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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – July 7, 2016 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Robinson.

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. Presentation - American Heart Association award by Julia Mora-Guillot, Regional Vice President, Quality Systems Improvement, to the Fire Services and Emergency Medical Services Divisions of the Public Safety Department.

7. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Jenny M. Savely, 4-H Youth Development Program Coordinator, Extension Division, Department of Natural Resources Management, on her selection as "Employee of the Month" for July 2016;

B. The Proclamation commending Carla S. Jones, Division Manager, Neighborhood & Human Services Department, for extraordinary service for the past 30 years and congratulating her on reaching this milestone anniversary;

C. The Proclamation recognizing the Center for Independent Living Disability Resource Center (CILDRC) ADA Annual Awards and Volunteer Recognition Luncheon and commending the efforts of the CILDRC to raise awareness of the rights of persons with disabilities and those who support the goal and mission of the Americans with Disabilities Act;

D. The Proclamation commending and congratulating New Beginnings Publishing and Out Front Magazine on 25 years of successful publication in Pensacola and wishing them continued success in Escambia County; and

E. The Proclamation welcoming Most Worshipful Grand Master Stanley L. Hudson, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County.

8. Retirement Proclamations.

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

A. Adopt the Proclamation commending and congratulating Tammy D. Clark, Jail Corrections Major, on 28 years of service;

B. Adopt the Proclamation commending and congratulating Constance A. "Connie" Oliver, Accounting Technician, Public Works Department, on 37 years of service;

C. Adopt the Proclamation commending and congratulating Deborah A. Overton, Senior Office Support Assistant, Building Services Department, on 29 years of service;

D. Adopt the Proclamation commending and congratulating Wanda H. White, Accreditation Manager, Corrections Department, on 41 years of service;

E. Ratify the Proclamation, dated June 24, 2016, commending and congratulating Ronald D. Crooke, Corrections Officer, Corrections Department, on 32 years of service; and

F. Ratify the Proclamation, dated June 24, 2016, commending and congratulating Randall W. "Randy" Gomes, Corrections Officer, Corrections Department, on 10 years of service.

9. Written Communication

A. May 23, 2016, Communication from Stephen M. Guttmann, Attorney for the Estate of George Dees, requesting that Escambia County provide relief of Code Enforcement Lien attached to both properties located at 3319 Old Fairfield Drive and 1207 West Yonge Street.

Recommendation: That the Board review and consider Lien relief request made by Stephen M. Guttmann, Attorney for the Estate of George Dees, against properties located at 3319 Old Fairfield Drive and 1207 West Yonge Street.

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

After reviewing the request for forgiveness of Liens, staff made the determination that the request DOES fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2.

County Administrator, Jack Brown, sent Mr. Guttmann a denial letter because the Estate of George Dees is the owner/violator. Mr. Guttmann is now requesting relief from the Board.

B. June 23, 2016, Communication from William D. Stokes, Attorney for Deancurt Pensacola, LLC, requesting a revised Resolution releasing any County interest retained in the property under the mortgage and accompanying bond trust indenture.

Recommendation: That the Board review and consider adopting, subject to Legal review and sign-off, a revised Resolution that omits approximately 160 pages of the documents that were included in "Exhibit 1" to the original Resolution approved May 19, 2016, which are prohibitively expensive for the owner to record.

10. 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.

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 April 2016 Returns Received in May 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2016 returns received in the month of May 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eighth month of collections for the Fiscal Year 2016; total collections for the month of April 2016 returns was $773,474.68; this is a 4.03% increase over the April 2015 returns; total collections year to date are 13.16% more than the comparable time frame in Fiscal Year 2015.

2. Recommendation Concerning Acceptance of the May 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2016, as required by Ordinance Number 95-13; on May 31, 2016, the portfolio market value was $292,182,849 and portfolio earnings totaled $178,936 for the month; the short-term portfolio yield was 0.42%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.40%; the enhanced cash portfolio achieved a yield of 0.79%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.70%; the long-term CORE portfolio achieved a yield of 1.36%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.01%.

3. Recommendation Concerning Acceptance of the 2015 Financial Statements for the Santa Rosa Island Authority

That the Board accept, for filing with the Board's Minutes, the *Santa Rosa Island Authority - A Component Unit of Escambia County, Florida, Financial Statements and Supplementary Information, September 30, 2015 and 2014*, provided by Dottie Ford, Finance Director for the Santa Rosa Island Authority.

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

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

A. An appeal of the Escambia County Contractor Competency Board's decision of June 1, 2016, in the Case of Donna G. Jenkins v. Thimothy K. Sowell d/b/a Tim Sowell Roofing, Inc., filed by Donna G. Jenkins, and received in the Clerk to the Board's Office on June 20, 2016;

B. The *General Release and Hold Harmless Agreement*, based on the Board's action of November 2, 2006, regarding the settlement of Rodney and Eunice Williams v. Escambia County, Case No.: 2003 CA 729, and Escambia County v. Rodney Williams, Case No.: CE 2000-09-0153; and

C. The *General Release and Hold Harmless Agreement*, based on the Board's action of July 22, 2004, regarding the settlement of Republic Toll Systems, Inc., d/b/a Intertoll USA v. Escambia County, Florida, a political subdivision of the State of Florida, Case No.: 2004 CA 000830.

5. 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 Committee of the Whole Workshop held June 9, 2016;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 16, 2016;

C. Approve the Minutes of the Regular Board Meeting held June 16, 2016; and

D. Approve the Minutes of the Special Board Meeting held June 21, 2016.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on June 7, 2016

That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on June 7, 2016:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2016-04 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	**Z-2016-04**
Address:	400 Block of Cummings Road and 29 Cummings Road
Property Reference No.:	35-1S-30-9000-000-008; 35-1S-30-9000-000-010
Property Size:	2.34 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment (25 du/acre. Lodging unit density is not limited by zoning.)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Tom Hammond, Agent for Eric Hovind, with God Quest Inc., Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond
2. Case No.:	**Z-2016-05**
Address:	251 East Johnson Avenue

Property Reference No.:	21-1S-30-2101-001-006
Property Size:	1.95 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Request by:	Wiley C. "Buddy" Page, Agent for Scott D. and Tracy C. Hayes, Owners
Planning Board Recommendation:	**Board voted to continue the case to the next Planning Board Meeting due to the agent having an emergency.**
Speakers:	None

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on June 7, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-01

   That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, as amended, amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use Map, changing the Future Land Use category of a parcel within Section 11, Township 1N, Range 31W, Parcel Number 1000-004-001 totaling 60.50 (+/-) acres, located North of Beck's Lake Road, from Mixed-Use Urban (MU-U) to Industrial (I).

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Article 5, Section 2-5.7, Final Plats

   That the Board of County Commissioners (BCC) cancel the 5:47 p.m., Public Hearing scheduled to review and adopt an Ordinance amending Chapter 2, Article 5, Section 2-5.7, "Final Plats", by requiring all public subdivision improvements be free from defects for a period of two years from date of recordation of the final plat.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. Tuesday, July 19, 2016

5:45 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility - Big Escambia Mine

B.Thursday, August 4, 2016

1. 5:45 p.m. - A Public Hearing to amend the official zoning map to include the following Rezoning Case to be heard by the Planning Board on July 7, 2016:

Case No.:	**Z-2016-05**
Address:	251 East Johnson Avenue
Property Reference No.:	21-1S-30-2101-001-006
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	3
Requested by:	Wiley C. "Buddy" Page, Agent for Scott and Tracy Hayes, Owners

2. 5:46 p.m. - A Public Hearing - Antietam Planned Unit Development

3. 5:47 p.m. - A Public Hearing - Design Standard Manual Ordinance

4. 5:48 p.m. - A Public Hearing - Lot Widths Ordinance

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

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

   That the Board approve a Request for Disposition of Property Form for the Roads Division, for two Aebi Slope Mowers, which are listed on the Request Form. Both are to be written off to trade in for new mowers.

2. Recommendation Concerning a Reappointment to the Escambia County Housing Finance Authority, as Requested by Karyn Norton, Executive Director - Jack R. Brown, County Administrator

   That the Board take the following action concerning a reappointment to the Escambia County Housing Finance Authority, as requested by Karyn Norton, Executive Director:

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

   B. Reappoint Robert Ward for another four-year term, effective August 1, 2016, through July 31, 2020.

   There were no responses to the General Alert that was posted on the County's Website from May 31, 2016, to June 10, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering to be considered for an appointment to the Escambia County Housing Finance Authority.

3. Recommendation Concerning Scheduling a Public Hearing Regarding the Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation - Derek Whidden, Grants Coordinator, Escambia County Sheriff's Office

   That the Board authorize the scheduling of a Public Hearing on July 19, 2016, at 5:36 p.m., for the purpose of receiving public comments concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2016 Local Solicitation Project funding.

4. Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2015/2016 Proposed Grant Application for Mass Transit Projects - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board authorize the scheduling of a Public Hearing for 5:33 p.m., on July 19, 2016, for the purpose of receiving comments from the general public concerning the Fiscal Year 2015/2016 proposed Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Projects for Federal Transit Administration (FTA) Section 5339 Funds (Bus and Bus Facilities).

   The Grant Application is for a total of $614,819. A local match of $153,705, is required and will be covered by Florida Toll Revenue credits, therefore, no local funds are required.

5. Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2016 FTA 5307 Proposed Grant Application for Capital Preventive Maintenance - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board authorize the scheduling of a Public Hearing for 5:34 p.m., on July 19, 2016, for the purpose of receiving comments from the general public concerning the proposed Grant Application for Federal Transit Administration (FTA) Section 5307 Funds (Flex Capital Preventive Maintenance).

   The Grant Application is for a total of $300,000. A required match of $75,000, will be covered by Florida Toll Revenue credits, therefore, no local funds are required.

6. Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2014/2015 Federal Transit Administration, Final Apportionment 5307 Proposed Grant Amendment by ECAT for Mass Transit Capital Projects - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for 5:35 p.m., on July 19, 2016, for the purpose of receiving comments from the general public concerning the proposed amendment for Federal Transit Administration (FTA) Section 5307 Grant Application by Escambia County Area Transit (ECAT) for planning and capital assistance of Mass Transit projects.

Federal Transit Administration guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration progress reports must be submitted electronically via the Transportation Award Management System (TrAMS).

Florida Toll Revenue Credits cover the match required for this Grant, therefore, no Escambia County funds are required.

7. Recommendation Concerning Authorization for Access and Signature for the Transit Award Management System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the Chairman to sign the Designation of Signature Authority Transit Award Management System (TrAMS) Memos and authorize the Chairman and the Assistant County Attorney to obtain Personal Identification Numbers (PINS) so that they may, on behalf of Escambia County, Florida, file and execute applications and documents required for Federal Transit Administration (FTA) Grants. These applications and documents include, but are not limited to the annual Certifications and Assurances.

8. Recommendation Concerning the Scheduling of a Public Hearing for the Fire Municipal Services Benefit Unit Assessment Rate Resolution -Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on July 19, 2016, at 5:39 p.m., to consider approval of a Rate Resolution increasing the assessment in the Fire Municipal Services Benefit Unit (MSBU) on all properties in the unincorporated areas of Escambia County, with the exception of Santa Rosa Island.

9. Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on June 1, 2016, Petitioned by Donna Jenkins - Donald R. Mayo, CBO, Building Services Department Director

That the Board approve the scheduling of an Appeal Hearing on July 19, 2016, at 5:37 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its June 1, 2016, meeting), as filed by Donna Jenkins, Petitioner, in the Complaint No.: COM150800026 - Escambia County Contractor Competency Board vs. Thimothy Sowell d/b/a Sowell Roofing, Inc.

10. Recommendation Concerning a License Agreement between Industrial Environmental Consultants, LLC, and Escambia County for Access to Closed County Property (Mobile Highway Landfill) - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the License Agreement between Industrial Environmental Consultants, LLC, (IEC) and Escambia County:

A. Approve the License Agreement, subject to Legal review and sign-off, between Industrial Environmental Consultants, LLC, (IEC) and Escambia County, for the purpose of granting temporary access and use of closed County property, (Mobile Highway Landfill), to prepare a Florida Department of Environmental Protection (FDEP) directed Site Assessment Report and to collect groundwater samples from an existing groundwater monitoring well (MW-181); and

B. Authorize the Chairman to sign the License Agreement.

[AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER]

11. Recommendation to Authorize the Recording of Declaration of Restrictive Covenants and Provide Ownership and Encumbrance Reports for the Camp Five Landfill - Patrick T. Johnson Waste Services Department Director

That the Board take the following action regarding authorizing the recording of Declaration of Restrictive Covenants and Providing Ownership and Encumbrance Reports for the Camp Five Landfill:

A. Authorize the recording of the Declaration of Restrictive Covenants required by the Florida Department of Environmental Protection (FDEP) for the Camp Five Landfill, located at County Road 12-A, 3.5 miles southeast of County Road 4 and County Road 99, Intersection, Escambia County, Florida; and

B. Provide current Ownership and Encumbrance Reports on the said property to support the Declaration of Restrictive Covenant documents.

The Florida Department of Environmental Protection (FDEP) has requested that the County provide Ownership and Encumbrance Reports for the County-owned property located at County Road 12-A, 3.5 miles southeast of County Road 4 and County Road 99, Intersection, Escambia County, Florida, as required documentation for Restrictive Covenants which are to be recorded on the property. The Florida Statute Section 125.411 prohibits the County from warranting its own properties of conveyance. The County Attorney's Office has concerns that the updated title constitutes a form of warranty which would violate Florida Statute 125.411.

12. Recommendation Concerning the State of Florida Department of Transportation Off System Project Maintenance Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Off System Project Maintenance Agreement, related to a sidewalk project on County Road (CR) 296 (Saufley Field Road) where federal funding is available for resurfacing, roadway widening, shoulder reconstruction, and other minor related improvements:

A. Approve the State of Florida Department of Transportation Off System Project Maintenance Agreement; and

B. Authorize the Chairman to sign the Agreement.

The FDOT is using federal funding for this project.

13. Recommendation Concerning the Conveyance of Portions of Two Separate, Abutting Parcels of Real Property to the City of Pensacola - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of portions of two separate, abutting parcels of real property (totaling approximately 0.12 acres; each portion 0.06 acres) located at 2581 & 2601 Bayou Boulevard, to the City of Pensacola:

A. Approve the conveyance of portions of two separate, abutting parcels of real property (totaling approximately 0.12 acres; each portion 0.06 acres), located at 2581 & 2601 Bayou Boulevard, to the City of Pensacola;

B. Adopt a Resolution authorizing the conveyance of portions of two separate, abutting parcels of real property (totaling approximately 0.12 acres; each portion 0.06 acres), located at 2581 & 2601 Bayou Boulevard, to the City of Pensacola; and

C. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute any documents necessary to complete the conveyance without further action of the Board.

All costs associated with the accepting and recording of documents will be borne by the City of Pensacola.

14. Recommendation Concerning a Letter of Support Requesting that FDOT Address Crash Occurrences in the Town of Century Along Century Boulevard at Jackson Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the Chairman to sign a Letter of Support requesting that the Florida Department of Transportation (FDOT) address crash occurrences in the Town of Century along Century Boulevard at Jackson Street.

15. Recommendation Concerning the Cooperative Agreement with the Escambia County School Board Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Chip W. Simmons, Assistant County Administrator

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 Supplemental Budget Amendment #188 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #188, Other Grants and Projects Fund (110), in the amount of $755,560, to recognize proceeds from the State of Florida Department of Environmental Protection (DEP), and to appropriate these funds to be used for the Bayou Chico Stormwater Retrofit Project which will provide new stormwater treatment and flood attenuation for the Beach Haven Neighborhood in the Bayou Chico Watershed. This project also includes funding to extend the Southwest Greenway elevated boardwalk along Jones Creek. Matching funds of $1.9 million are allocated in the Beach Haven project (LOST III, Fund 352, Cost Center 210107, Project# 08EN0272) and the remaining match of $6,500 in the Southwest Greenway project (LOST III, Fund 352, Cost Center 220102, Project# 11NE0878).

2. Recommendation Concerning Supplemental Budget Amendment #189 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #189, Gulf Coast Restoration Fund (118), in the amount of $9,032,250, to recognize funds from the National Fish and Wildlife Foundation (NFWF), and to appropriate these funds to be used for Bayou Chico Restoration Projects for storm-water treatment and improved water quality. Matching funds associated with this NFWF allocation will come from the Beach Haven Local Option Sales Tax (LOST) Project 08EN0272 ($1,4333,000) Fund (352) and a separate Florida Department of Environmental Protection (FDEP) Grant ($750,000) Fund (110).

3. Recommendation Concerning Supplemental Budget Amendment #190 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #190, Other Grants and Projects Fund (110), in the amount of $106,200, to recognize Grant proceeds from the Florida Department of Environmental Protection (DEP), and to appropriate these funds to create a Low Impact Design (LID) manual and provide workshops to professionals to educate them on how to incorporate LID practices in the site design and planning process for future development projects in the City of Pensacola and Escambia County. The local match requirement funding has been expended from Fund 151, CRA Fund, on a previously- constructed, pervious pavement project at the Juanita Williams County Park.

4. Recommendation Concerning Supplemental Budget Amendment #197 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #197, Other Grants and Projects Fund (110), in the amount of $211,817, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Subgrant Agreements, and to appropriate these funds for enhancement of Escambia County's Division of Emergency Management daily and emergency operations and to assist in local disaster planning and community outreach efforts. These Grant funds also support the salary of an existing County employee who provides Geographic Information Systems (GIS) and technology assistance to the Division.

5. Recommendation Concerning the Purchase of a Pickup Truck and a Utility Vehicle for the Public Safety Department - Michael D. Weaver Public Safety Department Director

That the Board take the following action regarding the purchase of two vehicles for the Public Safety Department:

A. Authorize the County to utilize the 2016-2017 Florida Sheriff's Association of Counties Contract 15-23-0904, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, exemptions; and Section 46-64, Board approval; and;

B. Authorize a Purchase Order to Hub City Ford-Mercury, Inc., in the amount of $80,191, for a 3/4 ton Super Cab Pickup Truck according to the specifications of VE 15-16.016, and a 1/2 ton 4x4 Extended Wheelbase, Six Passenger Utility Vehicle according to the specifications of VE 15-16.015.

In accordance with Board Policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from Florida Contracts, Federal Schedules, or other Purchasing Cooperative Contracts sanctioned for use by the Escambia County, Florida, Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 15-16.015 and VE 15-16.016 were posted on May 17, 2016, for a period of 30 days.

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

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

That the Board adopt the Resolution authorizing the write-off of $1,866,895.22, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the first quarter of Fiscal Year 2015-2016 for 3,964 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

7. Recommendation Concerning a State of Florida, Division of Emergency Management Federally-Funded Subaward and Grant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number 17-FG-XX-01-27-01-090:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $106,011, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2016, through June 30, 2017;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

Section (22) Mandated Conditions, subsection b, that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

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

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

That the Board take the following action regarding the State-Funded Grant Agreement, Contract Number 17-BG-83-01-27-01-023:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Grant Agreement, providing funds in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2016, through June 30, 2017;

B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement; and

C. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

Section (21) Mandated Conditions, subsection B, that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

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

9. Recommendation Concerning an Agreement for the Housing of Adult Post-Adjudicatory Drug Court Participants at the Community Corrections Work Release Facility in Escambia County, Florida - Chip W. Simmons, Assistant County Administrator

That the Board take the following action concerning the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida, between the First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

A. Approve the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release facility; and

B. Authorize the Chairman to sign the Agreement.

[Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003]

10. Recommendation Concerning a Change Order to Drug Free Workplaces, Inc., for Drug Testing of Probation Clients - Chip W. Simmons, Assistant County Administrator.

That the Board approve and authorize the County Administrator to execute the following Change Order 1 to Drug Free Workplaces, Inc., adding funds for the drug screening of probation clients under the supervision of Community Corrections:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	$25,000
Vendor:	Drug Free Workplaces, Inc.
Project Name:	N/A
Contract:	PD 14-15.013
Purchase Order:	160238
Change Order:	1
Original Award Amount:	$60,000
Cumulative Amount of Change Orders Through This Change Order:	$25,000
New Purchase Order Total:	$85,000

[Funding Source: Fund 114, Misdemeanor Probation Fund, Cost Center 290301, Object Code 53101]

11. Recommendation Concerning an Equipment Acquisition Agreement with CPC Office Technologies for the Corrections Department, Community Corrections Division - Chip W. Simmons, Assistant County Administrator.

That the Board take the following action regarding an Equipment Acquisition Agreement with CPC Office Technologies for the Corrections Department, Community Corrections Division:

A. Approve the Equipment Acquisition Agreement with CPC Office Technologies for the lease and maintenance of two machines for a term of 48 months, with a monthly charge of $190.30, plus the cost of copies (0.0059/copy); and

B. Authorize the Chairman to sign the Equipment Acquisition Agreement.

[Funding: Fund 114, Misdemeanor Probation Fund, Cost Center 290301 Misdemeanor Probation, Object Code 54001, Rentals and Leases]

12. Recommendation Concerning Amending the Contract With CenturyLink Public Communications, Inc., to Comply with FCC Order - Chip W. Simmons, Assistant County Administrator

That the Board take the following action concerning the Third Amendment of Agreement Relating to Inmate Telephone Services, PD 13-14.064, with CenturyLink Public Communications, Inc., which provides for the inmate calling system at the Escambia County Jail:

A. Approve the Third Amendment of Agreement Relating to Inmate Telephone Services, PD 13-14.064. The primary goal of this Amendment is to provide a solution that will achieve compliance with the Federal Communication Commission's October 22, 2015, order in WC Docket No. 12-375 that is in the best interest of the Escambia County Jail's inmate population; and

B. Authorize the Chairman to sign the Amendment.

[Funding: This Contract is a Revenue Contract related to Fund 111, Detention-Jail Commissary, Revenue Account 342302]

13. Recommendation Concerning Issuance of Purchase Orders on Contract PD 14-15.064, General Paving and Drainage Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the issuance of Purchase Orders on Contract PD 14-15.064, General Paving and Drainage Agreement:

A. Approve the reallocation of remaining funds from the Capital Improvement Program, totaling $618,410, from Dirt Road Paving funds (completed projects) to Mack's Road and Cecil Road Dirt Road Paving Projects:

FROM:

Project Name	**District**	**Amount**
Beck's Lake Road	5	$20,100
Brickyard Road	5	$9,976
Campbell Road	5	$43,355
Enon School Road	5	$31,315
Lambert Bridge Road	5	$28,083
O.C. Phillips Road	5	$36,318
Luth Road	5	$17,189
Dirt Road Paving Project		$432,074
TOTAL		**$618,410**

TO:

Project	**District**	**Amount**
Mack's Road	5	$337,891
Cecil Road	5	$280,519
TOTAL		**$618,410**

B. Approve the Issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of $337,890.80, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project; and

C. Approve the Issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of $280,518.87, on Contract PD 14-15-064, General Paving and Drainage Agreement, for the Cecil Road Dirt Road Paving Project.

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301]

14. Recommendation Concerning the Acceptance of a Portion of a Parcel of Property for Road Right-of-Way on Marge Lane - Joy D. Blackmon, P.E, Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of a parcel of property for road right-of-way on Marge Lane from Jason L. and Catherine Shawn Flory:

A. Authorize staff to negotiate and resolve any matters related to or associated with the acceptance of the property, via donation, for road right-of-way on Marge Lane from Jason L. and Catherine Shawn Flory;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way, and the County benefits from the acceptance of the property because it facilitates the construction and maintenance of paving and drainage systems for use by the citizens of Escambia County;

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

D. Authorize 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.]

15. Recommendation Concerning Authorization to Submit an Online Grant Application Through the Florida Division of Historical Resources for the Pensacola Beach Fish Sign - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County Administrator, or designee, to submit an online Grant Application through the Florida Division of Historical Resources for the Pensacola Beach Fish Sign.

[Funding Source: Funds for the 50% local match, in the amount of $66,725, are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140302]

16. Recommendation Concerning Contract Award for Smith's Fish Camp Road Replacement - Claudia Simmons, Purchasing Manager,Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and R B M Contracting Services, LLC, per the terms and conditions of PD 15-16.054, Smiths Fish Camp Road Replacement, in the amount of $953,417.

[Funding: Fund 112, Disaster Recovery, Cost Center 330492, Object Code 54612/56301, Project Code ESCPW10]

17. Recommendation Concerning Contract Award for Greenhills Road Culvert Replacement - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and J. Miller Construction, Inc., per the terms and conditions of PD 15-16.053, Greenhills Road Culvert Replacement, in the amount of $344,974.

[Funding: Fund 112, Disaster Recovery, Cost Center 330492, Object Code 54612, Project Code ESCPW62]

18. Recommendation Concerning Contract Award for Design Services for Perdido Bay Boat Ramp Project - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 15-16.043, Design Services for Perdido Bay Boat Ramp Project, for Phase I, Design, for the lump sum amount of $196,004, and Optional Services in the amount of $32,047, for a Phase I total of $228,051, and Phase II, Construction Management services, not to exceed the amount of $30,309, for a total of $258,360, for Design and Construction Management Services for the Perdido Bay Boat Ramp Project. The completion of Phase II, Construction Management Services, is contingent upon funding for Phase II and funding for the construction of the Perdido Bay Boat Ramp.

[Funding: Fund 110, Other Grants & Projects, Cost Center 220812, Object Code 56301, $150,000; Fund 110, Other Grants & Projects, Cost Center 220807, Object Code 56301, $78,051]

19. Recommendation Concerning Acceptance of the Deepwater Horizon Operation and Maintenance Grant Agreement for Property Located at 5806 Bob O Link Road (Innerarity Point Park) - Michael E. Rhodes, Parks and Recreation Department Director

That the Board approve and authorize the Chairman or Vice Chairman to sign the Deepwater Horizon Operation and Maintenance Grant Agreement, No. OGC 114, between the State of Florida Department of Environmental Protection and Escambia County for property located at 5806 Bob O Link Road (Innerarity Point Park), in accordance with the terms and conditions contained in the Agreement.

[Funding Source: Fund 118, Gulf Coast Restoration Fund, Cost Center to be determined at time of Supplemental Budget Amendment]

20. Recommendation Concerning the Detailed Work Plan Budget for Mosquito Control Division Fiscal Year 2016-2017 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the Detailed Work Plan Budget for the Mosquito Control Division:

A. Approve the Detailed Work Plan Budget - Mosquito Control for Fiscal Year 2016-2017; and

B. Authorize the Chairman to sign the document.

21. Recommendation Concerning Award for M.C. Blanchard X-Ray and Walk-Through Metal Detectors Purchase - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award a Purchase Order to Astrophysics, Inc., in the amount of $66,250, for PD 15-16.062, M.C. Blanchard X-Ray and Walk-Through Metal Detectors Purchase, for the purchase and installation of x-ray equipment and walk-through metal detectors for the M.C. Blanchard Building.

[Funding: Fund 115, Article V Court Administration, Cost Center 410505, Object Code 56401]

III. For Discussion

1. Recommendation Concerning the Community Development Block Grant Mortgage at 604 Chaseville Street - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board consider the following action concerning the Community Development Block Grant (CDBG) Mortgage at 604 Chaseville Street:

   A. Approve a payoff of $3667.50, in lieu of the full $24,450 owed to Escambia County; and

   B. Authorize staff to prepare a Cancellation of Mortgage to be recorded upon closing on the sale of the property and receipt of funds.

2. Recommendation Concerning Approval for Remote Area Medical to Hold a Free Clinic in Pensacola, Florida - Commissioner Grover C. Robinson, IV, District 4

   That the Board approve and authorize the Chairman to sign a letter to Ms. JoAnn Vanfleteren, President of Ascendant Partnership and Host Committee Chair of Remote Medical Clinic, to approve her request to allow Remote Area Medical to hold a free clinic in Pensacola, Florida, on February 18-19, 2017.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning an Alternate Canvassing Board Appointment

That the Board take the following action:

A. Rescind the Board's action dated December 10, 2015, appointing Commissioner Wilson B. Robertson as the alternate Canvassing Board Appointment; and

B. Authorize the Chairman to sign the attached letter to Chief Judge Linda L. Nobles respectfully requesting that she appoint to the 2016 Canvassing Board an alternate:

1. Patty Hightower; or

2. Jerry Boone

2. Recommendation Concerning Scheduling Two Public Hearings to Consider a Temporary Moratorium on Permitting Medical Marijuana Distribution Establishments

That the Board authorize the scheduling of the following Public Hearings for consideration of an ordinance placing a temporary moratorium on the permitting of Medical Marijuana Distribution Establishments so that County staff may analyze the impacts of medical marijuana distribution establishments on the County to evaluate potential Land Development Code, Comprehensive Plan, and/or Code of Ordinance amendments which may include, but are not limited to identification of appropriate locations for such land uses, if any, and determination of land use standards:

A. The first of two Public Hearings for Tuesday, July 19, 2016, at 5:38 p.m.; and

B. The second of two Public Hearings for Thursday, August 4, 2016, at 5:32 p.m.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10494 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 07/07/2016
Issue: Adoption of Proclamations
From: Judy Witterstaeter, Program Coordinator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Jenny M. Savely, 4-H Youth Development Program Coordinator, Extension Division, Department of Natural Resources Management, on her selection as "Employee of the Month" for July 2016;

B. The Proclamation commending Carla S. Jones, Division Manager, Neighborhood & Human Services Department, for extraordinary service for the past 30 years and congratulating her on reaching this milestone anniversary;

C. The Proclamation recognizing the Center for Independent Living Disability Resource Center (CILDRC) ADA Annual Awards and Volunteer Recognition Luncheon and commending the efforts of the CILDRC to raise awareness of the rights of persons with disabilities and those who support the goal and mission of the Americans with Disabilities Act;

D. The Proclamation commending and congratulating New Beginnings Publishing and Out Front Magazine on 25 years of successful publication in Pensacola and wishing them continued success in Escambia County; and

E. The Proclamation welcoming Most Worshipful Grand Master Stanley L. Hudson, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County.

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Jenny Savely EOM proc
Carla Jones proc
Americans with Disabilities proc
Out Front Publishing proc
GM Hudson proc

P R O C L A M A T I O N

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

***WHEREAS**, Jenny M. Savely, 4-H Youth Development Program Coordinator, Extension Division, Department of Natural Resources Management, began her employment with the County in March of 2015 and is selected for "Employee of the Month" for July 2016, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Ms. Savely's responsibilities include the coordination of 4-H summer residential and day camps, Grant writing, exploring youth scholarship opportunities, volunteer management and training, as well as social media outreach; and*

***WHEREAS**, Ms. Savely is also responsible for the supervision of the 4-H Program Assistant and intern, and with the absence of the Livestock/4-H Agent, has jumped in and performed a masterful job in helping manage the annual youth livestock show this past spring as well as continuing to do an excellent job of working with longstanding 4-H volunteers; and*

***WHEREAS**, Ms. Savely has applied for and received Grants to further develop the outdoor skills and training programs at the 4-H property on Chalker Road and has attracted many new youth to the program through her creative programming to include the annual Tropicana Speech Contest which was well-received and involved many young people not previously participating in 4-H; and*

***WHEREAS**, Ms. Savely worked together with the Klaas Kids Foundation to create two very popular "Search and Rescue" youth summer day camps, and her willingness to host international visitors from the Gulf Coast Citizen Diplomacy Council has strengthened the County's existing partnership with them.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Jenny M. Savely on her selection as the "Employee of the Month" for July 2016.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: July 7, 2016

P R O C L A M A T I O N

***WHEREAS**, on June 9, 1986, Carla S. Jones began her career in the Department of Community Services, which is now the Neighborhood & Human Services Department, as a Job Development Specialist; and*

***WHEREAS**, as a result of diligent work and demonstrated ability she advanced to a position of increasing responsibility as Workfare Program Coordinator and now holds the position of Division Manager; and*

***WHEREAS**, Ms. Jones has managed numerous social service workforce Grant programs such as the SNAP Program (formerly the Workfare Program), the Family Transition Program, the Family Transition Non-Custodial Parent Program, the WAGES Community Work Experience Program, and the Mentoring Program; and*

***WHEREAS**, developing programs from the bottom up, Ms. Jones' dedication and commitment to providing exemplary and outstanding program services have garnered numerous awards and recognitions for her department from local, state, and federal workforce development agencies; and*

***WHEREAS**, for the past 30 years, Ms. Jones has been an advocate for the program participants she has served to move from dependency on public assistance to economic self-sufficiency in the workforce; and*

***WHEREAS**, regardless of the position she holds, Ms. Jones exhibits excellent leadership, customer service, social services, and workforce development skills.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends Carla S. Jones for extraordinary service for the past 30 years and congratulates her on reaching this milestone anniversary.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

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Deputy Clerk

Adopted: July 7, 2016

P R O C L A M A T I O N

***WHEREAS**, the Americans with Disabilities Act (ADA) was passed 26 years ago on July 26, 1990, to ensure the civil rights of citizens with disabilities; and*

***WHEREAS**, the Board of County Commissioners of Escambia County, Florida, affirms the principles of equality and inclusion for persons with disabilities, as set forth in the State of Florida's Constitution, Article I, Section II, and is embodied in the ADA, the laws of the State of Florida, and the Ordinances of Escambia County; and*

***WHEREAS**, the Center for Independent Living Disability Resource Center (CILDRC) works with constituents and communities in the City of Pensacola and surrounding Counties, including Escambia, Santa Rosa, Walton, and Okaloosa to bring forth the promise of hope, equality, inclusion, self-determination, and freedom that was envisioned by the passage of the ADA; and*

***WHEREAS**, the 26th Anniversary of the Americans with Disabilities Act will be celebrated by the CILDRC, people with disabilities, and their families and friends at the ADA Annual Awards and Volunteer Recognition Luncheon on July 26, 2016, at First Pentecostal Church in Pensacola, Florida.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby recognizes the Center for Independent Living Disability Resource Center ADA Annual Awards and Volunteer Recognition Luncheon and commends the efforts of the CILDRC to raise awareness of the rights of persons with disabilities and those who support the goal and mission of the Americans with Disabilities Act.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: July 7, 2016

P R O C L A M A T I O N

***WHEREAS**, 25 years ago, New Beginnings Publishing and Out Front Magazine began bringing lifestyle issues and entertainment to our community; and*

***WHEREAS**, Out Front Magazine is the general interest/lifestyle magazine of the Southeast; and*

***WHEREAS**, Out Front Magazine has become a trusted source of information primarily serving the Greater Pensacola, Northwest Florida, and South Alabama African American community, as well as the general audience; and*

***WHEREAS**, Out Front Magazine is based in the Greater Pensacola/Northwest Florida area with key circulation, distribution, and subscribers throughout Florida, as well as Arkansas, Louisiana, Alabama, Mississippi, Tennessee, Georgia, North Carolina, and South Carolina; and*

***WHEREAS**, Out Front Magazine focuses on business, health, travel and tourism, fashion and beauty, politics, sports, recreation, and entertainment; and*

***WHEREAS**, on July 11, 2016, to celebrate their Silver Anniversary, Out Front Magazine will host the VIP Kick-off party at New Malibu Lounge and Grill.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby commend and congratulate New Beginnings Publishing and Out Front Magazine on 25 years of successful publication in Pensacola and wishes them continued success in Escambia County.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

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Deputy Clerk

Adopted: July 7, 2016

P R O C L A M A T I O N

***WHEREAS**, Most Worshipful Grand Master Stanley L. Hudson was elected the Grand Master of Free and Accepted Masons of the State of Florida on June 1, 2016, in Orlando, Florida; and*

***WHEREAS**, Most Worshipful Grand Master Hudson was born in Indianapolis, Indiana, on November 30, 1955, and was relocated to Rockledge, Florida, after being adopted by his maternal grandparents in 1963. He graduated from Rockledge High School in 1974, but began working at the age of 16 for Publix Super Markets where he worked until 1977. In 1978 he was trained in the HVAC/R trade and worked for 28 years until he began work as an industrial electrician. He progressed into Facilities Management in 2004 and now manages a 110,000 square foot medical research facility; and*

WHEREAS, *on June 15, 1974, Most Worshipful Grand Master Hudson married Vera Joyce Hartzog and together they have two children: Ronald and Christopher; and four grandchildren: Micah, Mathew, Hannah, and Aric. In 1978, he transferred and relocated his family to Stuart, Florida. He has had the pleasure to Raise his son Ron on January 24, 2015, to the Sublime Degree of Master Mason in Orange Park Lodge No. 267; and*

***WHEREAS**, Most Worshipful Grand Master Hudson received the Three Symbolic Degrees of Freemasonry in Cornerstone Lodge No. 386 and Raised to Sublime Degree of Master Mason on April 18, 1998. He was appointed Junior Deacon and served as Worshipful Master in 2003, 2010, and 2011, as well as serving as District and Zone Chairman of various Grand Lodge Committees from 2003 through 2009; and*

***WHEREAS**, Most Worshipful Grand Master Hudson was elected Junior Grand Warden of the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Florida and was installed on May 29, 2013, which led to his installment as Senior Grand Warden less than a year later and Deputy Grand Master in 2015. He devotes most of his time to the Masonic Fraternity and Appendant Bodies and enjoys scuba diving, hunting, and a good cigar with good friends.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, extends a warm welcome to Most Worshipful Grand Master Stanley L. Hudson, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Adopted: July 7, 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10538 **Proclamations 8.**
BCC Regular Meeting
Meeting Date: 07/07/2016
Issue: Adoption/Ratification of Retirement Proclamations
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

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

A. Adopt the Proclamation commending and congratulating Tammy D. Clark, Jail Corrections Major, on 28 years of service;

B. Adopt the Proclamation commending and congratulating Constance A. "Connie" Oliver, Accounting Technician, Public Works Department, on 37 years of service;

C. Adopt the Proclamation commending and congratulating Deborah A. Overton, Senior Office Support Assistant, Building Services Department, on 29 years of service;

D. Adopt the Proclamation commending and congratulating Wanda H. White, Accreditation Manager, Corrections Department, on 41 years of service;

E. Ratify the Proclamation, dated June 24, 2016, commending and congratulating Ronald D. Crooke, Corrections Officer, Corrections Department, on 32 years of service; and

F. Ratify the Proclamation, dated June 24, 2016, commending and congratulating Randall W. "Randy" Gomes, Corrections Officer, Corrections Department, on 10 years of 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

Attachments

Ret Procs 070716

PROCLAMATION

WHEREAS, *Tammy D. Clark worked as a County employee very faithfully for 28 years, retiring as a Jail Corrections Major with the Corrections Department, Jail Division; and*

WHEREAS, *Tammy D. Clark has been an invaluable member of the Corrections team since December of 1987 when she accepted a Corrections Officer position with the Corrections Department and worked in multiple sections to include security, court services and admissions, classification and release; and*

WHEREAS, *Tammy D. Clark was a true asset to the agency and was second in command; and*

WHEREAS, *Tammy D. Clark has worked to bring kindness and love to the lives of her family and co-workers and has always went above and beyond her call of duty; and*

WHEREAS, *Tammy D. Clark must be commended for her professional and personal dedication and service to the Corrections Department; and*

WHEREAS, *Tammy D. Clark will be deeply missed by her friends and colleagues and her leadership skills were stellar.*

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 Tammy D. Clark on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Tammy D. Clark for 28 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: July 7, 2016

PROCLAMATION

WHEREAS, *Constance A. "Connie" Oliver worked as a County employee very faithfully for over 37 years, retiring as an Accounting Technician with the Public Works Department, Administration Division; and*

WHEREAS, *Ms. Oliver began her employment in 1977 as a Clerk I at the Escambia County Jail, was quickly promoted to Senior Clerk, and approximately a year later transferred to the Engineering Department, and has served the Public Works Department over the years in several different positions, with varied job duties, most recently as an Accounting Technician; and*

WHEREAS, *Ms. Oliver has diligently supported the day-to-day operations of the Public Works Department and other departments at the Central Office Complex by being responsible for accounts payable; and*

WHEREAS, *Ms. Oliver performed her job responsibilities including, but not limited to telecom accounts, from the days of using two-way radios to ensuring employees had the requisite smart phones necessary to meet their needs; as liaison with the Clerk of the Court's office; being the Office Manager who ensured that the Engineering and Traffic offices ran efficiently with all of the necessary supplies and tools, including oversight of the maintenance of the equipment and being the go-to person for everything from printers and copiers to cell phones and desk phones, to knowing just whom to contact for the few situations outside her purview; and*

WHEREAS, *Ms. Oliver has, over the course of her tenure, received multiple awards including Employee of the Month and Eagle awards; and*

WHEREAS, *Ms. Oliver must be commended for her professional and personal dedication to the Public Works Department.*

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 Constance A. "Connie" Oliver on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Constance A. "Connie" Oliver for over 37 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

Adopted: July 7, 2016

PROCLAMATION

WHEREAS, *Ms. Deborah A. Overton worked as a County employee very faithfully for 29 years, retiring as a Senior Office Support Assistant with the Building Services Department; and*

WHEREAS, *Ms. Overton has been an invaluable member of the Building Services team, and has displayed the highest example of character, ethics, morals and unselfish services; and*

WHEREAS, *Ms. Overton, during her 29 year tenure working at the Building Inspections Division, made the office routine easier because she anticipated the needs of the Division. In retrospect, the fine management of her assigned duties ensured the daily operation of the Building Inspections Division ran smoothly and without interruption; and*

WHEREAS, *Ms. Overton will be deeply missed professionally, as a co-worker and friend, and she is wished much happiness as she begins this exciting new chapter in life; and*

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 Ms. Deborah A. Overton on her retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Ms. Deborah A. Overton for 29 years of faithful and dedicated service as an Escambia County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Douglas Underhill, Vice Chairman, District Two

Wilson B. Robertson, District One

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: July 7, 2016

PROCLAMATION

***WHEREAS**, Wanda H. White worked as a County employee very faithfully for 41 years, retiring as the Accreditation Manager with the Corrections Department, Jail Division; and*

***WHEREAS**, Wanda H. White has been an invaluable member of the Corrections team since March of 1975, when she accepted a position with the Corrections Department and assisted in multiple sections to include security, court services and admissions, classification and release; and*

***WHEREAS,** Wanda H. White was a true asset to the agency; and*

***WHEREAS**, Wanda H. White has worked to bring kindness and love to the lives of her family and co-workers and has always went above and beyond her call of duty; and*

***WHEREAS**, Wanda H. White must be commended for her professional and personal dedication and service to the Corrections Department; and*

***WHEREAS**, Wanda H. White 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 Wanda H. White on her retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Wanda H. White for 41 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: July 7, 2016

PROCLAMATION

WHEREAS, *Ronald D. Crooke has faithfully served the Corrections Department, Road Prison Division of Escambia County for 7 years, retiring as a Corrections Officer; and*

WHEREAS, *Ronald D. Crooke retired from the Escambia County Jail after 25 years of loyal and dedicated service from July of 1982 to July of 2007; and*

WHEREAS, *Ronald D. Crooke continued to serve Escambia County and its citizens when he accepted a Corrections Officer position with the Road Prison in January of 2009; and*

WHEREAS, *Ronald D. Crooke must be commended for his professionalism, personal sacrifice, dedication and service to the Corrections Department of Escambia County Florida for more than 32 combined years.*

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 Ronald D. Crooke on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Ronald D. Crooke for 32 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Dated: June 24, 2016

PROCLAMATION

WHEREAS, *Randall W. "Randy" Gomes has faithfully served the Corrections Department, Road Prison Division of Escambia County for 10 years, retiring as a Corrections Officer; and*

WHEREAS, *Randy Gomes has been a valued member of the Corrections team since 2006 when he accepted a Corrections Officer position with the Road Prison; and*

WHEREAS, *Randy Gomes diligently served the Road Prison, Escambia County and its citizens as a Road Corrections Officer for the majority of his career; and*

WHEREAS, *Randy Gomes unselfishly served the Road Prison and its Officers with dignity and integrity as a member of the Honor Guard Team; and*

WHEREAS, *Randy Gomes must be commended for his professional and personal dedication and service to the Corrections Department.*

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 Randall W. "Randy" Gomes on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Randall W. "Randy" Gomes for 10 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Dated: June 23, 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10421 **Written Communication** **9. A.**

BCC Regular Meeting

Meeting Date: 07/07/2016

Issue: Environmental (Code) Enforcement Lien Relief- 3319 Old Fairfield Drive and 1207 W Yonge Street

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

May 23, 2016, Communication from Stephen M. Guttmann, Attorney for the Estate of George Dees, requesting that Escambia County provide relief of Code Enforcement Lien attached to both properties located at 3319 Old Fairfield Drive and 1207 West Yonge Street.

Recommendation: That the Board review and consider Lien relief request made by Stephen M. Guttmann, Attorney for the Estate of George Dees, against properties located at 3319 Old Fairfield Drive and 1207 West Yonge Street.

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

After reviewing the request for forgiveness of Liens, staff made the determination that the request DOES fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2.

County Administrator, Jack Brown, sent Mr. Guttmann a denial letter because the Estate of George Dees is the owner/violator. Mr. Guttmann is now requesting relief from the Board.

BACKGROUND:

The Office of Environmental Enforcement has two liens attached to the properties located at 3319 Old Fairfield Drive and 1207 W Yonge Street. See attached bullets for summary of each case.

In 2010 the owners/heirs requested from the Board relief of the Environmental (Code) Enforcement Liens. Request was denied and Interim County Administrator, Larry Newsom signed and mailed a denial letter to Johnny L. Dees.

Mr. Stephen Guttman has been appointed curator of the estate of George Dees, Jr and has made the request for lien relief. Board policy states relief can be denied to the owner or heirs of the properties. County Administrator, Jack Brown sent Mr. Guttmann a denial letter on May 15, 2016. After receiving the denial letter Mr. Guttmann is still requesting lien relief.

NOTE: The Office of Environmental Enforcement has an open case on property located at 1207 W Yonge Street for overgrowth, trash and debris.

BUDGETARY IMPACT:

3319 Old Fairfield Drive lien:

Court Cost: $1,100.00
Fines: $190.00
Abatement Cost: $1,888.00

Total: $3,178.00

1207 West Yonge Street lien:

Court Cost: $1,100.00
Fines: $3,375.00
Abatement Cost: $1,450.00

Total: $5,925.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Estate of George Dees

Sandra F Slay

From: Stephen G. West
Sent: Monday, May 23, 2016 4:25 PM
To: Jack R. Brown
Cc: Alison A. Rogers; Sandra F Slay; Beth A. Larrieu
Subject: RE: Estate of George Dees

Jack:

Relief is not available under the current Board policy. Last year the Board revised its policy to eliminate many of the restrictions on relief. However, the policy still does not allow relief to the violator or when there are outstanding violations. In fact, these are really the only restrictions left in the policy, and both apply in this case.

Mr. Guttman's letter mischaracterizes the violator as George Dees. Mr. Dees died long before the code enforcement action, and the liens show the violator as the "Estate of George Dees." Mr. Guttman was appointed as curator of the estate after the Court determined that the personal representative was unable or unwilling to continue to fulfill his duties. In any case, the request is being made on behalf of the estate. And Sam confirmed in her email of April 14th that there is an open complaint on one of the parcels in the estate.

Sam can coordinate with Judy Witterstaeter to place Mr. Guttman's letter on the next available agenda as a written communication. We cannot preclude anyone from petitioning the Board, although the Board would not be able to grant the request without departing from its policy.

Please let me know if you have any questions.

Steve

Steve West
Senior Assistant County Attorney
(850) 595-4970

From: Jack R. Brown
Sent: Monday, May 23, 2016 10:59 AM
To: Stephen G. West; Sandra F Slay
Cc: Angela D. Crawley; Alison A. Rogers
Subject: FW: Estate of George Dees

Steve,

Please get together with Sandra Slay and make a recommendation based upon Mr. Guttmann's email below and our policy. Thanks, Jack

Jack R. Brown
County Administrator
Escambia County
221 Palafox Place, Suite 420

Pensacola, Florida 3502
Email: jrbrown@myescambia.com
Phone: (850) 595-4947
Cell: (850) 490-5905
Fax: (850) 595-4908

Florida has a very broad public records law. Under Florida's law, both the contents 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.

From: Angela D. Crawley
Sent: Monday, May 23, 2016 10:55 AM
To: Jack R. Brown
Subject: FW: Estate of George Dees

From: Guttmannsteve [mailto:guttmannsteve@aol.com]
Sent: Monday, May 23, 2016 10:14 AM
To: Administrator
Subject: Estate of George Dees

STEPHEN M. GUTTMANN
Attorney at Law
314 South Baylen Street
Suite 203
Pensacola, FL 32502
(850) 432-9759
Fax: (850) 497-7096
Email: GuttmannSteve@aol.com

May 23, 2016

Mr. Jack R. Brown, County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
administrator@myescambia.com

RE: Estate of George Dees

Dear Mr. Brown:

Thank you for your May 15, 2016 letter. Technically speaking, there will be no relief for the violator. The violator is deceased, and his other creditors, which would benefit him, will also not get any money.

At least two of these parcels, if they are not sold to new persons, they will become the responsibility and burden of Escambia County.

I currently have a buyer of one of these parcels that will put money into this estate and clean it up.

If the county will not allow these properties to be transferred free of its liens, become productive property, and receive some monies from this estate as a result of the sale, I believe that is against our public policy.

If I get denied on this request, I am going to ask the court to relieve me of this responsibility because there is nothing else I can do. Currently, I am in the best position to facilitate this process. I have been appointed personal representative of the estate and am also familiar with the situation and able to get these properties sold and give the county one hundred percent of the proceeds after the expenses are paid. The expenses that I am speaking of are the payment of my fees to get this accomplished.

Once again, the violator will receive nothing from this and neither will his creditors, except for Escambia County. I thank you for your attention to the above.

Sincerely,

/s/

STEPHEN M. GUTTMANN

SMG/sc

STEPHEN M. GUTTMANN
Attorney at Law
314 South Baylen Street
Suite 203
Pensacola, FL 32502
(850) 432-9759
Fax: (850) 497-7096
Email: GuttmannSteve@aol.com

April 8, 2016

Stephen G. West, Esquire
221 Palafox Place, Suite 430
Pensacola, FL 32502

RE: Estate of George Dees

Dear Steve:

I have been appointed curator of the estate of George Dees, Jr. I am enclosing several Code Enforcement orders which may create liens against the property belonging to the estate. I also enclose a copy of the curator's inventory setting forth the four pieces of property, and the values that I list are those as set forth by the Escambia County property appraiser's office. The price listed on DeSoto Street I believe is way too high because they are giving the building some value. The building is useless, dilapidated, and needs to be torn down. These properties are impossible to sell considering the liens the county has upon them, and it is necessary to have them sold so that they can be productive sooner rather than later. There are no funds in this probate to pay anyone to do anything with other than these pieces of property. Kindly review this situation and give me a call so that we can discuss some way to make these properties productive and have them cleaned up and sold, paying claims as much as possible. Thank you.

Sincerely,

STEPHEN M. GUTTMANN

SMG/sc

Enclosure

COUNTY ATTORNEYS OFFICE
08 APR2016
PM04:01

Date of Issuance	Escambia County	Case Number
10/28/2015	Office of Environmental Enforcement Escambia County Central Office Complex 3363 West Park Place, Pensacola, FL 32505 PHONE: (850) 595-1820 FAX: (850) 595-0149	CE151004482

NOTICE OF VIOLATION

Location: 1207 W YONGE ST PENSACOLA, 32501
Parcel: 172S301600181018

RESPONDENT: DEES GEORGE JR EST OF
109 HAYMAKER PL WILLIAMSBURG, VA 23185

Summary within 10 days of receipt of this notice	Warning! Failure to correct the violation and notify the Office of Environmental Enforcement within 10 days of a hearing. If the work is not completed you may be assessed $1,000.00 per day for each day of non-hearing, plus collection fees. The County may abate the violations and place a lien on the property.

Ordinance Description

Violation 01 Sec. 42-196 (a) Nuisance Conditions. The creation or maintenance of any condition conducive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods that are capable of transmitting diseases directly or indirectly to humans; Sec. 42-197 (a) For conditions conductive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods: Complete removal of all contributing conditions.

Violation 02 Sec. 42-196 (d) Overgrowth. The existence of overgrowth on any residentially or commercially classified lands, except on lands classified agricultural, or on undeveloped and uncleared land in its natural vegetative state, or on land in which the property owner is in the process of restoring to its natural vegetative state and for which there are no plans to build upon and upon which no building structures or signs of such structures exist above ground. Such property shall be subject to the following:(1) The minimum parcel size shall be one acre or more; and(2) The parcel may not be located in a platted or unplatted residential subdivision; and(3) The property owner must execute a good faith affidavit attesting to his intent to restore the subject property to its natural vegetative state. This affidavit shall be recorded with the clerk of the circuit court and subsequent development of the parcel shall not be commenced until any overgrowth on the property has been cleared pursuant to this article. Sec. 42-197(c) For overgrowth, weeds, and shrubbery constituting a nuisance under this article: Removal of all nuisance conditions.

Violation 03 THIS VIOLATION QUALIFIES FOR SUMMARY ABATEMENT. Under Section 42-164 of the Escambia County Code of Ordinances, you must IMMEDIATELY bring your property into compliance with the code sections listed above. If you fail to bring your property into compliance within ten (10) days of this notice, the County may act to abate the violations. If the County abates the violations, the County will impose a lien on your property for the estimated cost of abatement in the amount of $500.00 and for administrative costs in the amount of $250.00. The County may also elect to impose a non-ad valorem special assessment on your property for the cost of abatement pursuant to Section 42-165 of the Escambia County Code of Ordinances. This special assessment will be assessed at the time of other ad valorem taxes and non-ad valorem assessments. If you wish to contest this violation, you must request a hearing before the Escambia County Board of County Commissioners within ten (10) days of this notice pursuant to Section 42-164(d) of the Escambia County Code of Ordinances.

Officer Comments

CUT AND REMOVE ALL OVERGROWTH FROM THE PROPERTY AND DISPOSE OF IT PROPERLY. MAINTAIN THE PROPERTY IN A CLEAN CONDITION TO AVOID FURTHER ENFORCEMENT ACTION. CONTACT OFFICER KENNEY AT 850-324-4263 UPON COMPLIANCE OR WITH QUESTIONS REGARDING THIS NOTICE.

S P Ken #671

Steven P Kenney #671(10/28/2015 1:24:07 PM)

Signature of Officer: Steven. P. Kenney #671 850-324-4263
spkenney@myescambia.com

USPS

(10/28/2015 1:24:08 PM)

Signature of Respondent

Sandra F Slay

From: Dees, Dr. Teresa [tdees@jtcc.edu]
Sent: Tuesday, September 14, 2010 5:51 PM
To: Sandra F Slay
Subject: Request For Fine/Fee Forgive
Attachments: J. Dees Fine&Fees Forgive.doc

Dear Ms. Slay,
Please accept the attached correspondence as my official request for the forgiveness of the daily fines and fees assessed against the property at 3319 Old Fairfield Drive, Pensacola, Fl.

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information or otherwise be protected by law. Any access, use, disclosure or distribution of this email message by anyone other than the intended recipient(s) is unauthorized and prohibited. If you are not an intended recipient (or an agent acting on an intended recipient's behalf), please contact the sender by reply e-mail and immediately destroy all copies of the original message. Virus scanning is recommended on all email attachments.

