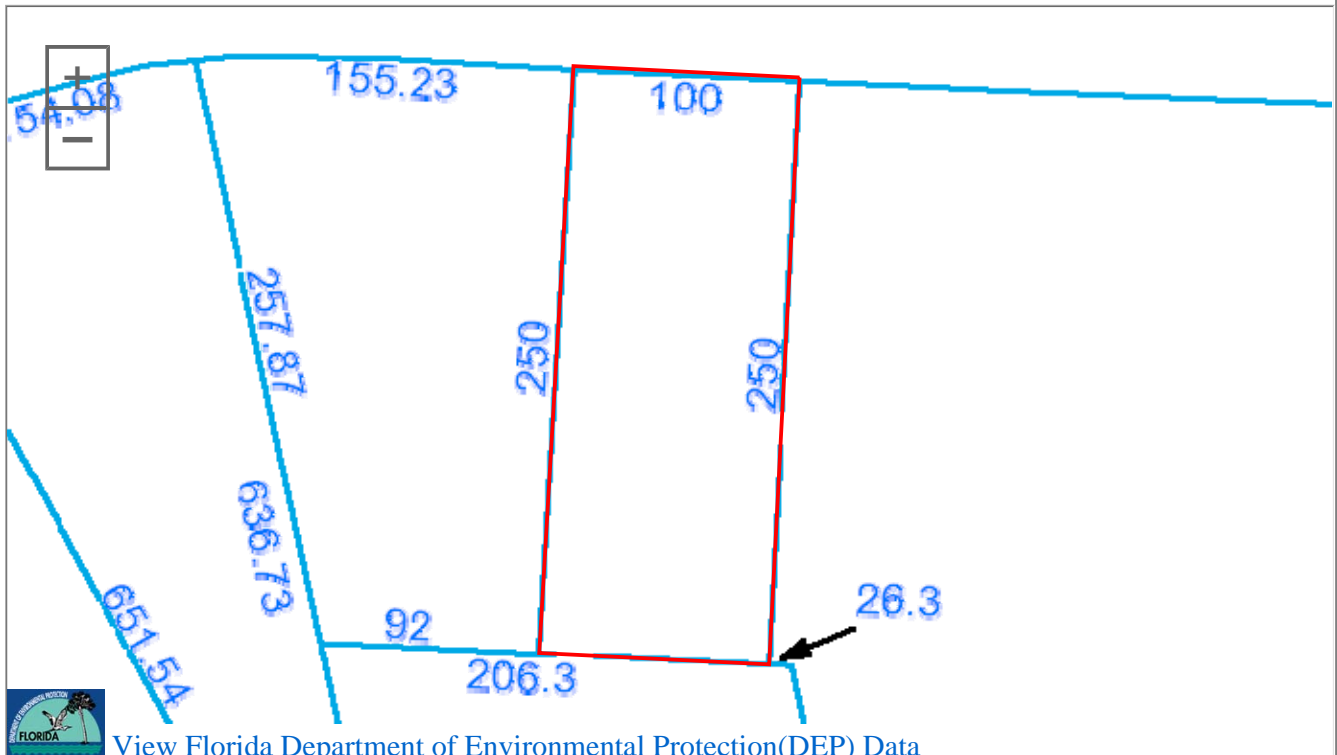
**Parcel Information**
[Launch Interactive Map](#)
**Section Map**

**Id:**  
[36-1S-30-2](#)

**Approx. Acreage:**  
0.5900

**Zoned:**  
C-2

**Evacuation & Flood Information**  
[Open Report](#)


[View Florida Department of Environmental Protection \(DEP\) Data](#)

# APPRAISAL REPORT

## PROFESSIONAL OFFICE BUILDING

LOCATED AT  
6400 NORTH "W" STREET  
IN PENSACOLA, FLORIDA 32505

AS OF AUGUST 7, 2014

B&A File #OG14BB8056



PREPARED FOR

ESCAMBIA COUNTY  
REAL ESTATE ACQUISITION DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA, FLORIDA 32505

BY

**BRANTLEY & ASSOCIATES**

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505  
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

# Brantley & Associates Real Estate Appraisal Corp.

Mobile

\*

Pensacola

\*

Panama City

R. Shawn Brantley, MAI, CCIM  
FL: Cert Gen RZ 289  
AL: Certified General Real Property Appraiser G00419

Barbara M. Martin, MAI  
FL: Cert Gen RZ 2552

Bruce A. Black  
FL: Cert Gen RZ 2714

Barbara S. Brantley, CPA  
Administration & Finance

David C. Singleton, MAI, MBA  
FL: Cert Gen RZ 3501  
AL: Certified General Real Property Appraiser G01003

August 18, 2014

Mr. Larry Goodwin  
Escambia County Real Estate Acquisition Department  
3363 West Park Place  
Pensacola, FL 32505

Re: Appraisal of a professional office building  
located at 6400 North "W" Street, in  
Pensacola, Florida 32505.  
B&A File #OG14BB8056

Dear Mr. Goodwin:

At your request, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of providing an opinion of its market value as of a current date. The property rights appraised are the fee simple estate.

The subject property consists of a 12,038 SF (+/-) one-story professional office building located on 96,132 SF (+/-) of supportive land, and also 50,404 SF (+/-) of "excess land", in Pensacola, Florida.

Based on our investigation and our analysis of the information gathered, we are of the opinion that the market value for the fee-simple estate in the subject property as of August 7, 2014, is as follows:

**TWO MILLION THREE HUNDRED THOUSAND DOLLARS**

**\$2,300,000**

**ALLOCATED AS FOLLOWS:**

**UTILIZED LAND - \$580,000**

**IMPROVEMENTS - \$1,420,000**

**"EXCESS LAND" - \$300,000**

We have also been asked to provide an opinion of market rent for the 12,038 SF (+/-) office building situated upon its 96,132 SF (+/-) of supportive land. Based upon our analysis herein, we are of the opinion that the market rent for the office building upon its supportive land is \$16.00/SF (NNN basis).

**ESTIMATE OF MARKET RENT FOR THE OFFICE BUILDING  
UPON ITS SUPPORTIVE LAND - \$16.00/SF (TRIPLE NET BASIS).**



R. SHAWN BRANTLEY, MAI

POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591  
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Finally, we have also been asked to provide an opinion of fair market ground rent for the 50,404 SF (+/-) of "excess land". Based upon our analysis herein, we are of the opinion that the fair market ground rent for the "excess land" is \$15,000/Annum (NNN basis), or \$1,250/month.

**ESTIMATE OF FAIR MARKET GROUND RENT  
FOR THE "EXCESS LAND" - \$15,000/ANNUM (TRIPLE NET BASIS), OR \$1,250/MONTH.**

The above value opinions are subject to the limiting conditions and general assumptions contained in this appraisal. In addition, the following extraordinary assumptions and/or hypothetical conditions apply to this analysis. The use of extraordinary assumptions and/or hypothetical conditions may have a significant impact upon the value opinion rendered.

**1. We have been informed that past due taxes have accrued against the subject property in the amount of \$32,140.39, as of the effective date. Any reader is advised that the value opinion rendered herein is made under the assumption that all liabilities, including taxes, are paid current. We have not deducted anything from our value opinion to account for past due taxes.**

**2. We have not appraised any furniture, fixtures, or equipment.**

This is an Appraisal Report that is intended to comply with the reporting requirements set forth under Standard 2 of the Uniform Standards of Professional Appraisal Practice for Appraisal Reports. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

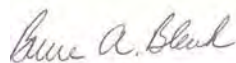
This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM  
Cert Gen RZ289, Florida



Bruce A. Black, Associate  
Cert Gen RZ2714, Florida

## **SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS**

PROPERTY IDENTIFICATION:	Professional Office Building
LOCATION OF PROPERTY:	The property is located along the east side of North "W" Street, 651.54' (+/-) south of its intersection with Marcus Pointe Blvd., and also along the south side of Marcus Pointe Blvd. 170.04' (+/-) east of its intersection with North "W" Street, in Pensacola, FL. The street address is 6400 North "W" Street, Pensacola, FL 32505.
CENSUS TRACT #:	14.02
OWNERSHIP:	W Street Holdings, LLC 6400 North "W" Street Pensacola, FL 32505
PURPOSE OF APPRAISAL:	To provide an opinion of market value of the subject property as of a specified date.
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate
DATE OF VALUATION:	August 7, 2014
DATE OF INSPECTION:	August 7, 2014
DATE OF REPORT:	August 18, 2014
2013 ASSESSMENT:	\$910,428
2013 REAL ESTATE TAXES:	\$ 14,405.82
PRIOR YEARS UNPAID TAXES:	\$ 32,140.39 (Years 2012 and 2013)
ZONING (ESCAMBIA COUNTY, FL):	"C-2, General Commercial and Light Manufacturing District (Cumulative)"
FUTURE LAND USE (COUNTY):	"Commercial"
LAND AREA:	3.36-acres, or 146,536 SF (+/-)
IMPROVEMENTS:	12,038 SF (+/-) Class "A", one story stucco/concrete paneled professional office building, and related site improvements.
HIGHEST AND BEST USE:	Professional Office

## **SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS (CONT'D)**

### VALUE OPINIONS:

LAND VALUE OPINION:	\$ 880,000
"EXCESS LAND":	\$ 300,000 (50,404 SF +/- at the north end of the subject property)
COST APPROACH:	\$2,400,000
SALES COMPARISON APPROACH:	\$2,100,000
INCOME APPROACH:	\$2,300,000
FINAL VALUE OPINION:	\$2,300,000

OPINION OF MARKET RENT  
FOR THE OFFICE BUILDING UPON  
ITS SUPPORTIVE LAND: \$16.00/SF (NNN Basis)