Johnny L. Dees
109 Haymaker Place
Williamsburg, VA 23185

Ms. Sandra Slay
6708 Plantation Road
Pensacola, FL 32504

Dear Ms. Slay,

Thank you for taking the time away from your busy schedule on August 4, 2010 to discuss the daily fines that were assessed against 3319 Old Fairfield Drive, Pensacola, Fl. I would like to re-iterate the fact that although, I was appointed to serve as the executor of Mr. George Dees' estate, I am also serving on active duty in the United States Army. My service obligation in the United States Army is currently being served in Afghanistan. As I mentioned during our meeting, it is extremely difficult to receive any type of mail in that environment and therefore the time sensitive correspondence that was sent to my home address at 109 Haymaker Place, Williamsburg, Va. was not received in enough time for me to respond appropriately.

As a result of my active duty service in the United States Army and my deployment to Afghanistan I have been unable to respond appropriately to the correspondence regarding the disposition of Old Fairfield Drive, Pensacola, Fl. Based on the mitigating circumstances described above, I hereby request forgiveness of the $3,178.00 in daily fines and fees that have been assessed against 3319 Old Fairfield Drive, Pensacola, Fl.

Again, I appreciate the time that you took away from your busy schedule to discuss the disposition of the property associated with the George Dees Estate. I look forward to hearing from you regarding your consideration of my request for forgiveness of the $3,178.00 in daily fines and fees that were assessed against 3319 Old Fairfield Drive, Pensacola, Fl.

Sincerely,

Johnny L. Dees,
First Sergeant, U.S. Army

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Larry M. Newsom
Interim County Administrator

Joy D. Blackmon, P.E.
Interim Assistant County Administrator

221 Palafox Place, Suite 420
Pensacola, Florida 32502

Telephone (850) 595-4900
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4900

October 20, 2010

Johnny L. Dees
109 Haymaker Place
Williamsburg, VA 23185

Re: Your Requests for Relief from the County Code Enforcement Liens Against Properties Located at 3319 Old Fairfield Drive and 1207 West Yonge Street

Dear Mr. Dees:

In accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement liens described in your email dated September 14, 2010. Regrettably, I must deny your requests for relief for the following reason:

- In accordance with Section III, H2., A.2., relief is not available to the violator and/or owner named in the code enforcement lien.

If you have any questions or require any additional information, please contact Gordon Pike, Bureau Chief, Code Enforcement, or Sandra Slay, Division Manager, Code Enforcement at 471-6162.

Very truly yours,

Larry M. Newsom
Interim County Administrator

cc: Gordon Pike, Bureau Chief, Code Enforcement
Sandra Slay, Division Manager, Code Enforcement

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Larry M. Newsom
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October 20, 2010

Johnny L. Dees
109 Haymaker Place
Williamsburg, VA 23185

Re: Your Requests for Relief from the County Code Enforcement Liens Against Properties Located at 3319 Old Fairfield Drive and 1207 West Yonge Street

Dear Mr. Dees:

In accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement liens described in your email dated September 14, 2010. Regrettably, I must deny your requests for relief for the following reason:

- In accordance with Section III, H2., A.2., relief is not available to the violator and/or owner named in the code enforcement lien.

If you have any questions or require any additional information, please contact Gordon Pike, Bureau Chief, Code Enforcement, or Sandra Slay, Division Manager, Code Enforcement at 471-6162.

Very truly yours,

Larry M. Newsom
Interim County Administrator

cc: Gordon Pike, Bureau Chief, Code Enforcement
Sandra Slay, Division Manager, Code Enforcement

Office of Environmental Enforcement

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

Property Address: 3319 Old Fairfield
Property Owner: Estate of George Dees
Original Complaint: Dilapidated mobile home
EE Case #: CE100201146

- 02/22/10 Inspection reveals a dilapidated mobile home – someone stripping off medal, inoperable vehicle, trash & debris – this is a repeat offender
- 02/23/10 Certified letter / Notice of Violation / sent to Estate of George Dees & George Dees, Jr, 109 Haymaker Pl, Williamsburg, VA
- 02/26/10 Certified letter / Notice of Violation / returned signed illegible
- 03/10/10 Escambia County Tax Collector's website lists Estate of George Dees Jr as the owner
- 03/10/10 Escambia County Property Appraiser's website lists Estate of George Dees Jr as the owner
- 03/10/10 Re-inspection reveals violations remain
- 03/25/10 Certified letter / Special Magistrate hearing / sent to Estate of George Dees, Jr
- 03/29/10 Certified letter / Special Magistrate hearing / electronic receipt states notice was left.
- 04/06/10 Special Magistrate hearing / $10.00 per day commencing 5/7/10 if not complied by – Lien of $1,100.00 awarded to Escambia County
- 04/07/10 Certified letter / Order / sent to Estate of George Dees, Jr, 109 Haymaker Place, Williamsburg, VA
- 04/15/10 Order recorded in Official Records Book 6580 Page 1430
- 05/07/10 Re-inspection reveals violations remain
- 05/26/10 County contractor abated the property at a cost of $1,888.00
- 06/02/10 Certified letter / Order / returned "Unclaimed"
- 08/04/10 Johnny Dees met with the Manager of Environmental Enforcement. He was advised of the court cost, fines, and County abatement fees. He was advised of the process to follow in order to receive forgiveness of the lien.

Lien amount	$1,100.00
Fines (5/7/10-5/26/10 @$10.00 per day)	$ 190.00
County abatement fee	$1,888.00
TOTAL	$3,178.00

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

NOTE: The owner of this property also has a code enforcement lien on 1207 W Yonge St property.

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE10-02-01146
Location: 3319 Old Fairfield Dr.
PR# 162S301001110004

Estate of George Dees Jr.
109 Haymaker Pl.
Williamsburg, VA 23185

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of April 6, 2010; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 30-203, 42-196(a), (b) and (d) , Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated April 6, 2010.

Itemized	Cost
a. Fines 5/710-5/26/10 @ $10.00 per day	$ 190.00
b. Court Costs	$1,100.00
c. County Abatement Fees	$1,888.00
Total:	$3,178.00

DONE AND ORDERED at Escambia County, Florida on this 16th day of August, 2010.

Special Magistrate
Office of Environmental Enforcement

Office of Environmental Enforcement

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

Property Address: 1207 W Yonge St
Property Owner: Estate of George Dees Jr
Original Complaint: Deteriorated structure
EE Case #: CE 07-10-0662

- **10/23/07** Complaint recorded
- **10/23/07** Inspection reveals deteriorated structure, overgrowth, and trash & debris
- **12/14/07** Certified letter / Notice of Violation / sent to Estate of George Dees Jr, 109 Haymaker Pl, Williamsburg, VA
- **12/20/07** Property posted with the Notice of Violation
- **04/03/08** Certified letter / Notice of Violation / returned "Unclaimed"
- **04/24/08** Title search reveals the title vested in Minnie P Dees, Johnny Dees, Gloria Dees, and Angel D Woodrow
- **05/12/08** Certified letter / Notice of Violation / sent to Gloria Dees, 34 Patton Drive Apt 187, Pensacola, FL
- **05/12/08** Certified letter / Notice of Violation / sent to Angel D Woodrow, 2-B Gonzalez Ct, Pensacola, FL
- **05/12/08** Certified letter / Notice of Violation / sent to Minnie P Dees, 45-A Gonzalez Ct, Pensacola, FL
- **05/12/08** Certified letter / Notice of Violation / sent to Karl W Boyles, Jr, Esq, PO Box 13464, Pensacola, FL
- **05/12/08** Certified letter / Notice of Violation / Sent to Johnny Dees, 109 Haymaker Place, Williamsburg, VA
- **05/14/08** Property posted with the Notice of Violation
- **05/15/08** Certified letter / Notice of Violation / (sent to Angel D Woodrow) electronic receipt signed by Angel Woodrow
- **05/15/08** Certified letter / Notice of Violation / (sent to Minnie P Dees) electronic receipt singed by Minnie Dees
- **05/19/08** Certified letter / Notice of Violation / (sent to Karl W Boyles, Jr. Esq) electronic receipt states delivered
- **05/22/08** Certified letter / Notice of Violation / (sent to Johnny Dees) did not receive receipt but the officer did speak with Johnny Dees by telephone
- **5/30/08** Certified letter / Notice of Violation / (sent to Gloria Dees) returned "Unable to Forward"
- **07/23/08** Re-inspection reveals violations remain
- **08/14/08** Property posted with the Special Magistrate hearing notice
- **08/14/08** Certified letter / Special Magistrate hearing / sent to Johnny Dees, 109 Haymaker Pl, Williamsburg, VA
- **8/14/08** Certified letter / Special Magistrate hearing / sent to Karl W Boyles, Jr Esq, PO Box 13464, Pensacola, FL
- **08/14/08** Certified letter / Special Magistrate hearing / sent to Minnie P Dees, 45-A Gonzalez Ct, Pensacola, FL

- 0814/08 Certified letter / Special Magistrate hearing / sent to Angel D Woodrow, 2-B Gonzalez Ct, Pensacola, FL
- 8/14/08 Certified letter / Special Magistrate hearing / sent to Gloria Dees, 34 Patton Drive Apt #187. Pensacola, FL
- 08/15/08 Certified letter / Special Magistrate hearing / (sent to Angel Woodrow) returned "Unclaimed"
- 08/18/08 Certified letter / Special Magistrate hearing / (sent to Johnny Dees) electronic receipt signed by Johnny Dees
- 08/18/08 Certified letter / Special Magistrate hearing / (sent to Karl W Boyles, Jr Esq) electronic receipt signed by Debra Turi
- 08/20/08 Certified letter / Special Magistrate hearing / (sent to Gloria Dees) returned "Unclaimed"
- 08/23/08 Certified letter Special Magistrate hearing / (sent to Minnie Dees) electronic receipt signed by Minnie Dees
- 08/26/08 Escambia County Property Appraiser's website list Estate of George Dees Jr as the owner
- 08/29/08 Special Magistrate hearing / $25.00 per day fine commencing 10/01/08 if not in compliance – Lien of $1,100.00 awarded to Escambia County
- 09/03/08 Order recorded in Official Records Book 1854 Page 1854
- 09/03/08 Certified letter / Order / sent to Estate of George Dees Jr, 109 Haymaker Pl, Williamsburg, VA
- 09/03/08 Certified letter / Order / sent to Johnny Dees, 109 Haymaker Pl, Williamsburg, VA
- 09/03/08 Certified letter / Order / sent to Karl W Boyles Jr Esq, PO Box 13464, Pensacola, FL
- 09/03/08 Certified letter / Order / sent to Minnie P Dees, 45-A Gonzalez Ct, Pensacola, FL
- 09/03/08 Certified letter / Order / sent to Angel D Woodrow, 2-B Gonzalez Ct, Pensacola, FL
- 09/03/08 Certified letter / Order / sent to Gloria Dees, 34 Patton Drive Apt 187, Pensacola, FL
- 09/05/08 Certified letter / Order / (sent to Karl W Boyles Jr Esq) electronic receipt signed by Debra Turi
- 09/21/08 Certified letter / Order / (sent to Minnie Dees) returned "Unclaimed"
- 09/23/08 Certified letter / Order / (sent to Gloria Dees) returned "Unclaimed"
- 10/17/08 Certified letter / Order / (sent to Angel Woodrow) returned "Unclaimed"
- 10/20/08 Certified letter / Order / (sent to Johnny Dees) returned "Unclaimed"
- 10/24/08 Certified letter / Order / (sent to Estate of George Dees Jr) returned "Unclaimed"
- 10/06/08 Certified letter / Notice of Non Compliance / sent to Estate of George Dees, Jr, 109 Haymaker Pl, Williamsburg, VA
- 11/11/08 Certified letter / Notice of Non Compliance / returned "Unclaimed"
- 11/20/08 Re-Inspection reveals the violations remain
- 12/02/08 Certified letter / Final Notice / sent to Estate of George Dees Jr, 109 Haymaker Pl, Williamsburg, VA
- 02/02/09 Certified letter / Final Notice / returned "Unclaimed"

- **02/13/09 County contractor abated the property at a cost of $1,450.00**

Lien amount	**$1,100.00**
Fines (10/1/08 – 2/13/09 @ 25.00 per day)	**$3,375.00**
County abatement fees	**$1,450.00**
TOTAL	**$5,925.00**

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

NOTE: This code enforcement lien is under the same owner as the 3319 Old Fairfield property.

IN THE CIRCUIT COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA
PROBATE DIVISION

IN RE: Estate of

GEORGE DEES, JR.

Deceased.

CASE NO.: 2004-CP-2181

DIVISION: "J"

/

INVENTORY

The undersigned personal representative of the estate of GEORGE DEES, JR., deceased, submits this inventory of all the property of the estate that has come into the hands, possession, control, or knowledge of this personal representative:

REAL ESTATE IN FLORIDA - Homestead:

Description:

3319 OLD FAIRFIELD DR.: BEG AT SE COR OF LOT 4 S/D OF LT 1 N ALG W LI OF LT 5 505 FT W AT RT ANGLES (162S30-1001-110-004)

2005 APR 22 P 3:30

REAL ESTATE IN FLORIDA - Non-Homestead:

Description	Estimated Fair Market Value
OFF HOLLYWOOD BEG AT NE COR OF LT 2 SLY 210 FT WLY 260 FT FOR POB NLY 105 FT ELY 48 FT SLY (092S30-0200-010-001)	3,000.00

1207 W YOUGE ST W 26 FT OF N 70 FT OF LT 18 S 80 FT OF W 26 FT OF LT 18 KANEN PLACE NO 1 & 2 (172S30-1600-181-018)	**17,100.00**
1500 BLK SIR HORN LN BEG AT NE COR OF LT G OF AN UNRECORDED S/D OF C-OVT LT 1 WLY ALG N LI OF LT G & N (401S30-1001-001-07)	**43,300.00**
1009 W DESOTO ST LT 12 BLK 34 WEST KING TRACT OR 4976 P 918 (000S00-9060-012-03)	**22,000.00**

Total Real Estate in Florida - Non-Homestead $ 85,400.00

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Misc. Personalty	3,000.00
Bank of America Checking Acct. #0054-8932-4959	294.56

VEHICLES AND MOBILE HOMES:

1. 1987 - MOBILE HOME - ID# 2011874 -	5,000.00
2. 1978 - CHEVY VAN - ID# CPL33583314043 -	1,000.00
3. 1972 - MOBILE HOME - ID# MT721108 -	2,500.00
4. 1972 - MOBILE HOME - ID#1502323 -	2,500.00
5. 1988 - CHEVY PICK UP - ID#1GCDC14ZXJZ330541 -	1,000.00
6. 1982 - CHEVY VAN - ID#1GCEG25H4C7160700 -	1,500.00

Total Personal Property - Wherever Located $ 16,789.05

TOTAL OF ALL ESTATE PROPERTY - EXCEPT HOMESTEAD REALTY $102,189.05

Copies of this inventory have been served on the Department of Revenue, Tallahassee, Florida, and on the following interested persons:

Minnie P. Dees, 45A Gonzalez Ct., Pensacola, FL 32503
Gloria Dees, 34 Patton Drive, Apt. 187, Pensacola, FL 32507
Angel D. Woodrow, 2B Gonzalez Court, Pensacola, FL 32503

All real estate, located outside the State of Florida, owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. (If none, so indicate). NONE

NOTICE: *Each residual beneficiary in a testate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary*

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Executed this 22 day of April, 2005

JOHNNY DEES

KARL W. BOYLES, JR., ESQ.
Attorney at Law
1121 North Ninth Avenue
P.O. Box 13464
Pensacola, Florida 32591-3464
Telephone: (850) 433-9225
Attorney for Petitioner
Florida Bar #145909

Recorded in Public Records 04/15/2010 at 11:36 AM OR Book 6580 Page 1627, Instrument #2010023633, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 04/15/2010 at 10:51 AM OR Book 6580 Page 1430, Instrument #2010023576, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#10-02-01146
LOCATION: 3319 Old Fairfield Drive
PR# 162S30-1001-110-004

George Dees, Jr. Estate of
109 Haymaker Place
Williamsburg, Virginia 23185

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Estate of George Dees, Jr. as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- [X] 42-196 (a) Nuisance Conditions
- [X] 42-196 (b) Trash and Debris
- [ ] 42-196 (c) Inoperable Vehicle(s); Described _____
- [X] 42-196 (d) Overgrowth

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: _____
Date 4/15/10

☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)

☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☒ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Estate of Dees, Jr shall have until 5/6/10, 2010 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [ ] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and confonn to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 10.00 per day, commencing 5/2/10, 2010. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1,100.00 are awarded in favor of Escambia County as the prevailing party against Estates Group DHS, Inc.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 6580 PG: 1434 Last Page

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 6th day of April, 2010.

Jim Messer
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 09/03/2008 at 01:45 PM OR Book 6371 Page 1891, Instrument #2008066639, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.

Recorded in Public Records 09/03/2008 at 01:31 PM OR Book 6371 Page 1854, Instrument #2008066624, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE 07-10-0662
LOCATION: 1207 W. Yonge Street
PR# 172S30-1600-181-018

George Dees Jr., Estate of
109 Haymaker PL
Williamsburg, VA 23185

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Estate of George Dees, Jr., as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- [X] 42-196 (a) Nuisance Conditions
- [X] 42-196 (b) Trash and Debris
- [ ] 42-196 (c) Inoperable Vehicle(s); Described _____

- [X] 42-196 (d) Overgrowth

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: _____ D.C.
Date: August 31, 2008

☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☒ (n) ☒ (o) ☒ (p) ☐ (q) ☐ (r) ☐ (s) ☒ (t) ☒ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Estate of George Deese Sr. shall have until 9/30/08, 2008 to correct the violation and to bring the violation into compliance. Corrective action shall include:

☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.

☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing

☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.

☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.

☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods

☐ Immediately cease burning and refrain from future burning

☐ Remove all refuse and dispose of legally and refrain from future littering

☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity

☐ Obtain necessary permits or cease operations

☐ Acquire proper permits or remove sign(s)

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $25.00/1.00 per day, commencing 09/01/08, 2008. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then

the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1,100.00 are awarded in favor of Escambia County as the prevailing party against Estate of Gary L. Doss, Jr.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 29th day of August, 2008.

Jim Messer
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 07/25/2013 at 02:22 PM OR Book 7051 Page 263, Instrument #2013055106, Tim Childers Clerk of the Circuit Court Escambia County, FL Recording $27.

BEFORE THE CODE ENFORCEMENT AUTHORITY OF THE CITY OF PENSACOLA, FLORIDA

THE CITY OF PENSACOLA,
a Florida municipal corporation, :
by its Code Enforcement Office (436-5500)
Petitioner, :

vs. :

EST OF GEORGE DEES, :
Respondent(s).

Case # 13-028

CODE VIOLATION ORDER AND SUBSEQUENT AMENDMENTS

The Special Magistrate Judge having heard and considered sworn testimony and other evidence presented in this matter on January 22, 2013, after due notice to the respondent(s), makes the following findings of fact and conclusions of law:

A. FINDINGS OF FACT:

1. The respondent(s) own(s) and/or is (are) in possession of the real property located at 1009 West DeSoto Street, Pensacola, Escambia County, Florida, legally described as:

LT 12 BLK 34 WEST KING TRACT OR 4976 P 918 OR 5574 P 831 CA 106. TAX ID #150430000.

2. The following described condition exists on the property: the structure has no hot water, there are holes in the exterior walls, and broken and boarded up windows and the condition constitutes lack of water heating facilities and lack of maintenance.

3. The date this condition was first observed was November 1, 2012; re-inspection made on January 22, 2013, confirmed the condition still existed on that date.

4. The respondent(s) received notice by:
X the posting of a notice on the property and at City Hall for ten (10) days beginning
_ certified mail, return receipt requested,

on January 10, 2013, that the condition constitutes a violation of the Code of the City of Pensacola, Florida, and that a public quasi-judicial hearing thereon would be held before

the Special Magistrate Judge beginning at 2:00 p.m. on January 22, 2013, at which hearing the respondent(s) represented by Lenora McNabb, who appeared and spoke.

B. CONCLUSIONS OF LAW:

1. The respondent(s) and the property are in violation of Section(s):
_ of the Code of the City of Pensacola, Florida.
_ of the Florida Building Code.
_ of the Standard Housing Code.
304.6, 304.13, 304.20 & 505.4 of the International Property Maintenance Code.

2. The City prevailed in prosecuting this case before the Special Magistrate Judge and, if the City requested that the amount of the costs it incurred to date in doing so be determined at this time, the Special Magistrate Judge finds the City's costs to be $_____.

3. The aforesaid violation(s) or the condition causing the violation(s) does (do) not present a serious threat to the public health, safety, or welfare and but the violation(s) or the condition causing the violation(s) is (are) not irreparable or irreversible in nature.

C. ORDER:

Based on the above and foregoing findings and conclusions, it is hereby

ORDERED that:

1. **The respondent(s) must correct the violation(s) before March 5, 2013, by supplying hot water to the tenants, repairing the exterior walls and windows and removing the boards covering the windows.**

2. In the event this order is not complied with before the above compliance date, without further hearing or notice to the respondent(s): A FINE MAY BE ASSESSED AGAINST THE RESPONDENT(S) AND THE PROPERTY IN AN AMOUNT UP TO AND INCLUDING TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) PER DAY for that day and each and every day thereafter any violation continues to exist; and, without further hearing or notice to the respondent(s), A LIEN MAY BE IMPOSED AGAINST THE PROPERTY AND AGAINST ANY AND ALL OTHER REAL AND PERSONAL PROPERTY OWNED BY THE RESPONDENT(S); AND THE COSTS INCURRED BY THE CITY IN SUCCESSFULLY PROSECUTING THIS CASE MAY BE ASSESSED AGAINST THE RESPONDENT(S).

3. It is the responsibility of the respondent(s) to contact the above named City Department or Division prosecuting this case to arrange for re-inspection of the property to verify compliance AS SOON AS IT IS ACHIEVED.

4. If the violation(s) is (are) corrected and, thereafter, a City Code Inspector finds that a repeat violation has occurred, a fine in the amount of up to and including Five Hundred and no/100 Dollars ($500.00) per day may be assessed against the respondent(s) for each day the repeat violation is found to have occurred by the Code Inspector and for every day thereafter the repeat violation continues to exist.

5. Pursuant to Sections 162.07 and 162.09, Florida Statutes, without further hearing or notice to the respondent(s), a certified copy of this and/or any subsequent Special Magistrate Judge's order may be recorded in the public records of Escambia County, Florida, and, once recorded, CONSTITUTES NOTICE TO AND MAKES THE FINDINGS OF THIS ORDER BINDING on the respondent(s) and any subsequent purchasers of the property, and any successors in interest or assigns of the respondent(s).

6. Any aggrieved party hereto, including the City, may appeal this order to the Circuit Court of Escambia County, Florida, within thirty (30) days of the entry of this order.

ENTERED on January 24, 2013, at Pensacola, Florida.

[SEAL]

PENSACOLA CODE ENFORCEMENT AUTHORITY

Louis F. Ray Jr.
(Signature of Special Magistrate Judge)

Louis F. Ray, Jr.
(Printed Name of Special Magistrate Judge)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The execution of the foregoing order was acknowledged before me on January 24, 2013, by Louis F. Ray, Jr., as Special Magistrate Judge for the City of Pensacola, Florida, who is personally known to me and who did take an oath.

This Order was Prepared by:
Joanna Walker
Administrative Officer
Code Enforcement Authority
City of Pensacola, Florida
Post Office Box 12910
Pensacola, FL 32521-0001

rev. 3/1/12

Joanna Walker
(Signature of Notary and Administrative Officer)

Joanna Walker
(Printed Name of Notary & Admin. Officer)

JOANNA WALKER
MY COMMISSION # DD 922181
EXPIRES: September 2, 2013
Bonded Thru Notary Public Underwriters

Sandra F Slay

From: Stephen G. West
Sent: Thursday, April 14, 2016 10:19 AM
To: Angela D. Crawley
Cc: Sandra F Slay; Beth A. Larrieu
Subject: FW: Guttmann Letter
Attachments: Guttmann Code Enf Letter 4 8 2016.pdf

Angela:

Please provide the attached to Jack for consideration. This is request for lien relief, although it was routed to our office because the request was made by a local attorney, Steve Guttmann. I spoke with him and let him know that the Board had delegated much of its authority on lien relief to the County Administrator. He is also aware that the Board's policy precludes relief to the owner/violator and also when the property has outstanding code violations. I'm copying Sam Slay so she can provide information on any outstanding violations.

Mr. Guttmann said he would like to speak with Jack. I'll leave it to Jack's discretion whether he wants to do that.

Please let me know if Jack has any questions.

Steve

Steve West
Senior Assistant County Attorney
(850) 595-4970

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10535 **Written Communication** **9. B.**

BCC Regular Meeting

Meeting Date: 07/07/2016

Issue: Request for Approval of Revised Resolution for Lamplighter Apartments

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

June 23, 2016, Communication from William D. Stokes, Attorney for Deancurt Pensacola, LLC, requesting a revised Resolution releasing any County interest retained in the property under the mortgage and accompanying bond trust indenture.

Recommendation: That the Board review and consider adopting, subject to Legal review and sign-off, a revised Resolution that omits approximately 160 pages of the documents that were included in "Exhibit 1" to the original Resolution approved May 19, 2016, which are prohibitively expensive for the owner to record.

BACKGROUND:

At the May 19, 2016, BCC meeting, the Board approved a Resolution releasing any interest that the County retained in the property known as Lamplighter Apartments.

BUDGETARY IMPACT:

There will be no cost to the County, as the property owner will be responsible for all Clerk's recording fees.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen G. West, Senior Assistant County Attorney, has approved the form of the revised Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

letter
Board Minutes

CLARK PARTINGTON
ATTORNEYS AT LAW

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June 23, 2016

VIA U.S. MAIL AND EMAIL
Escambia County Board of County Commissioners
P. O. Box 1591
Pensacola, FL 32591-1591
Attn: Judy Witterstaeter
jhwitter@co.escambia.fl.us

Re: Lamplighter Apartments; Request for approval of revised resolution

Dear Commissioners:

I represent Deancurt Pensacola, LLC, the owner of the real property formerly known as the Lamplighter Apartment complex. Development of the property was financed through the issuance of County housing revenue bonds that have since been redeemed on a prorated basis. Repayment of the bonds was secured by a mortgage that granted the County the right to purchase the property on certain conditions. The County rejected its right to purchase the property in February 2013. At the request of my client, the BOCC approved a resolution at the regular meeting held on May 19, 2016 which released any interest that the County retained in the property under the mortgage and accompanying bond trust indenture.

Please find enclosed for the Board's consideration a revised resolution that omits approximately 160 pages of the documents that were included in "Exhibit 1" to the original resolution approved May 19, which were prohibitively expensive for my client to record. If the revised resolution meets with your approval, I respectfully request that the Board approve the same for execution by Chairman Robinson. I am making this request to reduce the costs my client will incur in recording the document in the Escambia County public records. Stephen G. West, Senior Assistant County Attorney, has approved the form of the revised resolution.

Thank you for your time and attention to this request. Please have your staff contact me should the Board have any questions or need anything further.

Respectfully,

William D. Stokes

WDS/sep
Enclosure
Cc: (*Via email*)
Stephen G. West, Senior Assistant County Attorney
Amy Lovoy, Assistant County Administrator

RESOLUTION R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, WAIVING AND RELEASING CERTAIN RIGHTS AND INTERESTS OF THE COUNTY IN THE PROPERTY FORMERLY KNOWN AS THE LAMPLIGHTER APARTMENT COMPLEX.

WHEREAS, Escambia County ("County") has held certain rights and interests in the real property located at 711 Underwood Avenue, Pensacola, Escambia County, Florida formerly known as the Lamplighter Apartment Complex ("Property"), under the mortgage and security agreement dated November 1, 1996 and recorded in Official Records Book 4075, Page 637, of the Public Records of Escambia County, Florida ("Mortgage"), and the unrecorded trust indenture ("Indenture") referenced in the Mortgage;

WHEREAS, the Property is more particularly described on "Exhibit A" to the Mortgage, which is attached to this Resolution as **Exhibit 1**;

WHEREAS, the Mortgage encumbered the Property and secured payment of housing revenue bonds ("Bonds") issued under the Indenture, on behalf of the County, to finance development of the Property;

WHEREAS, Section 7.09 of the Mortgage provided that title to the Property would revert to the County in the event the issuer discharged the Bonds pursuant to Section 12.13 of the Indenture, and Section 7.10 of the Mortgage granted the County the right to defease the Bonds and thereby purchase the Property pursuant to Section 12.14 of the Indenture;

WHEREAS, on November 6, 2012, Bank of Oklahoma, N.A., successor trustee under the Indenture, filed suit in Escambia County Circuit Court to foreclose the Mortgage (case no. 2012-CA-002858);

WHEREAS, at a regular meeting of the Board of County Commissioners of Escambia County, Florida ("Commission") held February 7, 2013, the Commission rejected its right to purchase the Property;

WHEREAS, by letter dated February 22, 2013, Commission staff formally notified Bank of Oklahoma, N.A., successor trustee under the Indenture, that the County rejected its right to purchase the Property;

WHEREAS, on April 29, 2013, Deancurt Pensacola LLC, a Delaware limited liability company, purchased the Property at foreclosure sale as evidenced by the Clerk's certificate of title recorded in Official Records Book 7008, Page 1108, of the Escambia County public records;

WHEREAS, Chapins Willow Crest LLC, successor by name change to Deancurt Pensacola LLC, has requested that the County waive and release its rights and interests in the Property, if any, remaining under the Mortgage and the Indenture;

WHEREAS, the County is no longer able to exercise its rights under Sections 7.09 and 7.10 of the Mortgage because the Bonds have been redeemed on a prorated basis; and

WHEREAS, the Commission has determined that any and all remaining rights and interests that the County holds in the Property under the Mortgage and the Indenture are not needed for County purposes, and that it is in the best interest of the public to waive and release such rights and interests.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, waives and releases any and all rights and interests that the County may hold in the Property under the Mortgage and Indenture, including, without limitation, those rights and interests set forth in Sections 7.09 and 7.10 of the Mortgage and Sections 12.13 and 12.14 of the Indenture.

Section 3. This Resolution shall be recorded in the public records of Escambia County, Florida.

Section 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Grover C. Robinson IV, Chairman

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

Date Executed _____

By:_____
Deputy Clerk

EXHIBIT 1

(Legal Description of the Property)

EXHIBIT "A"

THE SITE

Parcel I:

That portion of Section 32, Township 1 South, Range 30 West, Escambia County, Florida, described as follows:

Begin at the Southeast corner of Lot 11, Block "B", First Addition to College Park, a subdivision in said section, according to plat thereof, recorded in Plat Book 6, at page 70 of the records of said county for the Point of Beginning; thence go Westerly 295 feet along the South lines of Lots 11 and 12 of said Block "B" to the East line of Lot 14 of said Block "B"; thence proceed Southerly 157.56 feet along the East line of Lots 14 and 15 of said Block "B"; to the Southeast corner of said Lot 15; thence go Easterly 295 feet along the South line of Lot 10, Block "C", ABB Subdivision, according to the plat recorded in Plat Book 1, at page 82 of the records of said county; thence proceed Northerly 158.03 feet (on a line which is an extension Southerly of the East line of Lot 10 of said Block "B") to the Point of Beginning.

This parcel is noted as "Not Included in Plat on the Plat of First Addition to College Park above described.

Parcel II:

Commencing at the Northwest corner of Lot 11, Block "C" of the ABB Subdivision as recorded in Plat Book 1, at page 82 of the Public Records of Escambia County, Florida; thence East along the North line of the said lot a distance of 134.4 feet to the Point of Beginning; thence Southeasterly deflecting at an angle of 26°10' to the right a distance of 248.6 feet; thence Northeasterly at an angle of 90°00' a distance of 122.15 feet to the North line of the said Lot 11; thence West along the North line of the said Lot 11 a distance of 276.98 feet to the Point of Beginning.

Parcel III:

A portion of Lots 1 and 11, Block "C", ABB Subdivision according to the plat recorded in Plat Book 1, at page 82 of the Public Records of Escambia County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the said Lot 11, Block "C", ABB Subdivision; thence Southeast along the Southerly line of the said Block "C", which is also the Northerly Right of Way line of Underwood Avenue (66' R/W) for a distance of 308.95 feet for the Point of Beginning; thence continue along the said Southerly line of Block

"C" for a distance of 491.92 feet to a point that is 312.37 feet Northwest of the Southeast corner of the said Lot 1, Block "C"; thence Northeast deflecting to the left at a right angle for a distance of 94.54 feet to a point on the Southwest line of College Park according to the plat recorded in Plat Book 4 at page 23 of the said Public Records; thence Northwest deflecting to the left at an angle of 73°42' along the said Southwest line for a distance of 308.93 feet to the most Westerly corner of the said College Park; thence Northeast deflecting to the right at a right angle along the Northwest line of the said College Park for a distance of 128.01 feet; thence Northwest deflecting to the left at an angle of 106°18' for a distance of 231.34 feet; thence Southwest deflecting to the left at a right angle for a distance of 304.11 feet to the Point of Beginning.

Subject to an easement for the purpose of ingress and egress over the Westerly 40 feet of the parcel which easement is described in the deed recorded in Official Record Book 394 at page 680 of the said Public Records.

Parcel IV "A":

Commence at the Northeast corner of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; thence North 63°42'00" West along the North line of said Section 33 for a distance of 2,515.23 feet for the Point of Beginning; thence continue North 63°42'00" West along the said North line of Section 33 (which line is also the Southerly Right of Way line of Underwood Avenue (66' R/W) for a distance of 469.96 feet to the Southeast corner of Lot 1, Block "E" (Section 32, Township 1 South, Range 30 West) ABB Subdivision according to the plat recorded in Plat Book 1 at page 82 of the Public Records of said County; thence South 00°01'30" East along a Southerly extension of the East line of the said Lot 1 for a distance of 223.55 feet; thence South 26°18'00" West for a distance of 259.63 feet; thence south 63°42'00" East for a distance of 459.99 feet; thence North 26°18'00" East for a distance of 260.00 feet; thence North 63°42'00" West for a distance of 89.17 feet; thence North 26°18'00" East for a distance of 200.00 feet to the Point of Beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel IV "B":

Commence at the Northeast corner of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; thence North 63°42'00" West along the North line of the said Section 33 for a distance of 2515.23 feet; thence South 26°18'00" West for a distance of 200.00 feet; thence South 63°42'00" East for a distance of 89.17'; thence South 26°18'00" West for a distance of 260.00 feet to the Point of Beginning; thence continue south 26°18'00" West for a distance of 276.10 feet; thence North 63°42'00"

West for a distance of 459.99 feet; thence North 26°18'00" East for a distance of 276.10 feet; thence South 63°42'00" East for a distance of 459.99 feet to the Point of Beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel V:

Commence at the Northeast corner of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; thence North 63°42'00" West along the North line of the said Section 33 for a distance of 2,062.16 feet for the Point of Beginning; thence continue North 63°42'00" West along the said North line of Section 33 (which line is also the Southerly Right of Way line of Underwood Avenue (66' R/W) for a distance of 453.07 feet; thence South 26°18'00" West for a distance of 200.00 feet; thence South 63°42'00" East for a distance of 330.24 feet; thence south 47°28'00" East for a distance of 62.13 feet; thence North 42°32'00" East for a distance of 226.40 feet to the Point of Beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel VI:

Begin at the Northeast corner of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; thence North 63°42'00" West along the North line of the said section for a distance of 1853.86 feet to the Westerly Right of Way of Ninth Avenue (S.R. #S-289; 100' R/W); thence South 42°32'00" West along the said Westerly Right of Way line for a distance of 1436.54 feet to the Northerly Right of Way of College Boulevard (100' R/W) according the deed recorded in O.R. Book 418 at page 774 of the Public Records of said county; thence North 63°42'00" West along the said Northerly Right of Way line for a distance of 249.96 feet; thence North 42°32'00" East for a distance of 333.81 feet for the Point of Beginning; thence continue North 42°32'00" East for a distance of 336.07 feet; thence North 63°42'00" West for a distance of 568.06 feet; thence South 26°18'00" West for a distance of 322.67 feet; thence South 63°42'00" East for a distance of 474.11 feet to the Point of Beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida.

Together with a perpetual non-exclusive easement for ingress and egress above and across the following described property: A square measuring 20' by 20' in the

southwest corner of the following described real property:

A portion of Lot 1, Block C, ABB Subdivision, being a subdivision of a portion of Section 32, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 1 at Page 82 of the Public Records of the said county, being more particularly described as follows:

Commence at the southeasterly corner of the said Lot 1, for the point of beginning;

Thence northwest along the southerly line of the said Lot 1 for a distance of 312.37 feet; thence northeast deflecting to the right at a right angle for a distance of 94.54 feet to a point on the southwest line of College Park according to the plat recorded in Plat Book 4 at Page 23 of the said public records; thence southeast deflecting to the right at an angle of 106° 18' along the said southwest line of College Park for a distance of 326.07 feet to the most southerly corner of the said College Park, being also the northeasterly corner of the said Lot 1; thence southwest deflecting to the right at a right angle along the southeast line of the said Lot 1 for a distance of 3.30 feet to the point of beginning.

Together with a perpetual exclusive sign easement to and on the following described property: The eastern most 120' of the following described real property:

A portion of Lot 1, Block C, ABB subdivision, being a subdivision of a portion of Section 32, Township 1 South, Range 30 West, Escambia County, Florida, acoording to the plat recorded in Plat Book 1 at Page 82 of the public records of the said county, being more particularly described as follows:

Commence at the southeasterly corner of the said Lot 1, for the point of beginning;

Thence northwest along the southerly line of the said Lot 1 for a distance of 312.37 feet; thence northeast deflecting to the right at a right angle for a distance of 94.54 feet to a point on the southwest line of College Park according to the plat recorded in Plat Book 4 at Page 23 of the said public records, thence southeast deflecting to the right at an angle of 106° 18' along the said southwest line of College Park for a distance of 326.07 feet to the most southerly corner of the said College Park, being also the northeasterly corner of the said Lot 1; thence southwest deflecting to the right at a right angle along the southeast line of the said Lot 1 for a distance of 3.30 feet to the point of beginning.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

6. Authorizing the Chairman to sign a letter to the Florida Department of Transportation requesting the transfer of right-of-way of State Road (SR) 97, between SR 95 (US Highway 29) and County Road 95A, to Escambia County.

7. Dropping the recommendation that the Board take the following action regarding a Petition to Vacate a portion of Rawson Lane:

   A. Authorize the scheduling of a Public Hearing for June 16, 2016, at 5:32 p.m., to consider the Petition to Vacate a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.; and

   B. Require the Petitioner to notify all property owners within the area bounded on the north by Airport Boulevard, on the south by Brent Lane, on the east by Interstate 110, and on the west by North Palafox Street.

8. See Page 12.

9. Authorizing the scheduling of a Public Hearing for June 16, 2016, at 5:31 p.m., to consider the Petition to Vacate Sun Ray Village Plat, as petitioned by Deluna Capital, LLC.

* 10. Approving, and authorizing the Chairman to sign, the Resolution *(R2016-63)* waiving and releasing the rights and interests of Escambia County in the property formerly known as the Lamplighter Apartment Complex, as codification of Board action approved on February 7, 2013.

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-10492 **Clerk & Comptroller's Report 11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/07/2016
Issue: TDT Collections Data for the April 2016 Returns Received in May 2016
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the April 2016 Returns Received in May 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2016 returns received in the month of May 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eighth month of collections for the Fiscal Year 2016; total collections for the month of April 2016 returns was $773,474.68; this is a 4.03% increase over the April 2015 returns; total collections year to date are 13.16% more than the comparable time frame in Fiscal Year 2015.

Attachments

April 2016 TDT Collections

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

MEMORANDUM

TO: Honorable Board of County Commissioners

DATE: June 15, 2016

SUBJECT: Tourist Development Tax (TDT) Collections

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2016 returns received in the month of May 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the eighth month of collections for the fiscal year 2016.

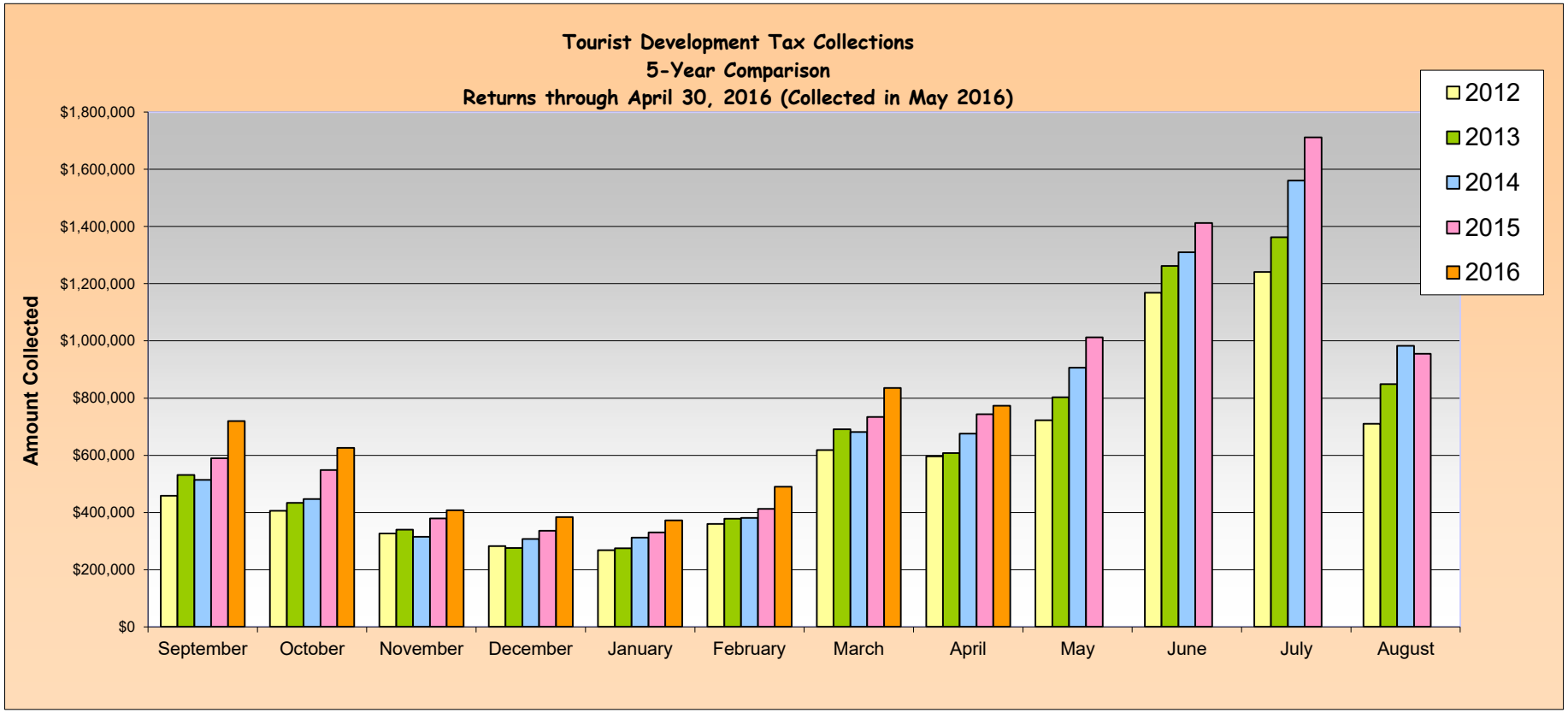
- ✓ Total collected for the month of April 2016 returns was $ 773,474.68. This is a 4.03% increase over the April 2015 returns.
- ✓ Total collections year to date are 13.16% more than the comparable time frame in Fiscal Year 2015.

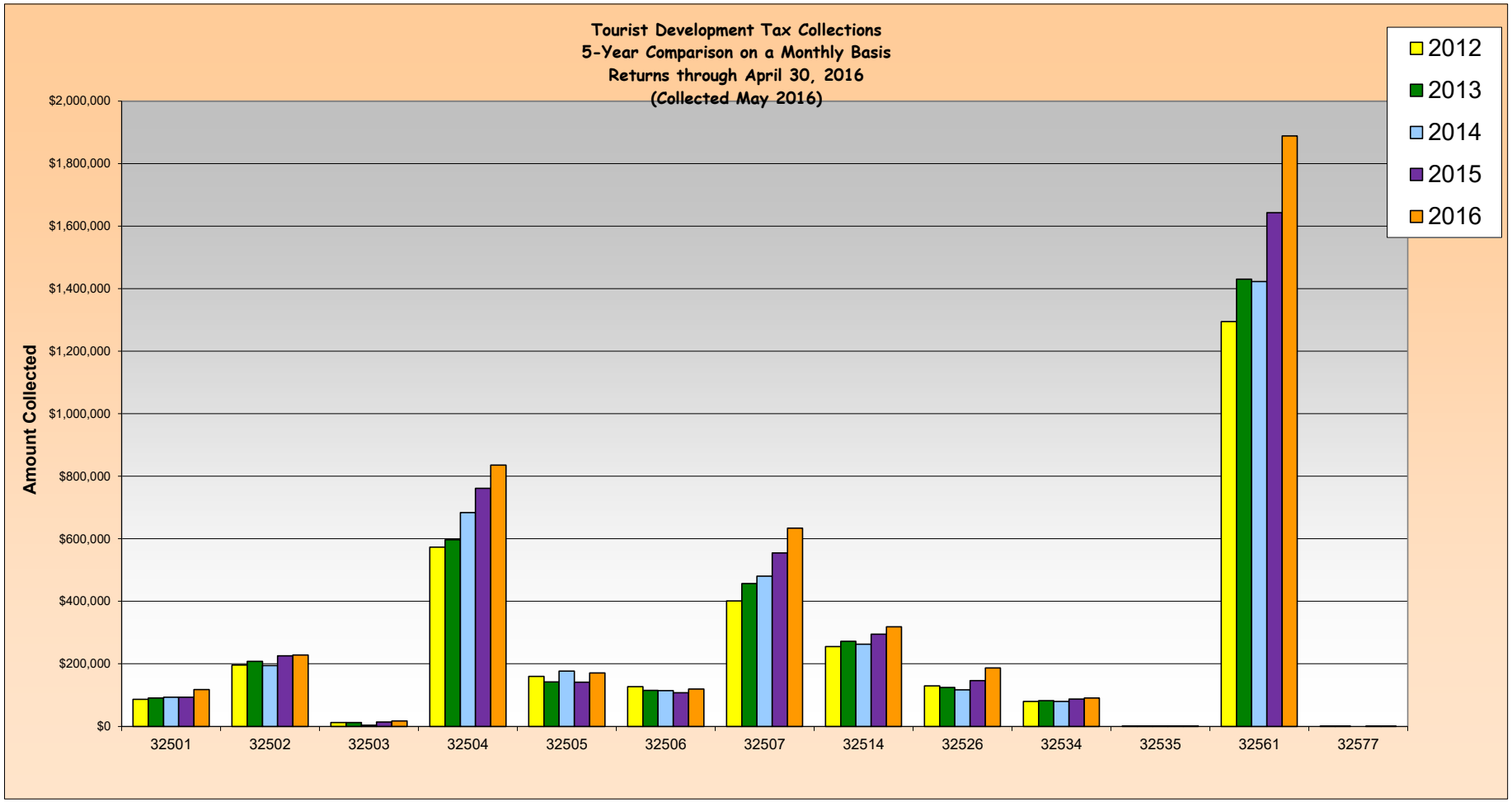
Please feel free to call me if you have any questions.

PC/bhw

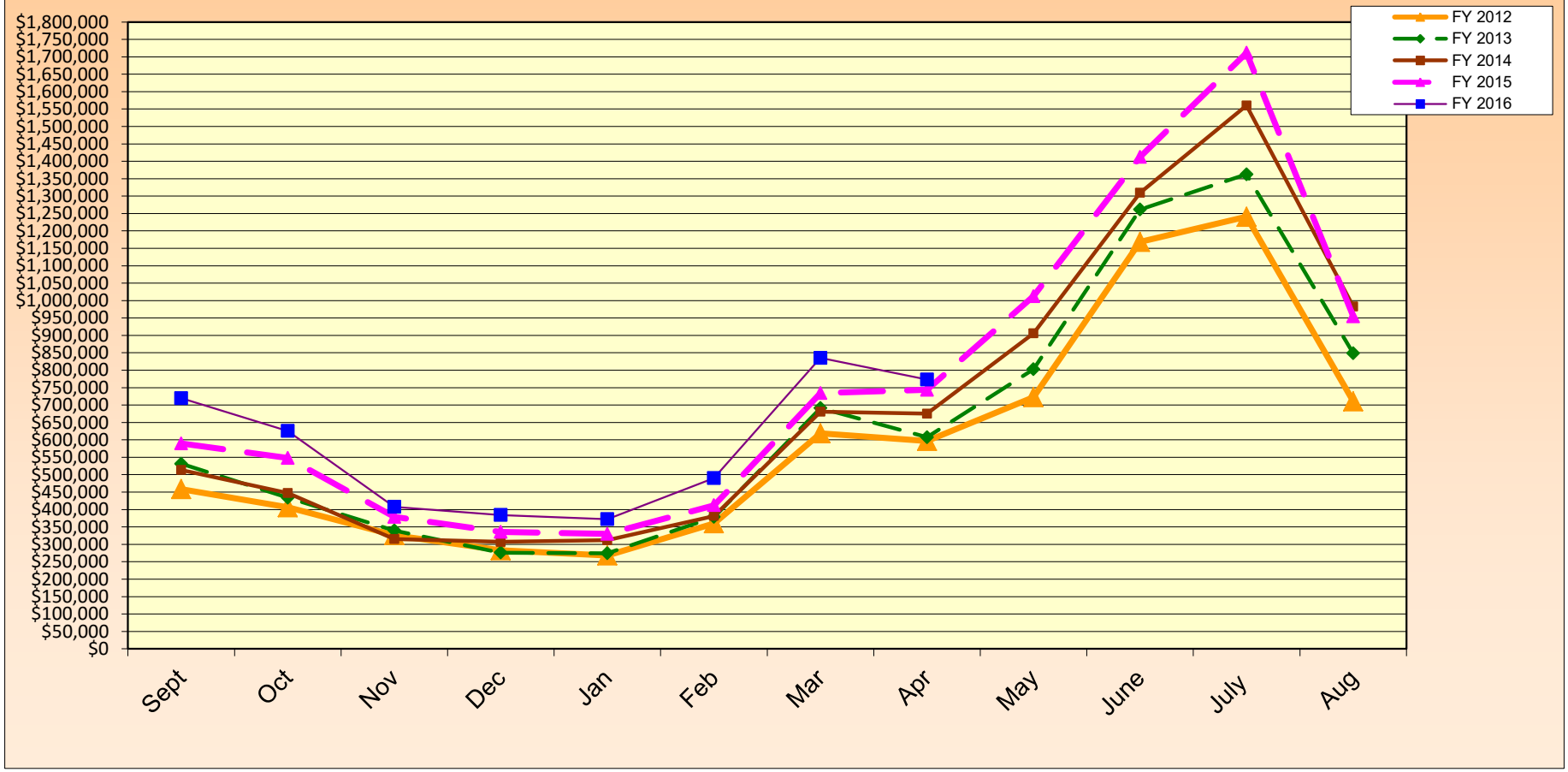
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF MAY 2016

Zip Code	Fiscal Year 2016 YTD Collected	Fiscal Year 2015 YTD Collected	Difference	% Change
32501	117,862	93,328	24,534	26%
32502	227,871	224,633	3,238	1%
32503	17,425	13,829	3,596	26%
32504	835,887	762,802	73,085	10%
32505	170,656	141,729	28,927	20%
32506	119,731	108,010	11,721	11%
32507	633,667	554,557	79,110	14%
32514	318,761	294,921	23,840	8%
32526	186,702	146,669	40,033	27%
32534	90,509	87,371	3,138	4%
32535	991	1,238	(247)	-20%
32561	1,888,280	1,643,081	245,199	15%
32562	-	-	-	0%
32577	50	415	(365)	0%
Total	**$ 4,608,392**	**$ 4,072,583**	**$ 535,809**	**13%**


Tourist Development Tax Collections
5-Year Comparison
Returns through April 30, 2016 (Collected in May 2016)
Amount Collected
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2012
2013
2014
2015
2016


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through April 30, 2016
(Collected May 2016)
2012
2013
2014
2015
2016
Amount Collected
$2,000,000
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2012 - FY 2016
Returns through April 30, 2016 (Collected in May 2016)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2016
AS OF MAY 31, 2016

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	13,893	2%	28,093	4%	1,582	0%	103,155	14%	23,956	3%
11/15	16,283	3%	31,883	5%	2,371	0%	102,729	16%	17,937	3%
12/15	12,524	3%	21,272	5%	1,996	0%	88,735	22%	12,756	3%
01/16	13,573	4%	20,368	5%	610	0%	83,364	22%	17,085	4%
02/16	13,032	4%	23,607	6%	1,025	0%	84,142	23%	14,337	4%
03/16	13,400	3%	27,976	6%	1,807	0%	101,374	21%	28,180	6%
04/16	17,642	2%	36,335	4%	4,316	1%	136,994	16%	30,208	4%
05/16	17,514	2%	38,337	5%	3,718	0%	135,394	18%	26,196	3%
Total	**$ 117,862**	**3%**	**$ 227,871**	**5%**	**$ 17,425**	**0%**	**$ 835,887**	**18%**	**$ 170,656**	**4%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	14,444	2%	118,368	16%	39,504	5%	22,563	3%	9,819	1%
11/15	13,073	2%	93,637	15%	38,664	6%	24,477	4%	11,627	2%
12/15	12,924	3%	41,978	10%	33,837	8%	21,065	5%	9,397	2%
01/16	10,738	3%	36,999	10%	34,083	9%	22,108	6%	9,416	2%
02/16	12,462	3%	46,390	12%	35,263	9%	19,997	5%	9,137	2%
03/16	15,117	3%	61,478	13%	38,016	8%	21,107	4%	12,049	2%
04/16	21,604	3%	125,695	15%	49,429	6%	27,812	3%	13,771	2%
05/16	19,370	3%	109,122	14%	49,965	6%	27,574	4%	15,294	2%
Total	**$ 119,731**	**3%**	**$ 633,667**	**14%**	**$ 318,761**	**7%**	**$ 186,702**	**4%**	**$ 90,509**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/15	115	0%	344,147	48%	-	0%	50	0%	719,688	100%
11/15	-	0%	273,123	44%	-	0%		0%	625,801	100%
12/15	310	0%	150,864	37%	-	0%		0%	407,660	100%
01/16	83	0%	135,746	35%	-	0%		0%	384,174	100%
02/16	120	0%	112,686	30%	-	0%		0%	372,198	100%
03/16	124	0%	169,342	35%	-	0%		0%	489,970	100%
04/16	118	0%	371,503	44%	-	0%		0%	835,428	100%
05/16	122	0%	330,868	43%		0%		0%	773,474	100%
Total	**$ 991**	**0%**	**$ 1,888,280**	**41%**	**$ -**	**0%**	**$ 50**	**0%**	**$ 4,608,392**	**100%**

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/14	**12,080**	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%	**129,751**	18%	**24,175**	3%
05/15	**14,931**	2%	**41,734**	6%	**2,716**	0%	**119,958**	16%	**26,063**	4%
Total	**$ 93,328**	**2%**	**$ 224,633**	**6%**	**$ 13,829**	**0%**	**$ 762,802**	**19%**	**$ 141,729**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/14	**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%	**14,418**	3%	**10,733**	2%
12/14	**12,374**	3%	**38,153**	10%	**31,823**	8%	**14,508**	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%	**41,776**	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%	**109,369**	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%
Total	**$ 108,010**	**3%**	**$ 554,557**	**14%**	**$ 294,921**	**7%**	**$ 146,669**	**4%**	**$ 87,371**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/14	**124**	0%	**275,712**	47%	**-**	0%	**-**	0%	**589,692**	100%
11/14	**213**	0%	**243,219**	44%	**-**	0%	**415**	0%	**548,073**	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%	**329,991**	100%
03/15	**104**	0%	**137,546**	33%	**-**	0%	**-**	0%	**412,271**	100%
04/15	**163**	0%	**304,391**	41%	**-**	0%	**-**	0%	**734,256**	100%
05/15	**316**	0%	**324,801**	44%	**-**	0%	**-**	0%	**743,490**	100%
Total	**$ 1,238**	**0%**	**$ 1,643,081**	**40%**	**$ -**	**0%**	**$ 415**	**0%**	**$ 4,072,583**	**100%**

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016									
Month Of	For The										
Collection	Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	$245,125	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209	$442,268	$539,766
NOV	OCT	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351
DEC	NOV	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743
JAN	DEC	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130
FEB	JAN	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148
MAR	FEB	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477
APR	MAR	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572
MAY	APR	315,555	303,720	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106
	TOTAL	**$1,898,412**	**$1,952,464**	**$1,891,273**	**$1,955,040**	**$2,266,325**	**$2,487,645**	**$2,649,075**	**$2,724,651**	**$3,054,436**	**$3,456,294**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016									
Month Of	For The										
Collection	Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	$81,708	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403	$147,425	$179,922
NOV	OCT	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450
DEC	NOV	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914
JAN	DEC	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,952	96,043
FEB	JAN	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049
MAR	FEB	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492
APR	MAR	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857
MAY	APR	105,185	101,240	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369
	TOTAL	**$632,804**	**$650,821**	**$630,424**	**$651,680**	**$755,442**	**$829,215**	**$883,025**	**$908,217**	**$1,018,147**	**$1,152,098**

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-10549 **Clerk & Comptroller's Report** **11. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 07/07/2016
Issue: May 2016 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the May 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2016, as required by Ordinance Number 95-13; on May 31, 2016, the portfolio market value was $292,182,849 and portfolio earnings totaled $178,936 for the month; the short-term portfolio yield was 0.42%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.40%; the enhanced cash portfolio achieved a yield of 0.79%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.70%; the long-term CORE portfolio achieved a yield of 1.36%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.01%.

Attachments

May 2016 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2015-2016
May 31, 2016

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 2015-2016
May 31, 2016

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value April 30, 2016	Market Value May 31, 2016
Bank Accounts	$ 29,843,207	$ 31,658,138
Money Market Accounts	50,353,005	50,368,684
State Board of Administration	60,501,016	60,531,820
Certificates of Deposit	20,000,000	20,000,000
Money Market Mutual Fund	231,635	1,384,599
U.S. Treasury Bond/Notes	51,651,259	54,515,752
Federal Agency Bond/Note	42,417,914	38,360,664
Municipal Bonds	5,473,629	5,473,561
Corporate Notes	21,244,821	21,220,162
Commercial Paper	8,665,642	8,669,469
Total Portfolio Assets:	$ 290,382,128	$ 292,182,849
Current Month Earnings:	**$ 180,673**	**$ 178,936**
Fiscal Year to Date Earnings:	**$ 1,146,883**	**$ 1,325,820**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	April 30, 2016	May 31, 2016
Market Value	**$ 160,697,227**	**$ 162,558,641**
Short Term Portfolio Yield:	**0.42%**	**0.42%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.40%	0.40%
Fiscal YTD Earnings:	**$ 283,911**	**$ 341,108**

ENHANCED CASH PORTFOLIO:	April 30, 2016	May 31, 2016
Market Value	**$ 31,130,893**	**$ 31,137,173**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.77%**	**0.79%**
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.55%	0.70%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.75%	0.86%
Effective Duration (Years)	**0.88**	**0.88**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.81	1.79
Fiscal YTD Earnings:	**$ 147,285**	**$ 167,676**

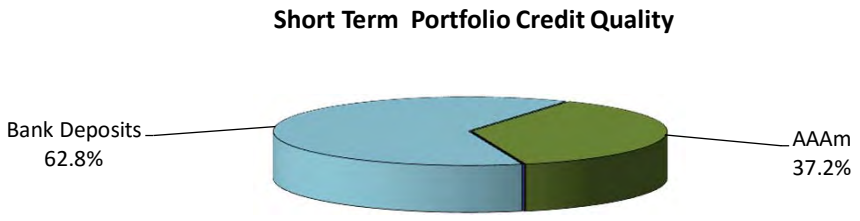
LONG TERM CORE PORTFOLIO:	April 30, 2016	May 31, 2016
Market Value	**$ 98,554,008**	**$ 98,487,035**
CORE Portfolio Yield to Maturity at Cost:	**1.33%**	**1.36%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.91%	1.01%
CORE Portfolio Total Return:	**0.01%**	**-0.09%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.01%	-0.15%
Effective Duration (Years)	**2.52**	**2.61**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.64	2.62
Fiscal YTD Earnings:	**$ 715,687**	**$ 817,036**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2015-2016
May 31, 2016

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

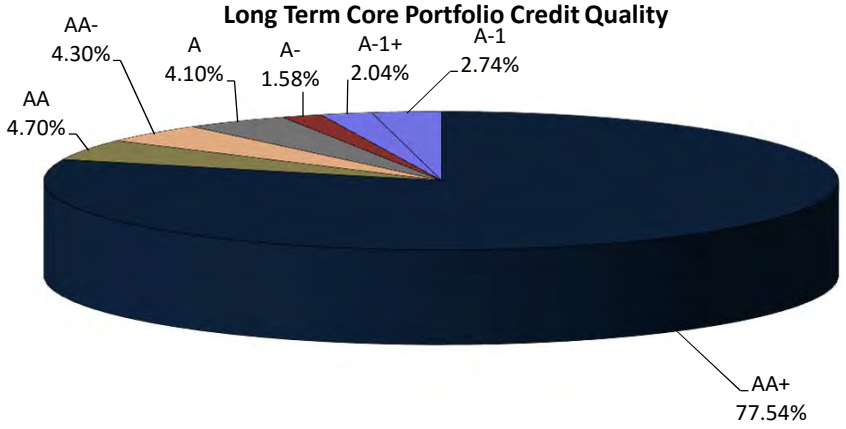
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 31,658,138	19.5%
Money Market Accounts	50,368,684	31.0%
Certificates of Deposit	20,000,000	12.3%
State Board of Administration	60,531,820	37.2%
Total Short Term Portfolio Assets:	**$ 162,558,641**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

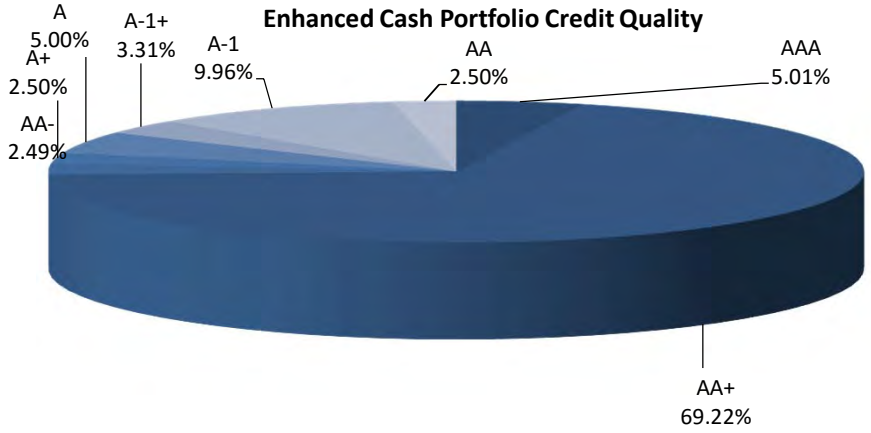
Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 52,515,490	53.3%
Federal Agency Bond / Note	20,339,636	20.7%
Municipal Obligations	5,473,561	5.6%
Commercial Paper	4,690,212	4.8%
Corporate Note	15,213,204	15.4%
Money Market Mutual Fund - Federated Government	254,932	0.3%
Total Long Term Core Portfolio Assets:	**$ 98,487,035**	**100.0%**



ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 2,000,262	6.4%
Federal Agency Bond / Note	18,021,029	57.9%
Corporate Note	6,006,958	19.3%
Commercial Paper	3,979,258	12.8%
Money Market Mutual Fund - Federated Government	1,129,667	3.6%
Total Enhanced Cash Portfolio Assets:	**$ 31,137,173**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2015-2016
May 31, 2016

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	60,531,820	20.7%	25%	Yes
United States Treasury Securities		54,515,752	18.7%	100%	Yes
Federal Instrumentalities		38,360,664	13.1%	100%	Yes
Certificates of Deposit		20,000,000	6.8%	20%	Yes
Savings Accounts		50,368,684	17.2%	100%	Yes
Commercial Paper		8,669,469	3.0%	25%	Yes
Corporate Notes		21,220,162	7.3%	20%	Yes
State and/or Local Government Debt		5,473,561	1.9%	25%	Yes
Bank Accounts - Bank of America		31,658,138	10.8%	100%	Yes
Money Market Mutual Fund		1,384,599	0.5%	50%	Yes
Total Investment Holdings	**$**	**292,182,849**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,497,128	0.9%	5%	Yes
Apple Inc. Corporate Notes	753,266	0.3%	5%	Yes
Bank Accounts - Bank of America	31,658,138	10.8%	100%	Yes
Bank of New York Mellon Corporate Notes	2,015,560	0.7%	5%	Yes
Bank of Tokyo-MIT	995,425	0.3%	10%	Yes
BBVA Compass	5,000,000	1.7%	10%	Yes
Berkshire Hathaway Inc	623,827	0.2%	5%	Yes
BNP Paribas	2,690,310	0.9%	5%	Yes
Calleguas Water District, CA REV Bond	1,501,185	0.5%	10%	Yes
Caterpillar Corporate Notes	751,174	0.3%	5%	Yes
Centennial Bank	10,009,182	3.4%	10%	Yes
Chevron Corporation Corp Notes	750,138	0.3%	5%	Yes
Cisco Systems Inc.	2,021,012	0.7%	5%	Yes
City of New York	1,724,701	0.6%	10%	Yes
Coca-Cola Co. Commercial Paper	1,991,379	0.7%	10%	Yes
Colgate-Palmolive Co	748,691	0.3%	5%	Yes
Exxon Mobil Corporate Notes	750,620	0.3%	5%	Yes
Federal Farm Credit Bank	6,512,461	2.2%	5%	Yes
Federal Home Loan Bank (FHLB)	6,503,473	2.2%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	9,691,115	3.3%	25%	Yes
Federal National Mortgage Association (FNMA)	15,653,616	5.4%	25%	Yes
Fidelity Institutional Government MMF	1,384,599	0.5%	25%	Yes
Florida Prime (SBA)	60,531,820	20.7%	25%	Yes
General Electric Corporate Notes	2,526,125	0.9%	5%	Yes
Hancock Bank	27,630,244	9.5%	10%	Yes
HSBC Holdings PLC	1,000,487	0.3%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2015-2016
May 31, 2016

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
John Deere Corporate Notes	750,135	0.3%	**5%**	**Yes**
JP Morgan Chase Corporate Notes	2,004,142	0.7%	**5%**	**Yes**
Microsoft Corporate Notes	752,344	0.3%	**5%**	**Yes**
Mississippi State	767,816	0.3%	**10%**	**Yes**
Servisfirst Bank	27,729,258	9.5%	**10%**	**Yes**
State of Connecticut	687,970	0.2%	**10%**	**Yes**
Toyota Motor Corp	4,503,647	1.5%	**10%**	**Yes**
United States Treasury Securities	54,515,752	18.7%	**100%**	**Yes**
University of WA Taxable Revenue Bonds	791,890	0.3%	**10%**	**Yes**
Wells Fargo &Company Corporate Notes	1,764,222	0.6%	**5%**	**Yes**
Total Investment Holdings	**$ 292,182,849**	**100.0%**		

AI-10519 **Clerk & Comptroller's Report 11. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 07/07/2016
Issue: Santa Rosa Island Authority 2015 Financial Statements
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the 2015 Financial Statements for the Santa Rosa Island Authority

That the Board accept, for filing with the Board's Minutes, the *Santa Rosa Island Authority - A Component Unit of Escambia County, Florida, Financial Statements and Supplementary Information, September 30, 2015 and 2014*, provided by Dottie Ford, Finance Director for the Santa Rosa Island Authority.

Attachments

SRIA 2015 Financial Statements

Santa Rosa Island Authority

A Component Unit of Escambia County, Florida

Financial Statements and
Supplementary Information

September 30, 2015 and 2014



Santa Rosa Island Authority
Table of Contents
September 30, 2015

REPORT

Independent Auditor's Report 1

FINANCIAL STATEMENTS

Statements of Net Position 4

Statements of Activities 6

Statements of Cash Flows 7

Notes to Financial Statements 9

SUPPLEMENTAL INFORMATION

Required Supplementary Information

Schedule of Funding Progress - Other Postemployment Benefits 38

Schedule of Proportionate Share of Net Pension Liability – Florida Retirement System (Last 10 Fiscal Years) 39

Schedule of Contributions – Florida Retirement System (Last 10 Fiscal Years) 40

Schedule of Proportionate Share of Net Pension Liability – Health Insurance Subsidy Program (Last 10 Fiscal Years) 41

Schedule of Contributions – Health Insurance Subsidy Program (Last 10 Fiscal Years) 42

Other Information

Schedules of Revenues and Expenses - Budget and Actual 43

Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill 45

Schedule of Expenditures of Federal Awards 46

Report on Internal Control over Financial Reporting and on Compliance And Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 48

Independent Auditor's Report on Compliance with Requirements Applicable To Each Major Federal Program and Internal Control over Compliance in Accordance with OMB Circular A-133 50

Schedule of Findings and Questioned Costs 52

Management Letter 55

Attestation Report on Compliance with Section 218.415 Florida Statutes 57

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CPAs and Advisors

Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

(850) 837-3141
(850) 654-4619 (fax)
CRIcpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board Members and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of Santa Rosa Island Authority, a component unit of Escambia County, Florida, (hereinafter referred to as "Authority"), as of and for the years ended September 30, 2015 and 2014, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Authority as of September 30, 2015 and 2014, and the changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter - Change in Accounting Principle

As discussed in Note 15 to the financial statements, in 2015, the Authority adopted new accounting guidance,*GASB Statement No. 68, Accounting and Financial Reporting for Pensions, and GASB Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement 68.* Our opinion is not modified with respect to this matter.

Emphasis of Matter – New Interlocal Agreement

As discussed in Note 13 to the financial statements, in September 2015, Escambia County and the Authority entered into an interlocal agreement that will have a significant impact on the nature and extent of the Authority's operations. Effective October 1, 2015, the Authority transferred all the responsibilities and obligations for the public works and public safety departments and functions on Santa Rosa Island to Escambia County. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of Funding Progress – Other Post-Employment Benefits, Schedules of Proportionate Share of Net Pension Liability, and Schedules of Contributions, as listed in the table of contents, be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management Discussion and Analysis that accounting principles generally accepted in the United States of America requires to be presented to supplement the

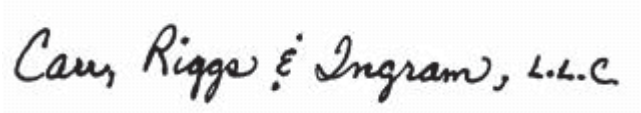
basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The Schedules of Revenues and Expenses – Budget and Actual are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill is presented for purposes of additional analysis as required by the Florida Auditor General and is also not a required part of the basic financial statements. The Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. The schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information, except for that portion marked "unaudited," on which we express no opinion, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 16, 2016, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
June 16, 2016

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Net Position

September 30,		**2015**		**2014**
Assets				
Current assets				
Cash and short-term investments	**$**	**4,069,700**	$	2,229,928
Accounts receivable, net		**444,956**		385,589
Unbilled receivables		**62,846**		124,696
Due from other governments		**66,650**		51,300
Prepaid expenses		**56,602**		77,790
Total current assets		**4,700,754**		2,869,303
Noncurrent assets				
Capital funds contingency - cash		**1,767,500**		1,764,452
Cash and short-term investments - restricted		**4,209,962**		4,262,237
Investments - unrestricted		**519,186**		1,513,575
Investments - restricted		**-**		1,489
Capital assets, net		**10,464,584**		11,153,530
Total noncurrent assets		**16,961,232**		18,695,283
Deferred outflows of resources				
Pension		**279,573**		186,111
Total deferred outflows of resources		**279,573**		186,111
Total assets and deferred outflows of resources	**$**	**21,941,559**	$	21,750,697

(continued)

The accompanying footnotes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Net Position (Continued)

September 30,	2015	2014
Liabilities		
Current liabilities		
Accounts payable	**$ 161,854**	$ 348,770
Accrued payroll	**64,564**	67,826
Other accrued liabilities	**54,221**	49,609
Due to Escambia County	**18,996**	121,649
Unearned revenue	**274,647**	1,698,825
Interagency loan - Escambia County	**960,000**	-
Obligations under capital leases	**-**	72,984
Total current liabilities	**1,534,282**	2,359,663
Noncurrent liabilities		
Compensated absences	**278,603**	258,582
Net pension liability	**1,169,323**	787,778
Obligation for other postemployment benefits	**192,635**	172,612
Total noncurrent liabilities	**1,640,561**	1,218,972
Total liabilities	**3,174,843**	3,578,635
Deferred inflows of resources		
Deferred revenue	**149,532**	121,007
Pension	**165,793**	485,610
Unearned consideration fees	**607,264**	620,952
Total deferred inflows of resources	**922,589**	1,227,569
Net position		
Net investment in capital assets	**10,464,584**	11,045,993
Restricted for island improvements - Portofino	**1,934,977**	2,149,151
Restricted for Quietwater restoration - BP	**175,379**	175,379
Restricted for other	**60,647**	238,226
Unrestricted	**5,208,540**	3,335,744
Total net position	**17,844,127**	16,944,493
Total liabilities, deferred inflows of resources, and net position	**$ 21,941,559**	$ 21,750,697

The accompanying footnotes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Activities

Years ended September 30,	2015	2014
Operating revenues		
Lease fees		
Commercial	**$ 5,681,939**	$ 5,154,036
Residential	**2,722,526**	2,782,466
Interest income	**35,938**	30,730
Other operating revenue	**241,290**	254,128
Total operating revenues	**8,681,693**	8,221,360
Operating expenses		
Personal services	**3,467,825**	3,463,238
Contractual and professional services	**424,236**	447,298
Supplies	**284,122**	319,351
Repairs and maintenance	**66,136**	79,094
Utilities	**321,164**	282,236
Advertising and promotion	**605,995**	806,556
Capital outlay	**497,363**	320,725
Other operating expense	**491,246**	480,805
Total operating expenses before depreciation	**6,158,087**	6,199,303
Depreciation	**1,096,936**	1,079,097
Total operating expenses	**7,255,023**	7,278,400
Operating income	**1,426,670**	942,960
Non-operating revenues (expenses)		
Federal grant projects revenue	**1,968,216**	-
Federal grant projects expense	**(1,968,216)**	-
State grant projects revenue	**200,088**	51,300
Deepwater Horizon Oil Spill income	**420,109**	-
BP Exploration & Production grant projects revenue	**-**	145,083
BP Exploration & Production grant projects expense	**-**	(145,067)
Beach re-nourishment expenses	**(161,136)**	(112,100)
Island improvement expenses	**(712,711)**	(535,585)
Payments to Escambia County - pledged revenues	**-**	(350,000)
Payments to Escambia County - fire and rescue	**(200,000)**	(200,000)
Interest expense	**(119,752)**	(2,905)
Other income	**46,366**	41,879
Non-operating revenues (expenses), net	**(527,036)**	(1,107,395)
Change in net position	**899,634**	(164,435)
Net position, beginning of year	**16,944,493**	17,108,928
Net position, end of year	**$ 17,844,127**	$ 16,944,493

The accompanying footnotes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Cash Flows

Years ended September 30,	2015	2014
Operating activities		
Cash received from lessees	**$ 8,699,013**	$ 7,813,140
Payments to vendors	**(2,954,031)**	(2,511,469)
Payments to employees	**(3,462,777)**	(3,376,294)
Net cash provided (used) by operating activities	**2,282,205**	1,925,377
Noncapital financing activities		
Payments to Escambia County	**(306,043)**	(550,000)
Interagency loan proceeds - Escambia County	**2,125,000**	-
Interagency loan repayments - Escambia County	**(1,165,000)**	(100,000)
Deepwater Horizon Oil Spill income received	**420,109**	-
BP Exploration & Production grant revenue received	**-**	100,000
Grant advances	**-**	1,589,782
Donations received	**8,400**	8,400
Interest payments	**(119,752)**	(2,905)
Receipts for other non-operating revenues	**22,241**	21,702
Payments for other non-operating expenses	**(2,845,063)**	(792,752)
Net cash provided (used) by noncapital financing activities	**(1,860,108)**	274,227
Capital and related financing activities		
Acquisition and construction of capital assets	**(407,990)**	(484,263)
Proceeds from sale of capital assets	**15,725**	11,777
Cash received from other governments	**837,819**	43,138
Payments on obligations under capital lease	**(72,984)**	(39,128)
Net cash provided (used) by capital and related financing activities	**372,570**	(468,476)
Investing activities		
Sales of investments	**1,515,064**	1,533,559
Purchase of investments	**(519,186)**	(1,513,575)
Net cash provided (used) by investing activities	**995,878**	19,984
Net change in cash and short-term investments	**1,790,545**	1,751,112
Cash and short-term investments, beginning of year	**8,256,617**	6,505,505
Cash and short-term investments, end of year	**$ 10,047,162**	$ 8,256,617

(continued)

The accompanying footnotes are an integral part of these financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Statements of Cash Flows (Continued)

Years ended September 30,		2015		2014
Reconciliation of operating income to net cash provided (used) by operating activities				
Operating income	**$**	**1,426,670**	$	942,960
Adjustments to reconcile operating income to net cash provided (used) by operating activities:				
Depreciation		**1,096,936**		1,079,097
Other postemployment benefit obligation		**20,023**		19,112
Changes in operating assets and liabilities:				
Accounts and unbilled receivables		**2,483**		(62,327)
Prepaid expenses		**21,188**		988
Accounts payable		**(186,916)**		92,740
Accrued payroll		**(3,262)**		10,979
Other accrued liabilities		**4,612**		9,219
Due to Escambia County		**(102,653)**		121,649
Unearned revenue		**-**		(335,866)
Compensated absences		**20,021**		16,392
Net pension liability		**(31,734)**		40,461
Deferred revenue		**28,525**		3,661
Unearned consideration fees		**(13,688)**		(13,688)
Net cash provided (used) by operating activities	**$**	**2,282,205**	$	1,925,377
Cash reconciliation				
Cash and short-term investments	**$**	**4,069,700**	$	2,229,928
Capital funds contingency - cash		**1,767,500**		1,764,452
Cash and short-term investments - restricted		**4,209,962**		4,262,237
Cash and short-term investments, end of year	**$**	**10,047,162**	$	8,256,617

The accompanying footnotes are an integral part of these financial statements.

NOTE 1 - ORGANIZATION

The Santa Rosa Island Authority ("Authority"), exists pursuant to the provisions of Chapter 24500, Laws of Florida, Special Acts of 1947, as amended. The Authority is the governing body of a portion of Santa Rosa Island and consists of five members appointed by the Board of County Commissioners of Escambia County, and one member elected by the leaseholders of Santa Rosa Island. The Authority has been constituted a body corporate and an agency of Escambia County and, accordingly, meets the criteria of a component unit and will be included in the Basic Financial Statements of Escambia County, Florida.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Authority maintains its books and records under the accrual method of accounting. Under this method, revenues are recognized when earned rather than when received, and related expenses are recognized when they are incurred rather than when paid. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The Authority classifies fund equity into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets – This component of fund equity consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same fund equity component as the unspent proceeds.

Restricted – This component of fund equity consists of constraints placed on fund equity imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component of fund equity consists of fund equity that does not meet the definition of "restricted" or "net investment in capital assets".

The Authority is accounted for as an enterprise fund. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs (expenses, including depreciation) of providing

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Authority complies with generally accepted accounting principles (GAAP) and applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the Authority are lease fees and related charges. Operating expenses of the Authority include personal services, contractual and professional services, supplies, repairs and maintenance, utilities, advertising and promotions, other expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Restricted Assets

Certain assets of the Authority are restricted for use by agreements with third-parties or by bond indenture; thus, they are not available to be used at management's discretion. These restrictions include contributions from other governments and assets restricted for beach re-nourishment and certain capital improvements as further discussed in Note 7.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

General Budget Policies

Prior to the beginning of each fiscal year, the Executive Director submits an operating budget to the Authority Board. The budget includes proposed expenses necessary for operation of the Authority and estimated revenues available to finance those expenses. Once approved by the Authority Board, the budget is submitted for approval by the Board of County Commissioners of Escambia County. The legal level of budgetary control is by total expenditures. Any amendments that alter total expenditures must be approved by the Authority Board and the Board of County Commissioners of Escambia County. All appropriations lapse at year end.

The budget is prepared on a basis that differs from generally accepted accounting principles as follows:

A. The budget does not include a provision for depreciation expense or for gain or loss from disposal of capital assets.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. The budget includes a provision for capital outlay, which is not included in the results of operations under generally accepted accounting principles, except for certain non-capital items expensed by the Authority.

Cash and Short-term Investments

For purposes of the statement of cash flows, the Authority considers all highly liquid debt instruments with a maturity of three months or less when purchased to be cash equivalents, excluding investments in the Local Government Surplus Funds Trust Fund Investment Pool.

Capital Assets

Capital assets are defined by the Authority as assets with an initial/individual cost of more than $1,000 and an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Upon being placed into service, property, plant and equipment of the Authority are depreciated using the straight-line method over the estimated useful lives. Estimated useful lives for financial reporting purposes are as follows: transportation equipment, maintenance equipment, office equipment and miscellaneous: 3 – 10 years; parking lots, landscaping, sidewalks, boardwalks, outdoor lighting, piers, boat basin, boat ramp, and walkovers: 20 years; and streets, buildings and shelters: 30 – 40 years.

Compensated Absences

It is the Authority's policy to permit employees to accumulate a limited amount of earned but unused annual leave and, for those employees who have achieved retirement age or are entitled under a negotiated contract, a limited amount of earned but unused sick leave. Accordingly, the Authority records an accrual for earned but unused annual leave and sick leave.

Lease Fees

Lease fees, including consideration fees, are generally recognized as income over the lease term as it becomes receivable according to the provisions of the lease. Lease fees received but not yet earned according to the provisions of the lease are recorded as deferred revenue. The Authority has agreed to bill certain lease fees quarterly or monthly even though the full amount is due at the beginning of the renewal year. Amounts due from year-end through the lease renewal date are reflected as unbilled receivables on the accompanying Statements of Net Position.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statements of net position will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The items that qualify for reporting in this category are the items related to the pension reported in the Statements of Net Position. The deferred outflows of resources related to pension and pension expense results from changes between the expected and actual expense, changes in assumptions, net difference between projected and actual earnings on FRS pension plan investments, changes in proportion and differences between Authority FRS contributions and proportionate share contributions, and Authority FRS contributions made subsequent to the measurement date.

In addition to liabilities, the statements of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has three items, deferred revenue, unearned consideration fees, and pension and the related expenses, which qualify for reporting in this category. Deferred revenue and unearned consideration fees result from the collection of revenues in advance of the year for which they are due. The deferred inflows of resources related to pension and pension expense results from changes between the expected and actual expense, changes in assumptions, net difference between projected and actual earnings on FRS pension plan investments, changes in proportion and differences between Authority FRS contributions and proportionate share contributions, and Authority FRS contributions made subsequent to the measurement date.

Other Post-Employment Benefits

The Authority utilizes uniform reporting standards for other postemployment benefit (OPEB) expense and related liabilities, note disclosures, and required supplementary information (RSI) in annual financial reports of governmental entities. See Note 11 for a description of the OPEB expenses and liabilities.

NOTE 3 – CASH AND INVESTMENTS

The Authority maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all of the Authority's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40*, Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3).*

The Authority is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others negotiable direct or indirect obligations which are secured by the United States Government; the Local Government Surplus Funds Trust Fund as created by Section 218.415, Florida Statutes; and interest-bearing time deposits or savings accounts in authorized financial institutions.

The following is a summary of the Authority's investments:

September 30,		**2015**	**2014**	**Credit Risk**	**Maturities**
Certificate of deposit	**$**	**519,186**	$1,515,064	not rated	03/20/16
Total investments	**$**	**519,186**	$1,516,553		

All investments held at September 30, 2015 and 2014 are reported at fair value. The Authority has invested certain funds in a certificate of deposit for which the maturity exceeded 90 days and therefore is not included as cash and short-term investments. The certificate earns interest at 0.40%.

Interest rate risk –The Authority does not have a formal policy for addressing interest rate risk; however, investments are made with discretion to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The Authority manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield rates.

Concentration risk – The Authority places no limit on the amount the Authority may invest in any one issuer.

NOTE 3 – CASH AND INVESTMENTS (Continued)

Custodial credit risk – For an investment, custodial credit risk is the risk that the Authority will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The Authority has no formal policy for custodial risk. None of the investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

NOTE 4 – CAPITAL ASSETS

The following is a summary of changes in the capital assets for the years ended September 30, 2015 and 2014:

September 30,	2014	Additions	Transfers and Retirements	2015
Capital assets not being depreciated:				
Construction work in progress	$ 188,226	$ 260,822	$ (449,048)	$ -
Total capital assets not being depreciated	188,226	260,822	(449,048)	-
Other capital assets:				
Buildings	3,679,499	-	449,048	4,128,547
Other improvements	16,286,164	-	-	16,286,164
Equipment	1,777,697	147,168	(55,646)	1,869,219
Total other capital assets	21,743,360	147,168	393,402	22,283,930
Less accumulated depreciation for:				
Buildings	(1,322,943)	(131,791)	-	(1,454,734)
Other improvements	(8,190,940)	(748,349)	-	(8,939,289)
Equipment	(1,264,173)	(216,796)	55,646	(1,425,323)
Total other capital assets	(10,778,056)	(1,096,936)	55,646	(11,819,346)
Other capital assets, net	10,965,304	(949,768)	449,048	10,464,584
Total capital assets, net	$ 11,153,530	$ (688,946)	$ -	$ 10,464,584

NOTE 4 – CAPITAL ASSETS (Continued)

September 30,	2013	Additions	Transfers and Retirements	2014
Capital assets not being depreciated:				
Construction work in progress	$ -	$ 188,226	$ -	$ 188,226
Total capital assets not being depreciated	-	188,226	-	188,226
Other capital assets:				
Buildings	3,679,499	-	-	3,679,499
Other improvements	16,069,449	216,715	-	16,286,164
Equipment	1,804,024	79,322	(105,649)	1,777,697
Total other capital assets	21,552,972	296,037	(105,649)	21,743,360
Less accumulated depreciation for:				
Buildings	(1,200,821)	(122,122)	-	(1,322,943)
Other improvements	(7,430,694)	(760,246)	-	(8,190,940)
Equipment	(1,173,093)	(196,729)	105,649	(1,264,173)
Total other capital assets	(9,804,608)	(1,079,097)	105,649	(10,778,056)
Other capital assets, net	11,748,364	(783,060)	-	10,965,304
Total capital assets, net	$ 11,748,364	$ (594,834)	$ -	$ 11,153,530

NOTE 5 – LONG-TERM LIABILITIES

As described more fully in Note 12, the Authority borrowed certain amounts during 2015 from Escambia County. In addition, the Authority has a compensated absence liability for unpaid annual and sick leave and repaid in full an obligation under capital lease.

Changes in long-term liabilities were as follows:

September 30,	2014	Additions	Reductions	2015	Amount Due Within One Year
Compensated absences	$ 258,582	$ 20,021	$ -	$ 278,603	$ -
Interagency loan - Escambia County	-	2,125,000	(1,165,000)	960,000	960,000
Obligations under capital lease	72,984	-	(72,984)	-	-
	$ 331,566	$ 2,145,021	$ (1,237,984)	$ 1,238,603	$ 960,000

NOTE 5 – LONG-TERM LIABILITIES (Continued)

September 30,	2013	Additions	Reductions	2014	Amount Due Within One Year
Compensated absences	$ 242,190	$ 16,392	$ -	$ 258,582	$ -
Interagency loan - Escambia County	100,000	-	(100,000)	-	-
Obligations under capital lease	112,112	-	(39,128)	72,984	72,984
	$ 454,302	$ 16,392	$ (139,128)	$ 331,566	$ 72,984

Compensated absences consisted of the following:

September 30,	2015	2014
Accumulated unpaid annual leave	**$ 178,544**	$ 161,049
Accumulated unpaid sick leave	**100,059**	97,533
	$ 278,603	$ 258,582

NOTE 6 – LEASING ACTIVITIES

Substantially all of the Authority's revenue is derived from leasing activities. The Authority leases the land of Santa Rosa Island to residents and businesses on the Island but does not convey ownership.

The Authority's policy is to report all leases as operating leases since the land of the island is not recorded as an asset on the financial statements and the leases do not meet the criteria of a capital lease.

Most residential and many commercial leases are for a period of 99 years. Many of these 99-year leases have options to renew for another 99-year term. Some leases, particularly those for restaurants and concessions, are generally for a shorter period. Each lease provides that any construction on the premises must be performed within an established length of time, and detailed plans and specifications must be approved by the Authority before a building permit is issued. Failure to pay any rentals due or failure to comply with any other covenants of the lease constitutes a violation under the terms of the lease and the Authority may repossess the land and the improvements after required notice if the lessee fails to correct the default.

NOTE 6 – LEASING ACTIVITIES (CONTINUED)

The following is a schedule of estimated future minimum rentals to be received under these leases for the periods ending September 30. In addition, certain leases have a provision that allows for an increase in minimum lease fees every five years in proportion to the consumer price index (CPI). During fiscal year 2010, the Board approved a CPI percentage increase of 6.5% for leases with an escalator clause. However, an effective date for the increase has not been established.

In August 2015, the Board of Directors approved a lease fee reduction policy based upon Escambia County, Florida taking over and assuming all monetary, operational, and administrative responsibilities for the Santa Rosa Island Authority Public Works and Public Safety Departments (see Note 12). As a result, effective October 1, 2015 all residential and commercial lease fees were reduced by 50%.

2016	$ 1,852,371
2017	1,852,371
2018	1,852,371
2019	1,852,371
2020	1,852,371

The following is a schedule of the number of residential and commercial leaseholders as of:

September 30,	2015	2014
Residential	3,902	3,901
Commerical	183	176

By resolution effective September 30, 2002, the Authority pledged all lease revenue to the payment of the Capital Improvement Revenue Bonds issued by Escambia County on October 1, 2002 (see Note 12).

NOTE 7 – RESTRICTED NET POSITION

Restricted net position is comprised of two primary components: Portofino island improvement funds and certain claim proceeds related to the BP oil spill. The Portofino restricted funds are derived from a portion of the Portofino lease and must be used for future Island improvements. As of September 30, 2015 and 2014, the restricted Portofino funds equal $1,934,977 and $2,149,736, respectively.

NOTE 7 – RESTRICTED NET POSITION (Continued)

The Authority also considers certain funds received from BP relating to the Deepwater Horizon Oil Spill as restricted for the restoration of the Quietwater Beach area. These amounts total $175,379 for both September 30, 2015 and 2014.

In addition to restricted net position, the Authority has also designated certain unrestricted net asset amounts for future contingencies. These amounts total $1,767,500 and $1,764,453 as of September 30, 2015 and 2014, respectively, and are included in Unrestricted net position on the accompanying Statement of Net Position.

NOTE 8 – RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority has established a self-insurance program to cover its risk of loss related to general liability claims and natural disasters. As of September 30, 2015 and 2014, the Authority has set aside $1,767,500 and $1,764,453, respectively, in contingency funds to cover any claims that may be filed or other emergencies for which cash flow, particularly in off-seasons, might not be sufficient to cover.

The sovereign immunity limits of the State of Florida restrict general liability claims to $100,000. General liability claims above $100,000 would have to be approved by the State Legislature. The Authority participates in the Escambia County self-insurance program to cover its risks of loss related to workers' compensation claims. The Authority pays an annual premium to the program for its coverage. Details of this self-insurance program can be found in the Escambia County, Florida Comprehensive Annual Financial Report. The Authority continues to carry commercial insurance for risks of loss, including property insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 9 – FEDERAL AND STATE GRANT PROJECTS

The Authority has entered into various grant agreements with the Federal Emergency Management Agency to fund the elevation of certain properties on Santa Rosa Island. The total of the award agreements approximates $1.92 million, and the authority expended approximately $1.65 million during the year ended September 30, 2015.

The Authority also has entered into a grant agreement totaling $470,000 with the United States Department of the Interior for Sea Turtle Lighting for the period of October 1, 2014 through December 31, 2015. The grant requires a match of $30,000.

NOTE 9 – FEDERAL AND STATE GRANT PROJECTS (Continued)

In addition, the Authority has been awarded grant funds from the State of Florida for beach re-nourishment and restoration and preservation projects as well as for projects and enhancements benefiting Santa Rosa Island. The maximum amount to be received under the grant is $8.5 million. The grant requires a match of $8.5 million. As discussed in Note 12 to the financial statements, the Authority has entered into an interlocal agreement with Escambia County for an $8.5 million loan for the project. No significant expenses were incurred during 2015 related to this grant.

Revenue recognized under these grants totaled $2,168,304 and $51,300 for the years ended September 30, 2015 and 2014, respectively.

NOTE 10 – PENSION PLAN

Florida Retirement System (FRS) - Defined Benefit Pension Plans

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the Authority are eligible to enroll as members of the State-administered FRS. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112 Part IV, Florida Statutes; Chapter 238, Florida Statutes; and Florida Retirement System Rules, Chapter 60S, Florida Administrative Code, wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' web site (http://www.dms.myflorida.com).

The Authority's pension expense totaled $115,650 and $178,129, respectively, for the years ended September 30, 2015 and 2014.

NOTE 10 – PENSION PLAN (Continued)

FRS Pension Plan

Plan Description

The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class – Members of the FRS who do not qualify for membership in the other classes.
- Elected County Officers Class – Members who hold specified elective offices in local government.
- DROP – Members who have elected to defer receipt of monthly benefit payments while continuing employment with an FRS employer.
- Reemployed Retiree

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members enrolled prior to July 1, 2011 are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Members of the Plan may include up to 4 years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

NOTE 10 – PENSION PLAN (Continued)

Benefits Provided

Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following table shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service	% Value
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 or more years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 or more years of service	1.68
Elected County Officers	3.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

NOTE 10 – PENSION PLAN (Continued)

Contributions

The Florida Legislature establishes contribution rates for participating employers. In addition, regular employees are required to contribute an amount equal to 3% of their salary to the plan. Contribution rates for 2014-15 and 2013-14 were as follows:

	Employee Required Contribution	Employer Required Contribution	Total Required Contribution
Regular employees:			
October 1, 2013 through June 30, 2014	3.00%	6.95%	9.95%
July 1, 2014 through June 30, 2015	3.00%	7.37%	10.37%
July 1, 2015 through September 30, 2015	3.00%	7.26%	10.26%
Employees in the Deferred Retirement Option Program (DROP):			
October 1, 2013 through June 30, 2014	n/a	12.84%	12.84%
July 1, 2014 through June 30, 2015	n/a	12.28%	12.28%
July 1, 2015 through September 30, 2015	n/a	12.88%	12.88%
Senior Management Service Class (SMSC):			
October 1, 2013 through June 30, 2014	3.00%	18.31%	21.31%
July 1, 2014 through June 30, 2015	3.00%	21.14%	24.14%
July 1, 2015 through September 30, 2015	3.00%	21.43%	24.43%

The Authority contributions to the Plan totaled $122,187 and $113,898 for the years ended September 30, 2015 and 2014.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2015 and 2014, the Authority reported a liability of $609,193 and $276,640, respectively, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2015 and 2014, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2015 and 2014, respectively. The Authority's proportion of the net pension liability was based on the Authority's fiscal year 2015 and 2014 contributions relative to the FRS 2015 and 2014 fiscal year contributions of all participating members. At June 30, 2015 and 2014, the Authority's proportionate share was 0.00472% and 0.00453%, respectively.

NOTE 10 – PENSION PLAN (Continued)

For the fiscal years ended September 30, 2015 and 2014, the Authority recognized pension expense of $72,530 and $125,498, respectively, related to the Plan. In addition, the Authority reported deferred outflows and inflows of resources related to pensions from the following sources:

September 30, 2015

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual expense	$ 64,313	$ 14,448
Change of assumptions	40,434	-
Net difference between projected and actual earnings on FRS pension plan investments	-	145,466
Changes in proportion and differences between Authority FRS contributions and proportionate share contributions	92,011	-
Authority FRS constributions subsequent to the measurement date (July 1, 2015 - September 30, 2015 contributions)	28,940	-
Total	$ 225,698	$ 159,914

September 30, 2014

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual expense	$ -	$ 17,119
Change of assumptions	47,909	-
Net difference between projected and actual earnings on FRS pension plan investments	-	461,482
Changes in proportion and differences between Authority FRS contributions and proportionate share contributions	83,892	-
Authority FRS constributions subsequent to the measurement date (July 1, 2014 - September 30, 2014 contributions)	30,374	-
Total	$ 162,175	$ 478,601

NOTE 10 – PENSION PLAN (Continued)

The deferred outflows of resources related to pensions, totaling $28,940, resulting from Authority contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2016. The deferred outflows of resources related to pensions, totaling $30,374, for the year ended September 30, 2014, were recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2015.

Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30,		
2016	$	(27,845)
2017		(27,845)
2018		(27,845)
2019		92,168
2020		23,214
Thereafter		4,997

Actuarial Assumptions

The total pension liability in the July 1, 2014 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Investment rate of return	7.65%, net of pension plan investment expense, including inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB, with adjustments for mortality improvements based on Scale AA.

The actuarial assumptions used in the July 1, 2015, valuation were based on the results of an actuarial experience study for the period July 1, 2008, through June 30, 2013.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption.

NOTE 10 – PENSION PLAN (Continued)

The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.00%	3.11%	3.10%	1.65%
Intermediate-Term Bonds	18.00%	4.18%	4.05%	5.15%
High Yield Bonds	3.00%	6.79%	6.25%	10.95%
Broad US Equities	26.50%	8.51%	6.95%	18.90%
Developed Foreign Equities	21.20%	8.66%	6.85%	20.40%
Emerging Market Equities	5.30%	11.58%	7.60%	31.15%
Private Equity	6.00%	11.80%	8.11%	30.00%
Hedge Funds/Asbolute Return	7.00%	5.81%	5.35%	10.00%
Real Estate (Property)	12.00%	7.11%	6.35%	13.00%
Total	100.00%			

Discount Rate

The discount rate used to measure the total pension liability was 7.65%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.65%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.65%) or 1% higher (8.65%) than the current rate.

	1% Decrease 6.65%	Current Discount Rate 7.65%	1% Increase 8.65%
Authority's proportionate share of net pension liability	$ 1,578,557	$ 609,193	$ (197,477)

NOTE 10 – PENSION PLAN (Continued)

Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

HIS Pension Plan

Plan Description

The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided

For the fiscal years ended September 30, 2015 and 2014, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2015 and 2014, the contribution rate was 1.26% of payroll pursuant to section 112.363, Florida Statues. The Authority contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The Authority's contributions to the HIS Plan totaled $25,197 and $23,770 for the fiscal year ended September 30, 2015 and 2014, respectively.

NOTE 10 – PENSION PLAN (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2015 and 2014, the Authority reported a net pension liability of $560,130 and $511,138, respectively, for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2014, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2015. The Authority's proportionate share of the net pension liability was based on the Authority's 2014-15 fiscal year contributions relative to the total 2014-15 fiscal year contributions of all participating members. At June 30, 2015 and 2014, the Authority's proportionate share was 0.00549% and 0.00547%, respectively.

For the fiscal years ended September 30, 2015 and 2014, the Authority recognized pension expense of $43,120 and $52,631, respectively, related to the Plan. In addition, the Authority reported deferred outflows and inflows of resources related to pensions from the following sources:

September 30, 2015

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Change of assumptions	$ 44,068	$ -
Net difference between projected and actual earnings on HIS pension plan investments	303	-
Changes in proportion and differences between Authority HIS contributions and proportionate share contributions	1,998	5,879
Authority HIS constributions subsequent to the measurement date (July 1, 2015 - September 30, 2015 contributions)	7,506	-
Total	$ 53,875	$ 5,879

NOTE 10 – PENSION PLAN (Continued)

September 30, 2014		
Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Change of assumptions	$ 18,188	$ -
Net difference between projected and actual earnings on HIS pension plan investments	245	-
Changes in proportion and differences between Authority HIS contributions and proportionate share contributions	-	7,009
Authority HIS constributions subsequent to the measurement date (July 1, 2014 - September 30, 2014 contributions)	5,503	-
Total	$ 23,936	$ 7,009

The deferred outflows of resources related to pensions, totaling $7,506, resulting from Authority contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2016. The deferred outflows of resources related to pensions, totaling $5,503, resulting from Authority contributions to the HIS Plan, for the year ended September 30, 2014, were recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2015.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	
2016	$ 6,865
2017	6,865
2018	6,865
2019	6,804
2020	6,774
Thereafter	6,317

Actuarial Assumptions

The actuarial assumptions, based on the July 1, 2015 actuarial evaluation, are:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Municipal bond rate	3.80%

NOTE 10 – PENSION PLAN (Continued)

Mortality rates were based on the Generational RP-2000 with Projected Scale BB.

While an experience study has not been completed for the plan, the FRS System Actuarial Assumptions Conference reviewed the actuarial assumptions for the plan.

Discount Rate

The discount rate used to measure the total pension liability was 3.80%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability calculated using
the discount rate of 3.80%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.80 percent) or 1-percentage-point higher (4.80 percent) than the current rate:

	1% Decrease 2.80%	Current Discount Rate 3.80%	1% Increase 4.80%
Authority's proportionate share of net pension liability	$ 638,242	$ 560,130	$ 494,997

Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS

The employees of the Authority participate in the benefit plans and programs of Escambia County, Florida (the "County"). Postemployment benefits are provided in the form of health insurance for retired participants at the same rate as active participants. This results in an implicit rate subsidy. In conjunction with GASB Statement No. 45 for the year ended September 30, 2015, the County

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

engaged an actuarial firm to determine the estimated obligation associated with the implicit rate subsidy postemployment benefit. The Authority's obligation was included in this actuarial estimation.

At October 1, 2013, the date of the latest actuarial valuation, plan participation of all Escambia County employees consisted of 1,694 OPEB plan participants and 195 retirees receiving benefits.

The Authority's covered payroll constituted approximately 2.71% and 2.76% for the years ended September 30, 2015 and 2014, respectively, of the total payroll costs for all entities included in the actuarial calculation. Accordingly, the County has allocated approximately 2.71% and 2.76% of the actuarially calculated amounts to the Authority in fiscal year 2015 and 2014, respectively.

The Authority is not required by law or other contractual agreement to provide funding for the implicit rate subsidy postemployment benefit other than the pay-as-you-go amount necessary to provide current benefits to retirees and eligible dependants and has therefore chosen to fund the OPEB obligation on a pay-as-you-go basis. For the years ended September 30, 2015 and 2014, the Authority contributed $13,813 and $14,391, respectively as funding of the OPEB obligations. This amount approximates the actual benefit payments made during each year (normal cost).

The Authority's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the year ended September 30, 2015 and the two preceding years were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of OPEB Cost Contributed	Net OPEB Obligation
9/30/2015	$ 33,835	40.82%	$ 192,635
9/30/2014	33,503	42.95%	172,612
9/30/2013	35,140	51.41%	153,500

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

The Authority's annual OPEB cost (expense) is calculated based on the Annual Required Contribution (ARC) of the employer. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

Funding policy and status – As of October 1, 2013, the most recent actuarial valuation date, the plan was 0% funded. The actuarial accrued liability for benefits (AAL) was approximately $337,000, and the actuarial value of assets was $0, resulting in an unfunded actuarial accrued liability (UAAL) of $337,000. The covered payroll (annual payroll of active employees covered by the OPEB plan) for the years ended September 30, 2015 and 2014 approximated $2.27 million and $2.23 million, respectively, and the ratio of the UAAL to the covered payroll was 15%.

Actuarial methods and assumptions: Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Projections of benefits for financial reporting purposes are based on substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. The OPEB-specific actuarial assumptions used in the actuarial valuation described below are consistent with those used by the Florida Retirement System actuary and adopted by the Florida Retirement System.

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

The following table shows the components of the Authority's OPEB cost for the year, the amount actually contributed to the plan, and changes in the Authority's net OPEB obligation relating to the implicit rate subsidy:

For the year ended September 30,		**2015**		2014
Determination of Annual Required Contribution (ARC)				
Normal cost at September 30	**$**	**20,522**	$	20,336
Amortization of UAAL		**12,996**		12,878
Annual required contribution		**33,518**		33,214
Annual OPEB cost and net OPEB obligation				
Annual required contribution (ARC)		**33,518**		33,214
Interest on net OPEB obligation		**7,079**		6,460
Adjustment to annual required contribution		**(6,761)**		(6,171)
Annual OPEB cost (expense)		**33,836**		33,503
Less: employer contributions made*		**(13,813)**		(14,391)
Increase in net OPEB obligation		**20,023**		19,112
Net OPEB obligation - beginning of year		**172,612**		153,500
Estimated net OPEB obligation - end of year	**$**	**192,635**	$	172,612

* actuarially estimated employer contributions

The actuarial methods are:

Actuarial cost method	Projected unit credit actuarial cost method
Amortization method:	Level percent of payroll
Amortization period (closed)	30 years
Asset valuation method	Market value of assets on valuation date
Investment rate of return	4.0% compounded annually
Healthcare cost trend rate	8.50% reduced by decrements of 1.00% to .50% annually to an ultimate rate of 5.00% after 5 years

NOTE 12 – RELATED PARTY TRANSACTIONS

The Authority reimburses Escambia County for Pensacola Beach trolley services, which totaled $127,460 and $179,521 for the years ended September 30, 2015 and 2014, respectively. In addition, the Authority pays Escambia County for its employees' workers' compensation insurance and health and life insurance. During the years ended September 30, 2015 and 2014, the Authority expended $73,795 and $69,805, respectively for workers' compensation insurance and $361,093 and $352,371, respectively for health and life insurance. The Authority also reimbursed the County $200,000 per year for fire and rescue services during the years ended September 30, 2015 and 2014. Total amounts due to the County at September 30, 2015 and 2014 equaled $18,996 and $121,649, respectively.

In September 2002, the Authority's Board of Directors approved an interlocal agreement with Escambia County in connection with certain plans for economic development, transportation and beach improvements at Pensacola Beach. Under the interlocal agreement, Escambia County issued $16,885,000 of Tourist Development Refunding Revenue Bonds, series 2002 to mature on October 1, 2019, and $22,305,000 of Capital Improvement Revenue Bonds, Series 2002, to mature on October 1, 2032. These bond series were refunded in 2012 and 2011, respectively. A portion of the proceeds from these bond issues were used to finance improvements on Pensacola Beach, including roadway improvements and beach and dune re-nourishment. By resolution approved by the Authority's Board of Directors, the Authority's lease fee revenues were pledged for repayment of these bonds, as refunded. The interlocal agreement also stipulated that the Authority's lease fee revenues were pledged to cover any deficiency from other sources of revenue pledged for repayment of these bonds, as refunded. The Authority was paying $600,000 annually to the County as part of this agreement. However, in April 2014, the County released the Authority from its remaining payments which totaled $10.45 million. The Authority made payments totaling $350,000 during the year ended September 30, 2014.

In October 2011, the Authority entered into an interagency loan agreement with Escambia County totaling $200,000 for the repair of the Quietwater Boardwalk, a premier tourist attraction on Pensacola Beach. Under the interagency loan agreement, the Authority was scheduled to repay the loan in two equal installments totaling $100,000 on or before October 1, 2012 and October 1, 2013. At September 30, 2015, the loan had been repaid in full. At September 30, 2014, the outstanding balance on the interagency loan totaled $100,000.

In September 2014, the Authority entered into interlocal agreement with Escambia County, whereby the County agreed to loan the Authority $8.5 million for its beach re-nourishment and restoration project. The funds will be loaned to the Authority in four installments of $2,125,000. The first payment will be issued upon the request of the Authority after the execution of the agreement. The remaining installment payments will be paid upon the Authority providing sufficient documentation that all draws issued to date were expended for project related expenses. The Authority will repay this loan from any and all available revenues over a seven year period to commence upon the effective date of this agreement. The first installment was requested from the County in October 2014, and the first loan repayment was made in that month as well.

NOTE 12 – RELATED PARTY TRANSACTIONS (Continued)

Under the interlocal agreement, the Authority is scheduled to make annual principal and interest payments to Escambia each year through 2021 as follows:

September 30,	Principal	Interest	Total
2016	$ 1,180,000	$ 101,957	$ 1,281,957
2017	1,195,000	85,554	1,280,554
2018	1,215,000	68,944	1,283,944
2019	1,230,000	52,056	1,282,056
2020	1,250,000	34,959	1,284,959
2021	1,265,000	17,583	1,282,583
Total*	$ 7,335,000	$ 361,053	$ 7,696,053

* - the repayment schedule is based on the Authority borrowing the full amount of the loan through taking three additional installments totaling $6.375 million. The total amount outstanding at September 30, 2015 equaled $960,000 and is all scheduled to be due in fiscal year 2016.

During the year ended September 30, 2010, Escambia County and the Authority adopted an economic incentive plan for commercial leaseholders within the Authority's Authority. The Escambia County Board of County Commissioners approved the discontinuance of the program during fiscal year 2013. The Authority received approximately $43,300 from Escambia County during the year ended September 30, 2014. Payments to commercial leaseholders during the fiscal year 2014 amounted to $335,866. The remaining funds at September 30, 2014 totaling $106,043 were refunded back to Escambia County during fiscal year 2015.

NOTE 13 – NEW INTERLOCAL AGREEMENT

In September 2015, Escambia County and the Authority entered into an interlocal agreement that will have a significant impact on the nature and extent of the Authority's operations. The agreement calls for the Authority to transfer all the responsibilities and obligations for the public works and public safety departments and functions on Santa Rosa Island from the Authority to Escambia County effective October 1, 2015. In connection with this transfer, all Authority public works and public safety employees will transfer from employment with the Authority to employment with the County. In addition, the County will assume possession, ownership, control, and responsibility for all public works and public safety facilities and equipment. The County will also assume all legal rights, commitments, contracts, and other obligations in connection with the public works and public safety functions.

NOTE 13 – NEW INTERLOCAL AGREEMENT (Continued)

The Authority will remain responsible for all other functions on Santa Rosa Island including administration, finance, promotions and events, and environmental services. These functions will continue to be funded primarily through leasing activities. As described in Note 6, in connection with the agreement noted above, the Authority reduced its residential and commercial lease fees by 50%. At this time, management cannot determine the exact financial impact these changes will have on the Authority. In addition, other significant changes may occur in the foreseeable future.