OPINION OF FAIR MARKET  
GROUND RENT FOR  
"EXCESS LAND": \$15,000/Annum (NNN Basis), or \$1,250/month

## Land Sale No. 4



<b>Record ID</b>	5769
<b>Property Type</b>	Commercial Land
<b>Property Name</b>	Commercial Land
<b>Address</b>	6450 Pensacola Boulevard, Pensacola, Escambia County, Florida 32505
<b>Location</b>	ES Pensacola Blvd, 660' north of Stumpfield Road
<b>Tax ID</b>	38-1S-30-2201-000-009
<b>Inspect Date</b>	January 7, 2014
<b>Land Use Code</b>	30.01 Commercial Vacant - Acreage
<b>Existing Use</b>	To be developed with a CarMax auto superstore
 <b><u>Sale Data</u></b>	
<b>Grantor</b>	A L Enfinger by Adrian L Enfinger
<b>Grantee</b>	CarMax Auto Superstores, Inc.
<b>Sale Date</b>	August 06, 2013
<b>Deed Book/Page</b>	7065/1363
<b>Property Rights</b>	Fee Simple
<b>Marketing Time</b>	3 years
<b>Conditions of Sale</b>	Arm's Length
<b>Financing</b>	Cash to Seller
<b>Sale History</b>	None within the previous three years
<b>Instrument</b>	Warranty Deed
<b>Verification</b>	E. W. Hopkins, Listing Agent w/ John S Carr & Co.; 850-434-2244, January 07, 2014; Other sources: Public Records, Inspection, MLS 395115, Confirmed by Barbara M. Martin
 <b>Sale Price</b>	
<b>Upward Adjustment</b>	\$1,700,000
<b>Adjusted Price</b>	\$55,000 Est. Buyer Demo Cost
	\$1,755,000

<b><u>Land Data</u></b>	
<b>Zoning</b>	C-2, General Commercial
<b>Topography</b>	Generally level, at road grade, upland soils
<b>Utilities</b>	All available including public water and sewer

#### **Land Sale No. 4 (Cont.)**

<b>Dimensions</b>	516.44 x 329.21 x 104.65 x 449.67 x 156.49 x 609.46
<b>Shape</b>	Irregular
<b>Flood Info</b>	Zone X, not prone to flooding
<b>Future Land Use</b>	Commercial
<b>Highest and Best Use</b>	Demo buildings for redevelopment
<b>Encumbrances</b>	Billboard Sign

#### **Land Size Information**

<b>Gross Land Size</b>	5.204 Acres or 226,706 SF
<b>Front Footage</b>	516 ft. Total Frontage: 516 ft. Pensacola Boulevard

#### **Indicators**

<b>Sale Price/Gross Acre</b>	\$326,643 Actual or \$337,211 Adjusted
<b>Sale Price/Gross SF</b>	\$7.50 Actual or \$7.74 Adjusted
<b>Sale Price/Front Foot</b>	\$3,295 Actual or \$3,401 Adjusted

#### **Motivation**

The Buyer is CarMax, a Fortune© 500 company with over 100 locations across the country. The Buyer intends to redevelop this site with a CarMax auto superstore.

#### **Remarks**

This is the sale of a 5.204-acre site located at 6450 Pensacola Boulevard in Pensacola, Florida. At the time of sale, the site was improved with five buildings totaling 13,739 SF per assessment records and the Listing Agent. The buildings were constructed in 1972-1987 and appeared worn. The tenants (Pensacola Auto Works, Chris Carroll Automotive) and the owner Enfinger Radiator & A/C Parts were occupying the buildings on a month-to-month basis and vacated the premises after the sale. The Listing Agent stated that the value of the property was in the land and that the buyer intends to demolish all of the buildings. Based on an approximate demolition cost of \$4.00/SF, we estimate a buyers' demolition cost of \$54,688, or a rounded \$55,000. There was also a billboard sign on the site, but the land lease expired in 2012.

## AERIAL MAP INCLUDING LAND SALE 4



The selected comps are now organized in the following grid to facilitate the comparison process.

LAND COMP COMPARISON GRID									
ITEM	SUBJECT	LAND SALE 1		LAND SALE 2		LAND SALE 3		LAND SALE 4	
Location	N. "W" Street	Burgess Road		Airport Boulevard		N Pace Boulevard		Pensacola Blvd.	
Prox to Subject	N/A	2-Miles NE (+/-)		0.9-Mile SE (+/-)		2.25-Miles S (+/-)		700' NE (+/-)	
Adj. Sales Price	N/A	\$500,000		\$285,000		\$360,000		\$1,700,000	
Site Area (SF)	146,536	125,017		49,658		88,500		226,706	
Price/SF	N/A	\$4.00		\$5.74		\$4.07		\$7.50	
Property Rights	Fee Simple	Similar		Similar		Similar		Similar	
Adj. Price/SF	N/A	\$4.00		\$5.74		\$4.07		\$7.50	
Financing	Cash or Equiv	Similar		Similar		Similar		Similar	
Adj. Price/SF	N/A	\$4.00		\$5.74		\$4.07		\$7.50	
Cond of Sale	Arms Length	Bank Sale	15%	Similar		Similar		Similar	
Adj. Price/SF	N/A	\$4.60		\$5.74		\$4.07		\$7.50	
Buyer Expend	None	Similar		Similar		Similar		Demo.	3.24%
Adj. Price/SF	N/A	\$4.60		\$5.74		\$4.07		\$7.74	
Time/Mkt Cond	Aug-14	Feb-13		Aug-13		Oct-13		Aug-13	
Adj. Price/SF	N/A	\$4.60		\$5.74		\$4.07		\$7.74	
Location	N. "W" Street	Inferior	15%	Similar		Inferior	15%	Better	-25%
Site Area (SF)	146,536	125,017		49,658		88,500		226,706	
Prim Frontage	107.96	400		100		150		516	
SF per FF	1357	313		497		590		439	
Shape/Utility	Irreg/Avg	Rect./Avg.		S. Irreg/Avg		Irreg/Avg		Irreg/Avg	
Corner/Interior	Interior/D.Access	Int./D.Acc.		Interior	5%	Mn.Sig.Cor.		Interior	5%
Zoning	C-2, Comm.	C-2		C-1		C-2		C-2	
Utilities	All available	All available		All available		All available		All available	
Easements	15' Drainage	None adverse		None adverse		None adverse		None adverse	
Topography	Mbstly Level	Similar		Similar		Similar		Similar	
Other	None	None		None		Site Imp.	-5%	Billboard Sign	5%
Net Phys Adj %	N/A		15%		5%		10%		-15%
Adj. Value/SF	\$5.59	\$5.29		\$6.03		\$4.47		\$6.58	

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size.



In this appraisal, and in the preceding grid, we have used the unit of comparison of "price per SF" of site area. We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision.

Adjustments - Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased.

The reader should note that the magnitudes of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 30 years as a full time appraiser. The grids from the last thirteen of these years are preserved in the Appraisers files and serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, hundreds of comparison grids exist in the appraiser's files that effectively contain hundreds of paired sales which support a relatively tight range for the percentage impacts upon price caused by the dissimilarities dealt with in our analysis of the subject property. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of the fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comps represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, the comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, these sales were sold under conditions that are compatible with the market value definition and no adjustments are required, except to Sale 1. Sale 1 was adjusted positively as it was a bank sale.

Buyer Expenditures – Three of the selected comps did not involve extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary for these comps. Sale 4 was adjusted negatively for estimated buyers demolition costs associated with the removal of improvements on site at the time of sale.

Time/Market Conditions – In arriving at our opinion concerning market conditions, we have reviewed a comprehensive array of sales data that spans the time frame over which sales have been collected. We have relied upon this review in our determination that market conditions have been reasonably stable over the time period pertinent to this analysis, thus no adjustments required.

Location - Location is an important component of a property's value. The subject property is located along North "W" St. and also along the south side of Marcus Pointe Blvd. North "W" St. serves as a primary commercial artery through the neighborhood. Sale 1 is located along the north side of Burgess Rd. and the south side of Creighton Rd. across the street from University Mall. This location is more secondary in comparison to the subject's location and thus we applied a positive adjustment. Sale 2

is located along the north side of Airport Blvd. just east of its intersection with Palafox St. This location is similar to the subject's location for which no adjustment was necessary. Sale 3 is located along Pace Blvd. within an area of older development, and we applied a positive adjustment to this sale for its inferior location in comparison to the subject. Sale 4 is located along Pensacola Blvd., a major 6-lane commercial artery. A negative adjustment was applied to this sale for its superior location. No other adjustments were necessary for location differences.

Site Area – The subject contains 3.36-acres or 146,536 SF (+/-) of site area per our best interpretation of the legal descriptions and is being compared to properties varying in size from 49,658 SF to 226,706 SF. The selected unit of comparison (price/SF) is adequate in accounting for size variation. Hence, no adjustments were necessary for site area differences.

Frontage/Shape/Utility – This category attempts to recognize or identify any unusual characteristics in regards to frontage, shape, and/or overall utility of the land. The subject property has an irregular shape with a typical relationship between the overall size and exposure. Each of the comps is sufficiently similar to the subject in this regard so that no adjustments are required.

Corner/Interior – The subject parcel has an interior site configuration with dual access characteristics. Sales 2 and 4 have interior site configurations for which positive adjustments were applied. Sale 1 has a similar interior site as the subject with dual access. No adjustment was necessary. Sale 4 is situated at a minor signalized corner for which no adjustment was necessary.

Zoning – The subject and all of the comps have similar zoning that permits a variety of commercial uses, thus no adjustments are warranted in this category.

Utilities – All utilities are available to the subject site and to all of the comparable sales, thus no adjustments are required.