NOTE 14 – COMMITMENTS AND CONTINGENCIES

Grants Contingencies

The Authority has received federal and state and BP Exploration & Production financial assistance for costs related to capital improvements and disaster assistance on Santa Rosa Island. The disbursement of funds received under these programs is subject to review and audit by grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Authority. In the opinion of management, any such claims should not have a material adverse effect on the financial statements.

Deepwater Horizon Oil Spill

During the year ended September 30, 2015, the Authority settled its claim with BP relating to the Deepwater Horizon Oil Spill in April 2010. The Authority received $420,109 net of costs and attorney fees, which is recorded as non-operating revenues on the accompanying Statement of Activities.

Windstorm

The insurance policy for windstorm coverage includes a deductible amount for named hurricane storms estimated at approximately $136,000. In addition, the Authority's windstorm policy is underwritten by the State of Florida's Citizens Property Insurance Corporation (Citizens). In the event Citizens incurs a deficit that exceeds the amount collected via regular premiums, an emergency assessment may be levied. The Authority may be required to pay substantially more in insurance premiums relating to the year for which the emergency assessment is levied.

Litigation

The Authority is involved in various lawsuits and claims incidental to the normal course of its operations. In the opinion of management, the ultimate liability, if any, resulting from such litigation will not materially affect the financial position or results of operations of the Authority.

NOTE 14 – COMMITMENTS AND CONTINGENCIES (Continued)

Commitments

In October 2015, the Authority entered into an agreement with Escambia County totaling $1.045 million to construct a traffic calming zone on County Road 399 adjacent to the Portofino Condominiums on Pensacola Beach.

In October 2015, the Authority entered into an agreement totaling approximately $15.3 million for the beach renourishment project. The dredging at the site commenced in December 2015. The project is expected to be completed in April 2016.

NOTE 15 – CHANGE IN ACCOUNTING PRINCIPLES

In June 2012, the GASB issued Statement No. 68, *Accounting and Financial Reporting for Pensions – amendment of GASB Statement No. 27*. This statement improves accounting and financial reporting by state and local governments for pensions. It also improves information provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency. This Statement is effective for fiscal years beginning after June 15, 2014.

The Authority adopted this statement for fiscal year 2015. The implementation of Statement No. 68 resulted in a restatement of beginning net position, as well as related deferred outflows of resources and deferred inflows of resources due to recording of the Authority's net pension liability on the statement of net position.

In November 2013, the GASB issued Statement 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement 68*. The objective of this Statement is to address an issue regarding application of the transition provisions of Statement No. 68, Accounting and Financial Reporting for Pensions. This Statement amends paragraph 137 of Statement 68 to require that, at transition, a government recognize a beginning deferred outflow of resources for its pension contributions, if any, made subsequent to the measurement date of the beginning net pension liability. This Statement is effective for fiscal years beginning June 15, 2014. The Authority adopted this statement for fiscal year 2015. The implementation of Statement No. 71 resulted in the reporting of the Authority's net pension liability, as well as related deferred outflows of resources and deferred inflows of resources for its pension contributions made subsequent to the measurement date of the beginning net pension liability.

NOTE 15 – CHANGE IN ACCOUNTING PRINCIPLES (Continued)

The Authority participates in the Florida Retirement System (FRS) defined benefit pension plan administered by Florida Division of Retirement. As a participating employer, the Authority implemented GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, which requires employers participating in cost-sharing multiple-employer defined benefit pension plans to report the employers' proportionate share of the net pension liabilities and related pension amounts of the defined benefit pension plans. The beginning net position of the Authority for the year ended September 30, 2014 was decreased by $1,046,816. The Authority's proportionate share of the net pension liabilities at October 1, 2013 totaled that same amount (see Note 10). In addition, the adjustment decreased pension expense for the year ended September 30, 2014 by $58,011. The net impact on fund balance at September 30, 2014 totaled $988,805.

Supplementary Information

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Funding Progress – Other Post-Employment Benefits

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
10/01/14	$ -	$ 337,013	$ 337,013	0%	$ 2,268,574	15%
10/01/13	-	337,013	337,013	0%	2,228,617	15%
10/01/12	-	355,382	355,382	0%	2,096,897	17%

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Proportionate Share of Net Pension Liability – Florida Retirement System (Last 10 Fiscal Years)

	2015	2014	2013
Authority's proportion of the net pension liability (asset)	0.0047165%	0.0045340%	0.0039547%
Authority's proportionate share of the net pension liability (asset)	$ 609,193	$ 276,640	$ 680,780
Authority's covered - employee payroll	$ 1,681,563	$ 1,641,364	$ 1,589,536
Authority's proportionate share of the net pension liability (asset) as a percentage of its own covered-employee payroll	36.2%	16.9%	42.8%
FRS Plan fiduciary net position as a percentage of the total pension liability	92.00%	96.09%	88.45%

Note: Data was unavailable prior to 2013.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Florida Retirement System (Last 10 Fiscal Years)

	2015	2014	2013
Contractually required contribution	$ 122,187	$ 113,898	
Contributions in relation to the contractually required contribution	122,187	113,898	
Contribution deficiency (excess)	$ -	$ -	
Authority's covered-employee payroll	$ 1,681,563	$ 1,641,364	
Contributions as a percentage of covered-employee payroll	7.3%	6.9%	

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Health Insurance Subsidy Program (Last 10 Fiscal Years)

	2015	2014	2013
Authority's proportion of the net pension liability (asset)	0.0054923%	0.0054666%	0.0055601%
Authority's proportionate share of the net pension liability (asset)	$ 560,130	$ 511,138	$ 484,077
Authority's covered - employee payroll	$ 1,681,563	$ 1,641,364	$ 1,589,536
Authority's proportionate share of the net pension liability (asset) as a percentage of its own covered-employee payroll	33.3%	31.1%	30.5%
FRS Plan fiduciary net position as a percentage of the total pension liability	0.50%	0.99%	1.78%

Note: Data was unavailable prior to 2013.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Contributions –
Health Insurance Subsidy Program (Last 10 Fiscal Years)

	2015	2014	2013
Contractually required contribution	$ 25,197	$ 23,770	
Contributions in relation to the contractually required contribution	25,197	23,770	
Contribution deficiency (excess)	$ -	$ -	
Authority's covered-employee payroll	$ 1,681,563	$ 1,641,364	
Contributions as a percentage of covered-employee payroll	1.5%	1.4%	

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedules of Operating Revenues and Expenses – Budget and Actual

Year ended September 30, **2015**

	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget (Unaudited)	Variance Favorable (Unfavorable) (Unaudited)
Operating revenues					
Lease fees					
Commercial	$ 5,681,939	$ -	$ 5,681,939	$ 4,792,511	$ 889,428
Residential	2,722,526	-	2,722,526	2,727,375	(4,849)
Interest income	35,938	-	35,938	-	35,938
Other operating revenue	241,290	-	241,290	-	241,290
Total operating revenues	8,681,693	-	8,681,693	7,519,886	1,161,807
Operating expenses					
Personal services	3,467,825	-	3,467,825	3,926,121	458,296
Contractual and professional services	424,236	-	424,236	768,594	344,358
Supplies	284,122	-	284,122	428,520	144,398
Repairs and maintenance	66,136	-	66,136	88,860	22,724
Utilities	321,164	-	321,164	409,972	88,808
Advertising and promotion	605,995	-	605,995	723,100	117,105
Capital outlay	497,363	407,990	905,353	1,817,000	911,647
Other operating expense	491,246	-	491,246	633,240	141,994
Total operating expenses before depreciation	6,158,087	407,990	6,566,077	8,795,407	2,229,330
Depreciation	1,096,936	(1,096,936)	-	-	-
Total operating expenses	7,255,023	(688,946)	6,566,077	8,795,407	2,229,330
Operating income (loss)	1,426,670	688,946	2,115,616	(1,275,521)	3,391,137
Non-operating revenues (expenses)					
Federal grant projects revenue	1,968,216	-	1,968,216	-	1,968,216
Federal grant projects expense	(1,968,216)	-	(1,968,216)	-	(1,968,216)
State grant projects revenue	200,088	-	200,088	-	200,088
Deepwater Horizon Oil Spill income	420,109	-	420,109	-	420,109
Beach re-nourishment expenses	(161,136)	-	(161,136)	-	(161,136)
Island improvement funds	(712,711)	-	(712,711)	-	(712,711)
Payments to Escambia County - Fire and rescue	(200,000)	-	(200,000)	(200,000)	-
Interest expense	(119,752)	-	(119,752)	-	(119,752)
Other income	46,366	-	46,366	50,000	(3,634)
Net non-operating revenues (expenses)	(527,036)	-	(527,036)	(150,000)	(377,036)
Change in net position	$ 899,634	$ 688,946	$ 1,588,580	$ (1,425,521)	$ 3,014,101

(continued)

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedules of Operating Revenues and Expenses – Budget and Actual
(Continued)

Year ended September 30, **2014**

	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget (Unaudited)	Variance Favorable (Unfavorable) (Unaudited)
Operating revenues					
Lease fees					
Commercial	$ 5,154,036	$ -	$ 5,154,036	$ 4,588,036	$ 566,000
Residential	2,782,466	-	2,782,466	2,727,375	55,091
Interest income	30,730	-	30,730	-	30,730
Other operating revenue	254,128	-	254,128	-	254,128
Total operating revenues	8,221,360	-	8,221,360	7,315,411	905,949
Operating expenses					
Personal services	3,463,238	-	3,463,238	3,936,291	473,053
Contractual and professional services	447,298	-	447,298	749,800	302,502
Supplies	319,351	-	319,351	423,020	103,669
Repairs and maintenance	79,094	-	79,094	88,860	9,766
Utilities	282,236	-	282,236	403,972	121,736
Advertising and promotion	806,556	-	806,556	920,500	113,944
Capital outlay	320,725	484,263	804,988	1,097,400	292,412
Other operating expense	480,805	-	480,805	701,264	220,459
Total operating expenses before depreciation	6,199,303	484,263	6,683,566	8,321,107	1,637,541
Depreciation	1,079,097	(1,079,097)	-	-	-
Total operating expenses	7,278,400	(594,834)	6,683,566	8,321,107	1,637,541
Operating income (loss)	942,960	594,834	1,537,794	(1,005,696)	2,543,490
Non-operating revenues (expenses)					
State grant projects revenue	51,300	-	51,300	-	51,300
BP Exploration & Production grant projects revenue	145,083	-	145,083	-	145,083
BP Exploration & Production grant projects expense	(145,067)	-	(145,067)	-	(145,067)
Beach re-nourishment expenses	(112,100)	-	(112,100)	-	(112,100)
Island improvement funds	(535,585)	-	(535,585)	-	(535,585)
Payments to Escambia County -					
Pledged revenues	(350,000)	-	(350,000)	(600,000)	250,000
Fire and rescue	(200,000)	-	(200,000)	(200,000)	-
Interest expense	(2,905)	-	(2,905)	-	(2,905)
Other income	41,879	-	41,879	50,000	(8,121)
Net non-operating revenues (expenses)	(1,107,395)	-	(1,107,395)	(750,000)	(357,395)
Change in net position	$ (164,435)	$ 594,834	$ 430,399	$ (1,755,696)	$ 2,186,095

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill

Year ended September 30, 2015

Source	Amount Received in the 2014 - 2015 Fiscal Year	Amount Expended in the 2014 - 2015 Fiscal Year
British Petroleum:		
Claim Nos. 17-170221-05-1, 17-170221-05-3, 17-170221-05-4	$ 420,109	$ 420,109

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2015

Federal Pass-through Grantor Federal ProgramTitle	CFDA Number	Contract Number	Total Expenditures
Federal Awards			
U.S. Department of Interior			
Natural Resource Damage Assessment, Restoration and Implementation	15.658	F14AC01123	$ 312,471
Total U.S. Department of Interior			312,471
Federal Emergency Management Agency			
Passed through State of Florida Department of Emergency Management			
Severe Repetitive Loss Grant Program	97.110	SRL2012-002	1,655,978
Total U.S. Department of of Health and Human Services			1,655,978
Total expenditures of federal awards			**$ 1,968,449**

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of Santa Rosa Island Authority under programs of the federal government for the year ended September 30, 2015. The information in this schedule is presented in accordance with requirements of the Office of Management and Budget (OMB) Circular A-133. Because the schedule presents only a selected portion of the operations of Santa Rosa Island Authority, it is not intended to and does not present the financial position, changes in net assets or cash flows of Santa Rosa Island Authority

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, Cost Principles for Non-Profit Organizations, wherein certain types of expenditures are not allowable or are limited as to reimbursements.

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Santa Rosa Island Authority
Pensacola, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Santa Rosa Island Authority (hereinafter referred to as the "Authority"), as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated June 16, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a deficiency in internal control, IC 2007-001, described in the accompanying schedule of findings and questioned costs that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Santa Rosa Island Authority's Response to Findings

Santa Rosa Island Authority's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs on page 51. Santa Rosa Island Authority's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
June 16, 2016

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors
Santa Rosa Island Authority
Pensacola, Florida

Report on Compliance for Each Major Federal Program

We have audited Santa Rosa Island Authority's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have direct and material effect on each of Santa Rosa Island Authority's major federal programs for the year ended September 30, 2015. Santa Rosa Island Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Santa Rosa Island Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Santa Rosa Island Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Santa Rosa Island Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, Santa Rosa Island Authority, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2015.

Report on Internal Control over Compliance

Management of Santa Rosa Island Authority, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Santa Rosa Island Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Santa Rosa Island Authority's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
June 16, 2016

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Findings and Questioned Costs
Federal Programs
For the Year Ended September 30, 2015

SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unmodified opinion on the financial statements of Santa Rosa Island Authority.

2. One material weakness related to the audit of the financial statements is reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based On An Audit of Financial Statements Performed in Accordance with *Government Auditing Standards.*

3. No instances of noncompliance material to the financial statements of Santa Rosa Island Authority, which would be required to be reported in accordance with *Government Auditing Standards,* were disclosed during the audit.

4. No material weaknesses in internal control over major federal award programs are reported in the Report on Compliance with Requirements That Could Have a Direct and Material on Each Major Federal Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133.

5. The auditor's report on compliance for the major federal awards for Santa Rosa Island Authority expresses an unmodified opinion.

6. Audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in this Schedule.

7. The following were tested as major programs or projects:

Federal Program	CFDA #	Expenditures
Natural Resource Damage Assessment, Restoration and Implementation	**15.658**	$ 312,471
Severe Repetitive Loss Grant Program	**97.110**	1,655,978

8. The threshold for distinguishing Type A and B programs/projects was $300,000 for major federal programs.

9. Santa Rosa Island Authority did not qualify as a low-risk auditee pursuant to OMB Circular A-133.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)
Schedule of Findings and Questioned Costs
Federal Programs
For the Year Ended September 30, 2015

Findings Related To The Financial Statements That Are Required To Be Reported Under Generally Accepted Government Auditing Standards (GAGAS)

The results of our audit of Santa Rosa Island Authority disclosed a finding required to be reported in accordance with GAGAS. Finding 2007-001 is detailed on page 51.

Findings And Questioned Costs For Major Federal Programs And For Major State Projects

The results of our audit of Santa Rosa Island Authority disclosed no findings required to be reported under the provisions of OMB Circular A-133, *Audits of States, Local Governments, Non-Profit Organizations*.

Finding IC2007-001: Financial Reporting

Criteria: Rules 10.557(3)(i) and 10.556(3) of the Florida Auditor General, along with other rules and laws, require that the Authority's financial statements be in accordance with the GASB *Codification of Governmental Accounting and Financial Reporting Standards*. The statements should be prepared in accordance with generally accepted accounting principles (GAAP).

Condition: One of the principal methods that a government uses to document accountability for public resources it receives and uses is by the information included in its financial statements. As such, Authority personnel should ensure that the financial information is accurate. During our audit procedures, while most areas were prepared accurately and correctly, audit adjusting entries were required to correct certain items. These include:

- The Authority did not record the principal payments made on the loan from Escambia County against the liability.

- The balances for grant revenue, deferred revenue and grant receivables were not adjusted to account for current year activity.

Cause: The above adjustments occurred mainly as a result of simple errors. We were able to identify the necessary adjustments during our audit procedures to ensure the Authority's financial statements and supplementary information were properly reported, and Authority personnel accepted these adjustments. However, our audit procedures cannot substitute for management's responsibility to ensure that the Authority's financial statements are completely accurate.

Effect: The Authority's financial statements could contain inaccuracies.

Recommendation: The Authority should improve its financial reporting procedures to ensure that financial statement account balances and transactions are properly reported. Such procedures may include enhanced review to ensure accuracy of the financial statements.

Management's response: The costs of internally preparing the financial statements outweigh the benefit; therefore the Authority will continue to have Carr, Riggs & Ingram, LLC assist in drafting the financial statements.

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MANAGEMENT LETTER

To the Board of Directors and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of the Santa Rosa Island Authority ("Authority") as of and for the fiscal year ended September 30, 2015, and have issued our report thereon dated June 16, 2016.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* Independent Auditor's Report on Compliance for Each Major Program and Internal Control over Compliance required by OMB Circular A-133; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated June 16, 2016, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The item identified as IC2007-001 in the auditor's report on internal control over financial reporting and compliance was included in the preceding annual audit report. The Authority has determined that correcting the weakness noted in the prior year is not a cost-effective use of resources. This comment was also included in the second preceding fiscal year audit report. The Authority's response to the comment identified in our audit is described on page 51.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
June 16, 2016

CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

(850) 837-3141
(850) 654-4619 (fax)
CRIcpa.com

INDEPENDENT ACCOUNTANT'S REPORT

To the Board Members and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

We have examined Santa Rosa Island Authority's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2015. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2015.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
June 16, 2016

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-10550 **Clerk & Comptroller's Report 11. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 07/07/2016
Issue: Acceptance of Documents Provided to the Clerk to the Board's Office
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. An appeal of the Escambia County Contractor Competency Board's decision of June 1, 2016, in the Case of Donna G. Jenkins v. Thimothy K. Sowell d/b/a Tim Sowell Roofing, Inc., filed by Donna G. Jenkins, and received in the Clerk to the Board's Office on June 20, 2016;

B. The *General Release and Hold Harmless Agreement*, based on the Board's action of November 2, 2006, regarding the settlement of Rodney and Eunice Williams v. Escambia County, Case No.: 2003 CA 729, and Escambia County v. Rodney Williams, Case No.: CE 2000-09-0153; and

C. The *General Release and Hold Harmless Agreement*, based on the Board's action of July 22, 2004, regarding the settlement of Republic Toll Systems, Inc., d/b/a Intertoll USA v. Escambia County, Florida, a political subdivision of the State of Florida, Case No.: 2004 CA 000830.

Attachments

Donna Jenkins Appeal
20061102 CAT I-5
20040722 CAT I-1

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

MEMORANDUM

TO: Jack R. Brown, County Administrator

FROM: Pam Childers
Clerk of the Circuit Court & Comptroller

By:
Liz Carew
Clerk to the Board

DATE: June 21, 2016

RE: Appeal of the Escambia County Contractor Competency Board's Decision in the Case of Donna G. Jenkins v. Thimothy K. Sowell d/b/a Tim Sowell Roofing, Inc.

This is to advise you that on June 20, 2016, the Clerk to the Board's Office received an *Initial Appellate Brief* from Donna G. Jenkins, appealing the Escambia County Contractor Competency Board's June 1, 2016, decision in the Case of Donna G. Jenkins v. Thimothy K. Sowell d/b/a Tim Sowell Roofing, Inc.

In accordance with Chapter 18, Article II, Division 2, Section 18-59(a), of the Escambia County Code of Ordinances, within 20 days of the filing of the Petition, the Board of County Commissioners (BCC) shall issue an order providing for a notice and time of Hearing on the claim of the Petitioner before the BCC at its next regular meeting. A copy of the Brief is attached.

Should you require additional information, please contact me by phone at (850) 595-3917 or by email at lcarew@escambiaclerk.com.

LFC/
Attachments

pc: Alison Rogers, County Attorney (with attachments)
Barbara Ellis-Wiggins, Assistant County Attorney (with attachments)
Jennifer Hampton, Secretary, Contractor Competency Board (with attachments)

IN THE COUNTY COURT OF
THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

DONNA G. JENKINS,
Complainant,
-VS-

CASE NO.: COM1150800026

THIMOTHY K. SOWELL d/b/a: TIM SOWELL ROOFING, INC.
a/k/a d/b/a: SOWELL ROOFING, INC.
TIMOTHY SOWELL
TIM SOWELL

Contractor,

_____/

INITIAL APPELLATE BRIEF

June 20, 2016

2016 JUN 20 P 3:49
CLERK OF THE CIRCUIT COURT
COUNTY COURTS

Dear Commissioners:

This letter is to request an appeal to overturn or to stay the decision made by the Escambia County Contractors Competency Board Members, (hereinafter referred to as the "Board" and/or the CCB), pursuant to Subsection 489.131 (7) Florida Statutes, and Article II of Chapter 18 of the Escambia County Code of Ordinances.

On April 7, 2016 the Board of County Commissioners, (BCC), ruled in my favor and remanded my case back to the CCB. My case was heard by the CCB on May 4, 2016 and on that date I turned in for review 3-Independent Roof Inspection Reports, 2- Judgement liens totaling approx. $220,000.00 for just those two. I also have approximately another $110,000.00 but I can't guaranty that I have not allowed something to be counted twice because it gets tricky when you are seeing the same reports coming through the judicial system.

I am growing tired of this situation because the CCB told me, after Mr. Mayo cancelled building inspection on my home that the competency board ordered, that they do not inspects on any job that's under 4 bldg. sq. So I got a private roof inspection, which was Pensacola Insurance Inspections which revealed the squares as 5.225, the other reports that I turned in was 5.112 and 7.19 building squares and I have been told they you won't inspect unless it's over 4 building squares. Then it changed to 5 squares. My discuss with this whole system is all of my reports are over 5 building squares. Therefore Mr. Sowell is required to pull a building

And he did not. Plus I have 489.129 (a) still being reviewed by the county attorneys yet my case is dismissed again. I don't know what to do. I don't know what to say. The men at the CCB don't want me back.

Donna Justice

COUNTY ATTORNEY'S REPORT – Continued

I. FOR DISCUSSION – Continued

5. Rodney and Eunice Williams v. Escambia County

Motion made by Commissioner White, seconded by Commissioner Dickson, and carried unanimously, taking the following action concerning the Settlement of Rodney and Eunice Williams v. Escambia County, (Case No.: 2003 CA 729 and 1D06-3301), and Escambia County v. Rodney Williams (Case No.: CE 2000-09-0153):

A. Authorizing, subject to Legal sign-off, the purchase of approximately 1.22 acres located at the corner of Midas and Muldoon Roads from Rodney and Eunice Williams, for a purchase price of $56,000, in settlement of the above-referenced disputes, with closing costs being paid substantially in accordance with the Settlement Statement provided with this recommendation;

B. Authorizing the purchase of title insurance and payment of incidental closing costs, not otherwise allocated, to be paid by the Seller on the Settlement Statement;

C. Approving the funding for completion of all inspections required by Section 46-139, of Escambia County Code of Ordinances, and directing the County Administrator and the appropriate County departments to complete those inspections as soon as possible and prior to closing; and

D. Authorizing the Chairman to execute all documents necessary to complete the purchase and settlement.

GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

I. GENERAL RELEASE OF ALL CLAIMS

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this Release would not be executed and delivered by Rodney Williams and Eunice Williams (hereinafter Williams), nor accepted by Escambia County, Florida (hereinafter County), and of the benefits and advantages anticipated by Williams and by County from the compromise and settlement of these claims and this action, and in consideration of the sum of Fifty Six Thousand Dollars ($56,000.00), jointly, Rodney Williams and Eunice Williams, for all damages claimed, and for all attorney's fees claimed, in hand paid by County, the receipt of which is hereby acknowledged, Williams have acquitted, released, exonerated and discharged, and does hereby acquit, release, exonerate and discharge County, its successors, legal representatives, agents and assigns, of and from any and all obligation, liability or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of or growing or arising out of the events of County's code enforcement proceedings under Case No. 2000-09-0153 and the construction of a temporary stormwater retention pond, including (but not by these specific references excluding any other elements of obligation, liability or responsibility in respect of these occurrences) all damages, claims, losses, costs, interest, attorneys fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing, resulting directly or indirectly, proximately or remotely, from all and any of the matters and things embraced in the above claims and which

were brought or could have been brought in the action styled: RODNEY WILLIAMS and EUNICE WILLIAMS, Plaintiffs versus ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, Defendant, Case No. 2003-CA-729, pending in the First Judicial Circuit Court of Escambia County, Florida, and the appeal styled RODNEY WILLIAMS and EUNICE WILLIAMS, Appellants versus ESCAMBIA COUNTY, FLORIDA, Appellee, Case No. 1D06-3301, pending in the First District Court of Appeal and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefor. Each party bears their own costs and attorney's fees as well as all expert witness fees.

The hereinabove recited considerations are the full, complete and entire consideration for this Release, and there is no agreement, oral or written, express or implied, whereby Williams are to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever from County for or on account of any other matter, Williams hereby agree that they will not, and that their heirs, legal representatives, agents and assigns shall not, hereafter file or institute in any court any other suit or make or file any claims against County, or its successors, agents, legal representatives, agents or assigns for or on the account of or in respect of these claims or any of the matters and things alleged in this action or the pending appeal, and that to any other suit or action which nevertheless may be hereafter brought, on account of, in respect of, any of the matters and things involved in these claims and in this action this Release shall be a complete and conclusive defense. It is

understood that payment of the consideration for this Release in no way constitutes an admission of liability, but is made by way of a compromise of a disputed claim.

II. INDEMNIFICATION AND DUTY TO DEFEND

Williams further promise, for the aforesaid consideration, to bind themselves, jointly and severally, their heirs, administrators and executors to repay to County and its successors and assigns, receivers, trustees or administrators for any claim, loss, damage, expense, cost, or any sum of money whatsoever, except the sum above mentioned, that County may hereafter be compelled to pay arising out of or in connection with the above litigation. These costs and expenses shall specifically include attorney's fees, cost of defending any suit, action or actions in law or equity, satisfaction of liens or claims of mortgages, mechanic's or construction lien holders, and any claim or demand asserted by Zenaida Palacios who entered into a contract with Williams to purchase the property, which contract was terminated after County and Williams reached this settlement. In addition, the duty to defend and indemnify County will include any claim or demand arising out of or in connection with Williams' placement of soil or other fill material on the property, including any claim brought by or demand asserted by the Florida Department of Environmental Protection or any federal agency; however, excluded from the duty to defend and indemnify County are any claims or demands asserted by any federal or state agency that County failed to obtain any permit required for construction of the retention pond on the property. Furthermore, Williams will defend and indemnify County from any claim asserted by any owner of property adjacent to Williams' property for flooding of their property alleged to have been caused by action of Williams that blocked the drainage pipe that crossed under

Midas Road to the Williams property. Furthermore, although Williams is not aware of any claim of personal injury arising from or in connection with Williams ownership of the property, Williams will defend and indemnify County against any claim or demand asserted by a third party that such injury was caused by Williams' negligent or intentional conduct.

III. OTHER TERMS

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the agreement made is not and does not have the effect of any admission of liability or damages by the County, and that it denies liability and intends merely to avoid litigation and buy its peace.

To secure this settlement and the payment of the above sum, Williams hereby declare that they are over twenty-one (21) years of age, and that they rely wholly upon their own judgment, belief and knowledge of the nature and extent of all damages and financial losses sustained by them, and that no representation or statements about them made by their retained experts or agents of the County have influenced them in making, or induced them to enter into this settlement and make this Release of All Claims and Hold Harmless Agreement. Williams understand that the damages, and financial losses sustained or claimed by them to have been sustained as the proximate result of the incidents or proceedings of the code enforcement proceedings under Case No. 2000-09-0153 and the construction of a temporary stormwater retention pond, may be permanent or unknown, and in making this Release of All Claims and Hold Harmless Agreement, Williams rely wholly upon their own judgment, belief and knowledge of the nature, extent and duration of all of said financial losses and all damages arising

therefrom. Williams further declare that they do not suffer from any mental or physical disability which would disable them from executing this Release of All Claims and Hold Harmless Agreement and that they have had the benefit of advice from their own counsel.

Williams have read this Release of All Claims and Hold Harmless Agreement and understand the purport, tenor and effect of this Agreement. It contains and sets forth the entire Agreement between the parties hereto, and there is no part of the Agreement between them in respect of the premises which is not fully, completely, accurately and truly set forth herein.

IN WITNESS WHEREOF, we, Rodney Williams and Eunice Williams have hereunto set our hands and seals at Pensacola, Escambia County, Florida, this 24th day of January, 2007.

We have read this RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT and fully understand it.

[REMAINDER OF PAGE IS BLANK]

Signed, sealed and delivered in the presence of:

Jane W. Ryley
Witness

Brenda B. Boutwell
Witness

Rodney Williams
RODNEY WILLIAMS

STATE OF FLORIDA)
COUNTY OF Escambia)

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State of Florida and Escambia County aforesaid to take acknowledgments, personally appeared Rodney Williams, who, after being first duly sworn, upon his oath, deposes and says that he is the person described herein and that he executed the foregoing RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT, in the presence of two subscribing witnesses, for the purposes stated therein, and acknowledged that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Florida and Escambia County last aforesaid, this 24th day of January, 2007.

NOTARY PUBLIC
BRENDA B. BOUTWELL
State of Florida
My Comm. Exp. Aug. 6, 2010
Comm. # DD 538303

Brenda B. Boutwell
Notary Public
Commission number: DD 538303
My commission expires: Aug 6, 2010

Signed, sealed and delivered in
the presence of:

Witness

Witness

EUNICE WILLIAMS

STATE OF FLORIDA)
COUNTY OF Escambia)

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State of Florida and Escambia County aforesaid to take acknowledgments, personally appeared Eunice Williams, who, after being first duly sworn, upon her oath, deposes and says that she is the person described herein and that she executed the foregoing RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT, in the presence of two subscribing witnesses, for the purposes stated therein, and acknowledged that she executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Florida and Escambia County last aforesaid, this 24th day of January, 2007.

Notary Public
Commission number: DD 538303
My commission expires: Aug 6, 2010

NOTARY PUBLIC
BRENDA B. BOUTWELL
State of Florida
My Comm. Exp. Aug. 6, 2010
Comm. # DD 538303

COUNTY ATTORNEY'S REPORT – Janet Lander, County Attorney

I. FOR DISCUSSION

1. Recommendation: That the Board approve a settlement of a lawsuit *(Republic Toll Systems, Inc., d/b/a Intertoll USA, v. Escambia County, Florida, a political subdivision of the State of Florida; Case Number 2004-CA-000830)* in which Escambia County will pay to Republic Toll Systems, Inc., d/b/a Intertoll USA and Intertoll (pty) Ltd., the sum of $14,000, in exchange for a General Release of all claims and Hold Harmless Agreement.

   Approved 5-0

2. Recommendation: That the Board direct the County Attorney's Office to initiate the appropriate legal action to compel the removal of a boardwalk that was illegally constructed within a County pedestrian easement at the eastern terminus of Sandy Key Drive.

   Approved 5-0 to authorize County Attorney Lander to initiate appropriate legal action if she determines that the documentation provided to Assistant County Attorney Stephen West today by Kenneth Brown is not in order, upon being advised by County Attorney Lander that no action will be taken if the required documentation has been provided

3. Recommendation: That the Board direct the County Attorney's Office not to appeal the Order of the Environmental Code Enforcement Special Master *(regarding a holding pond in West Lake Subdivision that was found to be in violation of various County Ordinances)*, issued on June 3, 2004, in the Case of *Escambia County, Florida, v. Estate of C. R. Higdon, III,* Case Number CE 02-08-0099.

   Approved 5-0

GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

I. GENERAL RELEASE OF ALL CLAIMS

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this Release would not be executed and delivered by Republic Toll Systems, Inc. d/b/a Intertoll USA (hereinafter, Republic), and Intertoll (Pty) Ltd (hereinafter, Intertoll (Pty)), nor accepted by Escambia County, Florida (hereinafter County), and of the benefits and advantages anticipated by Republic and Intertoll (Pty) and by County from the compromise and settlement of these claims and this action, and in consideration of the sum of Fourteen Thousand Dollars ($14,000.00), Republic and Intertoll (Pty), for all damages claimed, in hand paid by County the receipt of which is hereby acknowledged, Republic and Intertoll (Pty) have acquitted, released, exonerated and discharged, and does hereby acquit release, exonerate and discharge County, its successors, legal representatives, agents and assigns, of and from any and all obligation, liability or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of or growing or arising out of the contract for operation, management, and maintenance of the Bob Sikes Bridge Toll facility, including (but not by these specific references excluding any other elements of obligation, liability or responsibility in respect of these occurrences) all damages, claims, losses, costs, interest, attorneys fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing, resulting directly or indirectly, proximately or remotely, from all and any of the matters and things embraced in the above claims and which were brought or could have been brought in the action styled: REPUBLIC TOLL SYSTEMS, INC. d/b/a INTERTOLL USA v. ESCAMBIA COUNTY, a political subdivision of the STATE OF FLORIDA, pending in the First Judicial Circuit Court of Escambia County, Florida under Case No. 2004-CA-000830, and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefor. Each party bears its own costs and attorney's fees as well as all expert witness fees.

The hereinabove recited considerations are the full, complete and entire consideration for this Release, and there is no agreement, oral or written, express or implied, whereby

Republic and Intertoll (Pty) are to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever from County for or on account of any other matter, Republic and Intertoll (Pty) hereby agree that they will not, and that its successors, legal representatives, agents and assigns shall not, hereafter file or institute in any court any other suit or make or file any claims against County, or its successors, agents, legal representatives, or assigns for or on the account of or in respect of these claims or any of the matters and things alleged in this action, and that to any other suit or action which nevertheless may be hereafter brought on, account of, in respect of, any of the matters and things involved in these claims and in this action this Release shall be a complete and conclusive defense. It is understood that payment of the consideration for this Release in no way constitutes an admission of liability, but is made by way of a compromise of a disputed claim.

II. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Republic and Intertoll (Pty) agree to hold County free and harmless from and to indemnify County and its successors and assigns, receivers, trustees, or administrators, against any claim, brought by any third party seeking entitlement to or payment of all or any portion of the settlement amount paid by County to Republic or to Intertoll in connection with the contract described above.

III. OTHER TERMS

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the agreement made is not and does not have the effect of any admission of liability or damages by the County, and that it denies liability and intends merely to avoid litigation and buy its peace.

Republic and Intertoll (Pty), through its authorized agents have read this Release of All Claims and Hold Harmless Agreement and understand the purport, tenor and effect of this Agreement. It contains and sets forth the entire Agreement between the parties hereto, and there is no part of the Agreement between them in respect of the premises which is not fully, completely, accurately and truly set forth herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this General Release and Hold Harmless Agreement on the respective dates under each signature; Republic Toll Systems, Inc. d/b/a Intertoll USA, signing by and through its _____ duly authorized to execute same, this _____ day of _____, 2004.

Signed, sealed and delivered in the presence of:

REPUSLIC TOLL SYSTEMS, INC. d/b/a INTERTOLL USA

_____ By: _____

Witness

_____ TITLE: _____

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2004, by _____, as _____ for Republic Toll Systems, Inc. d/b/a Intertoll USA, who is personally known to me, or who produced current (Florida/*Other* _____) driver's license as identification.

_____

Signature of Notary Public

_____

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this General Release and Hold Harmless Agreement on the respective dates under each signature;

Intertoll (Pty) Ltd, signing by and through its FINANCE DIRECTOR duly authorized to execute same, this 14th day of SEPTEMBER 2004.

Signed, sealed and delivered in the presence of:

INTERTOLL (PTY) LTD.

Witness

By: JONATHON WADE HILLARY.

Witness

TITLE: FINANCE DIRECTOR

STATE OF GAUTENG

COUNTY CF REPUBLIC OF SOUTH AFRICA.

The foregoing instrument was acknowledged before me this 14 day of September 2004, by Notary Public Brian Frank, as

for Intertoll (Pty) Ltd who is personally known to me, or who produced current (Florida/*Other* _____) driver's license as identification.

Signature of Notary Public

Brian Frank

Name of Notary Printed

My Commission Expires: N/A

Commission Number: N/A

Signed, sealed and delivered in the presence of:

REPUBLIC TOLL SYSTEMS, INC. d/b/a INTERTOLL USA

Michelle L Mull
Witness

By: Dil Lambeck

TITLE: Co. Secretary

Witness

STATE OF Tennessee
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 17 day of September, 2004, by David Lambeck, as Co. Secretary for Republic Toll Systems, Inc. d/b/a Intertoll USA, who is personally known to me, or who produced current (Florida/*Other* _____) driver's license as identification.

Michelle L Mull
Signature of Notary Public

Michelle L. Mull
Name of Notary Printed
My Commission Expires: 10/14
Commission Number

MICHELLE L. MULL NOTARY PUBLIC AT LARGE HAMILTON COUNTY, TENNESSEE

IN WITNESS WHEREOF, the parties hereto have made and executed this General Release and Hold Harmless Agreement on the respective dates under each signature; Intertoll (Pty) Ltd, signing by and through its Co. Secretary, duly authorized to execute same, this 17 day of September, 2004.

EMMANUAL SHEPPARD Fax:8504345856 Sep 3 2004 8:07 P.08

AI-10518 **Clerk & Comptroller's Report 11. 5.**
BCC Regular Meeting **Consent**
Meeting Date: 07/07/2016
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 9, 2016;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 16, 2016;

C. Approve the Minutes of the Regular Board Meeting held June 16, 2016; and

D. Approve the Minutes of the Special Board Meeting held June 21, 2016.

Attachments

20160609 CW Workshop
20160616 Agenda Work Session

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JUNE 9, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:07 a.m. – 11:06 a.m.)

Present: Commissioner Grover C. Robinson, IV, Chairman, District 4
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Commissioner Steven L. Barry, District 5
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

   Chairman Robinson called the Committee of the Whole (C/W) Workshop to order at 9:07 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on June 4, 2016, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule June 6 – June 10, 2016, Legal No. 1658884*.

3. Jail Update

   A. Board Discussion – The C/W was advised by County Administrator Brown that this item has been dropped from the agenda; and

   B. Board Direction – None.

AGENDA NUMBER – Continued

4. Escambia County Area Transit (ECAT)/Paratransit

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Transit Budget*, presented by Joy Blackmon, Director, Public Works Department, who advised that staff recommends having First Transit rebid the healthcare contract to ensure the best plan is found, as those costs are passed to the County; and rebid both the Escambia County Community Transportation and the ECAT provider contracts in order to include incentives in the new contracts, which will be brought before the Board for approval; and

   B. Board Direction – The C/W recommends that the Board take the following action concerning the mass transit contracts for Escambia County Area Transit (ECAT) and Escambia County Community Transportation (ECCT) (Paratransit Services):

      (1) Request First Transit re-bid the Healthcare Contract;

      (2) Re-bid the ECCT provider contract as an incentive-based contract, and if the bid costs are higher, re-consider continuing as Community Transportation Coordinator; and

      (3) Re-bid the ECAT provider contract as an incentive-based contract, and if the bid costs are higher, reduce routes.

      Recommended 4-0, with Commissioner Underhill absent

5. Florida-Alabama Transportation Planning Organization (FL-AL TPO) Project Priorities

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County's Major Roadway Capacity Projects*, presented by David Forte, Public Works Department, who advised that the project ranked #7 on the TPO Priority list is actually the first in line, numbers 1 through 6 are "box fund" projects, and gaps in numbering indicate projects in other counties; and

(Continued on Page 3)

AGENDA NUMBER – Continued

5. Continued…

   B. Board Direction – The C/W recommends that the Board request that the Florida-Alabama Transportation Planning Organization include the following projects in the FY 18-22 Projects Priorities Strategic Intermodal System List:

      (1) Blue Angel Parkway, from Gulf Beach Highway to Highway 98, for right of way and construction; and

      (2) I-10/Westbound Nine Mile Road off ramp, for safety and operational improvements.

      Recommended 4-0, with Commissioner Underhill absent

6. Estuary Program Leveraging and Planning Process

   A. Board Discussion – The C/W discussed the potential for establishment of an Estuary Program in Northwest Florida, and the C/W:

      (1) Was advised by Tracie Goodhart, Bay Area Resource Council, that:

         (a) Estuary Programs bring together local, state, and federal agencies, as well as, private-public partnerships for watershed planning;

         (b) The Environmental Protection Agency (EPA) will be releasing a Request For Proposals to award the Program to one estuary in Northwest Florida;

         (c) The $2.2 million awarded by the EPA will be used to develop a Comprehensive Conservation Management Plan (CCMP) to extend upon the current plans already in place, and to stand up the administration part of the program, which will include a Director, Science Coordinator, a Public Outreach and Environmental Coordinator, and a Grant Writer; furthermore, the CCMP can also be used to leverage funds from a variety of funding sources; and

(Continued on Page 4)

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(1) Continued…

(d) A letter of financial commitment to provide continuing support for the program is needed from the Board at this time;

(2) Was advised by Darryl Boudreau, Director of Florida Local Government Relations for The Nature Conservancy, that:

(a) In Pinellas County, every dollar invested by the County resulted in nine dollars from federal grants and other funding sources, so the leveraging opportunity is great;

(b) The Estuary Program identifies specific environmental issues that are creating problems locally, and analyzes the best solution, so when priorities are generated there is already buy-in from state and federal agencies, which is why the leveraging opportunity is so strong; and

(c) The $2.2 million from the EPA will establish the program and administration, but will not be of benefit unless there is a commitment by the Board for continuing support; and

B. Board Direction – The C/W recommends that the Board approve, and authorize the Chairman to sign, a letter to the Environmental Protection Agency supporting the establishment of an Estuary Program for the Pensacola/Perdido Bay watershed.

Recommended 3-0, with Commissioner Underhill and Commissioner May absent

AGENDA NUMBER – Continued

7. Fire Rescue Municipal Services Benefit Unit (MSBU)

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, presented by Mike Weaver, Director, Public Safety Department, and the C/W:

      (1) Was advised by Mr. Weaver that the current MSBU increase request would fully fund fulltime staffing at three fire stations, as well as increase the volunteer firefighter stipends by $150,000, and the Santa Rosa Island Authority (SRIA) will be contributing $200,000 from leaseholder fees to replace the funding previously provided by the SRIA budget to support the Fire/Rescue assets that are exclusively used on the Island; and

      (2) Heard comments from Commissioner Barry concerning whether District 5 could be excluded from this increase because there is no benefit to residents in District 5 since all affected stations are south of I-10; and

   B. Board Direction – The C/W recommends that the Board approve increasing the Mainland Municipal Services Benefit Unit to generate $3,126,501 to provide fulltime staffing at Myrtle Grove, Innerarity Point, and Bellview Fire Stations, and an increase to volunteer firefighter stipends, as proposed *(in the PowerPoint Presentation)*.

      Recommended 4-1, with Commissioner Barry voting "no"

8. Escambia County Disability Awareness Committee

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County's Disability Awareness Committee (ECDAC) Membership Recommendation*, presented by Colby Brown, Deputy Public Works Director, and the C/W:

      (1) Heard comments from Frank Cherry, ECDAC member, concerning the recommendation from the EDAC communicating a need for a larger membership representing a wider variety of disabilities;

      (2) Heard comments from Sherri Myers in favor of more frequent meetings instead of a larger membership;

(Continued on Page 6)

AGENDA NUMBER – Continued

8. Continued…

   A. Continued…

      (3) Heard comments from Warren Jernigan, ECDAC Chairman, concerning his opposition to the recommendation because not all of the committee members understood the recommendation, and ECDAC needs to discuss it further;

      (4) Heard comments from Joy Blackmon, Director, Public Works Department, regarding the process staff undertakes to verify a quorum prior to a meeting and that quarterly meetings are rescheduled for the next month if no quorum is present;

      (5) Agreed that the appointing Commissioner needs to be notified if his appointee is not regularly attending meetings; and

      (6) Requested a roster reflecting the current diversity of disabilities represented on the committee; and

   B. Board Direction – None.

9. Microsoft True-Up Discussion

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Microsoft True Up*, presented by Shawn Fletcher, Director, Information and Technology Department, who advised that the IT Department did not stay current with changes in Microsoft licensing guidelines, maintain an accurate Microsoft license inventory, or properly assess usage and licensure, and, as a result, the County has three options going forward, as follows:

      (1) Option 1, Renewal of Office 365: This option is the most expensive but improves disaster recovery and the Continuing Operations Plan, as well as including $31,000 provided by Microsoft for professional services, which is 50 percent of the initial Cloud costs if this option is implemented prior to June 30, 2016;

(Continued on Page 7)

AGENDA NUMBER – Continued

9. Continued…

   A. Continued…

      (2) Option 2, Renewal Without Cloud: This option provides lower up-front costs and up-to-date Microsoft licensing; however, the long-term costs are higher than Option 1 and it is not as beneficial for disaster recovery;

      (3) Option 3, Renewal of Office With No Updates: This option includes the lowest up-front costs, but will not keep licensure up to date, and another true up will be necessary in the future; and

   B. Board Direction – The C/W recommends that the Board approve Option 1, Renewal of Office 365 *(as presented in the PowerPoint Presentation)*, and direct staff to identify available sources of funding that will enable Escambia County to "true up" with Microsoft and move forward with the County's security plan.

      Recommended 5-0

10. Adjourn

    Chairman Robinson declared the C/W Workshop adjourned at 11:06 a.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JUNE 16, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:10 a.m. – 11:08 a.m.)

Present: Commissioner Grover C. Robinson IV, Chairman, District 4
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
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

Absent: Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2

1. FOR INFORMATION: The agenda for the June 16, 2016, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;

   B. Susan Woolf, General Counsel to the Clerk, reviewed the Clerk's Report;

   C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report;

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

   F. Commissioner Robinson reviewed his add-on items.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10468 **Growth Management Report 11. 1.**
BCC Regular Meeting
Meeting Date: 07/07/2016
Issue: Review of Rezoning Cases Heard by the Planning Board on June 7, 2016
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on June 7, 2016

That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on June 7, 2016:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2016-04 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. Case No.:	**Z-2016-04**
Address:	400 Block of Cummings Road and 29 Cummings Road
Property Reference No.:	35-1S-30-9000-000-008; 35-1S-30-9000-000-010
Property Size:	2.34 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment (25 du/acre. Lodging unit density is not limited by zoning.)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Tom Hammond, Agent for Eric Hovind, with God Quest Inc., Owner
Planning Board Recommendation:	Approval

Speakers:	Tom Hammond
2. Case No.:	**Z-2016-05**
Address:	251 East Johnson Avenue
Property Reference No.:	21-1S-30-2101-001-006
Property Size:	1.95 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Request by:	Wiley C. "Buddy" Page, Agent for Scott D. and Tracy C. Hayes, Owners
Planning Board Recommendation:	**Board voted to continue the case to the next Planning Board Meeting due to the agent having an emergency.**
Speakers:	None

BACKGROUND:

The above cases were owner initiated and heard at the June 7, 2016, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning cases to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning requests.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2016-04

Z-2016-04

Board members have been involved in ex parte communication, they must identify themselves and the communication.

As required by Section 2-7.2 of the Escambia Land Development Code, the Planning Board's recommendation to the Board of County Commissioners shall include consideration of the following six approval conditions. And if we could bring those up on the Board, please.

Consistent with the Comprehensive Plan. The proposed rezoning is consistent with the goals, objectives and policies of the Comprehensive Plan and not in conflict with any of its provisions.

Consistency with the Land Development Code. The proposed rezoning is consistent with the stated purposes and intent of the LDC and is not in conflict with any of its provision.

Compatibility. All land uses, development activities and conditions allowed by the proposed rezoning are compatible with surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time so that no such use, activity or condition negatively impacts the other.

The appropriateness of the rezoning is not

limited to any specific use that may be proposed, but is evident for all permitted uses of the requested rezoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities or conditions.

Changed conditions. The area to which the proposed rezoning would apply has changed or is changing to such a degree that it is in the public's interest to encourage new uses, density or intensity throughout the area of the rezoning.

Development patterns. The proposed rezoning would contribute to or result in logical, orderly development patterns.

And lastly, the effect on the natural environment. The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

At the beginning of our case, as long as there are no objections from the applicant, we'll allow the staff to present location and zoning maps, as well as photos of the property.

Then we will hear from the applicant and any witnesses that they may wish to call. Then we will hear from the staff and any witnesses that they may

wish to call. Finally we will hear from those members of the public who have filled out a speaker request form.

(Transcript continues on Page 16.)

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CASE NO: Z-2015-04

Applicant: Tom Hammond, Agent for Eric Hovind, with God Quest, Inc.,
Address: 400 Block of Cummings Road and 29 Cummings Road
Property Size: 2.34 (+/-) acres

From: MDR, Medium Density Residential District (10 du/acre)

To: HC/LI-NA, Heavy Commercial and Light Industrial District, Prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment (25 du/acre. Lodging unit density is not limited by zoning.)

MR. BRISKE: All right. At this time we obviously just have one case today. The first rezoning application case is Case Z-2016-04. This is Tom Hammond acting as the agent for Eric Hovind with God Quest, Incorporated, who is the owner, the 400 block of Cummings Road and 29 Cummings Road, 2.34 plus/minus acres, from Medium Density Residential, ten dwelling units an acre, to HC/LI-NA, Heavy Commercial Light Industrial District, prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment, 25 dwelling units per acre. Lodging unit density is not limited by zoning.

At this time I'm going to ask our Board members

VOID

VOID

if there's been any ex parte communication between you, the applicant, applicant's agent, attorney, witnesses, fellow Planning Board members or anyone from the general public? I'll also ask if you have visited the subject site, and disclose if you are a relative or business associate of any of the parties.

At this time, good morning, Ms. Oram, our Navy representative.

08:50AM MS. ORAM: Good morning. No to all.

MR. BRISKE: Thank you. Ms. Hightower.

MS. HIGHTOWER: Good morning. No to all.

MR. PYLE: No to all. I'm familiar with the location of the site.

08:50AM MR. BRISKE: The Chairman. No to all.

MR. TATE: Mr. Chairman, I have had ex parte communications with my employer who is located within the 500-foot radius on several different pieces of property, and because of the nature of

08:51AM this it came to me and I was asked and I gave them my opinion and that's why there's no one here from that institution today. But also as part of the applicant's presentation to us there are parcels that are used as part of their reasoning for the

08:51AM approval. As a result I think I need to recuse

myself, but I do retain my right to participate in the discussion.

MR. BRISKE: All right. Before we move on we'll need to get Mr. Tate -- you have the

08:51AM document -- complete the document.

As the rules state he will not be voting on this, but he will be able to participate because he has a great deal of knowledge about our codes and plans so we would like for him to continue to

08:52AM participate.

Mr. Wingate.

MR. WINGATE: No communication.

MR. BRISKE: Have you visited the subject site?

MR. WINGATE: Pardon?

08:52AM MR. BRISKE: Have you visited the site?

MR. WINGATE: I did not visit the site. I am very familiar with the subject site.

MR. BRISKE: Thank you, Mr. Wingate, Mr. Rushing?

08:52AM MR. RUSHING: No to all.

MR. BRISKE: I'll remind the Board members to please speak into your microphone because they are recording the proceedings today.

Staff, was notice of this hearing sent to all

08:52AM interested parties?

MS. MEADOR: Yes, sir.

MR. BRISKE: And was that notice of hearing correctly posted on the subject property?

MS. MEADOR: Yes, sir.

08:52AM MR. BRISKE: Mr. Hammond, any opposition to the staff presenting the maps and photography? Okay. At this time we'll have the staff present all of that information.

(Presentation of Maps and Photography.)

08:52AM MS. CAIN: Good morning. Allyson Cain. This is Z-2016 04.

MR. BRISKE: Would you state your position for the record?

MS. CAIN: Allyson Cain, Urban Planner with

08:53AM Planning and Zoning.

This is the location map showing the item in red is the subject parcel. This is the 500-foot zoning map showing the current zoning of Medium Density Residential surrounded by HC/LI, which is

08:53AM Heavy Commercial and Light Industrial and Commercial zoning. This is the Future Land Use of Mixed Use Urban. This is the existing land use map showing the surrounding parcels. This is the aerial photo of the site. This is the CRA overlay. It's in the

08:53AM Oakfield Community Overlay.

This is our public notice sign on the site. This is looking at the subject property. This is another view of the subject property. Here again it's the right side of the subject property along

08:54AM Cummings Road, which goes all the way back to Old Palafox. This is looking north from the subject property on Cummings Road. This is looking at the residence next to the subject property. This is another site picture along Cummings Road to the

08:54AM right of the subject property at the curve. This is looking to the east along Cummings Road, which is actually a dead-end road. This is south along Cummings Road from the subject property. Looking across Cummings at the residence across the street.

08:54AM This is the public hearing sign that we posted on Oleander Drive next to the entrance of the property. This is looking onto the subject property from Oleander. This is again looking at the adjoining parcel on Oleander. This is looking east

08:54AM along Oleander. This is looking across the street from the subject property on Oleander. This is looking west along Oleander which is towards Old Palafox. This is looking east into the back side. This is from Old Palafox. This is another view to

08:55AM show you how large the parcel is. This is our

500-foot radius map that was gathered from Chris Jones, Property Appraiser. This is our 500-foot mailing list that we send out and that's the end of our presentation.

08:55AM MR. BRISKE: Thank you, Allyson.

Mr. Hammond, good morning. Sir, we'll ask you to be sworn in and state your name and address for the record, please.

(Tom Hammond sworn.)

08:55AM MR. HAMMOND: Tom Hammond, 3802 North "S" Street.

MR. BRISKE: You know the drill. You've been here many times.

MR. HAMMOND: Yes, sir.

08:55AM MR. BRISKE: Mr. Hammond, have you received a copy of the Rezoning Hearing Package with the Staff's Findings-of-Fact?

MR. HAMMOND: Yes.

MR. BRISKE: And you understand that you have

08:55AM the burden of providing substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan and is not in conflict with the Land Development Code?

08:56AM MR. HAMMOND: Yes, sir.

MR. BRISKE: Thank you, sir. Please proceed.

MR. HAMMOND: For a little bit of history, I think everybody here probably knows this, this is the old Dinosaur Adventure Land property. It was

08:56AM used for commercial prior. It's been defunct for quite sometime. My client has purchased the property back from the federal government. He operates a Christian bookstore and he currently rents and he would like to run his bookstore out of

08:56AM this location.

We came in and talked to staff and staff made the recommendation to which zoning we should go for. That's why we're going with HC/LI. He would probably take any zoning that would allow him to do

08:56AM retail basically.

To try to cut time short here -- we have a lot of people here -- we're in total agreement with Staff's findings. However, we would like to talk about Criterion B, which is the one criterion that

08:57AM staff said we didn't really meet.

If you will go to the staff's findings, we'll start with they talk about Medium Density Residential. At the bottom of that paragraph it says this district allows non-residential

08:57AM uses that are compatible with suburban and urban

residential neighborhoods.

I feel like a small retail bookstore is compatible with that statement in Medium Density Residential.

08:57AM If you will go further to the next page, commercial traffic in residential areas:

No permit, development order, or other approval shall be issued for any proposed commercial use which requests primary, secondary, or limited access onto a local street, if that local street is fronted by more than 50 percent residential zoning.

Well, this street is not. It's exactly 50 percent. One-half of the side of the street is

08:58AM commercial. The other half is MDR.

If you will come on down to LDC 3-2.11(e), which is what they say we do not meet, we don't meet Criterion (1) in their proximity to an intersection. We do not meet site design.

08:58AM However, three is documented compatibility. Obviously the site -- and I provided a compatibility analysis with my submittal. I talked to staff about their findings and their opinion was that y'all had to make the decision as to whether or not to waive

08:58AM the locational criteria requirement based on my

compatibility analysis. So with that I would like to present that.

MR. TATE: Can I ask a question? One of the pictures that they showed was from Old Palafox, but

08:59AM is it correct that there's no access to this parcel from Old Palafox?

MS. CAIN: Correct.

MR. HAMMOND: There were three parcels. He's purchased two of them. He's not been able to obtain

08:59AM the third parcel on Old Palafox, which is why we're here.

MR. TATE: I wanted to make sure that that was brought up. That was included as it was part of the...

08:59AM MR. HAMMOND: Let's hold that there. First of all, I would like to show you that if he was across the street we wouldn't be here, but it's kind of pinched off between HC/LI and the commercial zoning district. As you can see, what I'm talking about

08:59AM across the street is commercial even though it's all residential uses.

Can you pull up what I submitted, the compatibility analysis part? It looks like that right there.

09:00AM MR. HOLMER: It's in the meeting package.

MS. CAIN: Give us just a second. We're having technical difficulties.

MR. HAMMOND: This is an overall view of the parcel. And mainly on this picture I'm showing the access to Oleander and I'm showing you that Oleander dead ends off to the east. I'm showing you further from Palafox. Then us. There's commercial development creating commercial traffic on a local street. And directly across the street is a commercial driveway putting commercial traffic on a local street. And actually that driveway had to get a variance and actually I brought that before the Board of Adjustment and got that approved.

Can you go to the next slide, please?

Okay. This is the other parcel. There's two parcels. This one is on Cummings and if you will note Cummings, by the way, it dead-ends to the east and if you will note there's a large warehouse facility further along Cummings than where we're at, so today if my client was standing out on his front porch at any given time he could see commercial traffic going by his property.

And if you go to the next slide.

This is what it looks like from Cummings at that warehouse, which is obviously a commercial

access.

So basically what we're asking you is to give us permission to put traffic on Cummings to access this parcel the same as some of the surrounding parcels are allowed to do. So I'm asking you to accept their Findings-of-Fact and my compatibility analysis.

MR. BRISKE: To replace that criterion?

MR. HAMMOND: Yes, sir.

MR. PYLE: Access is off of Oleander, would that be correct, or Cummings for the retail location?

MR. HAMMOND: It will primarily be off Cummings.

MR. BRISKE: Okay.

MR. HAMMOND: And all the other criteria we agree with the County's findings. And I'll answer questions or whatever the Board would like me to do.

MR. BRISKE: Okay. Board members, any questions of Mr. Hammond at this time?

Okay. Did you wish to call Eric Hovind as a witness or is he going to speak as a member of the public?

MR. HAMMOND: He's going to speak, if he needs to.

MR. BRISKE: Okay. I don't have any other speakers signed up other than him. Was there anyone else that hasn't signed up yet that wishes to speak on this matter? Okay. Since we have no public speakers, we're not going to open up the public speaker forum for the case.

We'll at this time let the staff do their presentation. And once you do the presentation of the criteria, maybe Horace or Allyson, if you will address the compatibility analysis and what review was done on that, too, please.

(Presentation by Allyson Cain, previously sworn.)

MS. CAIN: Again, Allyson Cain, Urban Planner. This is Case Z-2016-04, changing from Medium Density Residential to HC/LI-NA, which is nonalcoholic.

The first criterion we did find that it was consistent with the intent and purpose of the Future Land Use because the Future Land Use does allow for a mix of residential and nonresidential uses and the parcel will use the existing roadways and infrastructure.

With the consistency with the Land Development Code, we did find that it was not consistent with some of the parcels of the Land Development Code.

The parcel is basically an upzoning to a more intense commercial use and we felt it did not meet the location criteria as listed. The parcel is along a local road, not the required arterial road nor is the parcel within a half or a quarter mile of an intersection with an arterial street.

The parcels did not meet the site design criteria as they are abutting MDR, the Medium Density Residential zoning district.

And as Mr. Hammond stated, we said that the site design standards in 2-2.6 said no permits, development order or any other approvals shall be issued for any proposed commercial on which requests primary, secondary, or limited access onto a local street if that local street is fronted by more than 50 percent residential zoning in the districts of LDR, MDR, LDR-PK, MDR-PK.

And in this particular case the part of the parcel that is on Cummings would meet it, but the one on Oleander is strictly all Medium Density Residential, more than 50 percent.

And we did find that there was a school that was a major traffic generator. And although it's not in operation now, that parcel did have a commercial business previously on the site.

And the parcel is within the Oakfield Redevelopment Area, but at this current time they don't have any redevelopment plan that's been adopted at this time. I believe CRA -- if there's
09:07AM any questions, CRA is here to present that, if they need to.

On Criterion C --

MR. BRISKE: Allyson, if I may, I'm sorry to interrupt you, on the locational criteria it's a
09:07AM half a mile to an arterial roadway; is that correct? That's the standard, correct?

MS. CAIN: Yes. It's either a half a mile or a quarter mile.

MR. BRISKE: So what is the distance from the
09:07AM entranceway? Isn't Palafox --

MR. TATE: It's a straight line, isn't it? You're looking at the straight line of the road to the intersection.

MS. CAIN: Let me get the exact measurement.

09:08AM MR. HAMMOND: You've got a 500-foot circle up there.

MR. TATE: It's a triangle.

MR. BRISKE: Does the code say it has to be straight line access or does it outline just the
09:08AM distance?

MS. CAIN: It just says a quarter mile to an intersection of either an arterial and/or collector.

MR. BRISKE: What was the half a mile standard? So is it a quarter mile or a half a mile?

09:08AM MS. CAIN: It's either/or. There's two different standards.

MR. BRISKE: Maybe I misunderstand you. I'm sorry.

MS. CAIN: Proximity to an intersection along
09:08AM an arterial street and within one-quarter mile of an intersection with an arterial street or site design along an arterial street no more than a half a mile from its intersection with an arterial street and all the following site designs must meet, which is
09:08AM not abutting MDR zoning or any intrusion into a recorded subdivision, if it is limited to a corner lot, and a system of service roads or shared access provided to maximum extent feasible given the lot area, lot shape, ownership patterns and site and
09:09AM street characteristics.

MR. BRISKE: So it probably meets the distance criteria to Palafox, but just because it's MDR --

MS. CAIN: And it also says it can't be on a local road and it's not a collector or arterial. If
09:09AM this was an arterial, it would have met it, or a

collector, but it's on a local roadway.

MR. BRISKE: Go ahead. I'm sorry. I just wanted to clarify that.

MS. CAIN: That's fine.

09:09AM MR. BRISKE: Criterion C.

MS. CAIN: Thank you. Compatible with the surrounding areas. We did say that it was compatible with the surrounding existing area. The activity on the parcel, even though, as I stated,
09:09AM it's not in business now, it has in the past coexisted with the surrounding uses and buildings in the area.

And there is traffic, commercial traffic that does traverse Cummings on a daily basis and it has
09:10AM coexisted. We did find in the 500-foot radius as you see, there's Medium Density Residential, Commercial and HC/LI, the Heavy Commercial and Light Industrial Zoning.

On Criterion D, staff did not find any changes
09:10AM since the previous business was in operation and this site it does allow -- like I said, the parcel was developed for commercial ventures and I think if it were to continue with commercial ventures that it would be able to coexist with the surrounding uses
09:10AM of the existing heavy commercial and some of the

lighter retail services that are there.

Development patterns. Staff finds that it could possibly result in a logical and orderly development pattern because of the use of the
09:11AM nonresidential and residential uses that are allowed.

Criterion F. Staff didn't find anything that would affect the natural environment at this time. Should they have to do any additions or new
09:11AM development, then that would be reviewed by the Development Review Committee.

And that concludes our findings at this time.

MR. JONES: And I would like to add something. We have Mr. Tommy Brown here. He's from Access
09:11AM Management and maybe he can inquire about disposition on using that street for commercial purposes if you need him to state that. I just spoke to him about it. But for the record he can make his own statement. If you so do decide to
09:11AM waive that, he can provide some support or some wording on that, as well, Mr. Tommy Brown from Access Management.

MR. TATE: May I say something about traffic
09:11AM generation, the commercial traffic? Obviously, HC/LI is a more intense use than the Commercial. I

represent most of that commercial property. But there's a difference in the traffic that I put on that road than the traffic Mr. Hovind would. Mine is semis traveling that road. His is going to be mostly private passenger vehicles. I mean, there's a different level of impact, actually less impact than what we already put on that road on a daily basis to that dock that Mr. Hammond pointed out. That's a dock for unloading semi tractor trailers.

09:12AM MR. JONES: And, Mr. Tate, we do recognize that fact, as well. It's just that when we're looking at the literal intent of the Land Development Code as is, that's what we have to base our findings upon, but rational and with like you stated, that there

09:13AM will be traffic of a less impact. It will be more private cars or whatever.

MR. TATE: I mean, if he's operating a business, obviously at some point there's bigger trucks delivering, that type of thing, but nowhere

09:13AM near the impact of what we put on the road on a daily basis.

MR. JONES: That's why we presented those things with those comments from Mr. Brown. That is your position. If you want to waive it, you can.

09:13AM MR. TATE: The other issue, and Mr. Hammond

made this statement at the beginning that he would settle for any zoning that would allow the applicant to do what they want to do on that piece of property. It doesn't change the locational issue at

09:13AM a lesser zoning. It's still the same issue. And the requested zoning is more compatible with the surrounding zoning than a lesser zoning.

MR. JONES: That's why Allyson stated that that we -- when we had a meeting with them. We do

09:13AM understand that. If they do decide to leave, all the uses that's associated with the HC/LI, but as you look at the map as it's stated, it's definitely back door from it. So we feel like the best choice, and he agreed upon that, the best choice would be to

09:14AM have a consistent zoning category that's already present on the map and as well as in that particular area.

MR. TATE: Again, as I was just stating that a lesser zoning has the same criteria for locational

09:14AM problems, but it's more compatible with the zoning that's requested.

MR. BRISKE: Okay. Anything else from staff? You're reserving the traffic engineer in case we need him.

09:14AM MR. JONES: Yes.

MR. BRISKE: You're not calling him as a witness or anything?

MR. JONES: Mr. Brown, he's available for any questions you may have.

09:14AM MR. BRISKE: For questions. Okay.

Mr. Hammond, closing statements. We don't have any speakers signed up.

MR. HAMMOND: No, sir.

MR. BRISKE: All right, Board members,

09:15AM questions of the applicant or staff? If not, the Chair will entertain a motion. Please remember to address the criterion that the Findings-of-Fact don't agree with.

MR. TATE: Mr. Chair, I guess, to state that I

09:15AM can't vote on this because I have to recuse myself and I regret that I can't, because I have no technical issues with this and I think that the locational criteria is overcome by testimony and the compatibility analysis of the applicant's

09:15AM representative.

MR. BRISKE: Thank you, Mr. Tate.

MS. CAIN: Mr. Chairman, I did also want to state that when staff talked to Mr. Hammond and we suggested the HC/LI-NA, the reason we did that was

09:15AM because the commercial aspect would allow bars and

nightclubs whereas the HC/LI-NA would not and we knew that would be more compatible and agreeable to the neighbors and the schools nearby.

MR. TATE: The schools have a 1,500-foot

09:16AM exclusion zone, so it's not a problem.

MS. CAIN: True.

MR. JONES: Double protection.

MS. CAIN: The neighbors, you know, they do kind of frown upon that, so we were trying to make

09:16AM it more consistent with the -- compatible with the existing neighbors.

MR. JONES: Right.

MR. BRISKE: All right. Very good. Board members, any other questions? If not, we'll

09:16AM entertain a motion.

(Motion by Mr. Pyle.)

MR. PYLE: I travel on that St. John, I believe, every day to work, so I appreciate Staff's sticking to the letter of the law.

09:16AM However, I go ahead and move to approve the request to move from Medium Density Residential to HC/LI as noted.

MR. BRISKE: And to address the criteria you're accepting the applicant's compatibility study and

09:16AM testimony?

MR. PYLE: Yes.
MR. BRISKE: All right. We have that motion down. It's going to be to approve the rezoning, accepting the applicant's compatibility study and
09:17AM testimony, and that the Board is going to accept that to meet the criterion.
Do we have a second for the motion?
MR. WINGATE: I'll second.
MR. BRISKE: All right. Mr. Wingate, thank
09:17AM you.
Any further discussion? All those in favor, say aye.
(Board Members vote.)
MR. BRISKE: Opposed?
09:17AM (None.)
MR. BRISKE: And Mr. Tate recused from the vote, so we do have a pass with a unanimous decision.
(Motion passed unanimously.)
09:17AM MR. BRISKE: Thank you, Mr. Hammond.
MR. HAMMOND: Thank you.
MR. BRISKE: Okay. Is there anything else for the quasi-judicial hearing?
MR. TATE: Mr. Chair, there's still individuals
09:17AM here for the next rezoning, and just so you're

aware, I've already talked with our attorney about this. I am directly related to or involved with or near proximity to the next rezoning and have recused myself from that one, as well, as participating in
09:18AM the vote.
MR. BRISKE: We voted for a continuance on that one to the July meeting, so if that was done before you were in the room, folks, the Z-2016-05 has been continued to July, so if that's the one you're here
09:18AM for, we'll move on.
If there's nothing more for the quasi-judicial hearing, then we are adjourned and we will take a five-minute break before we go into the Planning Board. I'll ask you to come back fairly quickly so
09:18AM we can keep moving. Thank you.
(The quasi-judicial rezoning hearing concluded at 9:18 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 38 both inclusive, comprise a full, true, and correct transcript of the proceeding taken on Tuesday, June 7, 2016; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

VOID

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on 17th day of June 2016.

_____
LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: EE 860695
My Commission Expires: 02-05-2017

Planning Board-Rezoning **6. A.**

Meeting Date:	06/07/2016
CASE :	Z-2016-04
APPLICANT:	Tom Hammond, Agent for Eric Hovind, with God Quest, Inc., Owner
ADDRESS:	400 Block of Cummings Road and 29 Cummings Road
PROPERTY REF. NO.:	35-1S-30-9000-000-008; 35-1S-30-9000-000-010
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	Oakfield
BCC MEETING DATE:	07/07/2016

SUBMISSION DATA:
REQUESTED REZONING:

FROM: MDR, Medium Density Residential district, (10 du/acre)

TO: HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment (25 du/acre. Lodging unit density is not limited by zoning.)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

Comprehensive Plan (CPP)1.1.1 Development Consistency. New

development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FINDINGS
The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Urban. The code allows for residential and non-residential uses such as retail, professional offices and light industrial. The parcel will utilize the existing public road, utilities and infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with The Land Development Code
Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.7 Medium Density Residential district (MDR).
(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).
(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses,

major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

2-2.6 Commercial traffic in residential areas

No permit, development order, or other approval shall be issued for any proposed commercial use which requests primary, secondary, or limited access onto a local street if that local street is fronted by more than 50 percent residential zoning in the following districts: LDR, MDR, LDR-PK, MDR-PK, measured in linear feet along the center line of the local street impacted by the proposed development. This provision will not apply when its strict application would deny all access to a parcel that is zoned for any commercial use.

FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

LDC 3-2.11(e)Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district

b. Any intrusion into a recorded residential subdivision is limited to a corner lot

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(3) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

FINDINGS

The proposed amendment is **not consistent** with the intent and purpose of the Land Development Code as per Section 3-2.11(e). The requested zoning is an up-zoning to a more intense commercial use and the parcels do not meet the locational criteria. The parcels are located along a local road, not the required arterial street nor are the parcels within one-half or one-quarter mile of an intersection with an arterial street. The parcels do not meet the site design criteria as they are abutting MDR zoning district. As stated in the Design Standards Manual section of the LDC, Section 2-2.6, no permit, development order, or other approval shall be issued for any proposed commercial use which requests primary, secondary, or limited access onto a local street if that local street is fronted by more than 50 percent residential zoning in the following districts: LDR, MDR, LDR-PK, MDR-PK, measured in linear feet along the center line of the local street impacted by the proposed development. Commercial traffic along Cummings would meet the requirements above but the entrance on Oleander would not. Staff does find that the school would be a major traffic generator and although not in operation now, there was a commercial business previously on this site. The parcel is within the Oakfield redevelopment district, although no redevelopment plan has been adopted as of this time.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. The land use and development activity on the subject parcel may have the ability to coexist with surrounding conforming uses, activities because there is some commercial traffic that has traverses Cummings Road and a business has coexisted with the residential uses in the area previously. Within the 500' radius impact area, staff observed properties with zoning districts MDR, Com, HDR and HC/LI.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

There **has not** been any changes in the area since the previous business was in operation on this site and by allowing the parcel to development for commercial ventures it may contribute to economic growth.and benefit the area.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **may result** in a logical and orderly development pattern because of the mixture of residential and non-residential uses within the area.

Criterion (f) LDC Sec. 2-7.2(b)(4)

Effect on natural environment

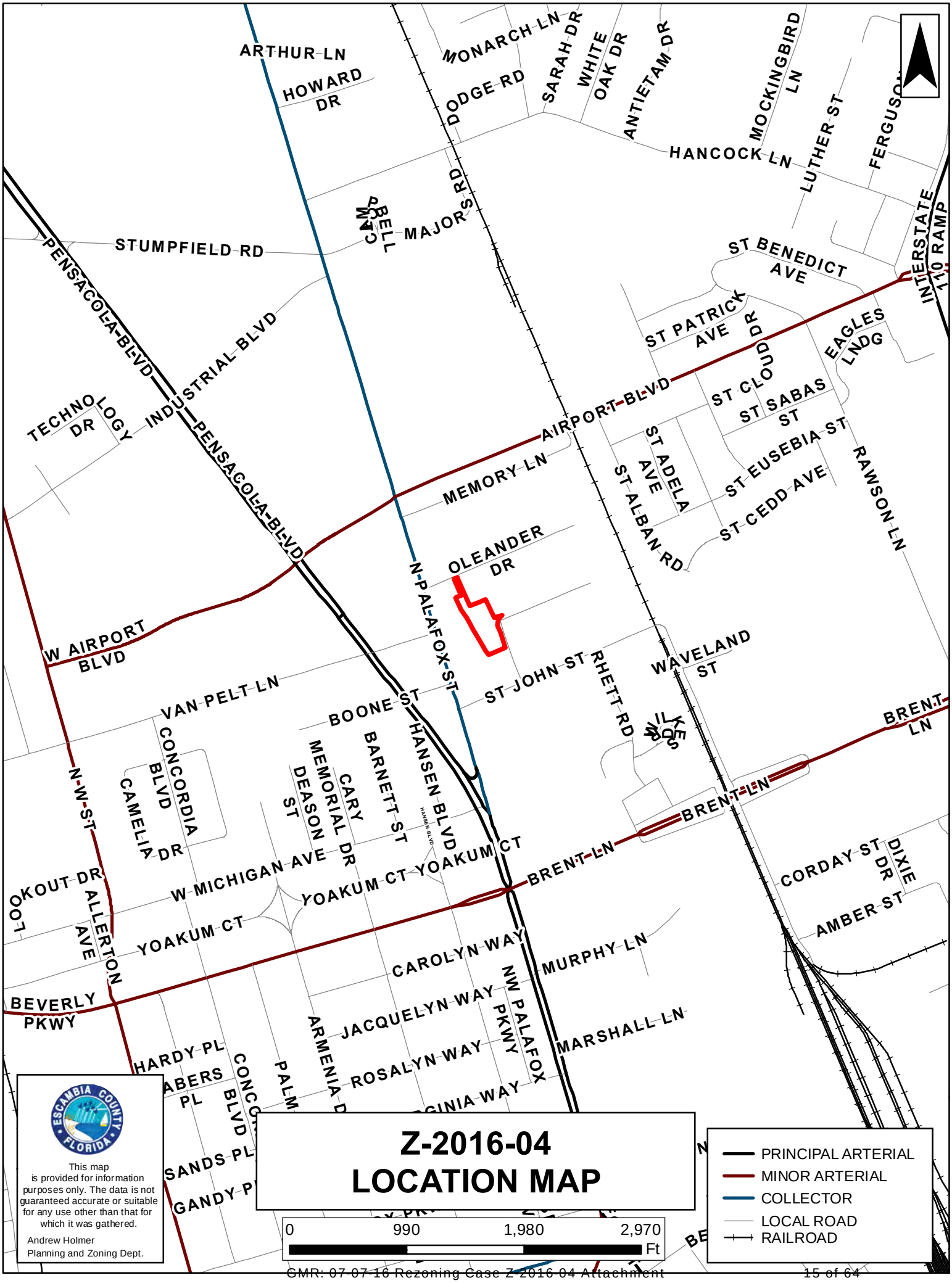
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Attachments

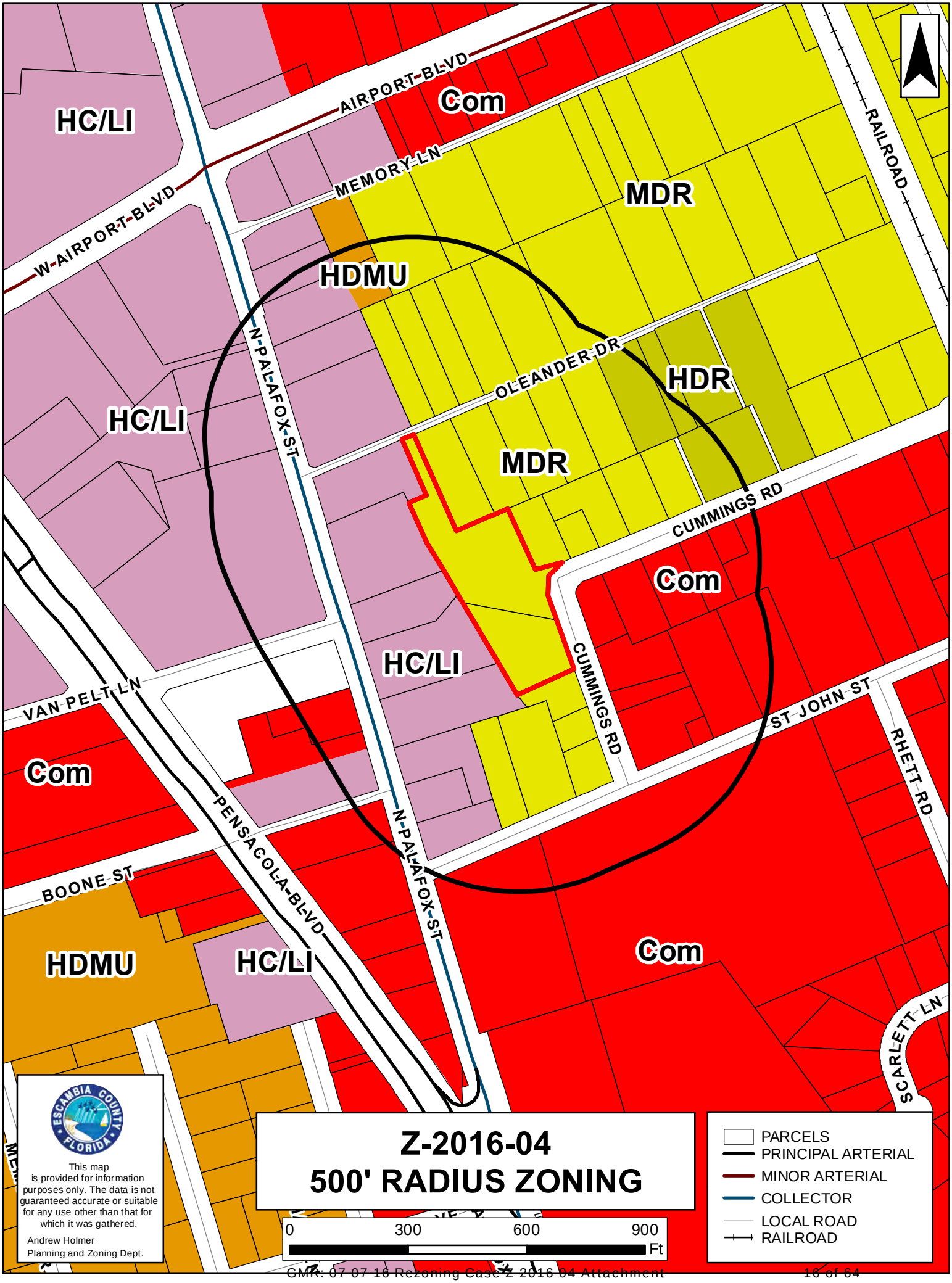
Z-2016-04

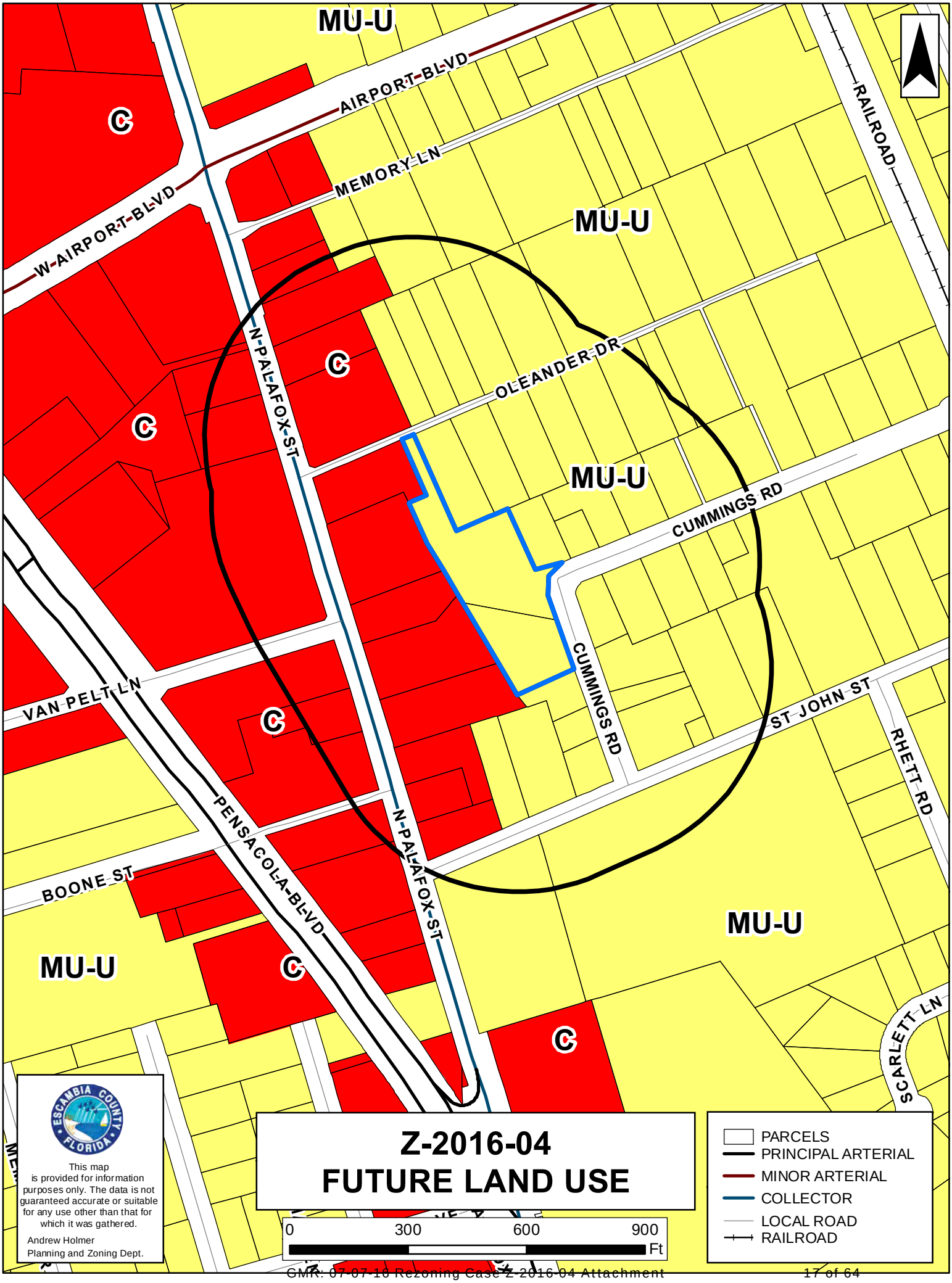


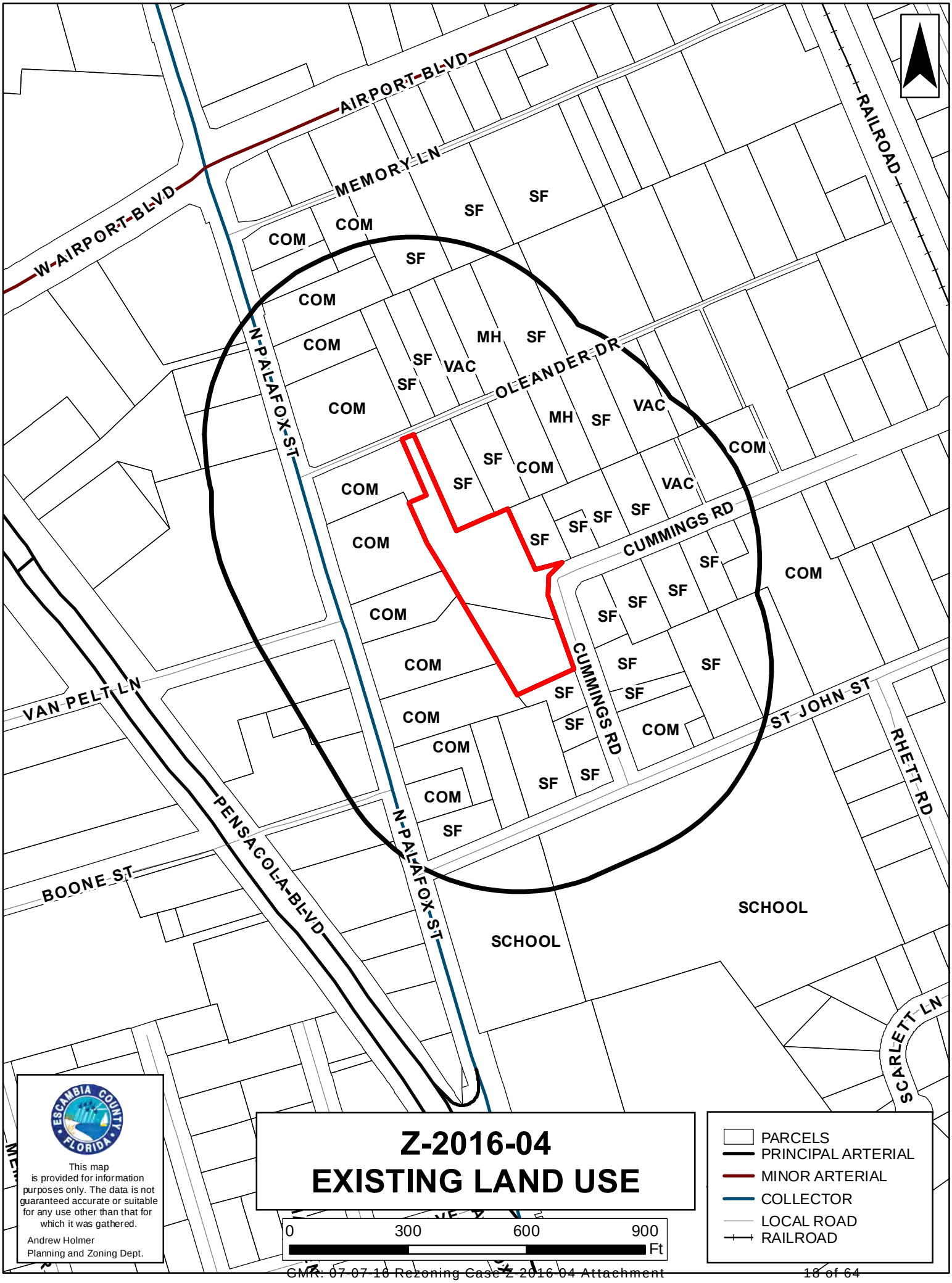
Z-2016-04
LOCATION MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


HC/LI
Com
AIRPORT BLVD
W AIRPORT BLVD
MEMORY LN
MDR
HDMU
RAILROAD
N PALAFOX ST
OLEANDER DR
HDR
HC/LI
MDR
CUMMINGS RD
Com
HC/LI
CUMMINGS RD
VAN PELT LN
ST JOHN ST
RHETT RD
Com
PENSACOLA BLVD
N PALAFOX ST
BOONE ST
HDMU
HC/LI
Com
SCARLETT LN
Z-2016-04
500' RADIUS ZONING
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


MU-U
AIRPORT-BLVD
MEMORY-LN
W-AIRPORT-BLVD
RAILROAD
C
MU-U
N-PALAFOX-ST
OLEANDER-DR
C
C
MU-U
CUMMINGS RD
CUMMINGS RD
VAN-PELT-LN
C
ST-JOHN-ST
RHETT-RD
PENSACOLA-BLVD
N-PALAFOX-ST
BOONE-ST
MU-U
MU-U
C
C
SCARLETT-LN
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
Z-2016-04
FUTURE LAND USE
0 300 600 900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


AIRPORT BLVD
W AIRPORT BLVD
MEMORY LN
RAILROAD
N PALAFOX ST
OLEANDER DR
CUMMINGS RD
CUMMINGS RD
VAN PELT LN
PENSACOLA BLVD
N PALAFOX ST
BOONE ST
ST JOHN ST
RHETT RD
SCARLETT LN
SCHOOL
SCHOOL
COM
SF
MH
VAC
Z-2016-04
EXISTING LAND USE
0 300 600 900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.



Z-2016-04
AERIAL MAP

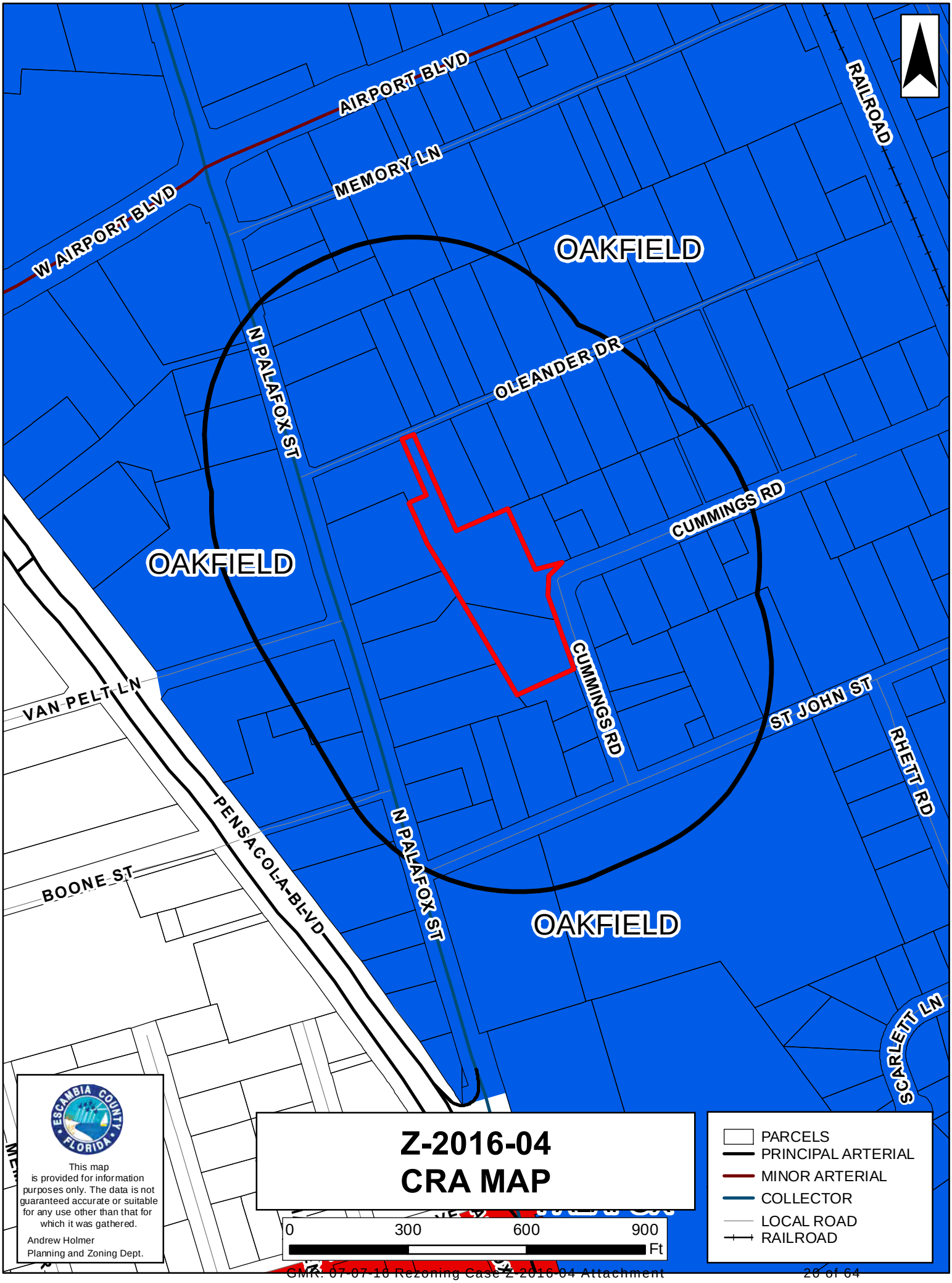
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA

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Planning and Zoning Dept.


AIRPORT BLVD
W AIRPORT BLVD
MEMORY LN
RAILROAD
OAKFIELD
N PALAFOX ST
OLEANDER DR
CUMMINGS RD
OAKFIELD
CUMMINGS RD
VAN PELT LN
ST JOHN ST
RHETT RD
PENSACOLA BLVD
BOONE ST
N PALAFOX ST
OAKFIELD
SCARLETT LN
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
Z-2016-04
CRA MAP
0 300 600 900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD



Public Hearing Sign on Cummings Rd.


Subject Property



Subject Property



Right side of subject property on Cummings Rd, goes back to Old Palafox St.



Looking north from subject property along Cummings Rd


Looking at residence to
right of subject property



Along Cummings Rd, to the right of subject parcel


Looking toward the east
along Cummings Rd.



Looking south along Cummings road from subject property


Looking across Cummings Rd from subject property



Public hearing sign on Oleandor Dr.



Looking onto subject property on Oleander Dr.



Looking a adjoining parcel on Oleander Dr


Looking east along Oleander Dr


Looking across subject property on Oleander Dr



Looking west along Oleander at property entrance


Looking east into back of property from Old Palafox

HAMMOND ENGINEERING, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 00009130
ALABAMA CERTIFICATE OF AUTHORIZATION NO. 3277

April 27, 2016

Mrs. Allyson Cain
Planning Board Coordinator
Development Services Bureau
3363 West Park Place
Pensacola, Florida 32505

Reference: **Re-zoning Parcel No. 35-1S-30-9000-000-010 & 35-1S-30-9000-000-008**
HEI Project No. 16-029

Dear Allyson:

The above referenced parcels are currently zoned MDR and are located along the west side of Cummings Road and also the south side of Oleander Drive. We are requesting the parcels be re-zoned to HC/LI-NA. The re-zoning will allow the parcels to be used for retail and professional offices.

We have attached all of the required items listed on the re-zoning application. Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.

Thomas G. Hammond, Jr., PE.
President

Attachments

cc: Eric Hovind

3802 North "S" Street PENSACOLA, FL 32505

HAMMOND ENGINEERING, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 9130
ALABAMA CERTIFICATE OF AUTHORIZATION NO. 3277

35-1S-30-9000-000-010

35-1S-30-9000-000-008

Re-zoning Request from MDR to HC/LI-N/A

Re-zoning Criteria

A. Consistency with the Comprehensive Plan

The parcel is located in the Mixed Use- Urban (MU-U) Future Land Use District which allows for commercial and residential uses as stated in the Comprehensive Plan, Chapter 7, FLU 1.3.1
FLUM Mixed-Use Urban (MU-U)
General Description: Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.
Range of Allowable Uses:
Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.
Standards:
Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: 0.25 Floor Area Ration (FAR)
Maximum Intensity: 2.0 Floor Area Ratio (FAR)

The proposed re-zoning is consistent with the Comprehensive Plan.



3802 NORTH "S" STREET PENSACOLA, FL 32505
850 434 2603 850 434 2650 FAX TOM@SELANDDESIGN.COM

B. Consistency with the Land Development Code

The parcel is currently zoned MDR (Medium Density Residential). The proposed re-zoning of the subject parcel to HC/LI (Heavy Commercial/Light Industrial) meets the LDC, Article 1, Section 3-1.3 (h):

ZONING DISTRICT Specific distribution and extent of uses	FUTURE LAND USE (FLU) CATEGORY General distribution and extent of uses								
	AG max 1du/20ac max 0.25 FAR	RC max 2du/ac max 0.25 FAR	MU-S max 25du/ac max 1.0 FAR	MU-U max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 1.0 FAR	I No res allowed max 1.0 FAR	P No res allowed	REC No res allowed max 0.5 FAR	CON No res allowed
Agr max 1du/20ac	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDMU max 7du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
MDR max 10du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDR max 18du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDMU max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, uses
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

(Ord. No. 2015-56, § 1, 12-10-2015)

The parcels are located on Cummings Road but also have frontage along Oleander Drive. The west property line of both parcels are shared with commercially used parcels which are zoned HC/LI-N/A and the parcels directly across the street from the subject parcels are zoned Commercial. The majority of the existing development on Cummings Road appears to be single family residential other than a large warehouse facility located near the east end of Cummings Road.

The proposed re-zoning is consistent with the Land Development Code.

C. Compatibility with surrounding uses

The parcels are bordered by commercial used zoned parcels to the west, single family residences to the south, east, and north. There is a large commercially used parcel located on the east end of Cummings Road.

The proposed re-zoning is compatible with the surrounding uses.

D. Changed Conditions

There are no changed conditions that impact the property or the proposed re-zoning.

E. Development Patterns

The subject parcel is located in the MU-U (Mixed Use-Urban) future land use district which allows for "retail and services, professional offices" and promotes infill development.

The rezoning and future development of the subject parcel would result in a logical and orderly development pattern consistent with the goals and objectives of Escambia County.

F. Effect on the Natural Environment

There are no environmentally sensitive lands on either of the parcels. The requested re-zoning itself would have no effect on the Natural Environment. Any development of the parcel resulting from the rezoning would require Development Review in accordance to the LDC.

The proposed rezoning will not result in an adverse impact to the environment.

Locational Criteria Compatibility Analysis

35-1S-30-9000-000-010
35-1S-30-9000-000-008

We are requesting the above referenced parcels be re-zoned from MDR to HC/LI-N/A. According to LDC Ch. 3, Section 3-2.11(e)(3):
Documented compatibility.
A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and
potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

The subject parcels have not been re-zoned by the land owner from mixed-use, commercial, or industrial zoning assigned by the county.

The subject parcels are within a county redevelopment district (Oakfield), however no adopted plan has been recommended or approved as of the time of this application.

The parcels to be re-zoned have frontage along Oleander Drive and Cummings Road. Both roads are local roads. However, there are large commercial warehouse developments located on both roads that generate commercial traffic. These existing developments are as far or further away from the intersection with an arterial street than the subject parcels meaning commercial traffic passes in front of the subject parcels on a regular basis. Please refer to the attachments.

The existence of commercial traffic generators on both local roads provides substantial evidence of unique circumstances regarding the subject parcels and the proposed re-zoning will be able to achieve long term compatibility with existing and potential uses.



N
W E
S

35-1S-30-9000-000-010

ESCAMBIA COUNTY FLORIDA

Printed:Apr 27, 2016



N
W E
S

35-1S-30-9000-000-008

ESCAMBIA COUNTY FLORIDA

Printed:Apr 27, 2016

Photograph of Commercial Traffic Generator on Cummings Road.



Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**
   - **A. Property Owner/Applicant:** ERIC HAMMOND - GOD QUEST, INC.
     Mailing Address: 5800 N. 'W' St. Suite 9 Pensacola 32505
     Business Phone: _____ Cell: 850 572 3461
     Email: ERIC@CREATIONTODAY.ORG
   - **B. Authorized Agent (if applicable):** TOM HAMMOND HAMMOND ENG
     Mailing Address: 3802 N. 'S' ST. PENSACOLA, 32505
     Business Phone: 434 7603 Cell: 554 9389
     Email: TOM@SELANDDESIGN.COM

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**
   - **A.** Existing Street Address: 400 Blk Cummings Rd & 29 Cummings Rd
     Parcel ID (s): 35-1S-30-9000-000-010
     35-1S-30-9000-000-008
   - **B.** Total acreage of the subject property: 1.53 & 0.81 Ac
   - **C.** Existing Zoning: MDR
     Proposed Zoning: HC/LI - N/A
     FLU Category: MU-U
   - **D.** Is the subject property developed (if yes, explain): The site contains a SF Residence and several un-occupied bldgs.
   - **E.** Sanitary Sewer: _____ Septic: ✓

3. **Amendment Request**

A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

N/A

B. Rezoning Approval Conditions – Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

1. **Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

PLEASE SEE ATTACHED

2. **Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

PLEASE SEE ATTACHED

3. **Compatibility.** All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.

Please See Attached

4. **Changed conditions.** The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

Please See Attached

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.

Please See Attached

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

Please See Attached

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 35-15-30-9000-000-010 ; 35-15-30-9000-000-008

Property Address: 400 Blk ; 29 Cummings Rd

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 26 DAY OF April, YEAR OF 2016.

Signature of Property Owner	Printed Name of Property Owner	Date
Eric Hoving, President	Eric Hoving	4/26/16

- 5 -

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 400 Blk 29 Cummings Rd _____, Florida, property reference number(s) 35-1S-30-9000-000-010 35-1S-30-9000-000-008 I hereby designate HAMMOND ENGINEERING _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 26 day of April the year of, 2016, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: TOM HAMMOND Email: TOM@selandtdesign.com
Address: 3802 N. 'S' ST. PENSACOLA FL Phone: 434-8603

ERIC HOVIND, PRESIDENT	ERIC HOVIND	4/26/16
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 26 day of April 20 16,
by Eric Hovind.
Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Ryan Sieg	Ryan Sieg
Signature of Notary	Printed Name of Notary

RYAN SIEG
MY COMMISSION # FF 940306
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

(Notary Seal)

5. Submittal Requirements

A. ✓ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a $5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

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

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

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

_____	Tom Hammond	4/26/16
Signature of Owner/Agent	Printed Name Owner/Agent	Date
Eric Hovind, President	Eric Hovind	4/26/16
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 26 day of April 20 16, by Thomas Hammond Jr.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

_____	Ryan Sieg
Signature of Notary	Printed Name of Notary

(notary seal) RYAN SIEG
MY COMMISSION # FF 940306
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

The owner of 35-1S-30-9000-000-010 & 35-1S-30-9000-000-008 request that the properties be rezoned HC/LI-N/A. The owner understands that the requested zoning designation prohibits the establishment of any microbreweries, micro distilleries, micro wineries, bars, nightclubs and adult entertainment uses on the subject parcels.

The owner recognizes these use restrictions and affirms that this is a voluntary request.

Eric Hovind, President	Eric Hovind	5-3-16
Signature of owner	Printed Name of owner	Date

State of Florida, County of Escambia, the foregoing instrument was acknowledged before me this 3rd day of May 2016, by Eric Hovind. Personally known ✓ OR produced identification_____. Type of identification produced_____.

Glenna Stryker	Glenna Stryker
Signature of Notary	Printed Name of Notary

NOTARY PUBLIC STATE OF FLORIDA
GLENNA STRYKER
Commission # FF 017138
Expires September 12, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Recorded in Public Records 07/11/2014 at 11:33 AM OR Book 7194 Page 1966, Instrument #2014048998, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1218.00

Prepared by and return to:

Marc Birnbaum, Esquire
Marc Birnbaum, P.A.
1041 Ives Dairy Road
Suite 238
Miami, FL 33179

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 1 day of July, **2014** by and between **The United States of America**, acting by and through the **Internal Revenue Service, James D. Robnett**, Special Agent In Charge, Criminal Investigation, Internal Revenue Service, Tampa Field Office, whose post office address is 850 Trafalgar Court, Room 214, Maitland, FL 32751, as grantor, and **God Quest, Inc., a Florida corporation** whose post office address is **5800 North W Street, Suite 9, Pensacola, FL 32505**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum One Hundred Ninety Four and no/100 DOLLARS ($173,949.00) lawful money of the United States of America, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey to the Grantee the following described property situate in the County of **Escambia**, state of Florida, to-wit:

Lot 8, Cummings Subdivision, according to the map or plat thereof as recorded in Plat Book 1, Page 86, Public Records of Escambia County, Florida.

and

A portion of Section 35, Township 1 South, Range 30 West, Escambia County, Florida and a portion of Lots 9 and 10, Cummings Subdivision, being a subdivision of a portion of Section 35 and 37, Township 1 South, Range 30 West, Escambia County, Florida according to plat recorded in Plat Book 1, at Page 86 of the Public Records of said County, begin more particularly described as follows:

Commence at the Northeast corner of said Lot 10; thence South 64 degrees 15 minutes 00 seconds West along the North line of said Lot 10 for a distance of 93.78 feet for the Point of Beginning; thence continue South 64 degrees 15 minutes 00 seconds West along said North line and its Westerly extension for a distance of 126.54 feet; thence North 25 degrees 45 minutes 00 seconds West for a distance of 267 feet to the Southerly right of way line of Oleander Drive (R/W varies); thence South 64 degrees 15 minutes 00 seconds West along said southerly right of way line for a distance of 33 feet; thence South 25 degrees 45 minutes 00 seconds East for a distance of 138.00 feet; thence South 64 degrees 15 minutes 00 seconds West for a distance of 42.00 feet; thence South 25 degrees 45 minutes 00 seconds East for 129.00 feet to the north line of said Lot 9; thence South 64 degrees 15 minutes 00 seconds West along said North line for a distance of 7.26 feet; t hence South 24 degrees 32 minutes 19 seconds East for a distance of 140.05 feet to the Southwest corner of said Lot 9; thence South 82 degrees 54 minutes 55 seconds East along the South line of said Lot 9 for a distance of 244.33 feet to the Northwesterly right of way lie of Cummings Road (66' R/W); said point being on a circular curve concave to the Southeast , having a radius of 91.00 feet and delta angle of 90 degrees 00 minutes 00 seconds; thence Northeasterly along said Northwesterly right of way line and curve for an arc distance of 142.94 feet (chord distance of 128.60 feet and chord bearing of North 19 degrees 15 minutes 00 seconds East): thence South 72 degrees 48 minutes 30 seconds West for a distance of 86.69 feet; thence North 25 degrees 25 minutes 44 seconds West for a distance of 168.60 feet to the Point of Beginning. All lying and being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida.

To Have And To Hold the above described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

The Grantor covenants to specially warrant the title to the property against any claim arising from the case of The United States of America vs Kent E. Hovind and Jo D. Hovind, Case No.: 3:06cr/83/MCR in the United States District Court, Northern District of Florida, Pensacola Division. The United States has done nothing to encumber the property nor has it conveyed any rights, title or interest while owner of the property.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witnesses:

Catherine L. Clayton

Printed name: Catherine L. Clayton

Printed name: Thomas McDonald

THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE
INTERNAL REVENUE SERVICE

By: _____

James D. Robnett
Special Agent in Charge
Criminal Investigation
Internal Revenue Service
Tampa Field Office

STATE OF Florida)
) §§
COUNTY OF Pinellas)

Before the undersigned authority this 1st day of July, 2014, personally appeared **James D. Robnett,** Special Agent in Charge, Criminal Investigation, Internal Revenue Service, Tampa Field Office, who acknowledged to me that he/she executed the foregoing instrument for the purpose and consideration therein expressed and who is personally known to me or who produced _____ as identification and who did/did not take an oath.

Tamara Anne Morris
Notary Public

Printed name: Tamara Anne Morris

My Commission Expires:

TAMARA ANNE MORRIS
Notary Public - State of Florida
My Comm. Expires Jul 29, 2017
Commission # FF 004861
Bonded Through National Notary Assn.

Detail by Entity Name

Florida Not For Profit Corporation

GOD QUEST, INC.

Filing Information

Document Number	N07000007273
FEI/EIN Number	26-0479444
Date Filed	07/23/2007
State	FL
Status	ACTIVE

Principal Address

5800 NORTH W STREET
SUITE 9
PENSACOLA, FL 32505

Changed: 02/16/2011

Mailing Address

5800 NORTH W STREET
SUITE 9
PENSACOLA, FL 32505

Changed: 02/16/2011

Registered Agent Name & Address

HOVIND, ERIC MPRES
23 CUMMINGS ROAD
PENSACOLA, FL 32503

Name Changed: 03/03/2010

Officer/Director Detail

Name & Address

Title MR.

HOVIND, ERIC, President
23 CUMMINGS ROAD
PENSACOLA, FL 32503

Copyright © and Privacy Policies
State of Florida, Department of State

Title MR.

NADOLNY, BILL VICE P
201 ST. EUSEBIA ST
PENSACOLA, FL 32503

Title MR.

LAWWELL, STEPHEN, Treasurer
207 SPRING CREEK ST
CHAPEL HILL, TN 37034

Title MR.