Easements – The subject has a 15' wide drainage easement along its east, southern, and central area. This easement is situated primarily within areas of typical setback, and aids in drainage of the property. It is not adverse. None of the comps have any adverse encumbrances, thus no adjustments were necessary.

Topography - The subject property and all of the comps are mostly level and near grade with the adjoining roadway, and they have similar soil types. No adjustments were necessary for topography differences.

Other – Sale 3 contains site improvements that contribute value to the property. We estimate a depreciated value of these improvements of \$20,000 and we apply a negative adjustment to this comp to account for the contributory value of these site improvements. Also, Sale 4 was adjusted positively for the presence of a billboard sign.

Summary and Land Value Opinion - The comparable sales indicate an adjusted unit value range of \$4.47/SF to \$6.58/SF, with an average of \$5.59/SF. All of the comps are considered good indicators of value for different elements of comparison. Placing weight to each of the comps, and considering the subjects' location, we reconcile above the average at a rounded \$6.00/SF. Applying this to the subject's 146,536 SF of site area renders a value indication of \$879,216, which we round to \$880,000 "R".

**Land Value Opinion: \$880,000**

## **VALUATION OF “EXCESS LAND”**

We must also account for the presence of the subject’s “Excess Land”. As mentioned, approximately 50,404 SF (+/-) of the subject sites northern end may be considered “excess land”, which may be used for expansion of the existing improvements, or sold off separately. Applying the same unit value as that utilized above to this portion of the property renders a value opinion for this portion of the site of \$302,424, which we round to \$300,000 “R”.

### **VALUE OPINION OF “EXCESS LAND” - \$300,000**

## **THE COST APPROACH**

The Cost Approach has as its foundation the principle of substitution, which simply stated asserts that no person is justified in paying more for a property then the cost of acquiring a site and building a facility of equal utility to the property being appraised, assuming no costly delays. The first step in the Cost Approach is to estimate the value of the subject land, which was accomplished in the previous section. To this value the replacement-cost-new of the improvements is added, and finally deductions are made for loss of utility due to depreciation and obsolescence.

Replacement-Cost-New Estimate: We have utilized the Marshall Valuation Service in order to develop an estimate for replacement of the improvements with a facility of equal utility. This information is developed as follows:

Marshall Valuation Service  
Office Buildings, Good, Class C  
(Includes Cost for Water Fire Sprinkler System)

Section 15, Page 17, Nov, 2013  
Base Cost/SF: \$152.91  
Reconcile: \$152.91

Adjustments:

Height Multiplier	1.046					
Area/Perimeter Multiplier	0.952					
Current Cost Multiplier	1.050					
Local Multiplier	0.830					
Composite	0.868	x	\$152.91	=	\$	132.70

The following cost analysis develops:

GBA Subject Bldg.	12,038	SF	x	\$132.70	=	\$	1,597,446
Metal Canopy	312	SF	x	\$10.00	=	\$	3,120
Subtotal						\$	1,600,566
Add indirect costs of legal, appraisal, permanent financing, professional fees, taxes, etc.							
say 7%							\$ 112,040
Replacement-Cost-New						\$	1,712,606
Replacement-Cost-New "Rounded"						\$	1,713,000

The above-cited data obtained from Marshall & Swift Valuation Service provides an estimated replacement cost new for the 12,038 SF (+/-) subject professional office facility of \$1,713,000, or \$142.30/SF.

### Accrued Depreciation Estimate

Physical Deterioration: Physical deterioration may be recognized as "curable" and "incurable". Curable items refer to repairs for which it is feasible to correct as of the date of the appraisal. Typical curable deterioration would be required painting, minor wood replacement or the like. We did not see any items that required immediate repair, as the subject has been extremely well maintained and was completely renovated in about 2005. We see only normal wear and tear, and no items that required immediate maintenance. Items of normal wear and tear would include repair to two lighting fixtures seen at the southwest entry, some ceramic tile within a work room, and minor caulking at the base of the building. Thus, no items are cited for curable physical deterioration.

Incurable physical deterioration refers to the gradual deterioration in structural items in the property, which suffer a loss in value over time, even though it is not feasible or logical to replace them on the date of the appraisal. For example, a roof or

some other component may have some deterioration, which does not require immediate replacement on the date of the appraisal. Incurable physical deterioration is typically estimated as a function of the effective age of the structure and its total estimated economic life, as follows:

Replacement-Cost-New		\$1,713,000
Less Curable Physical Deterioration		\$0
Cost Subject to Incurable Physical Deterioration		\$1,713,000
Effective Age in Years	7	
Total Life in Years	50	
Depreciation Percentage (Age/Life)		14%
Total Incurable Physical Deterioration		\$239,820
Total Curable and Incurable Physical Deterioration "R"		\$240,000

Functional Obsolescence: The property is considered to be modern and functionally adequate in accordance with current market standards.

External Obsolescence: We apply \$250,000 in external obsolescence due to current market conditions. The external obsolescence is estimated based upon capitalization of the net rent loss perceived due to the condition.



## INDICATED VALUE BY COST APPROACH

We have compiled the various components of our cost analysis and they are summarized in this section to arrive at a value indication for the subject property.

Replacement-Cost-New		\$	1,713,000
Less Depreciation			
Physical	\$240,000		
Functional	\$0		
External	\$250,000		
Total Depreciation			<u>-\$490,000</u>
Depreciated Cost of Building Improvements			\$1,223,000
Depreciated value of site improvements*			\$325,000
Land Value Opinion			\$880,000
Indicated Value by Cost Approach			\$2,428,000
Indicated Value by Cost Approach "Rounded"			<u>\$2,400,000</u>

\* Depreciated value of site improvements includes: asphalt parking lot, concrete sidewalks, site lighting, retention, courtyard, landscaping, sign tower, generator, and other miscellaneous items.

Note: Entrepreneurial profit is not cited due to the presence of external obsolescence.

**INDICATED VALUE OPINION VIA COST APPROACH - \$2,400,000**

# APPRAISAL REPORT

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## PROPERTY

Office Building & Excess Land

## LOCATION

6400 North W Street &  
Marcus Pointe Boulevard  
Pensacola, Florida 32505

## EFFECTIVE DATE OF VALUE

August 8, 2014

## DATE OF REPORT

August 26, 2014

## PREPARED FOR

Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

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***Presley-McKenney & Associates, Inc.***

*Consultant & Real Estate Valuations*

*Post Office Box 329*

*Pensacola, Florida 32591-0329*

# PRESLEY - McKENNEY & ASSOCIATES, INC.

Consultant & Real Estate Valuations

P.O. BOX 329, PENSACOLA, FLORIDA 32591-0329 • (850) 916-7066 • FAX (850) 916-2096

August 26, 2014

Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505

ATTN: Larry Goodwin, Real Estate Acquisition Manager

RE: Appraisal Report  
Office Building & Excess Land  
6400 North W Street & Marcus Pointe Boulevard,  
Pensacola, Florida

Dear Mr. Goodwin:

At your request, an inspection has been made of the referenced property for the purpose of estimating the market value. In compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP), this is an appraisal that has been prepared in an appraisal report format. Per the scope of work of the assignment, all applicable approaches to value are used; the value conclusion reflects all known information about the subject property, market conditions, and available data. It contains in summary explanations of the data, reasoning, and analyses that were used to develop the opinion of value. It also includes descriptions of the subject property, the property's locale, the market for the property type, and an opinion of highest and best use.

Market value will be defined in the following report, but basically assumes a willing buyer and seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use.

Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market value as of the last date of visit, August 8, 2014, is:

**ONE MILLION EIGHT HUNDRED EIGHTY THOUSAND DOLLARS**

**\$1,880,000**

The value indication of \$1,880,000 is a current market value. This is allocated as \$1,670,000 to the portion improved with the building and \$210,000 to the excess land located along the south side of Marcus Pointe Boulevard. At this value it is assumed that the exposure time is between nine and fifteen months with all of the property sold together in a single sales transaction. It is also assumed marketing is through someone knowledgeable of the property and the real estate market for this type property.

We were also asked to provide a contributing value of some furniture that will be sold along with the real estate. We have estimated the contributing value of these items as approximately \$47,000. This \$47,000 attributable to the furniture is separate from the above-stated opinion of market value for the subject real estate.

We hereby certify we have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the State of Florida. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP). The fee for this appraisal was not based on value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

Escambia County Public Works Department  
August 26, 2014  
Page Three

We appreciate the opportunity of doing this work for you. After your review, should you have questions, please call.