SCOTT, PORTER
1924 JOSHUA DRIVE
CANTONMENT, FL 32533

Title Pastor

Nowlin, Casey, Secretary
1450 Winterberry Drive
Marco Island, FL 34145

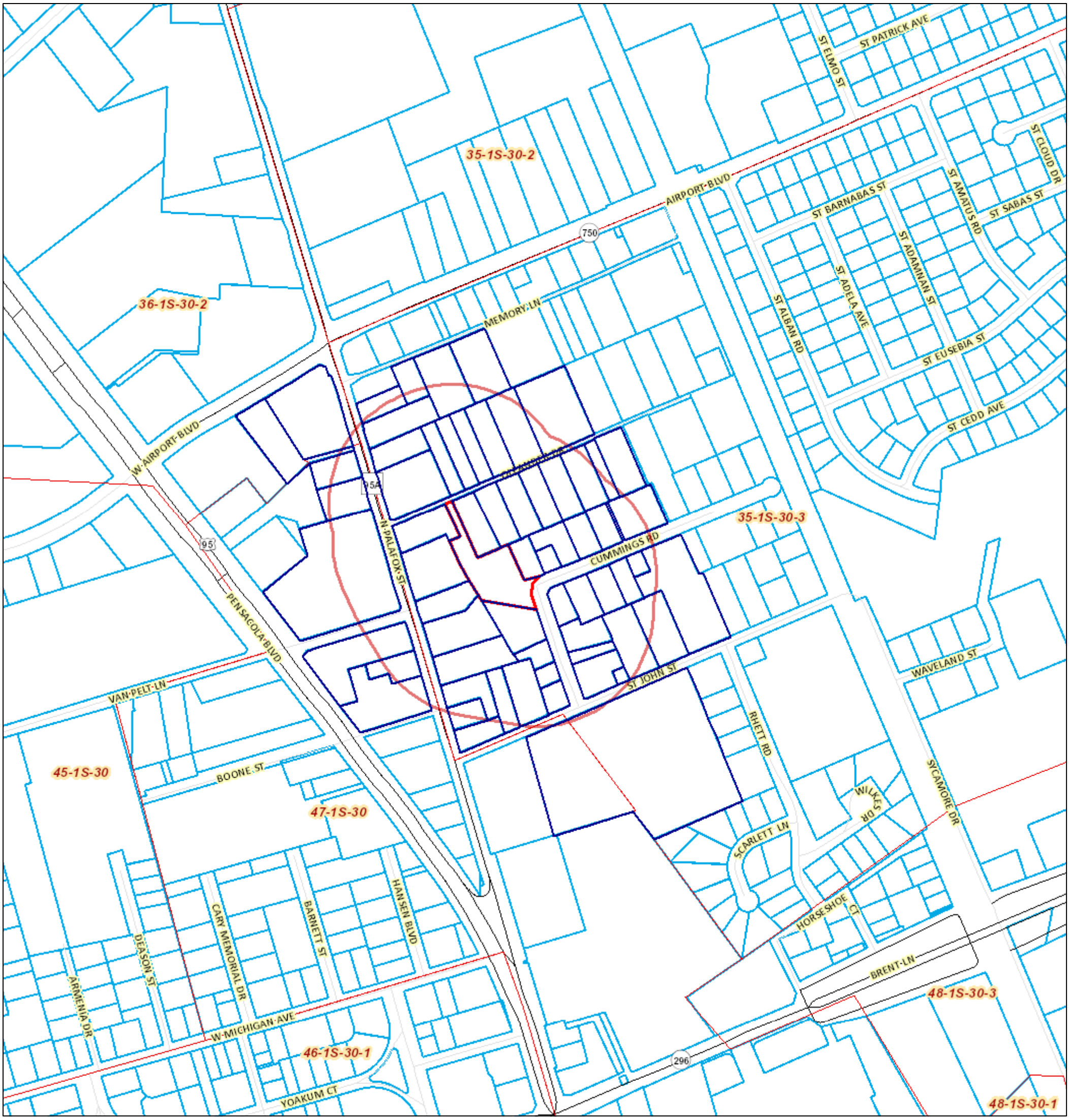
Annual Reports

Report Year	Filed Date
2014	01/10/2014
2015	01/19/2015
2016	04/30/2016

Document Images

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07/23/2007 -- Domestic Non-Profit	View image in PDF format

Chris Jones Escambia County Property Appraiser



May 5, 2016

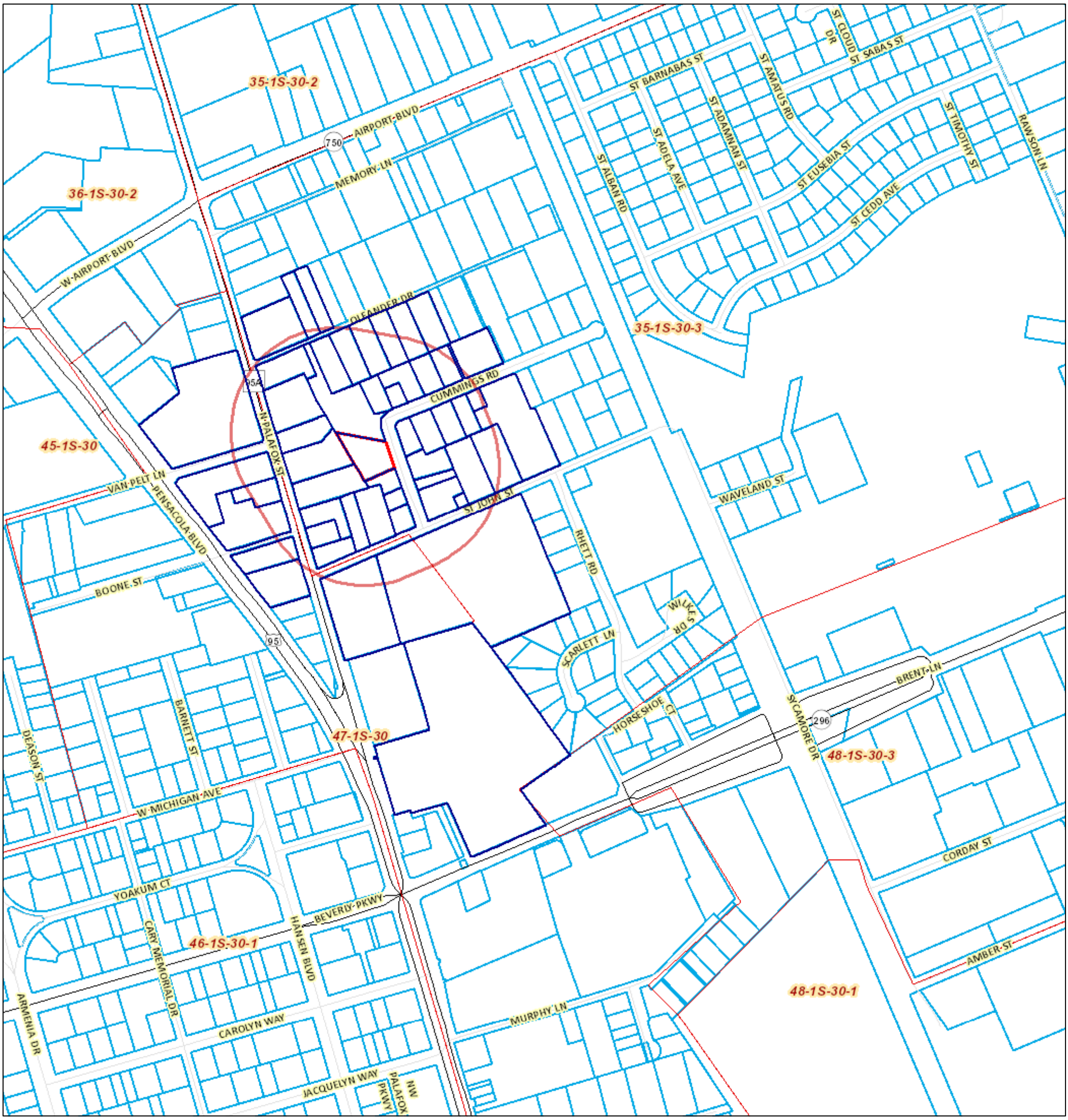
1:5,015

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

Chris Jones Escambia County Property Appraiser



May 5, 2016

1:5,572

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

GOD QUEST INC
5800 NORTH W STREET SUITE 9
PENSACOLA, FL 32505

STUCKEY LATTIE T
103 MEMORY LN
PENSACOLA, FL 32503

KITE HOWARD R & DEBRA L
304 W CERVANTES ST
PENSACOLA, FL 32501

HARTBARGER CARL T &
109 SOUTHERN ST
PENSACOLA, FL 32503

BATTEN THOMAS D & KEIKO
7240 TWIN LAKE LN
PENSACOLA, FL 32504

BUTLER LIVING TRUST
2691 W ROBERTS RD
CANTONMENT, FL 32533

DUBLIN TIMOTHY PAUL &
100 CUMMNGS RD
PENSACOLA, FL 32503

PENSACOLA CHRISTIAN COLLEGE INC
PO BOX 18000
PENSACOLA, FL 32523

PALAFOX PLACE INC
913 GULF BREEZE PKWY STE 5
GULF BREEZE, FL 32561

LAY GORDON K
10 OLEANDER ST
PENSACOLA, FL 32503

GARNER JOHN L &
8 OLEANDER ST
PENSACOLA, FL 32503

13 ORLEANDER TRUST
29 CUMMINGS RD
PENSACOLA, FL 32503

FISHER COMPANY LLC THE
274 SEVERIN
PENSACOLA, FL 32503

HABER ANGELA M
3822 PRYTANIA ST
NEW ORLEANS, LA 70115

UNITED STATES OF AMERICA
C/O URS+ATTN BRIGIT K FLORES
10687 GASKINS WAY STE 101
MANASSAS, VA 20109

MAJORS SYBIL D
7 OLEANDER DR
PENSACOLA, FL 32503

TAYLOR GREGORY A & MELINDA K
110 CUMMINGS RD
PENSACOLA, FL 32503

BROYLES GREGORY L
106 CUMMINGS RD
PENSACOLA, FL 32503

DUBLIN TIMOTHY P &
100 CUMMINGS RD
PENSACOLA, FL 32503

BROWN BRENDAN & VERONICA
104 CUMMINGS RD
PENSACOLA, FL 32503

BLACKBURN LARRY D
PO BOX 6502
PENSACOLA, FL 32503

PENSACOLA CHRISTIAN COLLEGE
PO BOX 18000
PENSACOLA, FL 32523

LOUIE EMILY F &
105 CUMMINGS RD
PENSACOLA, FL 32503

SKINNER JOYCE M &
28 CUMMINGS RD
PENSACOLA, FL 32503

JEKEL BRIAN T & MARLENE R
26 CUMMINGS RD
PENSACOLA, FL 32503

MIDDLETON RUBIN & JOSIE
2398 WALTHAM ST
PENSACOLA, FL 32505

HADLEY JANET
25 CUMMINGS RD
PENSACOLA, FL 32503

BAKER BENNIE R
PO BOX 6259
PENSACOLA, FL 32503

BOWEN NEVA M
106 OLEANDER ST
PENSACOLA, FL 32503

HOVIND KENT A
21 CUMMINGS RD
PENSACOLA, FL 32503

PENSACOLA HABITAT FOR HUMANITY INC

PO BOX 13204

PENSACOLA, FL 32591

ELLMER PAUL M

5610 N PALAFOX ST

PENSACOLA, FL 32503

KILLINGER SUE ARDEN TRUSTEE FOR KILLINGER SUE

2629 DEL MAR DR

GULF BREEZE, FL 32563

HARDING RHODA MARIE

5725 N PALAFOX ST

PENSACOLA, FL 32503

FACT O BAKE OF PENSACOLA INC

5470 PENSACOLA BLVD

PENSACOLA, FL 32505

DUNCAN TAMMY KAY

1227 SIMPSON ST

PENSACOLA, FL 32526

BASS CLYDE R & MARIE E

314 ELMWOOD DR

LAFAYETTE, LA 70503

CARS-DB4 LP

8270 GREENSBORO DR STE 950

MCLEAN, VA 22102

KEMP PROPERTIES LP

PO BOX 20897

BEAUMONT, TX 77720

DOBSON PROPERTIES

C/O WHATABURGER VENTURES LLC

1900 DALROCK RD

ROWLETT, TX 75088

GREG BUCK LLC

5830 N OLD PALAFOX ST

PENSACOLA, FL 32503

HOVIND ERIC

23 CUMMINGS RD

PENSACOLA, FL 32503

GRAHAM & COMPANY INC

5500 PENSACOLA BLVD STE A

PENSACOLA, FL 32505

JAWORSKI ANTHONY

5720 N PALAFOX HWY

PENSACOLA, FL 32503

Tonya Gant, Director
Neighborhood & Human Services Department

Clara Long, Division Manager
Community Redevelopment Agency

May 26, 2016

Horace Jones, Department Director
Escambia County Planning & Zoning Division
3363 West Park Place
Pensacola, FL 32505

SUBJECT: Cummings Road Rezoning from MDR to HC/LI-NA,400 Block Cummings Road and 29 Cummings Road – Comments from the CRA

Horace,

We have reviewed the Application for before mentioned Rezoning application on Cummings Road and have the following comments:

This project is located in the Oakfield Community Redevelopment Area:

We have Grants available to assist the applicant in improving the subject property with our Commercial Façade, Landscape and Infrastructure Grant Program (up to $10,000 in matching funds) and our Sign Grant Program (up to $2,000 in matching funds.)

If you have any questions or comments, please contact Sherry Duffey, Development Program Manager at 595-1673.

Sincerely,

Clara Long, Division Manager
Community Redevelopment Agency

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Andrew Holmer, Development Services Manager
Development Services Department

FROM: Tommy Brown, Transportation Planner
Transportation & Traffic Operations Division

THRU: David Forte, Division Manager
Transportation & Traffic Operations Division

DATE: May 16, 2016

RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the future land use map amendment case for the upcoming Escambia County Planning Board Quasi-Judicial Hearing. Please see comments below:

- Z-2016-04 – No comments at this time
- Z-2016-05 – No comments at this time

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/7/16

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Tom Hammond

*Address: 3802 N. 'S' St *City, State, Zip: Pensacola FL 32505

Email Address: tom@selandesign.com Phone: 8543726023

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

DID NOT SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-7-16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-04

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: ERIC HOVIND

*Address: 23 CUMMINGS RD *City, State, Zip: PENSACOLA, FL 32503

Email Address: INFO @ CREATIONTODAY.ORG Phone: 850-479-3466

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:
☐ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

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4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10473 **Growth Management Report 11. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2016
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on June 7, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning Case Z-2016-04 was heard by the Planning Board on June 7, 2016. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2016-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2016-04**
Address:	400 Block of Cummings Road and 29 Cummings Road
Property Reference No.:	35-1S-30-9000-000-008; 35-1S-30-9000-000-010
Property Size:	2.34 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HC/LI-NA, High Commercial and Light Industrial district, prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban

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.

DRAFT

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10469 **Growth Management Report** **11. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2016
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use map, LSA-2016-01
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-01

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, as amended, amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use Map, changing the Future Land Use category of a parcel within Section 11, Township 1N, Range 31W, Parcel Number 1000-004-001 totaling 60.50 (+/-) acres, located North of Beck's Lake Road, from Mixed-Use Urban (MU-U) to Industrial (I).

BACKGROUND:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 60.50 +/- acres parcel, as depicted in Exhibit F, from Mixed-Use Urban (MU-U) to Industrial (I). The current zoning designation of the referenced parcel is Heavy Commercial-Light Industrial (HC/LI). The FLU change is proposed to allow for the operation of a borrow pit.

The subject parcel is located North of Beck’s Lake Road, adjacent to the active CSX railroad track to the west. The property is primarily vacant woodland containing areas of jurisdictional wetlands.

There is a mixture of FLU categories within the surrounding area; just north of the site there is 14-lot residential development, Leonard subdivision, with a Mixed-Use Suburban (MU-S) FLU designation. The adjacent parcel to the east, also owned by the applicant, is approximately 126+/- acres, under the MU-U FLU designation. Across Beck’s Lake Road to the south, the applicant owns multiple parcels totaling 53 +/- acres under the Industrial FLU category. Across U.S. Highway 29 to the west, there is a golf course on a 68 +/- acres parcel of land owned by the International Paper Company with a MU-S FLU category; just south of Muscogee Road there is a 438 +/- acres parcel accommodating

an industrial facility owned by the International Paper Company.

The parcel was part of the total acreage for an approved Large Scale Future Land Use Map amendment of 188.61 +/- acres from MU-S to MU-U, (CPA 2012-01). The current applicant has received Conditional Use approval, (CU-2016-04, 20 April, 2016), from the Board of Adjustments for operation of a borrow pit in HC/LI zoning.

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 Meredith D. Crawford, 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:

This Ordinance, amending the Future Land Use Map, will be filed with the Department of State following adoption by the board.

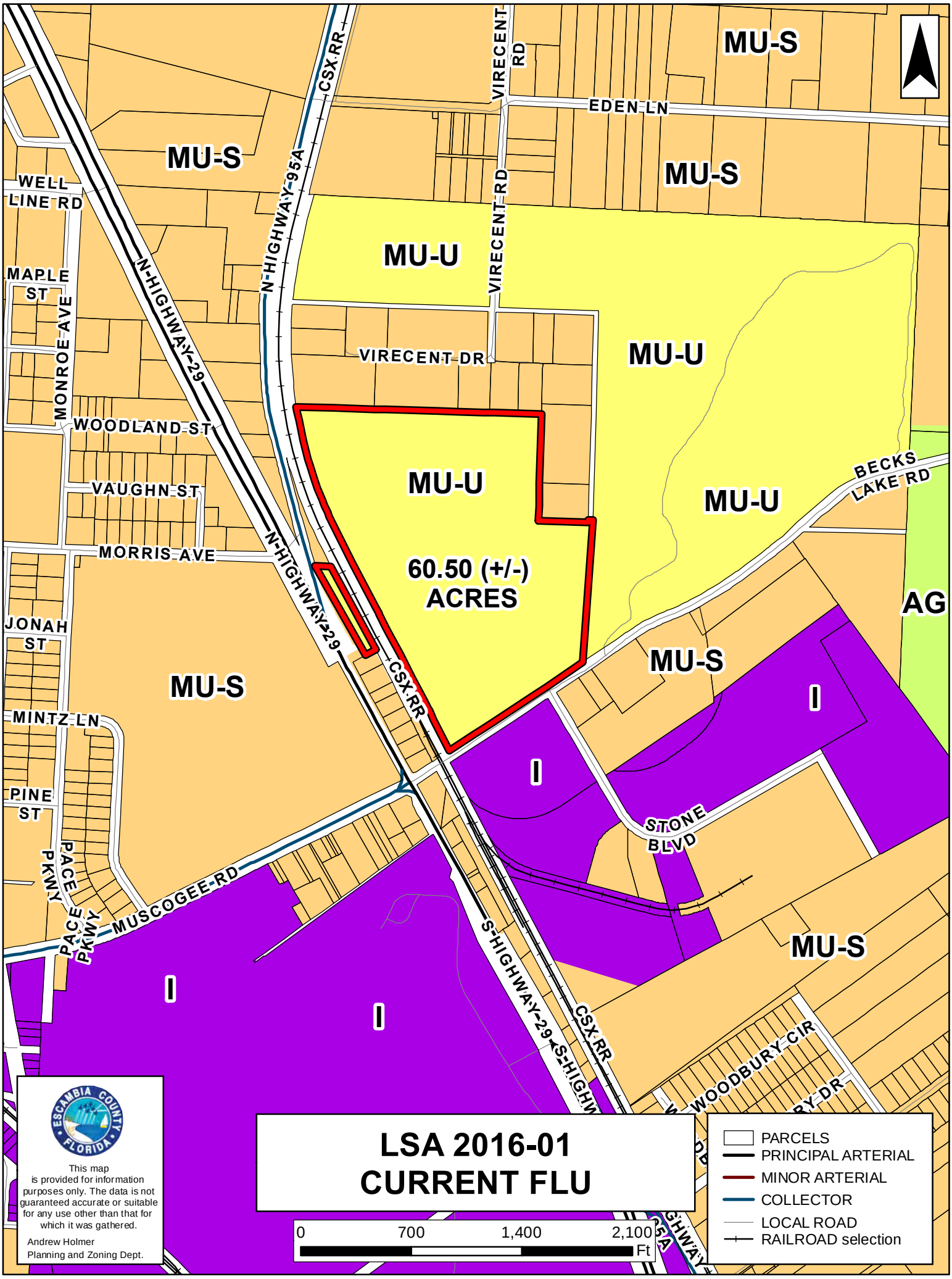
Implementation of this Ordinance will consist of an amendment to the 2030 Future Land Use Map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

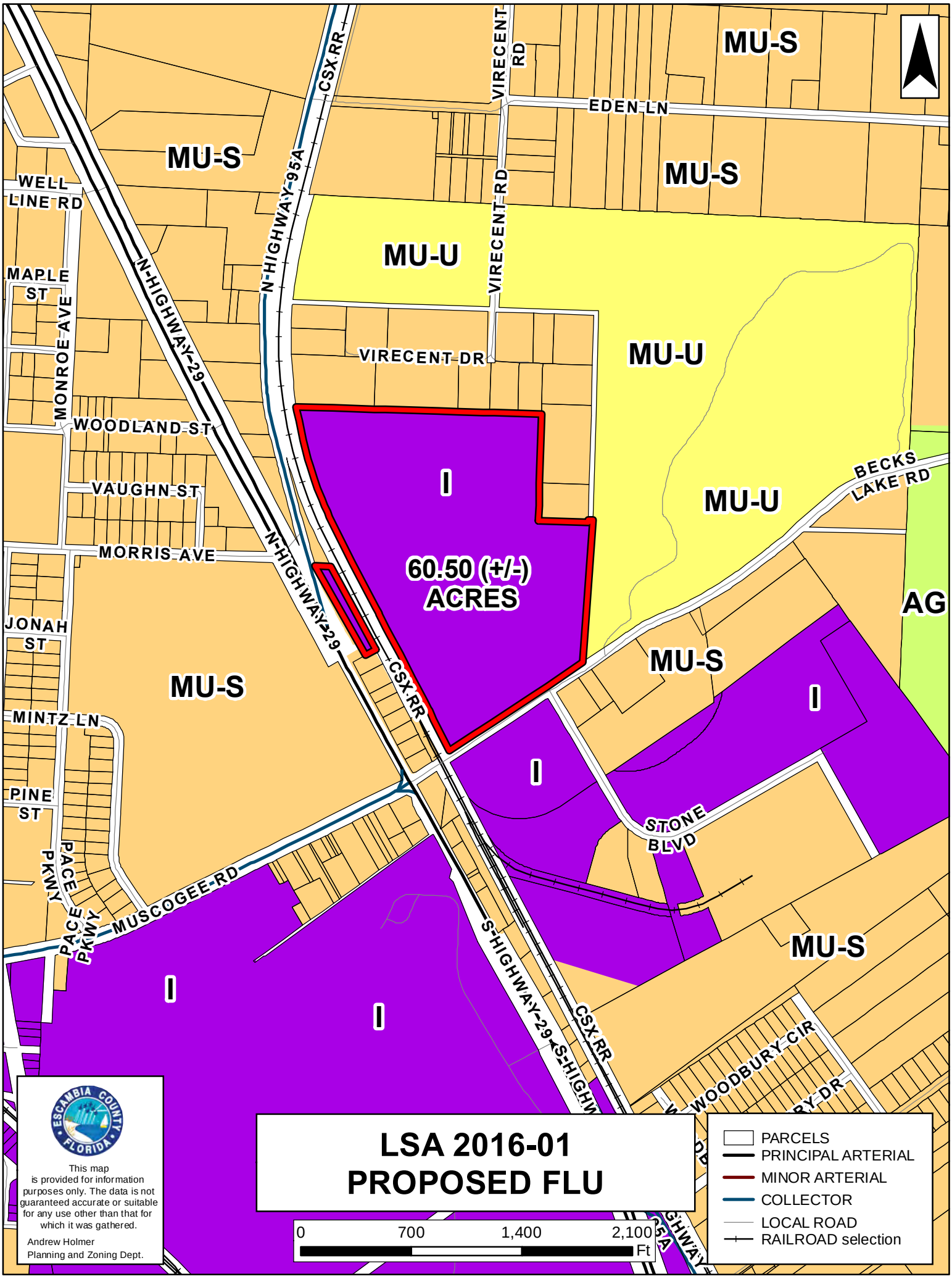
The proposed Ordinance was prepared by Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

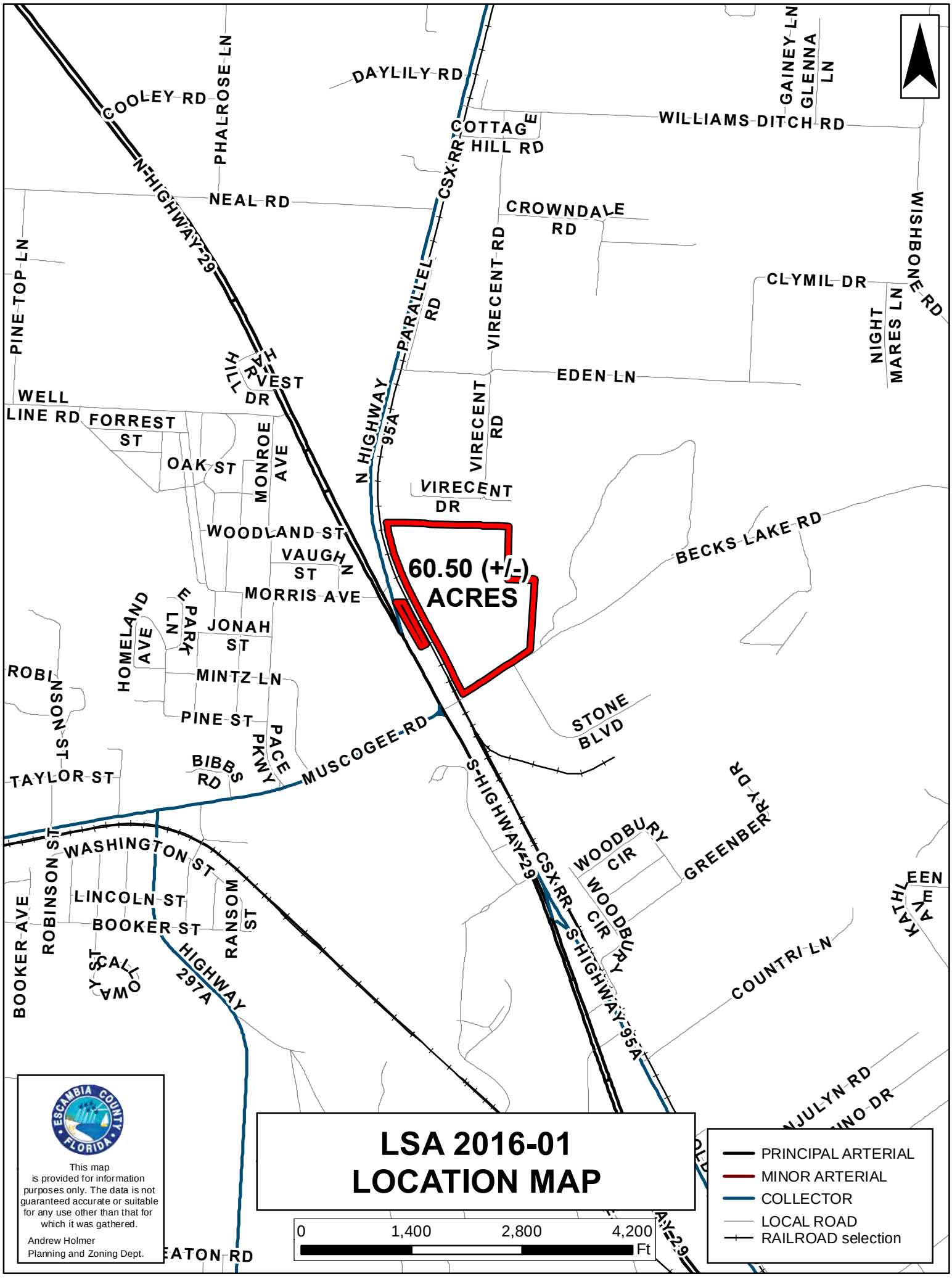
Attachments

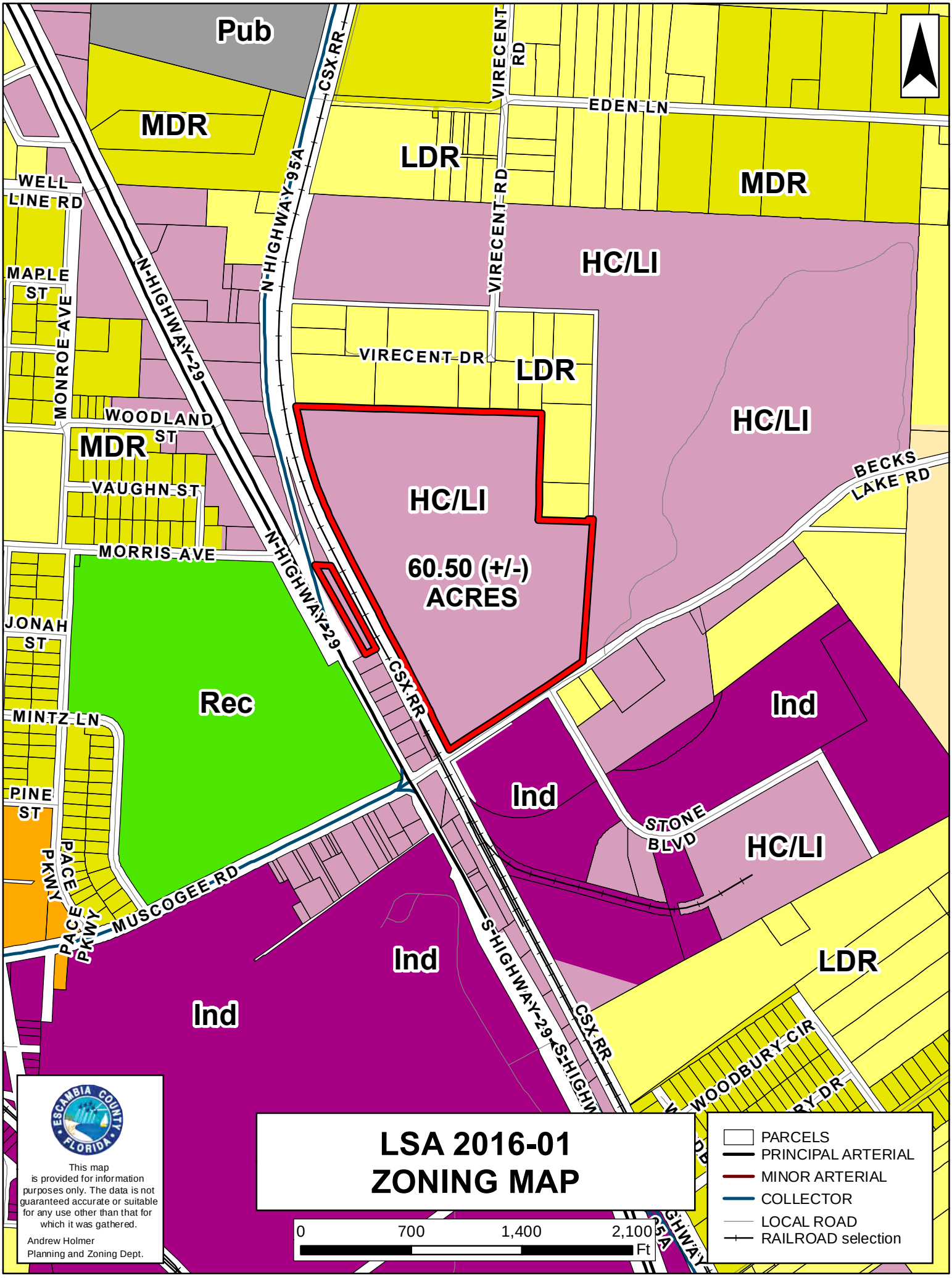
LSA-2016-01
Draft Ordinance

LSA-2016-01


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WELL LINE RD
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MAPLE ST
MONROE AVE
VIRECENT DR
WOODLAND ST
VAUGHN ST
MORRIS AVE
BECKS LAKE RD
JONAH ST
MINTZ LN
PINE ST
PACE PKWY
MUSCOGEE RD
STONE BLVD
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WOODBURY CIR
LSA 2016-01
CURRENT FLU
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PRINCIPAL ARTERIAL
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COLLECTOR
LOCAL ROAD
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700
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ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


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VIRECENT DR
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VAUGHN ST
MORRIS AVE
BECKS LAKE RD
JONAH ST
MINTZ LN
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LSA 2016-01
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD selection
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


60.50 (+/-)
ACRES
LSA 2016-01
LOCATION MAP
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD selection
0
1,400
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Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
COOLEY RD
PHALROSE LN
DAYLILY RD
GAINEY LN
GLENNA LN
WILLIAMS DITCH RD
COTTAGE HILL RD
CSX RR
N HIGHWAY 29
NEAL RD
CROWNDALE RD
VIRECENT RD
WISHBONE RD
CLYMIL DR
NIGHT MARES LN
PINE TOP LN
PARALLEL RD
HARVEST HILL DR
EDEN LN
WELL LINE RD
FORREST ST
OAK ST
MONROE AVE
N HIGHWAY 95A
VIRECENT DR
WOODLAND ST
VAUGHN ST
MORRIS AVE
BECKS LAKE RD
HOMELAND AVE
E PARK LN
JONAH ST
MINTZ LN
PINE ST
ROBINSON ST
PACE PKWY
MUSCOGEE RD
STONE BLVD
TAYLOR ST
BIBBS RD
S HIGHWAY 29
CSX RR
GREENBERRY RD
WOODBURY CIR
WASHINGTON ST
LINCOLN ST
BOOKER ST
BOOKER AVE
ROBINSON ST
RANSOM ST
CALLOWAY ST
HIGHWAY 297A
COUNTRY LN
KATHLEEN AVE
S HIGHWAY 95A
NJULYN RD
EATON RD


Pub
MDR
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MDR
HC/LI
HC/LI
LDR
HC/LI
MDR
HC/LI
60.50 (+/-)
ACRES
Rec
Ind
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HC/LI
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CSX RR
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STONE BLVD
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LSA 2016-01
ZONING MAP
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD selection
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2016-01 – Beck's Lake
Location:	Beck's Lake Road
Parcel #s:	11-1N-31-1000-004-001
Acreage:	60.50 (+/-) acres
Request:	From Mixed-Use Urban (MU-U) to Industrial (I)
Agent:	R. Todd Harris**,** Agent for Black Gold of Northwest Florida, Inc.
Meeting Dates:	Planning Board, June 7, 2016 BCC, July 7, 2016

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 60.50 +/- acres parcel, as depicted in Exhibit F, from Mixed-Use Urban (MU-U) to Industrial (I). The current zoning designation of the referenced parcel is Heavy Commercial-Light Industrial (HC/LI). The FLU change is proposed to allow for the operation of a borrow pit.

The subject parcel is located North of Beck's Lake Road, adjacent to the active CSX railroad track to the West. The property is primarily vacant woodland containing areas of jurisdictional wetlands.

There is a mixture of FLU categories within the surrounding area; just north of the site there is 14-lot residential development, Leonard subdivision, with a Mixed-Use Suburban (MU-S) FLU designation. The adjacent parcel to the East, also owned by the applicant, is approximately 126+/- acres, under the MU-U FLU designation. Across Beck's Lake Road to the South, the applicant owns multiple parcels totaling 53 +/- acres under the Industrial FLU category. Across U.S. Highway 29 to the West, there is a golf course on a 68 +/- acres parcel of land owned by the International Paper Company with a MU-S FLU category; just south of Muscogee Road there is a 438 +/- acres parcel accommodating an industrial facility owned by the International Paper Company.

The parcel was part of the total acreage for an approved Large Scale Future Land Use Map amendment of 188.61 +/- acres from MU-S to MU-U, (CPA 2012-01). The current applicant has received Conditional Use approval, (CU-2016-04, April 20, 2016), from the Board of Adjustments for operation of a borrow pit in HC/LI zoning.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific

level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. Connection to ECUA's system in compliance with its requirements is the responsibility of the developer. The application indicates that due to the nature of the operations, there will be no on-site need for sanitary sewer at this time. The applicant has provided with the application a letter from ECUA stating the availability of water and sewer demand capacity, (Exhibit 1). If approved, based on the operations proposed, further analysis and evaluation will be conducted during the Site Plan Review process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Based on the applicant's project description and narrative, there will be no municipal solid waste disposal on-site. If approved, based on the operations proposed, further analysis and evaluation will be conducted during the Site Plan Review process.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The subject property is within the service area of ECUA for potable water. Based on the applicant's project description and narrative, there will not be a need for potable water service on-site. Applicant provided a letter from ECUA stating availability of capacity for potable water, (Exhibit 1). If approved, based on the operations proposed, further analysis and evaluation will be conducted during the Site Plan Review process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The applicant has documented and understands the requirements for stormwater management. The applicant acknowledges that separate requirements and permitting thru other state agencies such as the Northwest Florida Water Management District may be required. If approved, based on the proposed operations, further analysis and evaluation will be conducted during the Site Plan Review process.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The following language is from an excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations Division staff:

LSA 2016-01 – Due to the planned manufacturing campus known as The Bluffs a change in the functional classification to Becks Lake Road may occur. If Becks Lake Rd is classified as a collector road, then an additional seven feet of right-of-way will be requested to be donated to the county from this parcel. If an arterial classification is required the seventeen feet of right-of-way will be requested to be donated to the county from this parcel. The amount requested is half of the required right-of-way needed for a collector or arterial roadway. The other half will be requested from parcels on the opposite side of Becks Lake Rd. Determination of right-of-way requirements will be during development review process. Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The Industrial FLU does not allow for residential densities. The applicant stated that no residential uses are proposed, therefore there will be no impact to the school system.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County.*

Analysis: The current MU-U FLU is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of Allowable Uses includes residential, retail and services, professional office, light industrial, recreational facilities, public and civic. Residential density is limited to twenty five dwelling units per acre.

The proposed Industrial FLU is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. Range of Allowable Uses includes light to intensive industrial, ancillary retail and office. No new residential development is allowed. The Residential Maximum Density is none. The Non-Residential Maximum Intensity is 1.0 Floor Area Ratio (FAR).

Approval of the amendment would eliminate residential uses from among the range of allowable uses on the subject site and increase the rate of intensity for industrial activities; the retail services and office uses would remain unchanged.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: Based on the existing Geographical Information Systems layer, the subject parcel is partially located within the 20 year wellhead protection area. The applicant has provided a memorandum from CDM Smith, a consulting engineering company, summarizing the results for a ECUA tasked analysis of the seven and 20-year wellhead protection areas with delineations, (Exhibit 3), addressing the wellhead protection areas for Escambia County, (Exhibits 5 and 7). The applicant has also provided results for a preliminary geotechnical engineering evaluation on-site, preformed by Nova Engineering and Environmental, dated November 30, 2015 (Exhibit 9). The requirements for wellhead protection areas will again be addressed at the time of specific project submittal thru the Development Review process; further permitting from outside agencies may be required.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The FLU amendment application includes a response letter and map (Exhibit 4), to a record search request indicating that the Florida Master Site File, the state's official inventory of historical and cultural resources maintained by the Florida Department of State. The site ES 3738 on the map represents the Alabama & Florida railroad that runs adjacent to westerly boundary of the parcel. Development of the site remains subject to LDC provisions in Chapter 4, Article 6, Historical and Archeological Resources, requiring the cessation of construction or other development activities should archaeological or historical artifacts or resources be discovered until a determination of significance is completed.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP CON 1.5.4 Extraction and Reclamation Review. *Escambia County will subject all new or expanded resource extraction and reclamation activities to a mandatory development review process to assess technical standards for public safety, environmental protection, and engineering design.*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The FLU amendment application includes a wetland sketch, (Exhibit 6), also an Environmental Site Conditions Survey, prepared by Wetland Sciences, Inc. dated, April 29, 2016, (Exhibit 7). If the FLU change is approved, the new proposed activities on site will be reviewed and approved by appropriate agencies, as designated by the Land Development Code.

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: Based on the application documents, the materials extracted from the site will be transported directly to the parcel across to the south on Beck's Lake, to process at the existing asphalt plant. The area's optimal location for commercial and industrial operations is highlighted by the historical development of sites requiring immediate access to the existing roadway and railway transportation infrastructure, available within this area of the County. The proposed location would encourage compact development, by utilizing a site that is adjacent to operations that are compatible in character and intensity to the proposed project thus facilitating continued industrial operations within the County.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Andrew Holmer, Development Services Manager
Development Services Department

FROM: Tommy Brown, Transportation Planner
Transportation & Traffic Operations Division

THRU: David Forte, Division Manager
Transportation & Traffic Operations Division

DATE: May 3, 2016

RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the future land use map amendment case for the upcoming Escambia County Planning Board Quasi-Judicial Hearing. Please see comments below:

- LSA 2016-01 – Due to the planned manufacturing campus known as The Bluffs a change in the functional classification to Becks Lake Road may occur. If Becks Lake Rd is classified as a collector road, then an additional seven feet of right-of-way will be requested to be donated to the county from this parcel. If an arterial classification is required the seventeen feet of right-of-way will be requested to be donated to the county from this parcel. The amount requested is half of the required right-of-way needed for a collector or arterial roadway. The other half will be requested from parcels on the opposite side of Becks Lake Rd. Determination of right-of-way requirements will be during development review process.

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

LSA 2016-01

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

✓ 1.	A	**Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).**
✓ 2.	G	**Letter of request, including reason(s) for map amendment and desired future land use category**
✓ 3.	B	**Notarized Affidavit of Ownership and Authorization (form herein)**
✓ 4.	C	**Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf**
✓ 5.	D	**Concurrency Determination Acknowledgement (form herein)**
✓ 6.	E	**Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.**
7.	G-8	**Street Map depicting general property location**
✓ 8.	F	**Legal Description of exact property area proposed for a future land use map amendment, including:** ✓ **Street Address** ✓ **Property Reference Number(s)** ✓ **Boundary Survey** ✓ **Total acreage requested for amendment**
9.	X	**Land Use Map Amendment Application fee**
✓ 10.	G	**Complete Data and Analysis (See applicable page herein)**

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT X

Current FLU: MU-U **Desired FLU:** I **Zoning:** HC/LI **Taken by:** [illegible]

Planning Board Public Hearing, date(s): 7 JUNE

BCC Public Hearing, proposed date(s): JULY.

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

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

Name: Black Gold of North West Florida, LLC

Address: 106 STONE BLVD

City: Cantonment State: FL Zip Code: 32533

Telephone: ((850) 916-0991

Email: _____

DESCRIPTION OF PROPERTY:

Street address: 200 block of Beck's Lake Rd, Cantonment, FL, 32533

Subdivision: N/A

Property reference number: Section 11 Township 1N Range 31

Parcel 1000 Lot 004 Block 001

Size of Property (acres) 60.32 +/-

EXHIBIT "A"

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

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

Cody L. Rawson 04/28/16
Signature (Property Owner) Printed Name Date

R. Todd Harris 5/2/16
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: [redacted] 714 S. Palafox St

City: Pensacola State: FL Zip: 32502

Telephone (850) 202 - 8525 Fax # ( ) -

Email: rtharris@pensacola-law.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 2nd day of May, year of 2016 by, R. Todd Harris who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current N/a as identification.

Tanya Andruczk Vaughn 5-2-16 Tanya Andruczk Vaughn
Signature of Notary Public Date Printed Name of Notary

My Commission Expires 3.30.2017 Commission No. FF 001182
(Notary seal must be affixed)

TANYA ANDRUCZK VAUGHN
MY COMMISSION # FF 001182
EXPIRES: March 30, 2017
Bonded Thru Notary Public Underwriters

EXHIBIT "B"

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 200 block Beck's Lake Rd,
Pensacola, Florida, Property Reference Number(s) 11-1N-31-1000-004-001,
I hereby designate R. Todd Harris, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 28th day of April, the year of 2016, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

Signature of Property Owner	04/28/16 Date	Cody L. Rawson Printed Name of Property Owner
Signature of Agent	5/2/16 Date	R. Todd Harris Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 28 day of Apr. 7, year of 2016, by Cody Rawson who ( ) did (X) did not take an oath.

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

Signature of Notary Public	4-28-16 Date	Darrin Johnson Printed Name of Notary Public

Commission Number EE193763 My Commission Expires 8/19/16

(Notary seal must be affixed)

DARRIN J. JOHNSON MY COMMISSION EXPIRES August 19, 2016 #EE 193763 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "C"

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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:

Black Gold Future Land Use Change (I)

Property reference #: Section 11 Township 1N Range 31

Parcel # 1000-004-001

Project Address:

200 block Beck's Lake Road

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 28th **DAY OF** April **, 20**16

Owner's signature — **Owner's name (print)** Cody L. Rawson

Agent's signature — **Agent's name (print)**

EXHIBIT "D"

Recorded in Public Records 02/04/2015 at 09:10 AM OR Book 7294 Page 1861, Instrument #2015008632, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $1870.40

Prepared By & Return to:
Ashley Lentini, as an employee of
Clear Title of Northwest Florida, LLC
2115 W. Nine Mile Road, Ste. 15, Pensacola, Florida 32502
File Number: PEN-14-8950
Parcel ID #: 111N31-1000-001-001 and 111N31-1000-002-001

SPECIAL WARRANTY DEED

This WARRANTY DEED, dated this 29 day of January, 2015, by **Figure 8 (Florida), LLC, a Florida limited liability company** whose post office address is 9995 Gate Parkway N, Suite 330, Jacksonville, FL 32246, hereinafter called the Grantor, to **Black Gold of Northwest Florida, LLC, a Florida limited liability company**, whose post office address is 106 Stone Blvd., Cantonment, Florida 32533, hereinafter called the Grantee (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Santa Rosa County, Florida, viz:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, Grantor Hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes and assessments for the year 2012 and subsequent years. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Figure 8 (Florida), LLC, a Florida limited liability company
By: Figure 8 Partners, LP, a Delaware limited partnership
By: Figure 8 GP, LLC, a Delaware limited liability company, its general partner

By: M. Ashton Hudson, president

M. Ashton Hudson, as president of and on behalf of Figure 8 GP, LLC, a Delaware limited liability company, general partner of Figure 8 Partners, LP, a Delaware limited partnership, manager of Figure 8 (Florida), LLC, a Florida limited liability company

EXHIBIT "E"

SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:

Signature: _____ Signature: _____
Printed name: Katherine McDaniel Printed name: Jennifer Harris

State of FLORIDA County of DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 29 day of January, 2015, by M. Ashton Hudson, president and on behalf of Figure 8 GP, LLC, a Delaware limited liability company, as General Partner of Figure 8 Partners, LP, a Delaware partnership as manager of Figure 8 (Florida), LLC, a Florida limited liability company.

Signature: _____, Notary Public

✓ Personally Known
OR
____ Produced Identification
type of Identification Produced _____

Notary Public State of Florida
Katherine Moore McDaniel
My Commission EE075853
Expires 03/20/2015

EXHIBIT "A"

BEGINNING AT A 1/2" CAPPED IRON ROD, NUMBER 7174, MARKING THE NORTHWEST CORNER OF LOT 36, LEONARD TRACKS SUBDIVISION, AS RECORDED IN DEED BOOK 100, AT PAGE 171, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 16 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF LOTS 36, 35, 34, 33 AND 32, OF SAID SUBDIVISION FOR A DISTANCE OF 1554.24 FEET TO 6" X 6" PLAIN CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 32, OF SAID SUBDIVISION; THENCE GO SOUTH 02 DEGREES 51 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 32, FOR A DISTANCE OF 661.04 FEET TO A 6" X 6" PLAIN CONCRETE MONUMENT, SAID POINT BEING ON THE CENTERLINE OF PECAN AVENUE (30' VACATED R/W); THENCE GO SOUTH 87 DEGREES 16 MINUTES 47 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 330.42 FEET TO AN INTERSECTION WITH THE CENTERLINE OF SATSUMA ROAD (30' VACATED R/W), SAID POINT BEING A 6" X 6" CONCRETE MONUMENT; THENCE GO NORTH 02 DEGREES 49 MINUTES 47 SECONDS EAST ALONG SAID CENTERLINE OF SATSUMA ROAD FOR A DISTANCE OF 15.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF PECAN AVENUE; THENCE GO SOUTH 87 DEGREES 16 MINUTES 47 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF PECAN AVENUE FOR A DISTANCE OF 15.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SATSUMA ROAD; THENCE GO SOUTH 02 DEGREES 49 MINUTES 47 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF SATSUMA ROAD FOR A DISTANCE OF 903.95 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF BECK'S LAKE ROAD (66' R/W); THENCE GO SOUTH 55 DEGREES 01 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1012.70 FEET TO A 5/8" CAPPED IRON ROD (ILLEGIBLE) AT AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET (30' R/W); THENCE GO NORTH 27 DEGREES 38 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF MAIN STREET (30' R/W) FOR A DISTANCE OF 1436.92 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT POINT OF CURVATURE OF A SPIRAL CURVE; THENCE GO NORTHERLY ALONG SAID EASTERLY RIGHT OF MAIN STREET AND SPIRAL CURVE CONCAVE EASTERLY AND HAVING A CHORD BEARING OF NORTH 18 DEGREES 37 MINUTES 26 SECONDS WEST, CHORD DISTANCE OF 983.48, TANGENT = 971.29 FEET, TANGENT OFFSET = 154.24 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

AND ALSO:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 58, LEONARD TRACKS SUBDIVISION, AS RECORDED IN DEED BOOK 100, AT PAGE 171, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 27 DEGREES 38 MINUTES 59 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEMS RAILROAD (100' R/W) FOR A DISTANCE OF 600.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, FOR THE POINT OF BEGINNING; THENCE GO SOUTH 63 DEGREES 39 MINUTES 21 SECONDS WEST PARALLEL TO THE SOUTH LINE OF LOT 58, FOR A DISTANCE OF 72.17 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 29 (200' R/W); THENCE GO NORTH 29 DEGREES 00 MINUTES 45 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 645.91 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7073, AT THE NORTHWEST CORNER OF LOT 58; THENCE GO SOUTH 88 DEGREES 19 MINUTES 05 SECONDS EAST ALONG THE NORTH LINE OF LOT 58, FOR A DISTANCE OF 100.34 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7073 AT THE NORTHEAST CORNER OF LOT 58; THENCE GO SOUTH 27 DEGREES 39 MINUTES 11 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEMS RAILROAD (100' R/W) FOR A DISTANCE OF 598.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

2015 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 15, 2015
Secretary of State
CC6761476907

DOCUMENT# L05000073571

Entity Name: BLACK GOLD OF NORTHWEST FLORIDA, LLC

Current Principal Place of Business:

106 STONE BLVD
CANTONMENT, FL 32533

Current Mailing Address:

106 STONE BLVD
CANTONMENT, FL 32533

FEI Number: 20-3842052

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MOORHEAD, STEPHEN R
25 WEST GOVERNMENT STREET
PENSACOLA, FL 32502 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	RAWSON, CODY	Name	RAWSON, DONNA
Address	106 STONE BLVD	Address	106 STONE BLVD
City-State-Zip:	CANTONMENT FL 32533	City-State-Zip:	CANTONMENT FL 32533

Title	MGR
Name	RAWSON, CHASON
Address	106 STONE BLVD
City-State-Zip:	CANTONMENT FL 32533

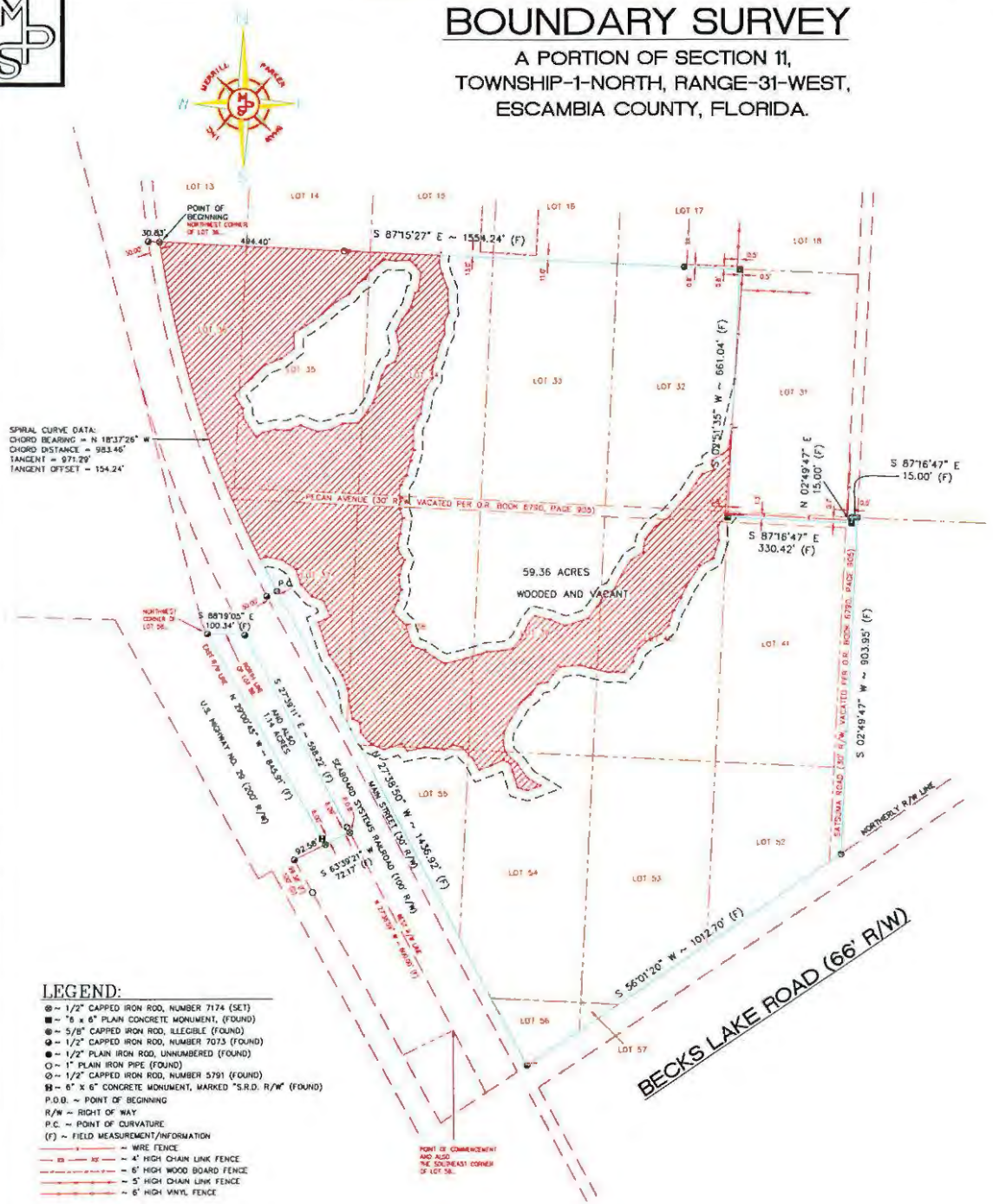
I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CODY RAWSON MGR 04/15/2015

Electronic Signature of Signing Authorized Person(s) Detail — Date

BOUNDARY SURVEY

A PORTION OF SECTION 11, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



LEGEND:

- ⊗ ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- ■ ~ 6" x 6" PLAIN CONCRETE MONUMENT, (FOUND)
- ⊕ ~ 5/8" CAPPED IRON ROD, ILLEGIBLE (FOUND)
- ◒ ~ 1/2" CAPPED IRON ROD, NUMBER 7073 (FOUND)
- ● ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ○ ~ 1" PLAIN IRON PIPE (FOUND)
- ⊘ ~ 1/2" CAPPED IRON ROD, NUMBER 5791 (FOUND)
- ⊠ ~ 6" x 6" CONCRETE MONUMENT, MARKED "S.R.D. R/W" (FOUND)
- P.O.B. ~ POINT OF BEGINNING
- R/W ~ RIGHT OF WAY
- P.C. ~ POINT OF CURVATURE
- (F) ~ FIELD MEASUREMENT/INFORMATION
- ~ WIRE FENCE
- ~ 4' HIGH CHAIN LINK FENCE
- ~ 6' HIGH WOOD BOARD FENCE
- ~ 5' HIGH CHAIN LINK FENCE
- ~ 6' HIGH VINYL FENCE

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

DESCRIPTION: *PREPARED BY MERRILL PARKER SHAW, INC.*

BEGINNING AT A 1/2" CAPPED IRON ROD, NUMBER 7174, MARKING THE NORTHWEST CORNER OF LOT 36, LEONARD TRACKS SUBDIVISION, AS RECORDED IN DEED BOOK 100, AT PAGE 171, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 15 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF LOTS 36, 35, 34, 33 AND 32, OF SAID SUBDIVISION FOR A DISTANCE OF 1554.24 FEET TO 6" X 6" PLAIN CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 32, OF SAID SUBDIVISION; THENCE GO SOUTH 02 DEGREES 51 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 32, FOR A DISTANCE OF 661.04 FEET TO A 6" X 6" PLAIN CONCRETE MONUMENT, SAID POINT BEING ON THE CENTERLINE OF PECAN AVENUE (30' VACATED R/W); THENCE GO SOUTH 87 DEGREES 16 MINUTES 47 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 330.42 FEET TO AN INTERSECTION WITH THE CENTERLINE OF SATSUMA ROAD (30' VACATED R/W), SAID POINT BEING A 6" X 6" CONCRETE MONUMENT; THENCE GO NORTH 02 DEGREES 49 MINUTES 47 SECONDS EAST ALONG SAID CENTERLINE OF SATSUMA ROAD FOR A DISTANCE OF 15.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF PECAN AVENUE; THENCE GO SOUTH 87 DEGREES 16 MINUTES 47 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF PECAN AVENUE FOR A DISTANCE OF 15.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SATSUMA ROAD; THENCE GO SOUTH 02 DEGREES 49 MINUTES 47 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF SATSUMA ROAD FOR A DISTANCE OF 903.95 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF BECKS LAKE ROAD (66' R/W); THENCE GO SOUTH 56 DEGREES 01 MINUTE 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1012.70 FEET TO A 5/8" CAPPED IRON ROD, (ILLEGIBLE) AT AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET (30' R/W); THENCE GO NORTH 27 DEGREES 38 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF MAIN STREET (30' R/W) FOR A DISTANCE OF 1436.92 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT A POINT OF CURVATURE OF A SPIRAL CURVE; THENCE GO NORTHERLY ALONG SAID EASTERLY RIGHT OF MAIN STREET AND SPIRAL CURVE CONCAVE EASTERLY AND HAVING A CHORD BEARING OF NORTH 18 DEGREES 37 MINUTES 26 SECONDS WEST, CHORD DISTANCE OF 983.46, TANGENT = 971.29 FEET, TANGENT OFFSET = 154.24 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 59.36 ACRES.