Respectfully submitted,

**PRESLEY-McKENNEY & ASSOCIATES, INC.**

**M. Eugene  
Presley,  
MAI, SRA**

Digitally signed by M. Eugene  
Presley, MAI, SRA  
DN: cn=M. Eugene Presley,  
MAI, SRA, o=Presley-McKenney  
+ Associates, Inc., ou,  
email=semckenney@hotmail.c  
om, c=US  
Date: 2014.08.26 14:18:59  
-05'00'

**M. Eugene Presley, MAI, SRA  
State-Certified General Real Estate Appraiser  
#0000103**

## **SUMMARY OF SALIENT FACTS**

<b>INTENDED USER OF APPRAISAL:</b>	Escambia County Public Works Department
<b>USE OF APPRAISAL:</b>	Establishment of market value against which to assess reasonableness of possible purchase or lease.
<b>OWNER OF RECORD:</b>	W Street Holdings, LLC
<b>DATE OF VALUE:</b>	August 8, 2014
<b>INSPECTION DATE:</b>	August 8, 2014
<b>REPORT DATE:</b>	August 26, 2014
<b>PROPERTY RIGHTS APPRAISED:</b>	Fee simple.
<b>PARCEL IDs:</b>	Office Building: #38-1S-30-3001-000-022 Excess Land: #38-1S-30-3001-013-022 & #38-1S-30-3001-014-022
<b>LOCATION:</b>	Office Building: 6400 North W Street & Excess Land: South side Marcus Pointe Boulevard
<b>CURRENT IMPROVEMENTS:</b>	Office Building: 12,035-square foot Office Building. Excess Land: None.
<b>HIGHEST AND BEST USES:</b>	Office Building: Continued Use as Office Building. Excess Land: Commercial Development.
<b>ESTIMATED EXPOSURE TIME:</b>	Nine to fifteen months.
<b>OPINION OF CONTRIBUTING VALUE, FURNITURE:</b>	<b>\$47,000</b>
<b>OPINION OF MARKET VALUE, REAL ESTATE:</b>	<b>\$1,880,000</b>

# Escambia County Corrections Admin Facility Site Search Summary

Prepared by Agent for Escambia County, Rodney Sutton



Sites Reviewed:

Address	Site Visit	Agent/Broker	Response to E-Blast	Note
100 W Garden St	Y	D Neal / Neal & Company		BOA bldg downtown
11 E Olive Rd	Y	B DeMaria / Quality Inv Brokerage	Y	near Old Palafox
1110 Airport Blvd		J White / Connell & Manziek	Y	
117 Pace Pkwy, Cantonment		G Watson / Exit Realty		
1204 Creighton Rd		S Gallant / Gallant Realty	Y	
124 Industrial Blvd	Y	G McArthur / Beck Property		Small Office
15 W Strong St		G McArthur / Beck Property		
1720 W Fairfiled Dr		S Gilbert / Sperry Van Ness		Plaza Bldg
3100 W Fairfield Ave		K Smith / NAI Halford	Y	
312 Kenmore Rd	Y	F Gunther / Gunther Properties		Under Contract
3300 N Pace Blvd	Y	Safeway Group		Town & Country Mall
3351 McLemore Dr	Y	T Terhaar / Neal & Company		Ellison Industrial Park
470 S Hwy 29, Cantonment		Moulton Properties		Old Tax Collector Office
5 Clarinda Ln		G Goldstein / Solomon Goldstein	Y	
5041 Bayou Blvd		P Sherrill / JPB Commercial Adv	Y	
507 N Navy Blvd		Not Listed		Flooded Tax Collector Office
5111 N 12th Ave		J Beck / Beck Properties		Currently Occupied
6400 North W St	Y	D Bryant / Bryant Real Estate		Across from Tax Collector
6565 North W St	Y	R Sutton / Sperry Van Ness		Next to EOC
700 E Gregory St	Y	E Cronley / Neal & Company		near McGuires
8180 Pensacola Blvd		C Barrett / NBI Properties		
8332 N Davis Hwy		F Gunther / Gunther Properties		W Florida Medical Center



**PROPOSED ACQUISITION / PROPERTY @ 6400 NORTH "W" STREET  
OWNER: "W" STREET HOLDINGS, LLC**



**"W" STREET HOLDINGS, LLC / APPROXIMATELY 3.44 ACRES  
SINGLE ONE-STORY COMMERCIAL BUILDING / 12,360 TOTAL SQUARE FEET**



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 10/24/14 DISTRICT 3





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8697**

**County Administrator's Report 11. 2.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 08/20/2015

**Issue:** Amendment of Tuition Reimbursement Policy

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Amendment of the Tuition Reimbursement Policy - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the revised Policy, entitled "Tuition Reimbursement Policy," amending Section II, C.24, of the Board of County Commissioners' Policy Manual, to address certain gaps in the Policy and to provide a more general description of the applicable federal and state laws and regulations.

#### **BACKGROUND:**

As part of an on-going Human Resources Policy review and based upon recent board discussions during budget hearings, staff has identified changes needed in the Tuition Reimbursement Policy to align it with Board and County Administrator direction. This policy will assist employees in their ability to carry out their assigned duties and to prepare them for other opportunities within County operations. The maximum reimbursement amount for undergraduate and graduate courses will be \$2,400 per fiscal year for each employee. The current policy includes the implementation procedures which will now be addressed under a department memo. The recommendation in this policy would become effective October 1, 2015, to permit training and familiarization for management and employees.

#### **BUDGETARY IMPACT:**

None

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

None

#### **PERSONNEL:**

None

**POLICY/REQUIREMENT FOR BOARD ACTION:**

None

**IMPLEMENTATION/COORDINATION:**

Human Resources will disseminate the changes.

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**Attachments**

TuitionReimbPolicy

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# Board of County Commissioners

## Escambia County, Florida

Title: Tuition Reimbursement Policy – Section II, C.24  
Date Adopted: September 18, 2003  
Effective Date: October 1, 2010<sup>5</sup>, as amended  
Reference:  
Policy Amended: August 16, 2007, November 18, 2010 (effective 10/01/10), August 20, 2015

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### I. PURPOSE

To establish a ~~uniform, fair, and legal standard by which~~ policy for the Escambia County Board of County Commissioners (BCC) ~~may~~ to administer a program of Tuition Reimbursement, adhering to the provisions of Florida Statutes Chapter 112.063, Reimbursement of County Employees for Educational Expenses and Internal Revenue Code 127, Educational Assistance Programs.

### II. SCOPE

This policy applies to regular ~~and~~ full-time employees ~~of the Board of County Commissioners~~ who have reached their one-year anniversary of continuous service ~~in~~ for the BCC as a regular full-time employee before the start date of course work. Participation in the Tuition Reimbursement Program is strictly voluntarily for the employee. The Tuition Reimbursement Program is a benefit for which employees may apply and is not a condition of employment, right or entitlement. The program is administered by the Management and Budget Services Bureau, Human Resources Division. Conflicts which may arise in the application of this policy will be resolved by the County Administrator, or designee.

The Tuition Reimbursement Program is defined as a qualified educational assistance program that is administered by the Human Resources Department. The Program is designed to reimburse employees for job-related college credited courses as provided in Internal Revenue Code (IRC) 127 related to employees current positions or in preparation for future opportunities available in the BCC.

### III. POLICY STATEMENT

~~It is the policy of the Escambia County Board of County Commissioners is to~~ The BCC encourages its employees to enhance their effectiveness through education and training, to develop their skills and knowledge, and to improve their ability to carry out their assigned duties and to prepare for other opportunities within county operations. This policy will provide employees with reimbursement of tuition costs and eligible fees for approved classes from an approved institution provided they achieve a passing grade of “C” or higher for undergraduate courses and “B” or higher for graduate courses.

### IV. GUIDELINES

A. Approved Institutions

Any vocational or technical center, community college, junior college, state college or university accredited and recognized by the U. S. Department of Education's Office of Postsecondary Education that provide college credit classes. Other state approved institutions may be approved.

B. Approved Courses

1. The course will enhance the knowledge, skills, and abilities of the employee's ~~official duties and that is directly related to the employee's current position for their current position or another position within the BCC.~~
2. ~~The course is required by the Board of County Commissioners or by law to keep the employee's current position, salary, or status. This does not include obtaining or maintaining courses, degrees and/or certifications which are identified as "minimum qualifications" for the job.~~
32. The course is required in the curriculum of a pre-approved degree or program which is a requirement for the employee's current or other BCC position. Such a degree program must have been approved by the ~~Bureau Chief~~ Department Director ~~and considered to be directly related to the employee's assigned bureau.~~
4. ~~Classes from vocational, technical or other non-degree producing course work may be approved if the course of study enhances the employee's effectiveness or develops skills which are of proven benefit to their assigned duties.~~
3. College classes that are academic courses/degrees from an accredited community college, state college, college, or university via traditional classroom, video-based, distance learning, web-based, e-learning instruction are eligible for approval provided they are approved by the Department Director and Human Resources.
5. ~~The Tuition Reimbursement Application shall be submitted and approved by the employee's supervisor and bureau chief~~ Department Director ~~before classes begin.~~
6. ~~The employee must receive written notification from the Human Resources Division~~ Department ~~indicating approval of the requested course(s).~~
74. The Board of County Commissioners is not intending to fund all college degree programs, but rather those courses, which directly benefit the County and to the extent permitted by this policy.
8. ~~A regular full time employee of the Board of County Commissioners as of the effective date of this policy will be eligible to pursue a GED, or equivalent, even though it is required by their current position.~~

C. Third Party Agreement

The employee may request payment in advance to be made to the educational institution provided the employee signs a repayment agreement in the event they fail to receive a passing grade or they separate from employment with the BCC prior to completing the course.

V. LIMITATIONS

- ~~A.~~ Classes which do not receive approval from the supervisor, bureau chief and the Human Resources Manager in advance will not be accepted for reimbursement processing.
- ~~B.~~ In accordance with Florida Statute, Chapter 112.063(3) an employee shall not be permitted to
- A. utilize any space, personnel, equipment, or supplies of the office by which he/she is employed in the process of fulfilling any of the requirements imposed by the coursework for which he/she is being reimbursed.
- ~~C.~~ Classes shall be scheduled for off-duty hours unless prior approval is obtained from the
- B. Division Manager or ~~the Bureau Chief~~ Department Director. Employees pursuing coursework during duty hours will be placed on Annual Leave, Paid Time Off Leave, MOB, or Leave Without Pay. ~~The Bureau Chief or Division Manager may authorize the employee to "flex" their time if it poses no hardship on other employees nor does it adversely affect the bureau mission.~~
- ~~D.~~ At any level of the approval process, the course reimbursement request may be denied if the
- C. employee has been suspended for disciplinary purposes, within six (6) months prior to the date of application. Furthermore, if a suspension occurs during the course, reimbursement support will be withdrawn immediately and the employee promptly notified.
- ~~E.~~ Books, travel or other materials required by the course will not be approved for
- D. reimbursement.
- ~~F.~~ Doctoral level studies will not be approved for reimbursement.
- ~~G.~~ Tuition reimbursement applies to costs based on Florida residency. Additional costs will not
- E. be reimbursed.
- ~~H.~~ Correspondence courses, Continuing Education Units (CEU's) or online study programs taken to receive certifications or endorsements will not be approved for reimbursement.
- ~~I.~~ Courses identified as one that will assist the employee to obtain a certification or license for a current position will not be approved for reimbursement.
- ~~J.~~ Courses which are not directly career related may not be eligible for reimbursement.
- ~~K.~~ No course or class will be approved more than once if the course or class is being repeated
- F. due to a substandard grade on the previous attempt.
- G. All forms and information submitted by the employee to secure tuition reimbursement must be true and accurate. Any misrepresentation contained on the form may be grounds for disciplinary action up to and including termination.