AND ALSO:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 58, LEONARD TRACKS SUBDIVISION, AS RECORDED IN DEED BOOK 100, AT PAGE 171, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 27 DEGREES 38 MINUTES 59 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEMS RAILROAD (100' R/W) FOR A DISTANCE OF 600.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, FOR THE POINT OF BEGINNING; THENCE GO SOUTH 63 DEGREES 39 MINUTES 21 SECONDS WEST PARALLEL TO THE SOUTH LINE OF LOT 58, FOR A DISTANCE OF 72.17 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 29 (200' R/W); THENCE GO NORTH 29 DEGREES 00 MINUTES 45 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 645.91 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7073, AT THE NORTHWEST CORNER OF LOT 58; THENCE GO SOUTH 88 DEGREES 19 MINUTES 05 SECONDS EAST ALONG THE NORTH LINE OF LOT 58, FOR A DISTANCE OF 100.34 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7073 AT THE NORTHEAST CORNER OF LOT 58; THENCE GO SOUTH 27 DEGREES 39 MINUTES 11 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEMS RAILROAD (100' R/W) FOR A DISTANCE OF 598.22 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 1.14 ACRES.

SURVEYOR'S NOTES:

1.) THE NORTH ARROW AND FIELD BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH ZONE, LAMBERT PROJECTION, RELATIVE TO NAD 83 (2011).

2.) SOURCE OF INFORMATION: DEEDS OF RECORD, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS AND EXISTING FIELD MONUMENTATION.

3.) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.

4.) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

5.) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.

6.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.

7.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

8.) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

CERTIFIED TO:

BLACK GOLD OF NORTHWEST FLORIDA, INC.
CLEAR TITLE OF NORTHWEST FLORIDA, INC.
WESTCOR LAND TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.050, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. WAYNE PARKER, REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

COPYRIGHT © 2014 BY MERRILL PARKER SHAW, INC.

NO.	DATE	APPR.	REVISIONS:

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

EXHIBIT "F"

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY. PENSACOLA, FL 32503
PH: (850) 478-4923
FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

SCALE: 1" = 200' | DRAWN: WPJ | CHECKED: EWP | DATE: 1/21/15
FIELD DATE: 1/2/15 | FIELD BOOK: 282, PAGE 30

BOUNDARY SURVEY
A PORTION OF SECTION 11, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

PREPARED FOR: BLACK GOLD OF NORTHWEST FLORIDA
REQUESTED BY: TED WALKER

JOB NO. 14-7120-1 | SHEET 1 OF 1

McDONALD
FLEMING
MOORHEAD
ATTORNEYS AT LAW

REPLY TO:
R. TODD HARRIS

rtharris@pensacolalaw.com
Fax: (850) 477-4510

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R. TODD HARRIS
BELINDA B. DE KOZAN
BRUCE A. MCDONALD
STEPHEN R. MOORHEAD
STEPHEN L. WALKER
KATHLYN M. WHITE

OF COUNSEL
MICHAEL L. FERGUSON
WILLIAM J. GREEN
(1943-2012)

April 29, 2016

VIA HAND DELIVERY

Horace Jones, Director
Juan Lemos, Senior Planner
Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Re: Letter of Request/Data and Analysis
Beck's Lake Road – Large Scale Amendment
From Mixed Used Urban (MU-U) to Industrial (I)
Parcel #11-1N-31-1000-004-001 ("the Property")
Acreage: 60.32 +/-
Zoning: HC/LI

Dear Mr. Jones and Mr. Lemos:

This firm has the privilege of representing the applicant for purposes of the requested future land use change. An amendment of the future land use map to provide for an Industrial (I) future land use is necessary and appropriate to allow soils and other natural materials to be excavated and removed from the Property.

A conditional use has recently been approved by Escambia County allowing for excavation and removal of soils and other natural materials from the Property. (CU-2016-04). In 2012, the Property was part of a 188 acre large scale map amendment (CPA 2012-01) changing the future use to Mixed Use Urban. Some of the data and analysis utilized during that review process will be referenced for purposes of this request.

EXHIBIT "G"

DATA AND ANALYSIS

1. Comparative Analysis[1]

Potable Water: The ECUA would be the potable water provider for the parcel. The proposed future land use change would not allow for any new residential development. Therefore no "per capita" level of service (LOS) analysis is necessary in regard to residential connections. Unlike residential development for which population can be estimated from proposed dwelling units, non-residential development has no associated population that can be used to evaluate the potential impacts on the provider's adopted per capita LOS. Notably, the proposed use of the property for excavation and removal of soils and other natural materials does not require potable water.

However, if potable water was ever needed, the ECUA has confirmed it has a water line of adequate size (12") to service industrial development of the Property. See Exhibit 1.

Sanitary Sewer: The ECUA would be the sanitary sewer provider for the parcel. The proposed future land use change would not allow for any new residential development. Therefore, it is not necessary to calculate for purposes of residential LOS. There is no equivalent residential connection to calculate because the proposed resource extraction use does not require sewer usage.

However, if the Property ever did require sewer service, the ECUA has identified nearby sewer lines of sufficient size on Becks Lake Road (2" FM) to service industrial development. Exhibit 1

Solid Waste: The proposed future land use change would not allow for any new residential development. The potential impacts of non-residential development on a per capita adopted LOS standard for solid waste cannot reasonably be estimated.

The proposed use of the Property for excavation and removal of soils and other natural materials will not generate any significant solid waste collection or disposal. Notably, when considering the 2012 future land use change which allowed for residential development on the entire 188 acres, staff found that "Based on the level of service

[1] An analysis of the Property's current impacts can be found at Exhibit 2. Note that this analysis considers the Property as part of a 188 acre future land use change.

standards and estimated life of the landfill, there not be any additional impact on capacity." See Exhibit 2

Finally, in regard to water, sewer and waste, the applicant for the 2012 future land use change for 188 acres obtained ECUA confirmation that "adequate system resources are available to support potable water, sanitary sewer and solid waste needs for a development sized at 250,000sf and 50,000gpd." See Exhibit 3. In this case, the Property is less than 1/3 the size considered for the 2012 change and does not allow for residential development.

Accordingly, there would be no negative impact on water, sewer or waste disposal infrastructure as a result of the requested change to Industrial.

Stormwater Management: Pursuant to INF 3.1.7 Level of Service (LOS) Standard, stormwater management LOS will be monitored through the provisions in the LDC design standards. Accordingly, LOS compliance will be addressed as part of the site development review process.

Additionally, permitting through the Northwest Florida Water Management District may be required for purposes of the Property's intended use.

Traffic: The number of trips generated by the proposed future land use change will not unduly burden impacted road segments of Hwy 29, Muscogee Rd/Beck's Lake Road. In 2011/2012, Planning and Zoning staff analyzed the impact of changing the future land use of the property (which was part of 188 acres being considered in the analysis) from Mixed Use Suburban to the more intensive Mix Used Urban category. In regard to the potential impact of trips generated by possible development, staff found that an industrial park use, which is more intensive than "a heavy industrial use" (i.e. those allowed under an Industrial future land use) would not generate trips exceeding the capacity of the adjacent roadways:

> The county's Transportation & Traffic Operations Division analyzed the impacts on area roads from trips generated by potential use of the parcel. The analysis estimated the impacted road segments of U.S. Highway 29 and Muscogee Rd (CR-184) would all maintain their adopted levels of service established in Comprehensive Plan Policy Mobility Element (MOB)1.1.2 and would meet the test for concurrency prescribed by Land Development Code (LDC) Section 5.12.00. Potential trip generation was based on "industrial park" land use as

> defined by the Institute of Transportation Engineers. That use is a more trip-intensive use than possible heavy industrial use and is a best-fit characterization of the potential impacts of the industrial FLU. (emphasis supplied)[2]

Based on staff's prior analysis, the proposed future land use (on acreage one-third the size of the 188 acre property considered in the staff analysis) would not generate trips exceeding the capacity of adjacent roadways. Accordingly, the proposed future land use change would not unduly burden the adjacent roadways.

Recreation and Open Space: REC 1.3.5 Areas within Private Development states that, "[t]he LDC will clearly articulate the provision of open space and recreation areas within private developments." No residential use will be permitted under an Industrial future land use. No analysis is or will be needed regarding the provision of recreation and open space. If such analysis was needed, it would be conducted during the development review process.

Schools: No residential use will be permitted under an Industrial future land use. Therefore, there will be no impact on Escambia County schools.

2. Proximity and Impact on:

Wellheads: Cantonment Well #40 is approximately 200 feet to the south of the southern property line of the Property. According to a 2013 report provided by the Emerald Coast Utilities Authority (ECUA) to Escambia County, there is no established Well Head Protection Area (WHPA) for Well #40 because numerous factors have produced a travel time of at least 31 years:

> The minimum time of travel from the water table to the Cantonment Well #40 is 31 years; therefore, there exists no 7 or 20 year WHPA for this well. The longer travel time is a result of several factors including the depth of the well, the increasing thickness of the Sand and Gravel Aquifer in this area and to the north; and potentially the influence of over 20 mgd of International Paper withdrawals to the west.[3] (emphasis supplied)

---

[2] See Exhibit 2.

[3] See December 27, 2013 "Well Head Protection Area Development" Report, page 3, and fig 2. Exhibit 5. As noted in the transmittal letter from the ECUA, this report was provided in response to a request for the "latest wellhead protection area updates..." (emphasis supplied)

Accordingly, the requested future land use change will not impact Well #40. Furthermore, the confining layer protecting the aquifer is located at an approximate 30 foot depth. Any materials suitable for excavation are above that depth.[4] Furthermore, as noted in the ECUA report, there is an "increasing thickness of the Sand and Gravel Aquifer in this area." Notably, the Site Condition Survey (Exhibit 7) examines the ECUA report and agrees, based on that report, that the Property is not located within a 7 or 20 year WHPA. Any issues relevant to the Well can be addressed during the development review process.

Historically Significant Sites: According to the State of Florida Division of Historical Resources, the only "historically" significant item located on or near the Property is the railroad track to the west of the Property. The attached map provided by the State shows every item on record within a 1 mile radius of the Property. Nothing of historical significance would be adversely impacted by the proposed future land use change. See Exhibit 4

Wetlands: There are approximately 17.64 acres of wetlands on the north and northeast portion of the Property. See Exhibit 6 The proposed development would not encroach upon those wetlands and would be reviewed for compliance during the development review process. The attached Site Condition Survey provided by Wetland Sciences demonstrates it is possible for the Property to be developed under the proposed future land use change with no negative environmental impact. See Exhibit 7

3. Need for the Future Land Use Category and Consistency with Escambia County Comprehensive Plan

Consistent with FLU 1.3.1, the Industrial future land use change allows for uses compatible with adjacent or nearby properties and will facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. The following uses are adjacent or near to the Property:

- To the immediate east of the property is vacant land with a Mixed Use Urban future land use and a commercial/light industrial zoning.

[4] See Exhibit 9

- To the south is Beck's Lake Road which separates the property from an asphalt plant and a paving and grading facility. The intended use of the property for excavation and removal of soils and other natural materials will service the asphalt plant and reduce the need for the asphalt plant to import material; thereby reducing the burden on infrastructure and the need to find suitable locations in other parts of the County to obtain suitable materials.

- To the west, Hwy 29 and a railroad track separate the property from a golf course.

- To the southwest is the International Paper Mill, which sits on approximately 438 acres and has been a presence in the region since 1941. The paper mill is arguably the most intense industrial presence in all of Escambia County.

- To the immediate north of the project will be a wooded vacant buffer of at least 500 feet. The buffer area includes approximately 15.3 acres of jurisdictional wetlands. Farther to the north are approximately 8 lots bordering the property all of which are zoned for low density residential use.

- There are a variety of commercial uses, including two gas stations, which surround the intersection of Hwy 29/Beck's Lake/Muscogee and which are in relatively close proximity to the Property.

Exhibit 8 shows the surrounding streets and land uses. Those uses are predominately commercial and industrial. The Paper Mill has essentially made this area industrial since 1941. The close proximity (approximately 300 feet) of the Property to a major arterial corridor (Highway 29) ensures traffic does not travel through residential areas prior to reaching their main transportation route. A railroad track separates the Property from Highway 29, making future access possible for the transportation of materials by rail. The significant wooded and wetland buffering to the north mitigate any potential impact on residential uses.

The Comprehensive Plan prohibits "resource extraction" in all future land use categories other than "Agriculture, Rural Community, Industrial, and Public" (CON 1.5.2). Changing the future land use will allow development (following the receipt of required permits) for resource extraction required to obtain materials essential for production of, among other things, asphalt. The primary asphalt plant at which it will be used is located about 200 feet to the south of the property, just across Beck's Lake Road.

This location means fewer trips by trucks on Hwy 29, greatly reduced fuel consumption, and reduced burden on transportation infrastructure in general.

The Property is located in the central part of the County which means that if materials are transported to locations other than the adjacent asphalt plant, trucks are driving fewer miles and placing less of a burden on transportation infrastructure.

Amending the future land use map as requested provides industrial property in *a central industrialized area* of the County and reduces the need to find another location for excavation and removal of soils and other natural materials – a location which will likely not be as suitable.

Finally, because the Industrial future land use does not allow for new residential development (and the prior future land use did), is not automobile dependent, and does not require the extension of public service or facilities in an inefficient manner, the future land use change does not contribute to urban sprawl. Furthermore, it:

a. Promotes the efficient and cost-effective provision or extension of public infrastructure and services by locating an industrial use within 300 feet of a major arterial corridor and directly across the street from industrial uses which the Property is most likely to service; thereby reducing the burden on public infrastructure and the cost of maintaining it;

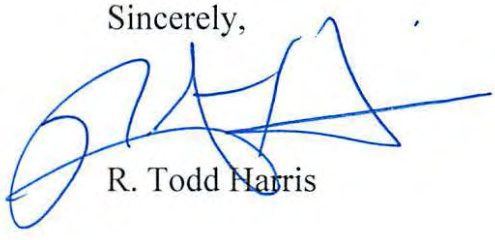
b. Promotes conservation of energy by reducing fuel consumption by locating an industrial use within 300 feet of a major arterial corridor and directly across the street from industrial uses which the Property is most likely to service;

c. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils by reducing the need to locate suitable soils for extraction in the agriculturally rich farmland in the northern part of the County.

d. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area by providing industrial property that can produce the materials necessary to build, among other things, the roads necessary to support the residential population.

Should you need any further information for purposes of considering this application, please do not hesitate to contact my office.

Sincerely,



R. Todd Harris

Enclosures (as referenced)

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 969-3308

November 30, 2015

Tom Hammond, P.E.
Hammond Engineering
3802 North S Street
Pensacola, Florida 32503

Re: **Letter of Capacity Reservation**
Black Gold Borrow Pit-190 Beck's Lake Road

Dear Mr. Hammond:

In response to your inquiry concerning availability of water and sewer services for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed, approved, and constructed in accordance with ECUA's policies and procedures and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

Sincerely,

William E. Johnson, Jr., PE/LS
Director of Engineering

WEJ/bs

x:\tracking\concurrency-availability ltr from request for service form\2015\black gold borrow pit-190 beck's lake road.docx

Vicki Campbell, District One
Lois Benson, District Two
Elvin McCorvey, District Three
Dale Perkins, District Four
Larry Walker, District Five

EXHIBIT 1

Capacity Reservation Form

Date 11/16/15 Service Requested: Water N/A Sewer N/A

Name of Project BLACK GROUP BORROW PIT Area(Acres) 60

PROJECT ADDRESS – *THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (ATTACH LOCATION MAP) 190 Beck's Lake Road

Type Development: Residential ____ Commercial ____ Industrial X Other ____

(Explain) BORROW PIT FOR FILL MATERIAL

Number and/or Size of Units ____

Estimated Flow: (Average Day) Water 0 Sewer 0 Fire 0

How will water and/or sewer be provided if not from ECUA? ____

Special Requirements: ____

Owner of Property: (type or print) BLACK GROUP, LLC

Address: 106 STONE BLVD, CANTONMENT FL Phone: 968 0991

Developer: (type or print) See Above

Address: ____ Phone: ____

Engineer: (type or print) TAY HAMMOND

Address: (type or print) 3802 N. 55TH PENSA Phone: 434 2603 Email: tonesebuilders@yahoo.com

Submitted By: (type or print) ____ Title: ____

Signature of Submitter ____ Title: ____

FOR ECUA USE: **MAP PAGE:** R.36

Nearest Water Line of Adequate Size: BECKS LAKE RD

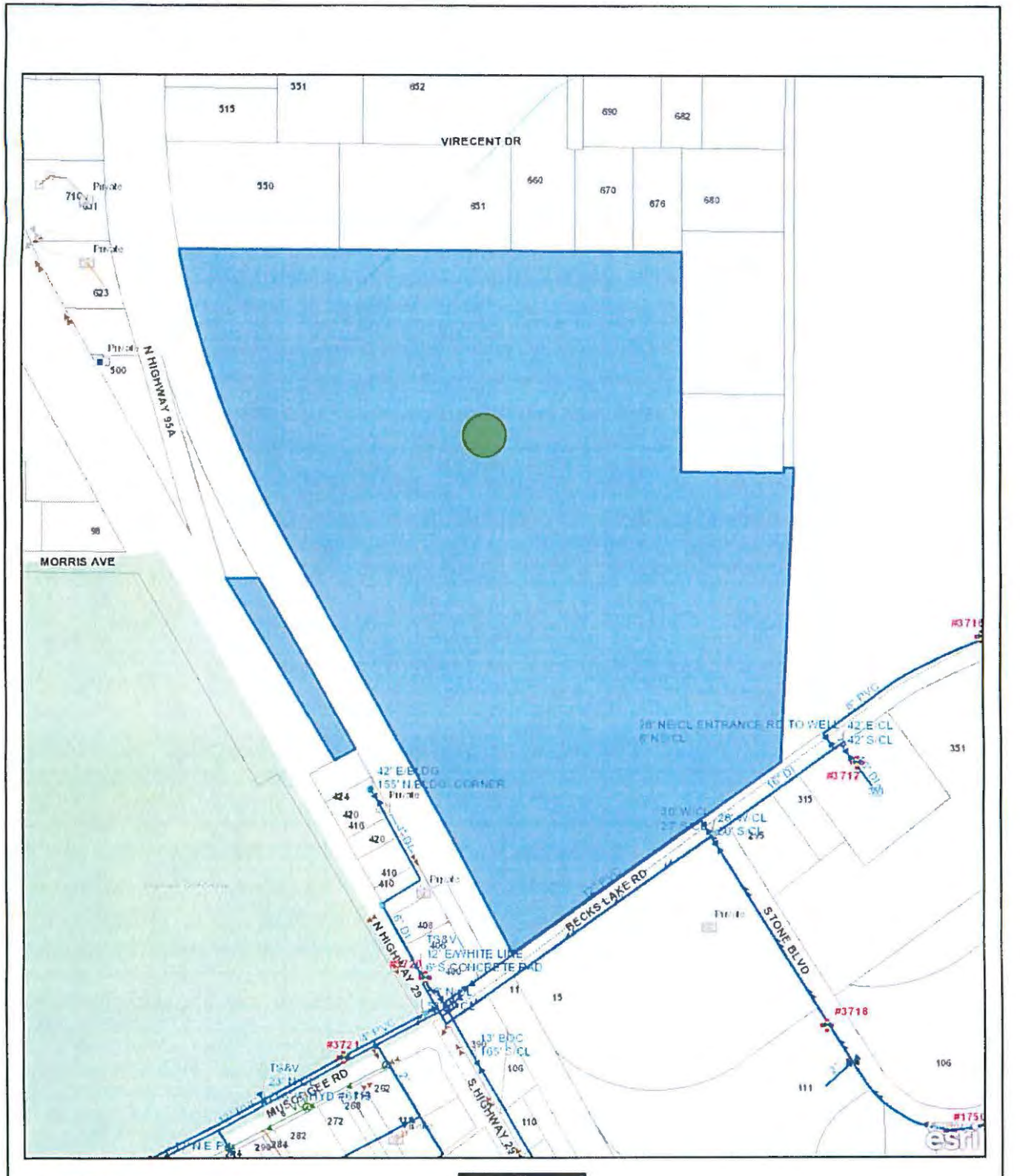
Size: 12" Pressure: HYD. # 3720 / # 3716

Nearest Sewer Line of Adequate Size: BECKS LAKE RD

Size: 2" FM 1st L/S: ____ 2nd L/S: ____ Plant: CWRF

ECUA Sanitation? ____

Prepared By Wendell Kutzen **Date** 11-30-15 **Reviewed By** ____



DISCLAIMER

The Emerald Coast Utilities Authority map/data is informational records of the approximate location of ECUA water and/or sewer facilities only. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown. It is provided for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. This map/data is not guaranteed accurate or suitable for any use other than that for which it was gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

Powered by VANTAGEPOINTS

EMERALD COAST
UTILITIES AUTHORITY

ECUA Fire Hydrant Flow Data

Requested Information

In response to your request for fire hydrant flow information, ECUA is able to provide the data in the table below. Additional testing or data collection may be performed with the approval and supervision of ECUA.

ECUA Fire Hydrant #	Date Tested	Flow [gpm]	Static Pressure [psi]	Residual Pressure [psi]	Comments
3720	6/30/09	1140	70	56	
3716	8///05/09	1210	80	62	

DISCLAIMER

This Emerald Coast Utilities Authority fire hydrant flow test data is from a single test performed at an arbitrary point in time and as such is not assumed to be representative of typical water system conditions. No representation is made as to its accuracy and ECUA disclaims any and all liability with respect to any information given. It is provided as information only and is not to be used as the basis for development of construction plans or any type of engineering service. This data is not guaranteed to be accurate or suitable for any use other than that for which it was gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

Comprehensive Plan Amendment
Staff Analysis

General Data

Project Name:	CPA 2012-01 – Becks Lake Road
Location:	200 block of Becks Lake Rd
Parcel #s:	11-1N-31-1000-002-001
Acreage:	188.61 (+/-) acres
Request:	From Mixed Use Suburban (MU-S) to Mixed Use Urban (MU-U)
Agent:	Wiley C. "Buddy" Page, Agent for Figure 8, Florida, LLC, Owners
Meeting Dates:	Planning Board October 10, 2011 BCC November 3, 2011

Summary of Proposed Amendment:

The agent has requested a future land use (FLU) map amendment to change the future land use category of a 188.61(+/-) acre parcel from Mixed Use Suburban Future Land Use to Mixed Use Urban Future Land Use. The zoning designation for the referenced parcel is Villages Agricultural (VAG-1).

The subject parcel runs East along Beck's Lake Road and North along a railroad to the East of Highway 95A and is adjacent to a residential neighborhood.

The agent has indicated that the intent of the proposed FLU change is to allow for the development of industrial processing/manufacturing/warehousing with uses consistent with existing properties on the south side of Becks Lake Road. If the amendment is approved a rezoning is required.

Land Use Impacts:

Residential Impact

Under Comprehensive Plan Policy 1.3.1, the current Mixed Use Suburban (MU-S) future land use category has a maximum intensity of 1.0 Floor Area Ratio (FAR) and no Minimum Intensity for non Residential uses. It allows for a mix of residential and non-residential uses such as residential, retail and services, professional office, recreational facilities and public and civic.

The proposed amendment to Mixed Use Urban (MU-U) future land use category allows for a 0.25 Minimum intensity FAR and a Maximum Intensity of 2.0 FAR, with a maximum density is 25 du/acre. Using the calculation above, the total number of

EXHIBIT 2

allowable dwelling units is 4,715. If the amendment is granted, there is the possibility for an increase of 2,829 dwelling units for the parcel area. The proposed future land use category allows for the same uses as MU-S with the addition of light industrial development. Since the proposed future land use will allow for light industrial type uses, staff has some concerns that the proposed development could adversely impact the residential community by allowing for more intense development because of the higher floor area ratio.

Infrastructure Availability:

FLU 1.5.3 New Development and Redevelopment in Built Areas
To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities
Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System
Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards
Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.
The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may

satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

Potable Water

Emerald Coast Utility Authority (ECUA) would be the potable water provider for the parcel. The adopted level of service (LOS) standards for, potable water, are established in Comprehensive Plan Policy INF 4.1.7. ECUA standard is 250 gallons per capita per day per residential connection per day. For non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application.

Unlike residential development for which population can be estimated from proposed dwelling units (households), non-residential development has no associated population that can be used to evaluate the potential impacts on the provider's adopted per capita LOS.

As indicated by the agent's analysis and confirmed by a letter from the Emerald Coast Utility Authority, potable water service exists in the area of the amendment parcel with a 12 inch water line on the north side of Becks Lake road and a two inch line on the south side.

Sanitary Sewer

The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 are an average of 210 gallons per residential connection per day and a peak of 350 gallons per residential connection per day. The policy also states that the LOS requirements for non-residential uses shall be based upon an equivalent residential connection calculated by the provider, and on the size of the non-residential water meter. However, neither the Emerald Coast Utilities Authority (ECUA) nor any other provider presently has sewer collection lines that can serve the parcel, the nearest connection is on the west side of Highway 29 on Muscogee Road. No documentation was provided to demonstrate the connection to sanitary sewer will be connected. In order to meet the requirement of the Comprehensive Plan, the developer will need to connect to sanitary sewer. The agent's analysis stated, "the new wastewater treatment facility will have a maximum treatment flow of 50mgd, suggesting it to adequately support new development through the design year of 2030.

Solid Waste Disposal

As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. Solid waste from the parcel will be disposed at the Perdido Landfill. The current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated

annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years.[1]

The agent identified Emerald Coast Utilities as the solid waste provider to service the parcel, but no characterization or quantification of waste generation was made.

The potential impacts of the non-residential development on a per capita adopted LOS standard for solid waste cannot be reasonably estimated, however, if granted the possibility exists for additional residential dwelling units. Based on the level of service standards and estimated life of the landfill, there will not be an additional impact on capacity.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:

a. *The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.*
b. *Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.*
c. *The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.*
d. *The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.*

Any new development on the parcel must meet these LOS requirements and may necessitate the construction of stormwater management facilities. Drainage LOS compliance would be addressed as part of the site development review process.

Traffic Concurrency

Under Comp Plan CMS 1.1.2 ***Primary Tasks.*** *The County Administrator, or designee, shall be responsible for the five primary tasks described below:*

a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
b.Determining concurrency of proposed development that does not require BCC approval;

[1] Solid Waste, Escambia Co. Comp. Plan Implementation Annual Report, FY 09/10

c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;
d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and
e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

The agent's description for the intended uses included industrial operations and focused on the current plant operations on the south side of Becks Lake Road to estimate future hourly trips on Becks Lake Road.
The county's Transportation & Traffic Operations Division analyzed the impacts on area roads from trips generated by potential use of the parcel. The analysis estimated the impacted road segments of U.S. Highway 29 and Muscogee Rd (CR-184) would all maintain their adopted levels of service established in Comprehensive Plan Policy Mobility Element (MOB)1.1.2 and would meet the test for concurrency prescribed by Land Development Code (LDC) Section 5.12.00. Potential trip generation was based on "industrial park" land use as defined by the Institute of Transportation Engineers. That use is a more trip-intensive use than possible heavy industrial use and is a best-fit characterization of the potential impacts of the industrial FLU. Using calculations based on the maximum density of 25 du/acre on 95 acres, with a mixed-use approach of both apartments and industrial, the traffic generated exceeded the capacity of US 29 and Muscogee Rd.

Recreation and Open Space

REC1.3.2 ***Open Space Requirements.*** *Escambia County shall require the provision of open space by private development when such development is a planned unit development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.*

Although the agent is not proposing a residential development, granting the amendment has the potential to create additional population up to 25 dwelling units/acre. If a residential development is proposed, the level of service standards would apply for the residential impacts for the proposed development.

Schools

OBJ PSF 2.1 Level of Service Standards
The agent indicated the future development would not be of residential nature with no additional demand for school capacity, Calculating the more intense use for residential, if the amendment is granted, there is a possibility for an increase of approximately 850 elementary students, 418 middle school students, and 522 high school students for a total of 1,790 additional students, therefore creating the need to do mitigation to ensure the level of service standards are met in accordance with the comprehensive plan.

SUMMARY: Test for concurrency and allocation for capacity on roadways, potable water, wastewater, solid waste, stormwater, public schools and recreation, shall be determined at the time of site plan review.

ANALYSIS OF SUITABILITY

Suitability: The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.

Impact on Wellheads, Historically Significant Sites and the Natural Environment:

Wellheads:

CON 1.4.1 ***Wellhead Protection.*** *Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

The nearest potable wellhead, ECUA Cantonment well, is approximately 250 feet south of the parcel site. The site is within the 20 year travel time contour of that well. All impacts to the wellhead protection area must be reviewed and mitigated as part of the development review process.

Historically Significant Sites:

FLU 1.2.1 ***State Assistance.*** *Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

The agent's analysis indicated no historical significance for the amendment site, and an email from the historical research associate with the University of West Florida (UWF) concluded no recorded archaeological sites, historic structures, cemeteries, or National Register of Historic Places properties were found on the subject parcel.

Wetlands:

CON 1.1.2 ***Wetland and Habitat Indicators.*** *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

As reported in the agent's analysis, a site conditions survey submitted by Wetland Sciences, Inc., states that there are approximately 47(+/-) acres of wetland areas on the 190 (+/-) acre site with approximately 136(+/-) acres of uplands. The proposed development shall be reviewed for compliance with the all the federal, state and local regulations prior to the issuance of any site plan approval.

Summary: As previously stated, there were no archaeological or historic sites on the amendment parcel. The amendment shall avoid any potential impacts to the environmentally sensitive area and should preserve the natural function of wetlands and natural resources on the subject parcel. There are similar uses of density and intensity around the parcel which will strengthen the jobs-to-housing ratio in the area. Staff concludes that this development will satisfy the suitability analysis.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

For determining if the amendment discourages the proliferation of urban sprawl, it must incorporate a development pattern or urban form that achieves four or more of the eight criteria listed. The amendment may meet the following:

1. *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

   The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North.

2. *Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*

   The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other industrial uses within the area.

3. *Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.*

   In the same manner as the nearby Sector Plan, this amendment would support economic development and improve the job–to-housing balance.

4. *Provides used, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented development or new towns as defined in s. 163.3164.*

   The proposed amendment allows for more intense use, higher density, more mixed use, assists to congregate industrial uses around transportation infrastructure and allows for an increase in industrial uses.

SUMMARY: It appears this proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

Comprehensive Plan Consistency and Relevant Policies:

Urban Sprawl:
A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner and failing to provide a clear separation between urban and rural uses.

FLU 1.3 Future Land Use Map Designations:
"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Mixed Use Urban Future Land Use Category:

FLU 1.3.1 states that the Mixed Use Urban FLU "provides for and allows intensive mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses."

The agent's analysis did not reference the area that will require buffering and allow coexistence with surrounding uses; the amount of existing woodland to remain or be supplemented with additional vegetation cannot be evaluated in the absence of site-specific development plans.

As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency. The adopted levels of service would appear to be maintained with the proposed industrial development of the parcels.

New industrial uses in the MU-U category may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process.

Escambia County Engineering Department, Traffic and Development Division

INITIAL TEST FOR TRAFFIC CONCURRENCY WORKSHEETS

DEVELOPMENT REVIEW COMMENTS

Future Land Use Ammendment

Rev 01/28/03

Planning ID #:

Pre-App: _____ **MP:** _____ **PP:** _____ **SP:** _____ **Mini:** _____

Project Name & Address: Figure 8 Florida, LLC - Becks Lake Rd

Roadway Facility: US 29 from Nine Mile Rd to Well Line Rd

Project Description: Industrial Park **District:** _____ **TAZ:** _____

Worksheet Prepared By: Thomas Brown, Jr **Phone:** (850) 595-3404 **Date:** 09/19/11

TRIP GENERATION

Source: latest edition of *Trip Generation,* ITE or data collected from related development may be accepted if sufficiently documented.

ITE Land Use: Industrial Park		**ITE Code:** 130		**Page #:** 153	
Independent Variable: Acres					
Size of Independent Variable:		95.00	[A]		
Average Rate for PH (4-6 P.M.) of Adjacent Street Traffic:		8.84	[B]		
Driveway Trips (A*B), result from fitted curve equation or trips from locally collected data:		839.8	[C]		
Internal Capture Rate Percentage (if applicable):				20%	[D]
Internal Trips (C*D):				168.0	[E]
Adjusted Driveway Trips (C-E):				671.8	[F]
ITE Land Use: Apartments		**ITE Code:** 220		**Page #:**	
Independent Variable: Dwelling Units					
Size of Independent Variable:	25 du/ac x 95 ac	2375.00	[A]		
Average Rate for PH (4-6 P.M.) of Adjacent Street Traffic:		0.62	[B]		
Driveway Trips (A*B), result from fitted curve equation or trips from locally collected data:		1472.5	[C]		
Internal Capture Rate Percentage (if applicable):				10%	
Internal Trips (C*D):				147.3	
Adjusted Driveway Trips (C-E):				1325.3	
Pass-By Trip Percentage (if applicable):				0%	
Pass-By Trips (F*G):				0.0	
New Driveway Trips (F-H):		672 + 1325		1997	

If additional information or further discussion is needed, please call for an appointment.

AREA OF INFLUENCE FOR TRIP DISTRIBUTION / ASSIGNMENT

Is the number of New Driveway Trips **[I]**, greater than 50 for commercial or greater than 5% of the Service Volume (column 22) for residential? **NO**

X If **"YES"** to **[J]**, applicant is required to submit trip distribution for the proposed development. Applicant is encouraged to discuss methodology prior to preparing trip distribution.

_____ If **NO"** to **[J]**, continue with PART I: *De Minimis* Determination on the following page.

If additional information or further discussion is needed, please call for an appointment.

ROADWAY IMPACT ANALYSIS

Complete an **Attachment** for ***each*** impacted roadway segment to determine if the traffic impact is *de minimis* (PART I).
If the impact is non *de minimis*, continue with PART II. Reference the latest edition of the *Traffic Volume and Level Of Service Report*.

Attachment 1 of 2

Project Name & Address: Figure 8 Florida, LLC - Becks Lake Rd
Roadway Facility: US 29 from Nine Mile Rd to Well Line Rd

PART I: *De Minimis* Determination

Based on the LDC Section 5.12.03 adopted March 1, 2001. Reference the latest edition of the *Traffic Volume and LOS Report*.

New Driveway Trips (F-H):		1997	[I]
Trip Distribution (% entering):		50%	[K]
Allocated Trips (I*K):		999	[L]
2-Way PM PH Service Volume (column 18):		3,390	[M]
1% of Service Volume (column 21 or M*.01):		34	[N]
Are Allocated Trips greater than 1% of the Service Volume (is L > N)?	965	**YES**	[O]
Existing Total Trips (column 16):		2,529	[P]
Proposed Total Trips (L+P):		3,528	[Q]
110% of Service Volume (column 23 or M*1.10):		3,729	[R]
Are Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	-202	**NO**	[S]
Is the roadway segment on a designated hurricane evacuation route (column 24)?		**YES**	[T]

_____ If **"NO"** for **[O]**, **[S]**, and **[T]**, traffic impact is *de minimis*. No further analysis is required.

X If **"YES"** for **[O]**, **[S]**, or **[T]**, traffic impact is non *de minimis*. Continue with PART II.
- X If **"YES"** to **[T]**, continue with question **[U]** only, in PART II below; or
- _____ If **"YES"** to **[O]** and/or **[S]** only and **"NO"** to **[T]**, continue with question **[V]** only, in PART II below.

PART II: Non *De Minimis* Concurrency Determination

If **"YES"** to **[T]**, is the number of Proposed Total Trips greater than the Service Volume (is Q > M)?	138	**YES**	[U]
If **"NO"** to **[T]**, is the number of Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	-202	**N/A**	[V]

_____ If **"NO,"** the roadway segment meets the test for concurrency. No further analysis required.

X If **"YES,"** identify which method will be used to maintain the adopted Level of Service:
- _____ applying applicable trip reduction methods for service or commercial developments,
- _____ conducting a Traffic Impact Analysis Report (TIAR),
- _____ reducing the scale or scope of the proposed project,
- _____ withdrawing the application, or
- _____ identifying the roadway facility as part of the Transportation Concurrency Exception Area (TCEA) in a designated redevelopment area.

If additional information or further discussion is needed, please call for an appointment.

ROADWAY IMPACT ANALYSIS

Complete an **Attachment** for ***each*** impacted roadway segment to determine if the traffic impact is *de minimis* (PART I).
If the impact is non *de minimis*, continue with PART II. Reference the latest edition of the *Traffic Volume and Level Of Service Report.*

Attachment 2 of 2

Project Name and Address: Figure 8 Florida, LLC - Becks Lake Rd
Roadway Facility: Muscogee Rd from US 29 to CR-97

PART I: *De Minimis* Determination

Based on the LDC Section 5.12.03 adopted March 1, 2001. Reference the latest edition of the *Traffic Volume and LOS Report.*

New Driveway Trips (F-H):		1997	[I]
Trip Distribution (% entering):		50%	[K]
Allocated Trips (I*K):		999	[L]
2-Way PM PH Service Volume (column 18):		1,480	[M]
1% of Service Volume (column 21 or M*.01):		15	[N]
Are Allocated Trips greater than 1% of the Service Volume (is L > N)?	984	**YES**	[O]
Existing Total Trips (column 16):		710	[P]
Proposed Total Trips (L+P):		1,709	[Q]
110% of Service Volume (column 23 or M*1.10):		1,628	[R]
Are Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	80	**YES**	[S]
Is the roadway segment on a designated hurricane evacuation route (column 24)?		**NO**	[T]

_____ If **"NO"** for **[O]**, **[S]**, and **[T]**, traffic impact is *de minimis*. No further analysis is required.

X If **"YES"** for **[O]**, **[S]**, or **[T]**, traffic impact is non *de minimis*. Continue with PART II.
_____ If **"YES"** to **[T]**, continue with question **[U]** only, in PART II below; or
X If **"YES"** to **[O]** and/or **[S]** only and **"NO"** to **[T]**, continue with question **[V]** only, in PART II below.

PART II: Non *De Minimis* Concurrency Determination

If **"YES"** to **[T]**, is the number of Proposed Total Trips greater than the Service Volume (is Q > M)?	229	**N/A**	[U]
If **"NO"** to **[T]**, is the number of Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	80	**YES**	[V]

_____ If **"NO,"** the roadway segment meets the test for concurrency. No further analysis required.

X If **"YES,"** identify which method will be used to maintain the adopted Level of Service:
_____ applying applicable trip reduction methods for service or commercial developments,
_____ conducting a Traffic Impact Analysis Report (TIAR),
_____ reducing the scale or scope of the proposed project,
_____ withdrawing the application, or
_____ identifying the roadway facility as part of the Transportation Concurrency Exception Area (TCEA) in a designated redevelopment area.

If additional information or further discussion is needed, please call for an appointment.

200 Becks Lake Road Site

DATA AND ANALYSIS

This site is located approximately five miles north of Interstate 10 in the Cantonment community across Highway 29 from International Paper Company. Over the years, Cantonment built up around the paper company site (formally known as St. Regis Paper Company) and today has a population of some 9,600 residents.

Industrial related growth in the area has continued finding Escambia County locating its third industrial park venture less than 3 miles north of the site. Ellyson Field was the first County industrial park and is filled to capacity. The second was Oaks Industrial Park located on Nine Mile Road and the Navy Federal Credit Union is slated to buy the remaining parcel rendering this park full as well. None of these County developed parks have rail frontage as the proposed Figure 8 Florida site will offer. Justification for additional industrial park development is based upon the aforementioned, that is, two of the three existing County sponsored industrial parks are built out and this proposed new industrial park will be the only one in the area with rail frontage

Property located adjacent and east of the site has been acquired by the Emerald Coast Utilities Authority (ECUA). Becks Lake Road, which bounds the site's south property line, leads into their new site which came on-line approximately six months ago providing new wastewater treatment capacity and service to the area.

This new Central Wastewater Treatment Facility replaces the old Main Street facility located some 10-12 miles south in downtown Pensacola. The older facility had a capacity of 20mgd while the new facility will have a maximum treatment flow of 50mgd suggesting that new capacity will be adequate to support new development through the design year of 2030. The attached letter of capacity from ECUA confirms that adequate system resources are available to support potable water, sanitary sewer and solid waste needs for a development sized at 250,000sf and 50,000gpd. This proposed development is not residential, therefore there will be little or no impact on school facilities or recreation and open space requirements as identified in the adopted Escambia

EXHIBIT 3

County Land Development Code and the Comprehensive Plan.

Stormwater management strategies and design will be identified once specific uses are known. While the site is relatively flat, special design considerations will be required because of the location of the potable water pumping well located across Becks Lake Road from the site. As shown on the attached aerial photograph, the actual wellhead is located within a building which measures some 248 feet south of the 190 acre site.

Stormwater management design will be developed through a close working relationship with County Engineering, FDEP, Water Management District and Emerald Coast Utility Authority engineering departments.

According to the attached environmental report, approximately 47.91 acres have been classified as likely jurisdictional under guidelines of the USCORPS, Florida Department of Environmental Regulation and Escambia county. Accordingly, any proposed development within these identified wetland areas will require review and approval of these regulatory offices.

Traffic generated from the site will likely exit on Becks Lake Road because of the existing traffic light at the Hwy 29 intersection. This route is currently used by traffic generated by the Stone Industrial Park located on the south side of Becks Lake Road. This park has extensive truck traffic exiting from the existing concrete and asphalt plant operations. As shown on the attached Escambia County Traffic and Level of Service Report, traffic from the site will exit onto Highway 29 (State Road 95) which is classified with a Level of Service LOS "D" where 73% of available capacity consumed leaving 27% available remaining capacity. In real numbers, then, over 900 PM, peak hour trips remain available. This project is projected to generate some 410 PM trips (See Spack Trip Generation Spreadsheet attached) which is within the available capacity of 900 PM trips noted earlier.

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

November 12, 2015

Florida Master Site File

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McDonald Fleming Moorhead
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Pensacola, FL 32502
Phone: 850.202.8525
Email: rtharris@pensacolalaw.com

In response to your inquiry of November 12, 2015, the Florida Master Site File lists three archaeological sites, six surveys, two resource groups, and six standing structures, found in the following parcels of Escambia County:

The portions of T01N R31W Sections 01–03, & 10-16, indicated by the map submitted with search request (including a project area, and a 1 mile buffer).

When interpreting the results of our search, please consider the following information:

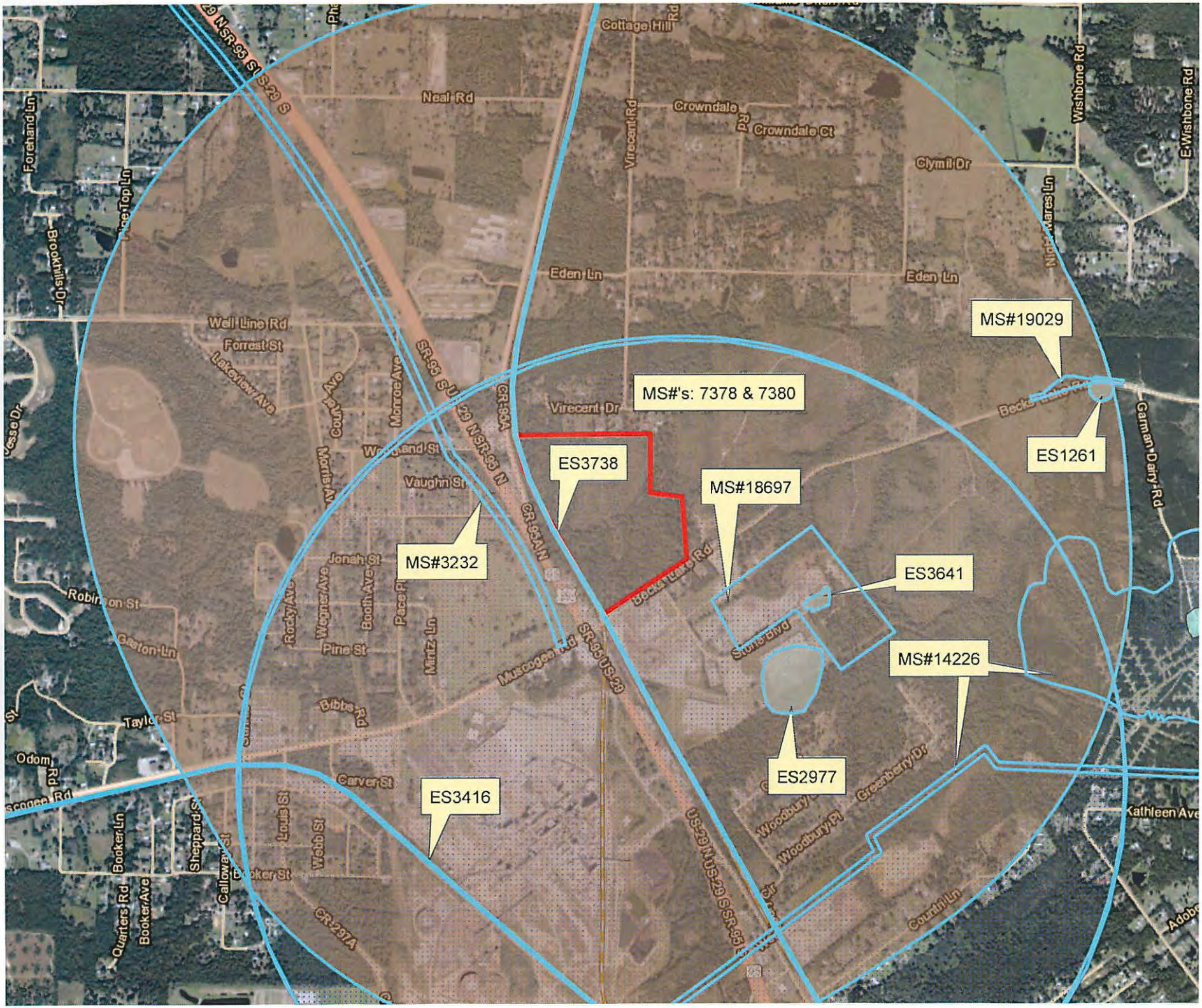
- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Gabrielle McDonnell
Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.myflorida.com

EXHIBIT 4


MS#19029
MS#'s: 7378 & 7380
ES1261
ES3738
MS#18697
MS#3232
ES3641
MS#14226
ES2977
ES3416
Cottage Hill Rd
Neal Rd
Crowndale Rd
Crowndale Ct
Clymil Dr
Wishbone Rd
E Wishbone Rd
Virecent Rd
Eden Ln
Well Line Rd
Forrest St
Lakeview Ave
Virecent Dr
Becks Lake Rd
Garman Dairy Rd
Vaughn St
Jonah St
Robinson St
Pine St
Muscogee Rd
SR-95/US-29
Taylor St
Odom Rd
Carver St
Greenbery Dr
Woodbury Pl
Kathleen Ave
Booker Ln
Booker St
Booker Ave
Quarters Rd
Louis St
Webb St
Sheppard St
CR-237A
Country Ln

SiteID	SiteName	RgType	NRCa	City	Contr	NonC	TimeSig1
ES03416	St. Louis-San Francisco Railway	Linear Resource	SITE	Pensacola			Twentieth century American, 1900-present
ES03738	Alabama & Florida Railroad	Linear Resource	SITE	Pensacola			Nineteenth century American, 1821-1899

SiteID	PI SiteName	Address	Dest	Survey	Architect	YearBu	Style
ES00539	D COTTAGE HILL UNITED METHODIST CHURC	WILLIAM'S DITCH RD	NO	0		c1915	Frame Vernacular
ES00540	D CARTER, WILLIAM L HOUSE	WILLIAM'S DITCH RD	NO	0		c1890	Frame Vernacular
ES00541	D TAITE HOUSE	WILLIAM'S DITCH RD	NO	0		c1900	Frame Vernacular
ES00542	D EMMANUEL HOUSE	HWY 95A-OFF ON DIRT RD	NO	0		1900	Frame Vernacular
ES00544	D HAVARD GROCERY	HWY 95A	NO	0		1928	Frame Vernacular
ES00545	D MCCRARY HOUSE	COTTAGE HILL RD	NO	0		c1900	Frame Vernacular

SurvNum	Title	Pub_D
3232	Cultural Resource Assessment Survey of the Resurfacing of SR-95/US-29 from CR-184 to Fletcher Cree	1992
7378	Cantonment Cell Tower	2001
7380	Gonzales Cell Tower	2001
14226	Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Steet W\	2007
18697	Cultural Resources Survey, Proposed Vulcan Materials Terminal Sites, Escamia, Walton and Bay Count	2011
19029	Technical Memorandum: A Cultural Resources Assessment of the Beck Lake's Road Bridge (Bridge No.	2012

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 15311 · 9255 Sturdevant Street · Pensacola, FL 32514-0311 · Phone: 850 476-5110 · Fax: 850 969-3308

Vicki H. Campbell District One | Lois Benson District Two | Elvin McCorvey District Three | Dale Perkins District Four | Larry Walker District Five

Via USPS

January 4, 2016

Mr. R. Todd Harris
McDonald, Fleming, Moorhead
719 S. Palafox Street
Pensacola, FL 32502

Re: *Public records request – Updates on wellhead protection areas*

Dear Mr. Harris:

Provided herewith are documents responsive to your public records request for production of certain documents for inspection and possible copying, particularly updates (as indicated on page 23 of the ECUA's 2014 Annual Report) which have been provided to Escambia County for the seven year and 20-year time-of-travel for the wellhead protection areas related to all ECUA wells. Further, you requested to review and possibly copy the latest wellhead protection area updates for wellheads north of Kingsfield Road and south of Well Line Road. The documents provided are copies you requested following your review on December 31, 2015. An invoice for this effort in the amount of $47.23 is enclosed. Prompt payment is appreciated.

Very truly yours,

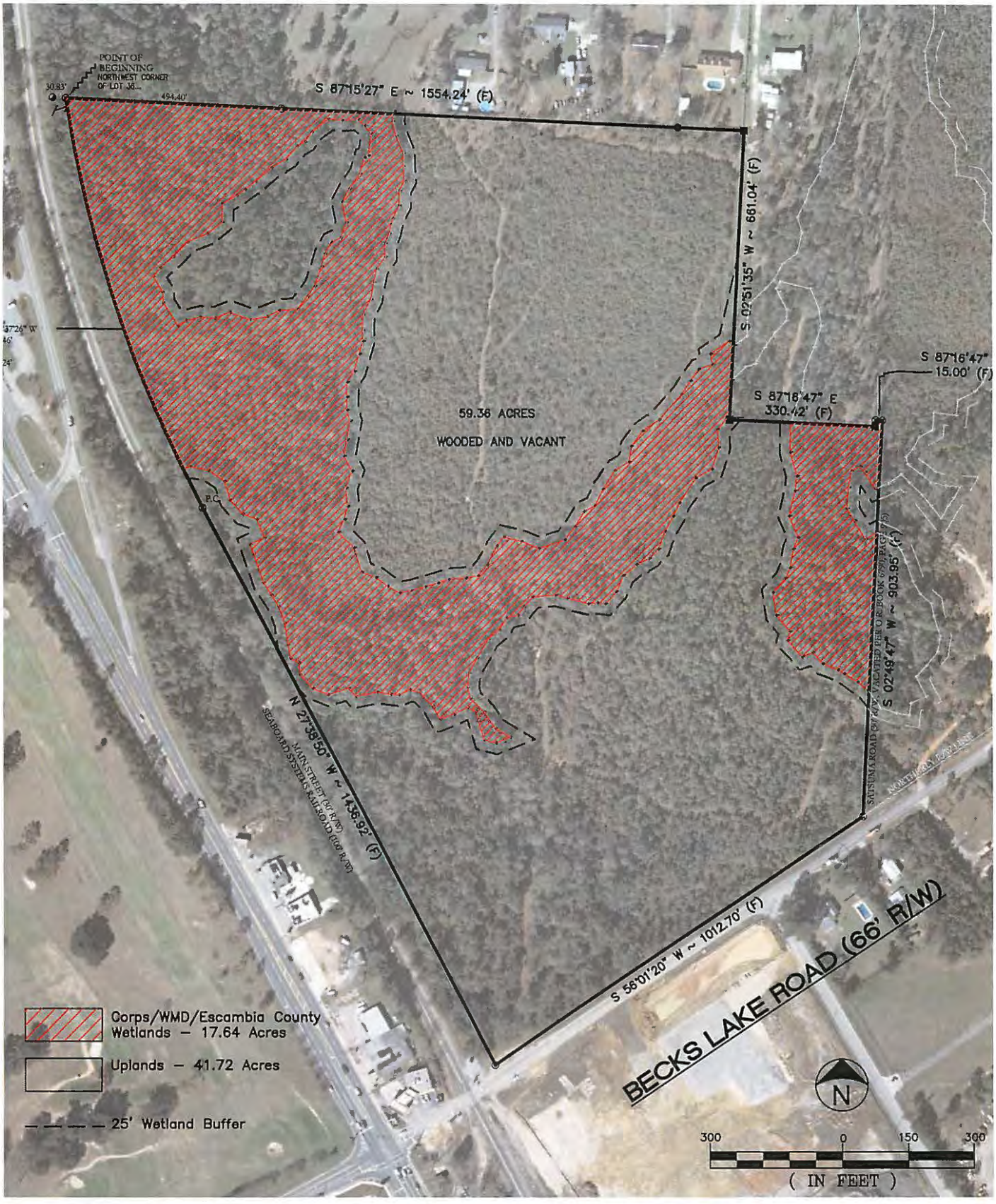
EMERALD COAST UTILITIES AUTHORITY

Linda G. Iversen
Executive Assistant to the Board

lgi
cc: Stephen E. Sorrell
Executive Director

Bradley S. Odom
ECUA Counsel

EXHIBIT 5



WETLAND SCIENCES INCORPORATED

ENVIRONMENTAL CONSULTANTS

3308 GULF BEACH HWY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
KEITH@WETLANDSCIENCES.COM

PROJECT NAME:	60 Acres Becks Lake
	JURISDICTIONAL WETLAND SKETCH
PROJECT NO.:	2011-218
BY: JAT	DATE: 9/24/15
SHEET: 1 OF 1	

EXHIBIT 6



ENVIRONMENTAL SITE CONDITIONS SURVEY

Beck's Lake Road Industrial Future Land Use Change
Cantonment, Florida 32533

Prepared for:

R. Todd Harris
719 S. Palafox Street
Pensacola, FL 32502

Prepared By:

Wetland Sciences, Inc.
3308 Gulf Beach Highway
Pensacola, FL 32507

Date:

April 29, 2016

EXHIBIT 7

1.0 Introduction

The following report is intended to provide specific environmental data required by Escambia County's Land Development Code and in support of a development order application. The code and application requires a site specific survey that identifies wetlands, environmentally sensitive resources, and presence of threatened and endangered species and/or habitat. The final section of this report provides a summary of our findings and opinions and recommended course of actions (if any).