## VI. PROCEDURES

### A. Application

- ~~1.~~ The employee shall complete and submit the Tuition Reimbursement Application Form to the first level of the approval process. ~~The Supervisor, Bureau Chief~~ Department Director ~~and the Human Resources Manager~~ Director shall have received and approved the application not later than one (1) week prior to the closing date of regular registration for the requested course(s).

2. ~~The supervisor must forward the application, with recommendation, to the Division Manager and/or Bureau Chief Department Director for approval/disapproval. Applications received without Division Manager or Bureau Chief Department Director signature will be returned.~~
3. ~~Each individual course requires a separate application.~~
4. ~~On the initial submission an accurate job description shall be included. If the duties change, then the job description on file should be updated on the next application.~~
5. ~~If approved by the Division Manager/Bureau Chief Department Director, the application is then submitted to Human Resources for processing and final approval.~~
6. ~~Proof of curriculum requirements, or course description, shall be attached to the application. As long as the curriculum or course description on file remains current, a new one need not be resubmitted.~~
7. ~~Documentation is required, and shall be attached to the application, which specifies any grants, scholarships or other third party support that may exist. This policy provides reimbursement at a rate consistent with the remaining balance after other support payments are made.~~
8. ~~The employee will be notified by the returned application Human Resources whether the request was approved or disapproved.~~
9. ~~If approved, the employee may proceed with the classes as scheduled.~~
10. ~~Following course completion, the employee shall resubmit the approved application, along with proof of final grades and actual costs, to Human Resources for determination of reimbursement. The Human Resources Manager Director is authorized to disapprove any reimbursement based on budgetary restraints or qualifications under the provisions of this policy.~~

**B. Approval**

1. ~~The employee shall submit the application to their supervisor. The supervisor shall then forward the application to the Division Manager and/or Bureau Chief Department Director for approval. Upon approval, the Application shall then be forwarded to the Human Resources Division Department.~~
2. ~~The employee's supervisor shall verify that the most recent Performance Evaluation reflect an overall minimum of at least "Meet Standards."~~
3. ~~The Human Resources Manager Director shall review for compliance and completeness and approve accordingly.~~
4. ~~The Human Resources Manager Director shall return the Application to the employee notify the employee via email indicating whether the request was approved or disapproved.~~
5. ~~If approved, the employee may proceed with the classes as scheduled.~~

**C. Grade(s) Verification**

1. ~~Employees receiving a final grade of a "C" or higher in a voluntary undergraduate course will receive reimbursement of 100% of all tuition and mandatory fee expenses directly related to the course.~~
2. ~~Employees receiving a final grade of a "B" or higher in a voluntary graduate course will receive reimbursement of 100% of all tuition and mandatory fee expenses directly related to the course.~~
3. ~~If a letter grade is not awarded for a course, then a certificate of satisfactory received for completion will be reimbursed at 100% of all specifically instruction related expenses.~~
4. ~~The Board of County Commissioners will provide 100% reimbursement for tuition and mandatory fee expenses to employees obtaining a high school diploma, a General Education Diploma (GED) or equivalent upon successful completion.~~

~~D. Reimbursement~~

VI. REIMBURSEMENT

1. ~~The Board of County Commissioners reserves the right to place limitations on or temporarily suspend the Tuition Reimbursement Program based on any factor which adversely affects the availability of funds. A suspension of funding will not stop payment for classes already approved for reimbursement once classes have begun, although the percent of reimbursement may be reduced.~~
- A. The BCC reserves the right to place limitations on or temporarily suspend the Tuition Reimbursement Program based on any factor which adversely affects the availability of funds. A suspension of funding will not stop payment for classes already approved for reimbursement once classes have begun, although the percent of reimbursement may be reduced.
2. ~~Funding for tuition reimbursement is approved and based on the fiscal year. The date on the voucher will determine the disbursement of funds for the fiscal year period.~~
- B. 3. ~~The total maximum reimbursement amount for undergraduate or graduate courses will be limited to \$1,500 2,400 per fiscal year for each employee.~~
4. ~~The total maximum reimbursement amount for graduate courses will be limited to \$1,800 per fiscal year for each employee.~~
- C. 5. Reimbursement will only occur after successful completion of course work unless prepayment is authorized pursuant to this policy.
6. ~~Upon successful completion of classes the employee must submit the initial Tuition Reimbursement Application Form, their final grade(s) and proof of actual costs (tuition receipt) for the course to the Human Resources Division Department within sixty (60) calendar days of completion of the course work.~~
7. ~~The date on the voucher will determine the disbursement of funds for the fiscal year period.~~
8. ~~A course may be reimbursed at less than the full amount when the employee reaches the maximum annual amount, or if budgetary restraints so dictate. The amount of actual reimbursement will be determined after course completion and final costs are~~

identified.

9. ~~The Human Resources Division will authorize payments and reimbursement will be paid by the Clerk of the Circuit Court, Accounts Payable, to be received in the mail by the employee.~~

## VII. SERVICE OBLIGATION THE BOARD OF COUNTY COMMISSIONERS

- A. ~~Undergraduate level classes~~ The approval of a course for reimbursement in no way obligates the Board of County Commissioners to grant time off to participate in that course. While it is the Board of County Commissioners intent to encourage employees to take advantage of available educational opportunities and to accommodate them to the greatest extent possible, there may be occasions upon which the job will assume priority over classes (i.e., schedule changes, storm recovery operations or other mandatory overtime).

1. ~~Upon completion of approved course work, the employee must remain an employee for one (1) year, and remain in the current bureau for which the class was approved for one (1) year.~~
2. ~~Leaving the Board of County Commissioners for any reason, whether voluntary or involuntary, may require immediate repayment of tuition reimbursement funds disbursed within the previous one year period.~~
3. ~~If the approved course work enabled the employee to meet minimum qualification requirements of a new position in which the employee voluntarily transferred to or was promoted to outside of the current bureau during the one (1) year following course completion repayment may be required.~~

- B. ~~Graduate level classes~~ The Human Resources ~~Manager~~ Director is authorized to disapprove any reimbursement based on budgetary restraints or qualifications under the provisions of this policy.

1. ~~Upon completion of approved course work, the employee shall remain an employee for two (2) years and remain in the current bureau for which the class was approved for two (2) years.~~
2. ~~Leaving the Board of County Commissioners for any reason, whether voluntary or involuntary, may require immediate repayment of tuition reimbursement funds disbursed within the previous two year period.~~

- C. ~~Exceptions~~

~~If the employee is subjected to a transfer, reassignment or demotion due to circumstances beyond the control of the employee repayment may be waived based on the recommendation of the Human Resources Manager Director and approved by the County Administrator, or designee. Examples might include a directed reorganization or abolishment of the employee's original position.~~

- D. The Board of County Commissioners

1. ~~The approval of a course for reimbursement in no way obligates the Board of County Commissioners to grant time off to participate in that course. While it is the Board of County Commissioners intent to encourage employees to take advantage of available educational opportunities and to accommodate them to the greatest extent possible,~~



there may be occasions upon which the job will assume priority over classes (i.e., schedule changes, storm recovery operations or other mandatory overtime).

2. ~~The Human Resources Manager~~ Director is authorized to disapprove any reimbursement based on budgetary restraints or qualifications under the provisions of this policy.
3. ~~Mandatory classes taken at the direction of the Board of County Commissioners should be paid by purchase order or vouchered in advance by the Board of County Commissioners and scheduled during duty hours to the greatest extent possible. Mandatory classes will be considered "time worked" and will be compensated appropriately. The Board of County Commissioners agrees to pay all tuition, fees and book expenses for these types of classes.~~



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8698**

**County Administrator's Report 11. 3.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 08/20/2015

**Issue:** Job-Related Education Assistance Program Policy

**From:** Thomas Turner, Department Director

**Organization:** Human Resources

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning Job-Related Education Assistance Program Policy - Thomas G. "Tom" Turner - Human Resources Department Director

That the Board adopt the Policy entitled "Job-Related Education Assistance Program" Policy for the Board of County Commissioners' Policy Manual.

#### **BACKGROUND:**

This policy is to be implemented to encourage employees to enhance their effectiveness through educational instructional or training, to develop their skills and knowledge, and to improve their ability to carry out their current duties. This policy will adhere to the provisions of Florida Statutes, Chapter 112.062, Reimbursement of County Employees for Educational Expenses and Internal Revenue Code (IRC) 132, Education as a Working Condition.

#### **BUDGETARY IMPACT:**

None

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

None

#### **PERSONNEL:**

None

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

None

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

Human Resources will disseminate the changes.

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## Attachments

JobRelatedAssistanceProgram

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# **Board of County Commissioners**

## **Escambia County, Florida**

Title: Job-Related Education Assistance Program  
Date Adopted: August 20, 2015  
Effective Date: August 20, 2015  
Reference:  
Policy Superseded:

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### **I. Purpose**

To establish an Escambia County Board of County Commissioners (BCC) policy to administer a program of job-related education assistance, adhering to the provisions of Florida Statutes Chapter 112.063, Reimbursement of County Employees for Educational Expenses and Internal Revenue Code (IRC) 132, Education as a Working Condition.

### **II. Scope**

This policy applies to regular, full-time employees who have one year of continuous service for the BCC before the start date of training or course work. The Job-Related Education Assistance Program is a benefit for which employees may participate in and is not a condition of employment, right or entitlement. Conflicts which may arise in the application of this policy will be resolved by the County Administrator, or designee.

### **III. Policy Statement**

This policy is to be implemented to encourage its employees to enhance their effectiveness through educational instructional or training, to develop their skills and knowledge, and to improve their ability to carry out their current duties. It provides a tool for managers and employees to support workforce planning and development.

### **IV. Types of Courses**

- A. The education must be related to the job the employee is currently performing.
- B. The education must either maintain or improve job skills in the employees' current position.
- C. The education must be expressly required by the BCC or by law.
- D. The education must not be needed to meet the minimum educational requirements of the employee's current job.
- E. The education must not qualify the employee for a new trade or business.

### **V. Course Payment Guidelines**

- A. The BCC reserves the right to place limitations on or temporarily suspend this program based on any factors which adversely affects the availability of funds. A suspension of funding will

not stop payment for courses or training already approved for reimbursement.

B. The BCC will generally pay for these courses at time of registration.

VI. Covered Expenses

A. The BCC will pay for tuition, books, supplies, equipment, meals, lodging and transportation. The employee may not; however, keep the tools or supplies that employee was required to have for the course or training.

B. Payment of membership in professional organizations is included.

D. Certificate programs and credentials.

E. Training or courses offered by an accredited institution, including e-learning required for the employee's current position.

F. The BCC will provide 100% reimbursement for tuition and mandatory fee expenses to employees obtaining a high school diploma, a General Education Diploma (GED) or equivalent upon successful completion.

G. The BCC is not intending to fund all college degree programs, but rather those courses, which directly benefit the County and to the extent permitted by this policy.

VII. Employee Responsibilities

A. The employee must obtain all approvals prior to start of the training or course.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-8768

County Administrator's Report 11. 4.

BCC Regular Meeting

Discussion

Meeting Date: 08/20/2015

Issue: Rescind the Funding Request for Sheila Green, It's Personal Venue

From: Wilson Robertson, District 1 Commissioner

Organization: Board of County Commissioners

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Rescinding the Request for Funding for It's Personal Venue, Sheila Green - Commissioner Wilson Robertson

That the Board rescind its action of June 25, 2015, approving the request by Sheila Green, It's Personal Venue, for \$30,000, to be funded from the 4th Cent Tourist Development Tax, \$10,000 from Commissioner Wilson Robertson, \$10,000 from Commissioner Doug Underhill, and \$10,000 from Commissioner Steven Barry, and return the funds to the appropriate Commissioner's 4th Tourist Development Tax Account for future reallocation.

#### **BACKGROUND:**

On June 25, 2015, the Board approved \$30,000 to be funded from Commissioner Wilson Robertson's (\$10,000), Commissioner Doug Underhill's (\$10,000), and Commissioner Steven Barry's (\$10,000) 4th Cent Tourist Development Tax allocations. However, on August 4, 2015, Sheila Green, It's Personal Venue, sent a letter to Jack Brown, County Administrator, declining the money.

#### **BUDGETARY IMPACT:**

Upon the Board's approval, the funds will be returned to each Commissioners 4th Cent TDT allocation for them to use in the future.

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

N/A

#### **PERSONNEL:**

N/A

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

The Board placed \$200,000 in the Tourist Development Tax reserves. These funds are to be allocated by the Board for events and other tourist promotion activities.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the funds will be returned to each Commissioner's 4th Cent TDT allocation.

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**Attachments**

Letter from Sheila Green, It's Personal Venue

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## IT'S PERSONAL VENUE

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2610 West Cervantes Street  
Florida 32505

Pensacola,

04 August 2015

Jack Brown, County Administrator,


It has been brought to my attention that the funds that were previously voted and awarded for the Concert, in Brownsville, has become a subject of contentions. I laid to rest my dearest friend and partner yesterday, my husband. We both have held private owned and operated businesses in Escambia county for nearly 30 years. Never, do we want the county or this community to be uncomfortable with decisions, as it relates to anything that we do for this community. We love our community. That's why we have invested one of our businesses in the Brownsville community. Yesterday, at my husband's funeral, I was reminded that we really have a great community of people of many walks of life that have the best interest of our county in mind. I really believe that the hatred and pettiness that pervades throughout our community is done by a small minority that doesn't represent the majority of the Escambia County Citizens.

I must say that I see no problem with the concert that the County Commissioners approved. I have seen other genres of musical concerts all over the county. It is unfortunate that a Gospel concert would bring so much divisions. I must say I do love God and I will never deny Jesus. It appears that there is an attack on Jesus Christ and any who practice Christianity. This was not that type of event. On the contrary, this



concert was only an event brought to an area that typically doesn't get these types of national entertainment opportunities. I continue to pray for our county officials and leaders. I am here in Brownsville for the duration. Although the timing is terrible, I still believe that God will bless this area and God will open a door for this concert to continue. It is my desire that this community will pull together. Please accept this letter as my formal decline to the funds awarded to "It's Personal Venue," for the August 7<sup>th</sup> Concert. I do look forward to working with you in the future and thanks again to each commissioner for your vote of confidence in what I have been striving to accomplish in the Brownsville area.

Sincerely,



Sheila Green,

It's Personal Venue



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8769**

**County Administrator's Report 11. 5.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 08/20/2015

**Issue:** Request For Funding Pensacola Children's Chorus "Seaplane"

**From:** Angela Crawley, Assistant to the County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning the Funding Request for the Pensacola Children's Chorus, "Seaplane, An All American Musical" - Commissioner Wilson Robertson, District 1

That the Board consider funding \$10,000 for Pensacola Children's Chorus, "Seaplane, An All American Musical", from Commissioner Wilson Robertson's 4th Cent Tourist Development Tax Fund, and approve a Purchase Order for this purpose.

[Funding: Fund 108, Tourist Development Tax Fund, Cost Center 360105, Object Code 58201]

#### **BACKGROUND:**

On July 4, 1908, Glenn Curtiss flew his seaplane, June Bug, nearly a mile over Lake Keuka and a cheering crowd in Hammondsport, New York. He also built the Curtiss NC-4 seaplane, the aircraft that in May 1919 would become the first to fly across the Atlantic Ocean.

The hugely popular musical "Seaplane" celebrates Glenn Curtiss as the father of naval aviation and Pensacola as its cradle. Written by Carolyn and Jack Fleming and scored by Allen Pote, "Seaplane" charts the course of naval aviation from the invention of the June Bug in New York to the NC-4 being deployed from the nation's first Naval Air Station in Pensacola and climaxes with the first trans-Atlantic flight expedition led by Jack Towers.

The original 1989 stage production in Pensacola was followed by a special performance at the Kennedy Center in Washington, D.C. in 1990, a three-year summer stock run in Hammondsport, New York that ended in 1994, and a final production in Pensacola that same year.

Now, more than 20 years after it was last performed, the Pensacola Children's Chorus want to bring "Seaplane" back for a special summer production at the Pensacola Saenger Theatre.

**BUDGETARY IMPACT:**

The Board placed \$250,000 in the Tourist Development Tax reserves. These funds are to be allocated by the Board for events and other tourist promotion activities.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, a Purchase Order will be issued by the County Administrator's Office.

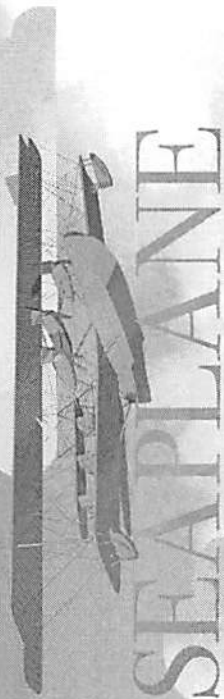
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**Attachments**

Seaplane Pensacola Children's Chorus

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AN ORIGINAL PENSACOLA PRODUCTION  
RETURNS HOME



An All American Musical



FEATURING BROADWAY STARS

Ryan Silverman Emily Padgett David Caschen Chuck Wagner

AUGUST 28<sup>th</sup>, 29<sup>th</sup> and 30<sup>th</sup> | SAENGER  
FRIDAY & SATURDAY - 8 PM • SUNDAY - 2:30 PM | THEATRE

# SEAPLANE

An All American Musical

★ ★ ★ ★ ★ ★ ★ ★

You're probably familiar with the Wright brothers and their place in aviation history. But did you know that a man named Glenn Curtiss is actually credited with the world's first officially witnessed flight?

On July 4, 1908, Glenn Curtiss flew his seaplane, *June Bug*, nearly a mile over Lake Keuka and a cheering crowd in Hammondsport, New York. He also built the Curtiss NC-4 seaplane, the aircraft that in May 1919 would become the first to fly across the Atlantic Ocean.

The hugely popular musical *SEAPLANE* celebrates Glenn Curtiss as the father of naval aviation and Pensacola as its cradle. Written by Carolyn and Jack Fleming and scored by Allen Pote, *SEAPLANE* charts the course of naval aviation from the invention of the *June Bug* in New York to the NC-4 being deployed from the nation's first Naval Air Station in Pensacola and climaxes with the first trans-Atlantic flight expedition led by Jack Towers.

The original 1989 stage production in Pensacola was followed by a special performance at the Kennedy Center in Washington, D.C. in 1990, a three-year summer stock run in Hammondsport, New York that ended in 1994, and a final production in Pensacola that same year.

Now, more than 20 years after it was last performed, we want to bring *SEAPLANE* back for a special summer production at Pensacola's historic Saenger Theatre.

★ ★ ★ ★ ★ ★ ★ ★

## ★ HELP "SEAPLANE" TAKE FLIGHT ★

Help get this all-new production of the hugely popular full-length musical *SEAPLANE* off the ground and flying high! Become a corporate or individual sponsor today and take part in a wonderful revival that will benefit our whole community.

★ ★ ★ ★ ★ ★ ★ ★

### SPONSORSHIP PACKAGES

Platinum, Gold, Silver and Bronze sponsorship levels all receive media coverage (including social media), stage recognition, sponsor reception, recognition on the *SEAPLANE* website, and preferred seating on opening night.

#### \$50,000 Level Platinum

Named performance  
20+ tickets to *SEAPLANE* performances  
40 sponsored tickets to *SEAPLANE* performances donated to active military personnel in your name  
Full-page program ad

#### \$20,000 Level Gold

10+ tickets to *SEAPLANE* performances  
20 sponsored tickets to *SEAPLANE* performances donated to active military personnel in your name  
Full-page program ad

#### \$10,000 Level Silver

8 tickets to *SEAPLANE* performances  
16 sponsored tickets to *SEAPLANE* performances donated to active military personnel in your name  
Half-page program ad

#### \$5,000 Level Bronze

6 tickets to *SEAPLANE* performances  
12 sponsored tickets to *SEAPLANE* performances donated to active military personnel in your name  
Half-page program ad

#### \$2,500 Level Patron

4 tickets to *SEAPLANE* performances  
8 sponsored tickets to *SEAPLANE* performances donated to active military personnel in your name  
Invitation to sponsor reception  
Recognition on *SEAPLANE* website  
Preferred seating on opening night

#### \$1,000 Level Friend

2 tickets to *SEAPLANE*  
A listing in the program  
Invitation to sponsor reception  
Preferred seating on opening night

PLEASE SEND CONTRIBUTIONS TO  
*SEAPLANE* c/o Pensacola Children's Chorus  
46 East Chase Street  
Pensacola, Florida 32502

Checks payable to:  
Pensacola Children's Chorus/*SEAPLANE*

FOR MORE INFORMATION  
SEAPLANETHEMUSICAL.COM  
850-434-7760 or  
seaplaneamericanmusical@gmail.com

★ ★ ★ ★ ★ ★ ★ ★

### THE CREATIVE TEAM



**Carolyn & Jack Fleming**  
Lifelong collaborators Jack and Carolyn Fleming wrote the book and lyrics for *SEAPLANE*, for which they received the Adelia Rosasco Soule Award and many other recognitions. Noted writer Carolyn Fleming's first novel *Journey Proud* was awarded the 2014 Eric Hoffer

Book Award. Dr. Jack Fleming, a distinguished cardiologist with many contributions to the field, is a prolific songwriter and accomplished vocal soloist. Jack and Carolyn authored the books *Thinking Places and Perils!* and the musicals, *Imagination!* and *Bahia de Panzocola*.



#### Allen Pote

A nationally known composer of choral music and musicals, Mr. Pote travels extensively throughout the United States, Canada, and abroad as a conductor for festivals and workshops. He has received numerous commissions and has published over 300 choral works, including 20

musicals for youth and children. With his wife, Susan, he is the Co-Founder and Artistic Director of the Pensacola Children's Chorus. A former member of the National Board of Choristers Guild, Mr. Pote is a recipient of a Fulbright Scholarship and is a three-time winner of the Arts Council of Northwest Florida's Muriel Stugart Award recognizing outstanding accomplishments in music.



#### Emily Mixon

Emily Mixon is a graduate of The Boston Conservatory with a BFA in musical theatre. She is the staff choreographer of the Pensacola Children's Chorus and on faculty at Ballet Pensacola where she teaches Broadway Dance Machine. Emily directed and choreographed *Willy*

*Wonka* at Pensacola Little Theatre and has choreographed numerous productions in the Gulf Coast area. Emily served as Adjunct Faculty in the theater department at UWF and has provided creative and artistic guidance for many organizations and institutions in Pensacola.

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COLA PRODUCTION  
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SEAPLANE

an American Musical

BOOK AND LYRICS BY  
Carolyn & Jack Fleming

MUSIC BY  
Allen Pote

DIRECTED AND CHOREOGRAPHED BY  
Emily Mixon

★ ★ ★ ★ ★



SEAPLANE

An All American Musical

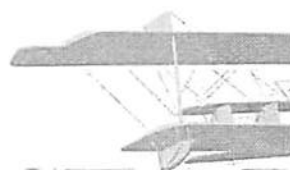
COMING AUGUST 28, 29 & 30, 2015

Set in 1919, this adventure tells of the first successful flight over the Atlantic by pioneer Naval aviator Jack Towers in the NC-4 seaplane. Pensacola itself is wound into the very fabric of this story as Towers attends the first Naval flight school aboard NAS Pensacola. The historic legacy lives on today, as the NC-4 built by Glenn Curtiss rests in our own National Naval Aviation Museum.

★ ★ ★ ★ ★

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SEAPLANE

An All American Musical



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-8784

County Administrator's Report 11. 6.

BCC Regular Meeting

Discussion

Meeting Date: 08/20/2015

Issue: Cantonment Homecoming Festival

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Funding for the Cantonment Homecoming Festival -  
Commissioner Steven Barry, District 5

That the Board Consider the request for \$2,500, to be funded from the 4th Cent Tourist Development Tax, for the Cantonment Homecoming Festival, and approve the Purchase Order for this purpose.

#### **BACKGROUND:**

The Cantonment Improvement Committee has been dedicated to improving the Cantonment area and is partnering with local businesses to continue their efforts on educating the area and the economic impacts thereof. The Festival is scheduled for October 10, 2015, and is anticipated to bring in upwards of 400 citizens.

#### **BUDGETARY IMPACT:**

The Board placed \$250,000 in the 4th Cent Tourist Development Tax reserves. These funds were to be allocated by the Board for events and other tourist promotion activities.

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

N/A

#### **PERSONNEL:**

N/A

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

N/A

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

Upon Board approval, a Purchase Order will be issued by the County Administrator's Office.

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**Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8667**

**County Attorney's Report 11. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 08/20/2015

**Issue:** Authorize the Scheduling of a Public Hearing to consider amending Chapter 42, Section 42-66, of the Escambia County Code of Ordinances

**From:** Kerra Smith, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

That the Board authorize the scheduling of a Public Hearing for September 3, 2015, at 5:31 p.m. for consideration of an ordinance amending Part I of the Escambia County Code of Ordinances, as amended, amending Chapter 42, Article III, "Noise," Section 42-66, "Exemptions," to clarify the firearms exemption to the County Noise Abatement Ordinance.

#### **BACKGROUND:**

The County's Noise Abatement Ordinance prohibits making, causing, or allowing any unreasonably loud sound. The ordinance includes an exemption for noises caused from the discharge of firearms. This amendment was drafted to clarify that the exemption in the ordinance pertains only to noise resulting directly from the actual expulsion of a projectile from a firearm, and does not extend to noise from explosions, detonations, or other loud eruptions caused by a projectile strike.

#### **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:**

A copy of the Ordinance will be filed with the Department of State. A copy of the ordinance will also be provided to the Escambia County Sheriff's Office and the State Attorney's Office for enforcement.

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**Attachments**

Ordinance

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ORDINANCE 2015-\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA; AMENDING PART 1 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, AS AMENDED, AMENDING CHAPTER 42, ARTICLE III, "NOISE," SECTION 42-66, "EXEMPTIONS," TO CLARIFY THE FIREARMS EXEMPTION TO THE COUNTY NOISE ABATEMENT ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Article II, Section 7, of the Constitution of the State of Florida requires adequate laws for the abatement of excessive and unnecessary noise; and,

**WHEREAS**, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners to exercise all powers and privileges not specifically prohibited by law, and perform any lawful acts that are in the common interest of the people of the county; and,

**WHEREAS**, the Board of County Commissioners has determined that clarifying the firearms exemption to the County Noise Abatement Ordinance serves an important public purpose and 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:**

**SECTION 1.** Chapter 42, Article III, Section 42-66(j) of the Escambia County Code of Ordinances is hereby amended as follows:

**Sec. 42-66. Exemptions.**

Sounds caused by the following are exempt from the prohibitions set out in sections 42-64 and 42-65 and are in addition to the exemptions specifically set forth in section 42-65:

(j)

*Firearms.* Noise caused by the discharge of firearms. However, this exemption This section exempts only noise resulting directly from the actual expulsion of a projectile from a firearm and shall not be construed to extend to noise from explosions, detonations, or other vociferous eruptions caused by a projectile strike or authorize the discharge of any firearm in contravention of state law.



1 **SECTION 2. SEVERABILITY.**

2  
3 If any section, sentence, clause or phrase of this Ordinance is held to be invalid  
4 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no  
5 way affect the validity of the remaining portions of this Ordinance.  
6

7 **SECTION 3. INCLUSION IN THE CODE.**

8  
9 It is the intention of the Board of County Commissioners that the provisions of  
10 this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2015); and  
11 that the sections, subsections and other provisions of this Ordinance may be  
12 renumbered or relettered and the word "ordinance" may be changed to "section",  
13 "article", or such other appropriate word or phrase in order to accomplish such  
14 intentions.  
15

16 **SECTION 4. EFFECTIVE DATE.**

17  
18 This Ordinance shall become effective upon filing with the Department of State.  
19

20 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
21  
22

23  
24 Approved as to form and legal  
sufficiency.

25 By/Title: \_\_\_\_\_  
26 Date: \_\_\_\_\_

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

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

**Steven Barry, Chairman**

28  
29 **ATTEST: PAM CHILDERS**  
30 **Clerk of the Circuit Court**  
31

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

33 **Deputy Clerk**

34 **(SEAL)**  
35

36 **ENACTED:**

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

38 **EFFECTIVE DATE:**  
39  
40



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-8685**

**County Attorney's Report 11. 2.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 08/20/2015

**Issue:** Danielle Riggins v. Esc. Co., Esc. Co. Community Affairs Dept. & Marilyn Wesley, as Director of Community Affairs Dept.

**From:** Charles Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

Recommendation Concerning representation of Marilyn Wesley in the matter of Danielle Riggins v. Escambia County, as political subdivision of the State of Florida, Escambia County, Community Affairs, Department, and Marilyn Wesley, in her official capacity, as Director of the Escambia County Community Affairs Department, Case No.: 2015 CA 001258.

That the Board authorize the County Attorney's Office to provide a defense for and representation of Marilyn Wesley as the former Director of the Escambia County Community Affairs Department.

#### **BACKGROUND:**

On August 30, 2013, a pet dog named "Cowgirl" owned by Danielle Riggins was negligently euthanized by the animal shelter. At that time, the animal shelter was under the purview of the Department of Community Affairs with Ms. Wesley as its Director. Ms. Riggins filed a notice of claim with the County and with the Department of Financial Services claiming damages for pain and suffering from the negligent euthanization of her dog. Suit has been filed against Escambia County, the Escambia County Community Affairs Department and Marilyn Wesley in her official capacity, as Director of the Escambia County Community Affairs Department. A motion to dismiss has been drafted by this office and will have been filed and served at the time of this recommendation coming before the Board. The basis of the motion to dismiss is that Florida law does not recognize damages for pain and suffering by a pet owner where a pet is negligently destroyed by another person or governmental entity. Florida follows the Impact Rule, which requires some physical impact prior to the recovery of damages for negligent conduct. In addition, the most that Ms. Riggins can claim due to negligent destruction is the market value of her dog prior to death, with some consideration given for any special services that the dog provided prior to death, such as acting as a service dog. In addition, § 768.28(9), Fla. Stat. precludes the filing of a lawsuit against a County employee for negligent conduct. At the time of the destruction of Ms. Riggins' pet dog, Ms. Wesley was the Director of the Department of Community Affairs and was employed

by the County. As such, she would be entitled to a defense and representation because all of the allegations of the Complaint allege conduct that took place while she was an employee of the County. There will not be a conflict of interest in representing Ms. Wesley and the County based on the allegations of negligence by Plaintiff.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will represent the County and Ms. Wesley and provide a defense for the County and Ms. Wesley during the course of any litigation.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Board Policy on the Legal Representation for Commissioners and County Employees

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**Board of County Commissioners**  
**Escambia County, Florida**

Title: Legal Representation for Commissioners and County Employees, Section II, Part C.35  
Date Adopted: May 15, 2014  
Effective Date: May 15, 2014  
Reference:  
Policy Amended: New Policy

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**A. Purpose:**

Commissioners, County employees, Board appointees and County agents should be entitled to some assurance that in the performance of a public service they will not be encumbered by the expense of defending a civil, criminal, ethics, administrative or professional licensing action predicated upon their official acts and reports and should not fear such expenses that may result from reprisals. Further, the Board of County Commissioners finds that it is necessary to encourage the continued participation in County government by alleviating the potential liability of persons having to expend their own funds for the payment of reasonable attorney's fees and costs when such persons are named in a criminal, civil, ethics, administrative or professional licensing action. In following this policy, the Board may only incur or reimburse reasonable attorney's fees and costs as allowed by Florida law.

**B. Definitions:**

"Costs" shall mean actual and verifiable costs incurred in the provision of a defense for the subject commissioner, employee, appointee or agent of the County. Any travel expenses shall be as provided in section 112.061, Florida Statutes.

"Reasonable attorney's fees" shall mean fees earned by an attorney and/or attorneys licensed to practice law in the State of Florida, based on the customary rate, whether a flat fee or per hour, charged in Escambia County, Florida, for similar work performed by attorneys within the County, but in no event to exceed \$250 per hour unless a higher amount is approved by the Board due to extraordinary circumstances.

"Successfully defend" or "prevail" shall apply to individual counts, charges and/or allegations, and shall mean dismissal, a finding of not guilty or a verdict of no liability in favor of the person covered herein as set forth below. In a civil case, a judgment of nominal damages or a judgment of 25% or less than a proposal for settlement served by the Commissioner or employee pursuant to Florida Statutes and the Florida Rules of Civil Procedure, which is entered against the Commissioner or employee may be considered as a successful defense or as prevailing as circumstances warrant. A failure to successfully defend or prevail against one or more counts, charges or allegations shall not necessarily affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the

officer or employee prevailed.

**C. Policy.**

It is the Board's policy that for cases involving current and former County employees, Board appointees and County agents personally named in any civil, criminal, ethics, administrative or professional licensing action for any act within the scope of their duties and responsibilities, the County will prospectively provide legal representation or pay reasonable attorney's fees and costs if the procedures in this policy are followed and if allowed by Florida Law.

Cases involving current or former County Commissioners personally named in any civil, criminal, ethics, administrative or professional licensing case that arises out of and in connection with their scope of County function shall be addressed by the Board of County Commissioners on a case-by-case basis. Florida law shall be followed with regards to any payment or reimbursement of legal fees or prospective retention of legal representation. Any current or former County Commissioner personally named in a civil, criminal, ethics, administrative or professional licensing action and who desires the County pay for on an ongoing basis or reimburse legal fees shall follow the procedures set forth in this policy. For cases involving current or former County Commissioners, out of the Sunshine litigation strategy meetings set forth in section 286.011(8), Florida Statutes are discouraged but may be allowed by majority vote of the Board should circumstances warrant.

**D. Procedures:**

Any person who believes that he or she is allowed or entitled to payment or reimbursement of reasonable attorney's fees and costs or retention of legal representation shall, as a condition precedent to such payment, retention or reimbursement, notify the County through its County Attorney in writing within 10 days of their knowledge of a relevant action or within 10 days of retaining a private attorney, whichever is applicable. The request shall at a minimum set forth:

1. The name and current address of the person making the request;
2. A description of the entity conducting the investigation or proceeding;
3. The case number or file number of the investigation or proceeding, if known;
4. A description of each count, charge and/or allegation made or being investigated;
5. The dates(s) that the alleged wrongful incidents are alleged to have occurred;
6. The person's office or position of employment with the County on the dates described in (5.) above;
7. The reasons why it is believed that the attorney's fees and costs should be paid by the County;
8. The name(s), address, and telephone number of the attorney(s) representing such person against the counts, charges, and/or allegations described in (4.) above, if applicable;
9. A description of the fee arrangement or agreement between the person and his or her attorney(s); the amount of attorney's fees and costs paid to the date of the written request for attorney's fees and costs for defense against the



counts, charges and/or allegations described in (4.) above; and the total balance due, if any, of all attorney's fees and costs that have been incurred in defense against the counts, charges, and/or allegations described in (4.) above; and

10. Such other information as the Board of County Commissioners and/or the County Attorney's Office may reasonably require.

**E. Board Action.**

The County Attorney shall review all requests provided pursuant to section D of this policy and within a reasonable time shall prepare and present an agenda item for consideration by the Board. In any case where the County Attorney believes the matter can be ethically, legally and expeditiously handled in-house, the recommendation shall so state. In all other instances, the County Attorney shall make a recommendation on the applicability of this policy to the request for retention of legal representation or payment or reimbursement of reasonable attorney's fees and costs.

For a civil action, the recommendation shall support payment, reimbursement or retention of legal counsel unless there has been a finding or it appears clear from the relevant materials that the person is personally liable, acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property pursuant to section 111.07, Florida Statutes.

For other actions the recommendation shall support payment, reimbursement or retention of legal counsel so long as it appears the alleged misconduct arose out of or in connection with the performance of their official duties and while serving a public purpose pursuant to Florida case law.

For a recommendation regarding a criminal charge for violation of Florida's Sunshine law, the recommendation shall reflect that Florida law specifically authorizes reimbursement of reasonable attorney's fees and costs upon acquittal pursuant to section 286.011(7), Florida Statutes.

The Board may:

1. Request additional relevant information from the applicant or County Attorney; or
2. Continue the request to a date and time certain; or
3. Take action upon the written request and determine if the attorney's fees and costs shall be reimbursed or paid, and if so, in what amount; or
4. Allow the County Attorney to represent the applicant or other counsel to be retained; or
5. Deny the request and make appropriate findings.

**F. Agreement.**

In any event where the County has prospectively provided legal representation or is paying reasonable attorney's fees and costs prior to disposition of an action or claim,

the Board may require the individual to execute an agreement with the County which shall require reimbursement to the County in the following circumstances:

1. In a civil action where the individual did not prevail and was found personally liable, to have acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property; or
2. In any other action where upon disposition of the case the Board of County Commissioners determined the alleged misconduct did not arise out of or in connection with their official duties or the individual was not serving a public purpose; or
3. In any case where prevailing Florida law would not allow the County to cover the expenses of the legal representation.

Regardless of whether an agreement is entered or not, the Board may authorize legal action to recoup expenses in cases where reimbursement is due to the County based on application of either this policy or Florida law.

**G. Investigations and Grand Jury Investigations.**

Florida law may not allow payment or reimbursement of reasonable attorney's fees and costs or retention of outside counsel in cases involving solely an investigation or a grand jury investigation. In the event a person subject to this policy believes they are entitled to relief, he or she may bring the request to the County Attorney, as set forth in this policy, and the County Attorney will review it and take a recommendation to the Board of County Commissioners in a timely fashion.