2.0 Project Description

The subject property is generally located at the northeast corner of Beck's Lake Road and US Highway 29 in Cantonment, Escambia County, Florida herein referred to as the subject property (Figure 1). It is comprised of approximately 59.36 acres of property. It exists in a natural undeveloped state. Escambia County Property identifies the subject property by the following identification number: 11-1N-31-1000-004-001.

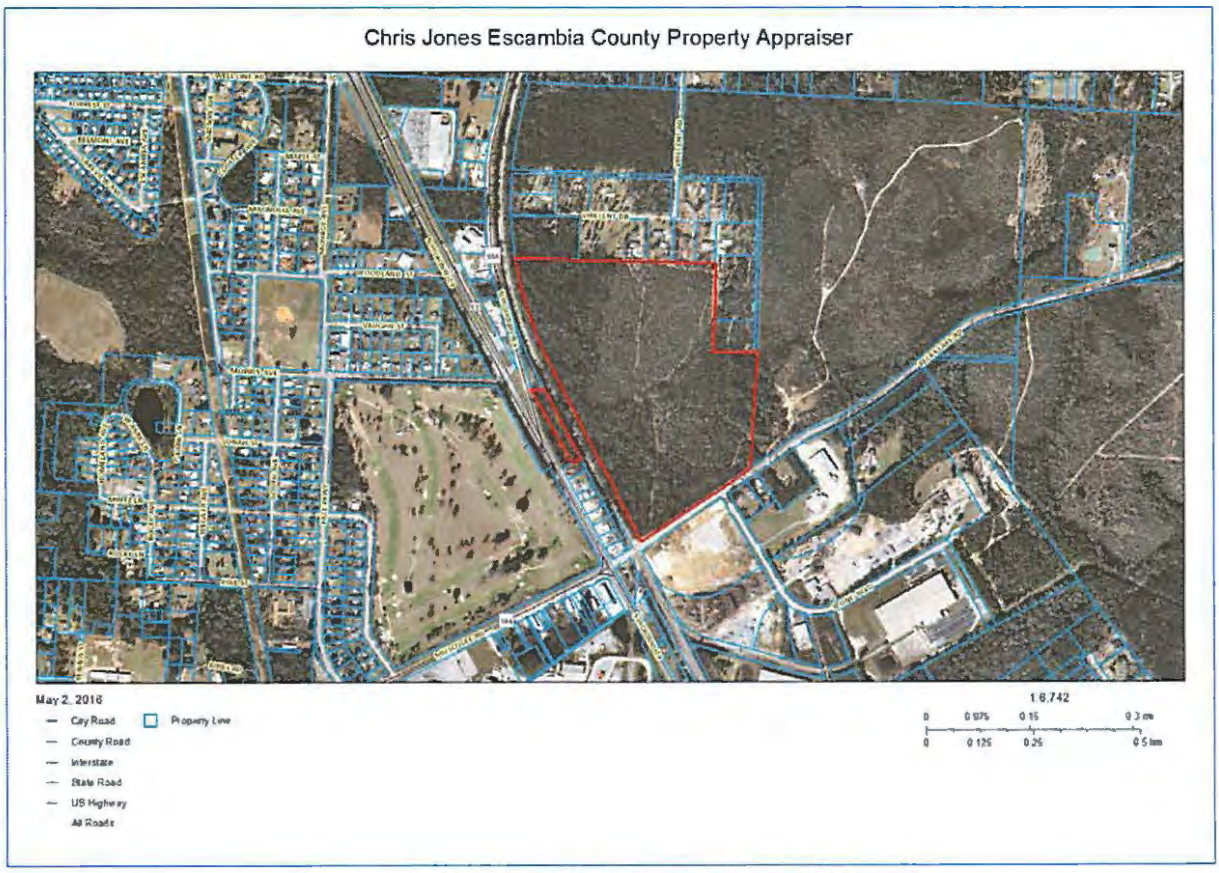


Figure 1. Subject property outlined by the red polygon.

3.0 Soils

Soils were delineated utilizing the United States Department of Agriculture, NRCS Soil Survey for Escambia County, Florida (Figure 2).

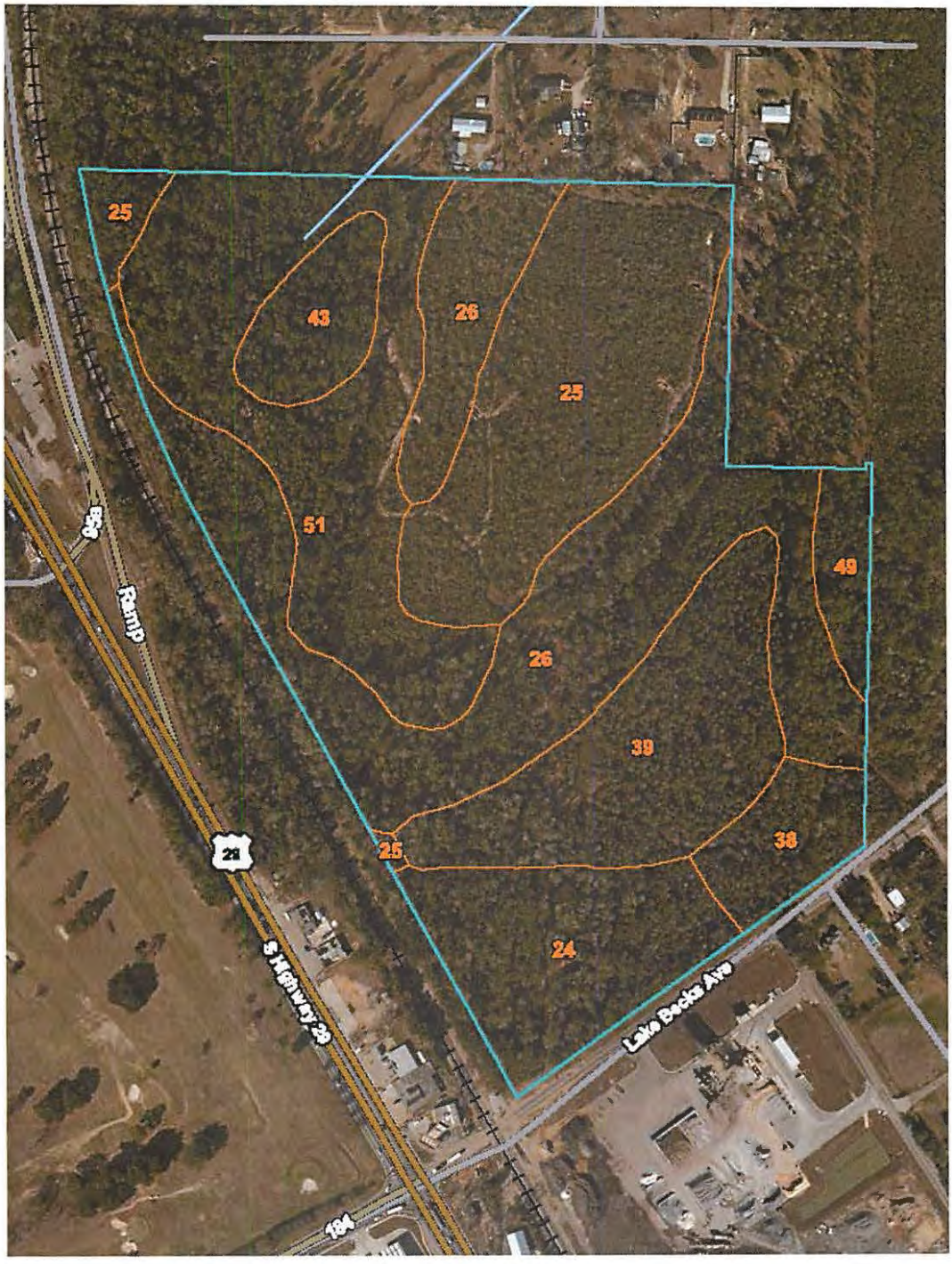


Figure 2. Soil survey map with subject property depicted by the cyan polygon.

The following table describes the soil types are found within the subject property.

Map Unit Legend

Escambia County, Florida (FL033)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
24	Poarch sandy loam, 0 to 2 percent slopes	6.0	10.1%
25	Poarch sandy loam, 2 to 5 percent slopes	11.4	19.3%
26	Poarch sandy loam, 5 to 8 percent slopes	16.8	28.3%
38	Bonifay loamy sand, 0 to 5 percent slopes	2.2	3.8%
39	Bonifay loamy sand, 5 to 8 percent slopes	7.7	12.9%
43	Albany sand, 0 to 5 percent slopes	2.3	3.9%
49	Dorovan muck and Fluvaquents, frequently flooded	1.3	2.3%
51	Pelham loamy sand, 0 to 2 percent slopes	11.5	19.4%
Totals for Area of Interest		**59.3**	**100.0%**

Table 1. Soil types within the subject property.

As noted in the soil survey the property is comprised of several soil types. The Poarch sandy loam, 0 to 2 percent slopes, are very deep, well drained soils on nearly level summits of broad ridges. Slopes are long and smooth. Typically, the surface layer is very dark grayish brown sandy loam about 5 inches thick. The subsoil extends to a depth of 80 inches. It is yellowish brown sandy loam in the upper part; yellowish brown and brownish yellow sandy loam that has brownish, reddish, and grayish mottles in the middle part; and very pale brown and brownish yellow sandy loam that has brownish, reddish, and grayish mottles in the lower part. The middle and lower parts of the subsoil have nodules of plinthite.

The Poarch sandy loam, 2 to 5 percent slops are also very deep, well drained soils on gently sloping shoulder slopes and side slopes of ridges. Slopes generally are long and smooth. Typically, the surface layer is very dark grayish brown sandy loam about 5 inches thick. The subsoil extends to a depth of 80 inches. It is yellowish brown sandy loam in the upper part; yellowish brown and brownish yellow sandy loam that has brownish, reddish, and grayish mottles in the middle part; and very pale brown and brownish yellow sandy loam that has brownish, reddish, and grayish mottles in the lower part. The middle and lower parts of the subsoil have nodules of plinthite.

Important properties of the Poarch soil:

- Seasonal high water table: Perched, at a depth of 21 /2 to 5 feet from December through April
- Available water capacity: Moderate
- Permeability: Moderately slow

- Flooding: None

Bonifay loamy sand, 0 to 5 percent slopes, is very deep, well-drained soil on nearly level summits and gently sloping shoulder slopes of ridges. Slopes generally are long and smooth. Individual areas are irregular in shape. They range from 10 to about 350 acres in size. Typically, the surface layer is dark grayish brown loamy sand about 3 inches thick. The subsurface layer extends to a depth of 54 inches. It is yellowish brown loamy sand in the upper part, brownish yellow loamy sand in the middle part, and brownish yellow loamy sand that has brownish mottles in the lower part. The subsoil to a depth of 80 inches is mottled yellowish, brownish, grayish, and reddish sandy clay loam that has masses of plinthite within the matrix.

Bonifay loamy sand, 5 to 8 percent slopes, is very deep, well-drained soil on moderately sloping shoulder slopes and side slopes of ridges. Slopes generally are long and smooth, but some are short and complex. Individual areas are irregular in shape. They range from 10 to about 100 acres in size. Typically, the surface layer is dark grayish brown loamy sand about 3 inches thick. The subsurface layer extends to a depth of 54 inches. It is yellowish brown loamy sand in the upper part, brownish yellow loamy sand in the middle part, and brownish yellow loamy sand that has brownish mottles in the lower part. The subsoil to a depth of 80 inches is mottled yellowish, brownish, grayish, and reddish sandy clay loam that has masses of plinthite within the matrix.

Important properties of the Bonifay soil:

- Seasonal high water table: Perched, at a depth of 31 /2 to 5 feet from December through April
- Available water capacity: Low
- Permeability: Rapid in the surface and subsurface layers and moderately slow in the subsoil
- Flooding: None

The Albany sand, 0 to 5 percent slopes, are very deep somewhat poorly drained soil is in flat or slightly concave positions on nearly level summits of low ridges and on gently sloping positions on toe slopes. It is in positions that are depressed relative to the surrounding landforms. Slopes are long and smooth. Typically, the surface layer is very dark grayish brown sand about 7 inches thick. The subsurface layer extends to a depth of 57 inches. It is brown sand in the upper part, light yellowish brown sand that has brownish mottles in the middle part, and light gray sand in the lower part. The subsoil extends to a depth of 80 inches. It is light brownish gray sandy loam that has brownish mottles in the upper part and gray sandy clay loam that has brownish mottles in the lower part.

Important properties of the Albany soil:

- Seasonal high water table: Apparent, at a depth of 1 to 21 /2 feet from December through April
- Available water capacity: Very low
- Permeability: Rapid in the surface and subsurface layers and moderately slow in the subsoil
- Flooding: None

All of the above mentioned soils are associated with upland ecological communities.

Dorovan muck and Fluvaquents are soils that are very poorly drained. This soil unit is a combination of mucky Dorovan soil and loamy and sandy Fluvaquents. It is on flood plains along rivers and streams. This map unit is subject to frequent flooding and ponding for very long periods in most years. The composition of this unit is variable. Some areas mainly consist of the Dorovan soil, some areas mainly consist of the Fluvaquents, and other areas contain both in variable proportions. In a typical area, the Dorovan soil makes up about 45 percent of the map unit and the Fluvaquents make up about 40 percent. Slopes are less than 2 percent. Individual areas are long and narrow and range from 20 to several hundred acres in size. The Dorovan soil commonly is on the lower parts of the flood plain. Typically, the surface layer is dark reddish brown muck about 8 inches thick. Below this is black muck to a depth of 80 inches.

Important properties of the Dorovan soil:

- Seasonal high water table: Apparent, from 2 feet above the surface to a depth of 1 /2 foot from December through July
- Available water capacity: Very high
- Permeability: Moderate
- Flooding: Frequently flooded for very long periods in most years Duration of ponding: Very long periods in most years

The Fluvaquents are in slightly higher positions on the flood plains than the Dorovan soil. Fluvaquents are mineral soils that have variable soil properties. Because of this variability, Fluvaquents are classified only to the Great Group level. No typical pedon has been selected.

Important properties of the Fluvaquents:

- Seasonal high water table: Apparent, at the surface to a depth of 1 /2 foot from December through July
- Available water capacity: Variable
- Permeability: Variable
- Flooding: Frequently flooded for very long periods in most years

The Pelham loamy sand, 0 to 2 percent slopes, are very deep poorly drained soil is in flat or slightly depressional positions on stream terraces and uplands in the northern and central parts of the county. Slopes are long and smooth. Individual areas are irregular in shape. They range from 3 to about 90 acres in size. Typically, the surface layer is very dark gray loamy sand about 5 inches thick. The subsurface layer to a depth of 35 inches is gray loamy sand that has brownish mottles. The subsoil extends to a depth of 80 inches. It is gray sandy loam that has brownish mottles in the upper part and is mottled gray and light gray sandy clay loam that has yellowish and brownish mottles in the lower part.

Important properties of the Pelham soil:

- Seasonal high water table: Apparent, at the surface to a depth of 1 /2 foot from December through April
- Available water capacity: Low
- Permeability: Rapid in the surface and subsurface layers and moderately slow in the subsoil
- Flooding: None

The Pelham, Dorovan Muck, and sandy Fluvaquents are associated with the wetland communities identified within the subject property.

4.0 Natural Vegetative Communities – Upland and Wetland

Individual ecological communities found within the subject property were identified using the inventory descriptions found the *FNAI Guide to Natural Communities of Florida.* There are two individual ecological communities identified within the subject property. They include: Upland pine and bayswamp.

A majority of the subject property is comprise of the upland pine ecological community. Upland pine primarily occurs on the rolling hills of northern Florida north of the Cody Scarp where the soils, classed as ultisols, are composed of sandy loams and loamy sands with clayey subsoils of Miocene and Pleistocene origin. The presence of clay helps retain soil moisture, creating more mesic conditions than are found on the deep sands that support sandhill. Thus, some plant species (e.g., gallberry, Darrow's blueberry) are found in upland pine that, on more sandy soils, are restricted to lowlands such as mesic flatwoods.

Upland pine is a woodland of widely spaced pines with a sparse to moderate shrub layer and a dense, species-rich groundcover of grasses and herbs, occurring on gently rolling terrain. The canopy is dominated by longleaf pine (*Pinus palustris*) and slash pine (Pinus elliottii). There is an intermittent subcanopy layer of smaller pines, and hardwoods including flowering dogwood (*Cornus florida*), laurel oak (*Q. hemisphaerica*), winged sumac (*Rhus copallinum*), and common persimmon (*Diospyros virginiana*). Though typically present as low shrubs and occasional midstory trees, these species can form a dense midstory (subcanopy and tall shrubs layers) in areas that have experienced a lack of fire for many years. Shrub cover can vary from sparse to dense, and includes low-growing species such as yaupon holly (*Ilex vomitoria*) and Darrow's blueberry (*Vaccinium darrowii*). Herbaceous cover varies, from sparse to abundant, dependent upon the density and shading effects of the shrubs. Wiregrass (*Aristida stricta* var. *beyrichiana*) is often dominant, but a high diversity of grasses and forbs may be present; as many as 40-50 species. In addition to wiregrass, other common grasses are little bluestem (*Schizachyrium scoparium*), broomsedge bluestem (*Andropogon virginicus*), hairawn muhly (*Muhlenbergia capillaris*), and indiangrass (*Sorghastrum* spp.). Typical forbs include pineland silkgrass (*Pityopsis aspera*), scaleleaf aster (*Symphyotrichum adnatum*), bracken fern (*Pteridium aquilinum*), goldenrod (*Solidago* spp.), squarehead (*Tetragonotheca helianthoides*), soft greeneyes (*Berlandiera pumila*), yellow jessamine (*Gelsemium sempervirens*), rice button aster (*Symphyotrichum dumosum*), and often a diverse suite of legumes including sensitive pea (*Chamaecrista nictitans*), sensitive briar (*Mimosa quadrivalvis*), sidebeak pencil flower

(*Stylosanthes biflora*), and goat's rue (*Tephrosia virginiana*). Woody vines such as greenbrier (*Smilax* spp.) and musodine (*Vitis rotundifolia*) are occasionally present.

This upland community is highly disturbed most likely from the prior land silvicultural use that dominated the property for the last fifty years. This has removed much of the canopy and subcanopy stratums.

The Baygall wetland community is located on wet soils at the bases of slopes, edges of floodplains, in depressions, and in stagnant drainages. The soils are generally composed of peat with an acidic pH (3.5 - 4.5). Seepage from uplands, rainfall, and/or capillary action from adjacent wetlands maintains a saturated peat substrate.

Baygall is an evergreen forested wetland of bay species situated at the base of a slope or in a depression. Sweetbay (*Magnolia virginiana*), and/or swamp bay (*Persea palustris*) form an open to dense tree canopy and are also dominant in the understory along with fetterbush (*Lyonia lucida*), large gallberry (*Ilex coriacea*), dahoon (*I. cassine*), myrtle dahoon (*I. cassine* var. *myrtifolia*), titi (*Cyrilla racemiflora*), black titi (*Cliftonia monophylla*), wax myrtle (*Myrica cerifera*), red maple (*Acer rubrum*), Florida anisetree (*Illicium floridanum*), and/or Virginia willow (*Itea virginica*). The canopy and understory do not generally form distinct strata but appear as a dense, tall thickets. Vines, especially laurel greenbrier (*Smilax laurifolia*) and muscadine (*Vitis rotundifolia*) are be abundant and contribute to the impenetrable nature of the understory. Herbs are absent or few, and consist of ferns such as cinnamon fern (*Osmunda cinnamomea*), netted chain fern (*Woodwardia areolata*), and Virginia chain fern (*W. virginica*). Sphagnum mosses (*Sphagnum* spp.) are common.

5.0 Wetlands

Prior to our field inspection of the property, Wetland Sciences, Inc. researched the U.S. Fish and Wildlife Service's National Wetland Inventory Data. The NWI map suggests that the entire property is comprised of uplands (Figure 3).



Figure 3. National Wetlands Inventory Map. General outline of the subject property is depicted by the red poly line.

Our desktop review was followed by a pedestrian field inspection. During the course of our inspection, Wetland Sciences, Inc. did identify a wetland complex located throughout the subject property. This wetland complex will be subject to the regulatory purview of the Northwest Florida Water Management District (District), Department of the Army Corps of Engineers (Corps), and Escambia County. In addition, both the District and Escambia County may regulate lands within 25-ft landward of the delineated wetland boundary line. More specifically, upland buffers with a minimum width of 15-ft and an average width of 25-ft shall be provided abutting those wetlands under the regulatory jurisdiction of the State of Florida under 62-340, F.A.C. This buffer can be reduced to an average of 10-ft if the project can avoid impacts to wetlands and does not require a regulatory permit from the District (ERP permit).

The wetland boundaries shown on the attached sketch appended as Exhibit A were delineated in accordance with both the methodology outlined in Chapter 62-340, Florida Administrative Code and in the Florida Wetlands Delineation Manual (State – DEP & Water Management District) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Federal – Corps). The wetland boundary was identified in the field by progressively locating points along the upland/wetland boundary at 25-50-ft. intervals or corresponding with directional changes with the boundary. Each point was identified by an experienced wetland scientist paired with a second environmental professional to obtain a Global Positioning System (GPS) location. Pink flags were placed at each point clearly marked "Wetland Delineation". Each flagged point also contains specific alpha numeric designator for later tracking of its location.

6.0 Threatened and Endangered Species

This portion of the assessment focused on the presence of any rare, threatened, or endangered species and/or their critical habitats within the subject parcel. The current study undertook reviews of federal and state laws. Results of these reviews were used to develop a comprehensive list of threatened and endangered species, or species of special concern, that may occur on the project site.

Through evaluation of the classified land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, specific areas were identified that could possibly support listed species. Field verification of land use, associated vegetation types and the comprehensive field evaluation was conducted over a one-day period in April 2016. This study was based on a Land Use, Cover and Forms Classification System (FLUCFCS) and focused on habitats that could potentially support state or federally listed species or species of special concern. The survey was performed within all habitats encountered and had the sole aim of determining habitat status of such flora or fauna by concentrating on signs suggesting their presence and activities. Surveys were based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988.*

The pedestrian surveys were accomplished during morning hours in an effort to observe, hear, and record evidence of faunal activity within the survey boundaries. Specific identification methodologies utilized during the surveys are described within the following paragraphs.

To aide our efforts, Wetland Sciences, Inc. also queried the Florida Natural Areas Inventory (FNAI) Biodiversity Matrix which includes a list of rare species and natural communities tracked by FNAI, the United State Fish and Wildlife Service (USFWS) critical habitat portal, and the Florida Fish and Wildlife Conservation Commission Terrestrial Resources Geographic Information System.

No state or federally listed plant or animal species and/or designated habitat were confirmed existing or residing within the subject property.

7.0 Conclusions

Article 5, Section 4-5.2 of Escambia County Land Development Code defines environmentally sensitive lands as:

1. Wetlands as defined by the State of Florida.
2. Shoreline protection zones as defined in this article.
3. Aquatic preserves and the Escambia River Wildlife Management Area as defined or authorized by Florida Statutes.
4. Outstanding Florida Waters as listed in the rules of Florida Administrative Code (Ch. 62-302.700).
5. Habitats of threatened and endangered species as defined by the U.S. Fish and Wildlife Service (FWS), the Florida Fish and Wildlife Conservation Commission (FWC), or other state or federal agencies.
6. Essential fish habitat, including seagrasses, defined as those waters and substrate necessary for fish to spawn, breed, feed, or grow to maturity. (See Magnuson-Stevens Act, 16 U.S.C. 1802 (101)).
7. Floodplain areas identified on the Federal Emergency Management Agency's Flood Insurance Rate Map as areas of special flood hazard subject to a one percent or greater annual chance of flooding.
8. Wellhead protection areas as defined in this article, including potable water wells, cones of influence, and potable water well fields. (9) Surface waters identified as impaired under Section 303(d) of the Clean Water Act

The wetland complex identified within the study area will be subject to the regulatory purview of the State of Florida (District), Department of the Army Corps of Engineers, and Escambia County. Additionally, lands located 25-ft. landward of the delineated wetland boundary line is subject to the jurisdiction of the District and Escambia County.

The subject property does not contain any shoreline protection zones defined in Escambia County Land Development Code.

The subject property is not located within an Aquatic Preserve or Outstanding Florida Waters.

No state or federally listed plant or animal species and or designated habitats were confirmed as residing or existing within the subject property.

The subject property does not include any essential fish habitat identified or defined by the Magnuson-Stevens Act.

Escambia County's geographic information system suggests that the subject property is located within a 20-year Well Head Protection Zone (Figure 4). The 20-year Well Head Protection Zone is depicted by the light green polygon.

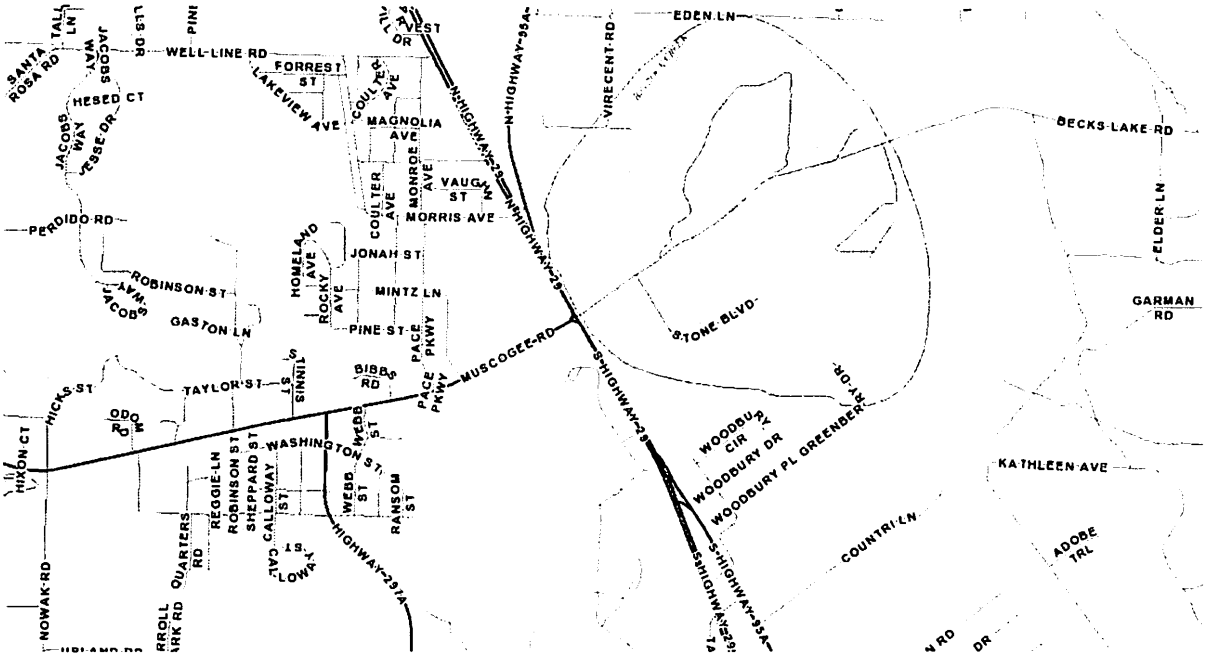


Figure 4. 20-year Well Head Protection Zone which is located throughout much of the subject property.

On behalf of Emerald Coast Utilities Authority (ECUA), CDM Smith developed seven and twenty year well head protection areas (WHPA) for several wells including Cantonment Well #40 which is located off of Beck's Lake Road near the subject property. The technical memorandum report prepared by CDM Smith is dated December 27, 2013 and appended as Exhibit B. Stated briefly, the report concluded the minimum time of travel from the water table to the Cantonment Well #40 is 31 years; therefore, there exists no 7- or 20-year WHPA for this well. CDM Smith concluded that the longer travel time is a result of several factors including the depth of the well; the increasing thickness of the Sand and Gravel Aquifer in this area and to the north; and potentially the influence of over 20 million gallons per day of International Paper withdrawals to the west. Based on the findings of this report, it is our opinion that the subject property is not located within either a 7- or 20-year WHPA.

The subject property is located entirely within an Area of Minimal Flood Hazard, Zone X as depicted on FEMA Flood Zone Panel 12033C02806, effective 09/29/2006.

This concludes our findings. The information presented within this report represents the professional opinion of the scientist that performed the work and is intended to furnish the client with an approximation of the status of natural resources on the site under consideration.

Questions regarding the contents or conclusions of this report can be directed to Keith Johnson or Craig Martin at either the address or telephone number listed on the title page.

8.0 List of Preparers

We declare that, to the best of our professional knowledge and belief, we have the specific qualifications based on education, training, and experience to complete an assessment of the subject property.

Keith Johnson
Environmental Scientist

Years of Experience: 20

9.0 References

Allen, M. 1988. Wildlife Survey Methodology Guidelines – for Section 18.D of the Application for Development Approval. FG&FWFC, Tallahassee, FL.

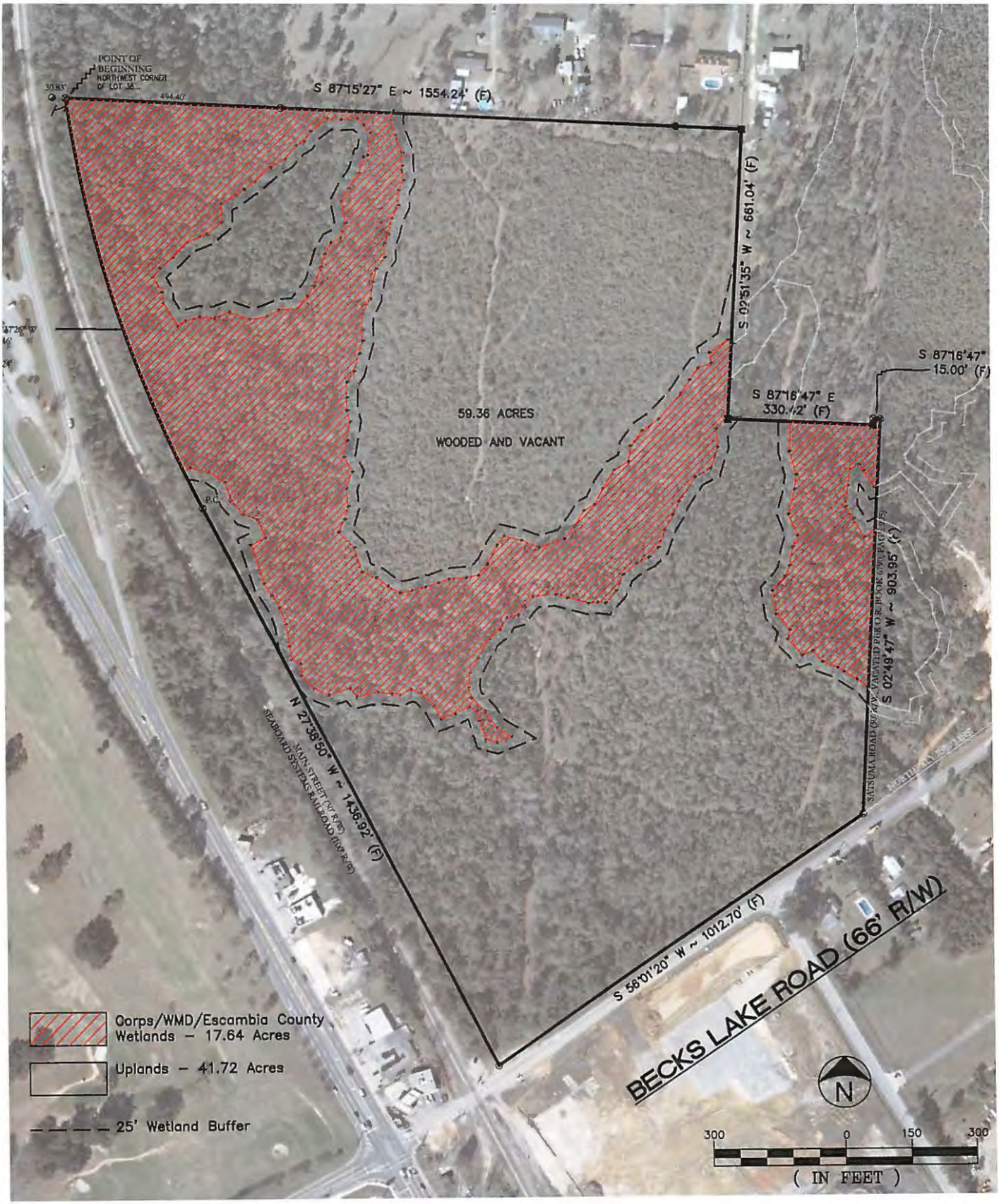
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Florida Department of Transportation, Surveying & Mapping Section. 1999. Florida Land Use, Cover And Forms Classification System Handbook, Third Edition.

United States Department of Agriculture, Soil Conservation Service. 1985a. 26 Ecological Communities of Florida.

United States Department of Agriculture, Soil Conservation Service. 1993. National soil survey handbook, title 430–VI. (Available in the State Office of the Natural Resources Conservation Service at Gainesville, Florida.)

Exhibit A – Wetland Delineation Sketch



WETLAND SCIENCES INCORPORATED

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TEL: 850.453.4700
KEITH@WETLANDSCIENCES.COM

PROJECT NAME: 60 Acres Becks Lake	
JURISDICTIONAL WETLAND SKETCH	
PROJECT NO.: 2011-218	
BY: JAT	DATE: 9/24/15
SHEET: 1 OF 1	

Exhibit B– CDM Smith December 27, 2013 Memorandum to ECUA

CDM Smith

Memorandum

To: *Mr. Tom Dawson, ECUA*
Mr. Brian Reid, ECUA
Mr. Timothy Haag, ECUA
Mr. Ned McMath, ECUA

From: *CDM Smith*

Date: *December 27, 2013*

Subject: *Task Order 13-01 Well Head Protection Area Development*

CDM Smith is pleased to provide this technical memorandum summarizing the results for Task Order 13-01 Well Head Protection Area Development. Seven and 20-year well head protection area (WHPA) delineations were developed for the following Emerald Coast Utilities Authority (ECUA) wells:

- Plant #6 Well #01
- West Well #05
- Hagler Well #06
- West Pensacola Well #07
- W Avery Well #08
- F & Scott Well #09
- Lillian Well #10
- Bronson Well #11
- McAllister Well #18
- Airport North Well #19
- Olive Well #20
- Davis Well #21
- Sweeney Well #22
- Ensley Well #23
- Broad Well #24
- Dunaway Well #25
- University Well #27
- OLF 4A Well #28
- Carriage Hills #29
- Villa Well #37
- Royce Well #38
- Ellyson Well #39
- Cantonment Well #40
- Tennant Well #41
- McCrory Well #42
- Humphreys Well #45

WHPA delineations were previously developed (CDM Smith, 2010) for the following six wells: Avondale #30, Spanish Trail #43, Muldoon #46, Nine Mile #47, Kingsfield #48, and George Watson #49. A seventh delineation for a proposed well (Equestrian Center well), was also developed; however, this well was not installed by ECUA. The model development and WHPA results for the 26 wells listed above are summarized in the following paragraphs and attached figures.

Flow Model Development

The previously developed and calibrated Escambia County numerical groundwater flow model (CDM, 2008) was used to build the flow model for the WHPA delineations. The model uses the finite-element code DYNFLOW, which is capable of fully simulating three-dimensional multi-layer aquifer systems, including both confined and unconfined aquifers. The basis for the model was the Northwest Florida Water Management District's (NWFWMD) original SWICHA model (Roaza, 1993 and Richards, 1997); however, because the SWICHA code did not allow for simulation of unconfined aquifers, the model was recreated and updated using DYNFLOW. As a result, the surficial zone of the Sand-and-Gravel aquifer, which was not part of the SWICHA model, was included during model development and calibration.

The flow model was updated to support WHPA delineations by incorporating additional model nodes and elements in the vicinity of the subject wells. Node spacing, which was originally on the order of 1,000 feet in the ECUA service area, was reduced to approximately 200 to 400 feet around each well. The updated model grid is shown in **Figure 1**. Material properties and other model attributes were interpolated onto the new model grid from the previously calibrated regional flow model.

For the purpose of simulating source water contributing areas to each well, new flow fields were developed using long-term average rates of precipitation and recharge. Long term average precipitation rates were previously determined to be 62.8 inches per year and recharge was estimated at 13.8 inches per year, or approximately 22 percent of average annual precipitation.

For the purpose of developing the 7- and 20-year WHPA, each ECUA well was modeled at its currently permitted maximum daily withdrawal rate while all other ECUA supply wells were modeled at their FY 2012 average pumping rate. In this manner, 26 separate flow fields were created. This approach was selected because the simultaneous use of maximum permitted daily rates for all ECUA wells results in an unrepresentative flow field with areas of excessive drawdown. For example, in certain locations such as the area south of I-10 and east of I-110, the use of maximum daily rates at all ECUA wells is simulated to cause the water table to drop below the surficial zone (SZ). Accurately representing saturated groundwater flow in the surficial zone is important in determining the shape and location of the WHPA. Furthermore, the combined pumping of all modeled ECUA wells at their permitted maximum daily rate is 84 million gallons per day (mgd). This is higher that ECUA's permitted maximum combined single-day withdrawal rate of 74 mgd. The maximum permitted daily rates and FY 2012 average rates for all ECUA wells are shown in **Table 1.**

The previous WHPA delineations prepared by the NWFWMD were based on the average daily pumping of May through September, the five highest use months of the year (Pratt, 1997). The use of maximum permitted daily rates for each well being assessed, combined with average daily rates for all other wells, reflects a slightly more conservative approach resulting in slightly larger 7- and

20-year contributing areas to each well; however, this approach is reasonable given that ECUA may, at any time, withdraw water from any of its supply wells at the maximum permitted daily rate.

Permitted industrial and public supply wells not part of ECUA's system were modeled at calendar year 2012 rates. In instances where 2012 pumping rates were not available or appeared questionable, 2011 rates were used. **Table** 2 lists pumping rates for all non-ECUA industrial and public supply wells included in the model.

Model Results

The mass transport code, DYNTRACK, coupled with the DYNFLOW-derived steady state flow field was used to delineate 7- and 20-year WHPAs to the 26 wells listed on page 1, not including the 6 wells which were previously assessed in 2010. Particles representing source water were uniformly spaced in 100-foot increments at the water table across the model and allowed to migrate forward in time under the long-term simulated flow field for a period of 20 years. As particles move through the saturated zone of the Sand and Gravel aquifer, the model records the coordinates of their positions over time (in 30 day increments). The starting positions of those particles that are removed at supply wells are documented to delineate the surface area contributing recharge to each supply well, which in this case are the 7- and 20-year WHPAs. The WHPAs are then drawn by surrounding the starting locations of particles removed by the well with a polygon using ArcGIS. During this procedure, some smoothing takes place to improve the presentation of the WHPA. This smoothing also helps account for variability associated with recharge and pumping rates of the subject well and surrounding wells.

Model-delineated 7- and 20-year WHPAs are shown for all ECUA wells in **Figure 2. Figures 3** through **12** provide the WHPAs by area (e.g. north, east, central, etc.) and in relation to roads and aerial imagery. The previously developed WHPAs for well numbers 30, 43, 46, 47, 48, and 49 are also shown. Because 26 separate flow fields were developed using the maximum permitted daily rate for each well being assessed and the average rate for all other wells, the 20-year WHPAs overlap in some instances. For example, the WHPAs for the five wells in the vicinity of the Pensacola Airport (**Figures 5 and 6**) each have some amount of overlap with their 20-year WHPA. This overlap would not exist if only one flow field were used; however, the overlap does help represent the fact that changes in pumping rates impact the size and shape of the WHPA and that the WHPAs based on the maximum permitted daily pumping rates are conservative.

The minimum time of travel from the water table to the Cantonment Well #40 is 31 years; therefore, there exists no 7- or 20-year WHPA for this well. The longer travel time is a result of several factors including the depth of the well; the increasing thickness of the Sand and Gravel Aquifer in this area and to the north; and potentially the influence of over 20 mgd of International Paper withdrawals to the west.

The shapes of WHPAs are influenced by a number of factors, including but not limited to recharge rates, vertical and horizontal hydraulic gradients, and permeability differences in materials

representing the layers of the Sand and Gravel aquifer, especially the Low Permeability Zone (LPZ). In many instances, WHPA shapes are significantly influenced by nearby major industrial and/or supply wells which compete for the same water. This competition for water may result in non-circular shapes.

Model Assumptions

Groundwater models are simplified representations of real world conditions and incorporate several simplifying assumptions. The WHPA delineations documented here were developed based on the following assumptions:

- Long-term average annual rates of precipitation and recharge remain constant;
- The locations of supply wells and elevations of screen intervals remain constant;
- Water supply pumping rates remain constant;
- The time it takes for a particle of water to travel through the unsaturated portion of the aquifer is not considered. Both simple and complex methods for developing WHPAs, including complex numerical, modeling based methods like those used here, take a conservative approach and do not account for travel time through the unsaturated zone. In instances where the water table is close to the surface, the time of travel in the unsaturated zone is generally short. WHPAs are more conservative in instances where the water table is deeper, and the time of travel may be more heavily influenced by low permeability zones which may slow movement and/or cause perched conditions.
- In the WHPA modeling, the time it takes for a particle of water to travel from the water table to the well screen considers advection only. Advection describes the transport of a particle simply due to the bulk flow of water. Advection is the primary process by which solutes move in the groundwater. The direction of transport coincides with that of groundwater and mass transport takes places at the average linear velocity of the groundwater.
- Dispersion is not considered when developing the WHPA delineations. Dispersion refers to the spreading and mixing caused by molecular diffusion and by the variations in velocity with which water moves at different scales. Dispersion is defined as the sum of the mechanical dispersion and the diffusion. Mechanical dispersion is mixing that occurs as a consequence of local variations in velocity around some mean velocity of flow. Diffusion is spreading of solutes due to molecular diffusion in response to concentration gradients within the groundwater. Mechanical dispersion and diffusion are generally not considered when using numerical models to develop WHPAs.
- The time it takes for a contaminant to reach a supply well may be longer due to the effects of retardation. Retardation occurs due to the process of adsorption/desorption of a solute on soil grains. Retardation was not considered when developing the WHPA delineations.

These assumptions are appropriate for planning purposes for areas of relatively stable population, development and land use. It should also be noted that the contributing areas to supply wells can change considerably should additional wells (not simulated in this analysis) be installed and operated in close vicinity to other supply wells or if particular wells are taken out of service for an extended period of time.

References

CDM Smith, 2008. Escambia County Groundwater Flow Model, Emerald Coast Utilities Authority.

CDM Smith, 2010. Task Order 10-1 Well Head Protection Areas. Memorandum dated May 20th, 2010 to Mr. Tom Dawson, Mr. Tim Colley, and Mr. Tim Haag.

Pratt, Thomas R., 1997. Wellhead Protection Area Delineation in Southern Escambia County, Florida, Water Resources Special Report 97-4, Northwest Florida Water Management District.

Richards, C.J., T.R. Pratt, and K.A. Milla, 1997. Wellhead Protection Area Delineation in Southern Escambia County Florida, Northwest Florida Water Management District, Water Resources Special Report, 97-4, 52 pgs.

Roaza, H.P., T.R. Pratt, and C.J. Richards, 1993. Numerical Modeling of Ground Water Flow and Contaminant Transport in the Sand-and-Gravel Aquifer, Escambia County Florida, Northwest Florida Water Management District, Water Resources Special Report, 93-4, 91 pgs.

Table 1
Pumping Rates Used for WHPA Delineations

ECUA Supply Well	*Maximum Permitted Daily Rate* Gallons per Day (gpd)	*Maximum Permitted Daily Rate* Gallons per Minute (gpm)	*FY 11-12 Average Rate* Gallons per Minute (gpm)
Plant 6 #01	2,880,000	2,000	461
West #05	2,880,000	2,000	408
Hagler #06	2,880,000	2,000	1,097
West Pensacola #07	2,880,000	2,000	639
W & Avery #08	2,880,000	2,000	1,114
F & Scott #09	2,880,000	2,000	95
Lillian #10	2,880,000	2,000	527
Bronson #11	1,080,004	750	309
McAllister #18	2,880,000	2,000	872
Airport North #19	2,880,000	2,000	709
Olive #20	1,728,000	1,200	417
Davis #21	2,880,000	2,000	0
Sweeney #22	2,880,000	2,000	607
Ensley #23	1,728,000	1,200	0
Broad #24	2,880,000	2,000	608
Dunaway #25	2,880,000	2,000	880
University #27	2,880,000	2,000	548
OLF 4A #28	2,880,000	2,000	842
Carriage Hills #29	1,440,000	1,000	127
Avondale #30	*2,880,000*	*1,500*	*961*
Villa #37	2,160,000	2,000	584
Royce #38	2,880,000	2,000	361
Ellyson #39	2,880,000	1,500	732
Cantonment #40	2,160,000	1,200	1,251
Tennant #41	1,728,000	2,000	709
McCrory #42	2,880,000	2,000	905
Spanish Trail #43	*2,880,000*	*2,000*	*1,202*
Humphreys #45	2,880,000	2,000	79
Muldoon #46	*1,080,004*	*750*	*1,238*
Nine Mile #47	*4,320,000*	*3,000*	*1,435*
Kingsfield #48	*2,880,000*	*2,000*	*1,092*
George Watson #49	*3,240,004*	*2,250*	*1,906*

WHPA delineations were developed for the six shaded wells in 2010.

Table 2
Pumping Rates Used for Non-ECUA Industrial and Public Supply Wells

Public or Industrial Supply Well	Gallons per Day (gpd)[1]	Public or Industrial Supply Well	Gallons per Day (gpd)[1]	Public or Industrial Supply Well	Gallons per Day (gpd)[1]
MOLINO#3	501,161	CHAMP#9	868,982	PJC#1	0
MOLINO#2	63,746	CHAMP#10	823,772	PEN_CHR#3	29,868
MOLINO#1	65,257	CHAMP#11	868,982	PEN_CHR#4	16,381
MOLINO#4	129,541	CHAMP#12R	823,772	PEN_CHR#5	16,763
CENTURY#3	253,210	CHAMP#13	0	PEN_CHR#6	18,626
CENTURY#1	94,728	CHAMP#13R	868,982	PEN_CHR#7	254
CENTURY#2	139,041	CHAMP#17	935,951	PEN_CHR#8	1,937
PEOPLES#4	156,851	CHAMP#20	935,951	PEN_CHR#9	3,112
PEOPLES#3	617,462	CHAMP#22	935,951	PEN_CHR#10	0
PEOPLES#9	566,650	CHAMP#23	747,602	PEN_CHR#11	47,806
PEOPLES#5	289,481	CHAMP#23R	935,951	PEN_AIR#2	1,691
PEOPLES#8	601,926	CHAMP#25R	747,602	PEN_AIR#1	4,944
GONZALEZ#2	135,323	CHAMP#29	935,951	PEN_AIR#3	2,745
GONZALEZ#1	35,688	CHAMP#30	935,951	PEN_AIR#4	5,221
GONZALEZ#3	336,314	CHAMP#31	935,951	WALNHILL#1	64,052
SOLUTIAPW-B	969,485	CHAMP#32	935,951	WALNHILL#2	105,343
SOLUTIAPW-10	1,438,369	CHAMP#33	935,951	WALNHILL#3	79,551
SOLUTIAPW-D	12,088	CHAMP#34	935,951	CENTRAL#1	0
SOLUTIAPW-C	1,587,172	CHAMP#35	935,951	CENTRAL#2	0
SOLUTIAPW-9	0	CRISTPLANT#6	540,305	CENTRAL#3	0
SOLUTIAPW-7A	161,489	CRISTPLANT#5	517,064	CENTRAL#4	124,597
SOLUTIAPW-6	0	CRISTPLANT#3	366,332	CENTRAL#5	0
SOLUTIAPW-5	0	CRISTPLANT#4	330,218	WASH_H#2	0
SOLUTIAPW-8	435,590	CRISTPLANT#2	0	PNS_H#1	0
SOLUTIAPW-2	0	CRISTPLANT#7	446,347	LOSTKEY	0
SOLUTIAPW-E	1,635,830	FARMHILL#1	0	SH_H#1	34,640
SOLUTIAPW-AA	976,591	FARMHILL#3	245,199	SH_H#3	1,346
CORRY#16	23,301	FARMHILL#2	27,071	SH_H#2	43,258
CORRY#12	167,914	FARMHILL#4	215,450	SH_H#4	2,700
CORRY#9	254,541	BAYVIEWM#2	0	SH_H#5	1,234
CORRY#11	256,688	BAYVIEWM#4	43,071	COTTAGE#2	0
CORRY#15	274,678	BAYVIEWM#5	18,753	COTTAGE#1	3,890
CORRY#13	121,956	GULFPOW#1	23,974	COTTAGE#3	36,929
CORRY#14	213,393	GULFPOW#2	0	COTTAGE#4	274,162
CORRY#7	265,178	BRATT-DV#1	67,007	NAS_PEN#2	0
CORRY#10	260,630	BRATT-DV#2	27,460	NAS_PEN#3	0
CORRY#8	190,781	BRATT-DV#3	72,819	PERD_BAYCC	0
CHAMP_INT#1	3,403	BRATT-DV#4	0	PENS_CC	44,544
CHAMP#1	1,134,489	REICHOLD#14	128,531	NPWC#1	0
CHAMP#2	1,134,489	REICHOLD#11	43,647	NPWC#2	0
CHAMP#03	868,982	BAPT_H#5	0	NPWC#3	0
CHAMP#5	868,982	BAPT_H#6	0	LK_CHARL#1	0
CHAMP#6	868,982	PJC#3	0	UWF#1	0
CHAMP#7	868,982	PJC#2	0	UWF#2	0
CHAMP#8	868,982	PJC#4	0	SOLUTIA_GOLF	112

[1] *Reflects the average annual pumping rate reported in 2012. Where 2011 data was incomplete or questionable, 2011 data was used.*

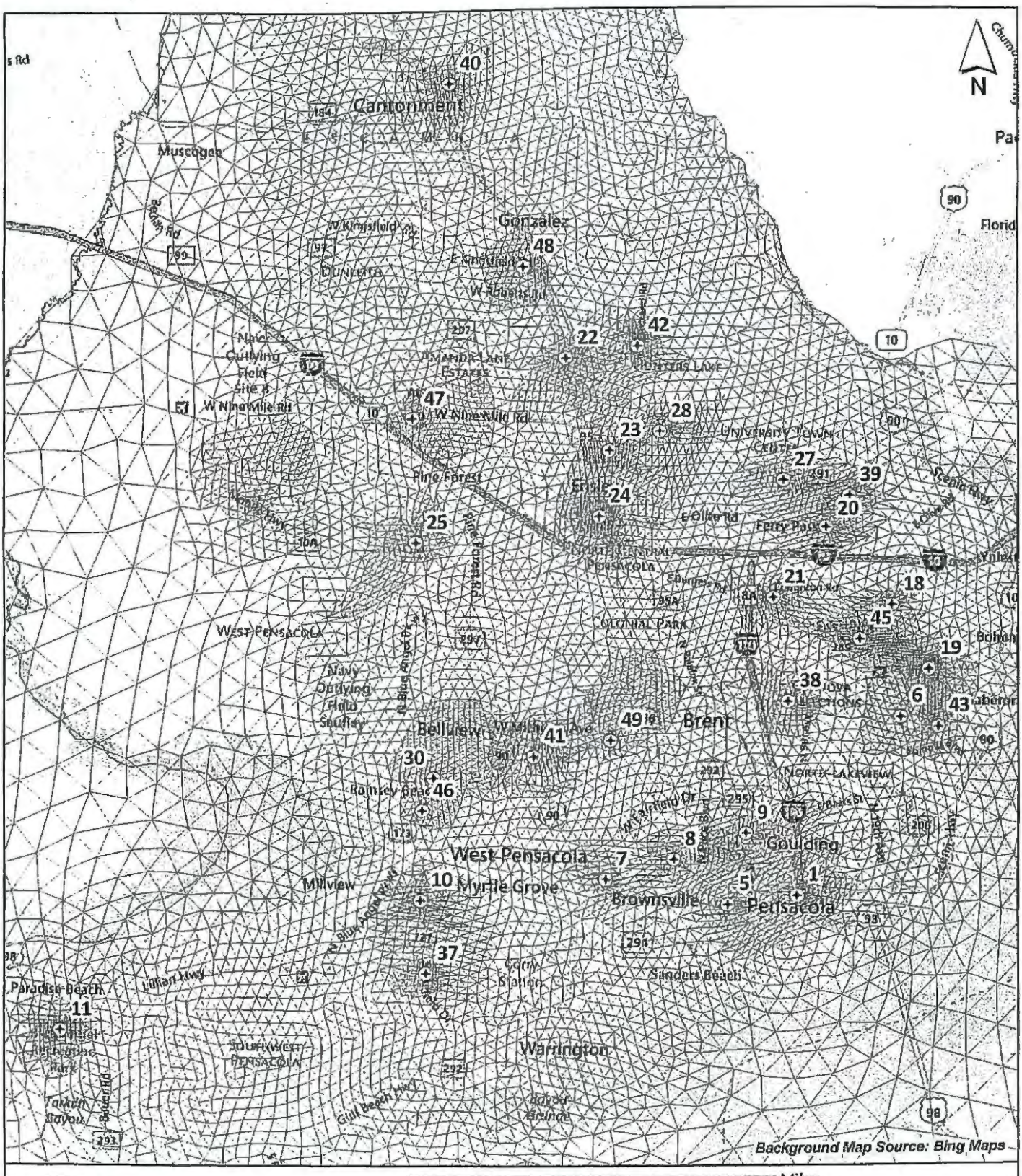


Figure 1
Updated Finite Element Model Grid

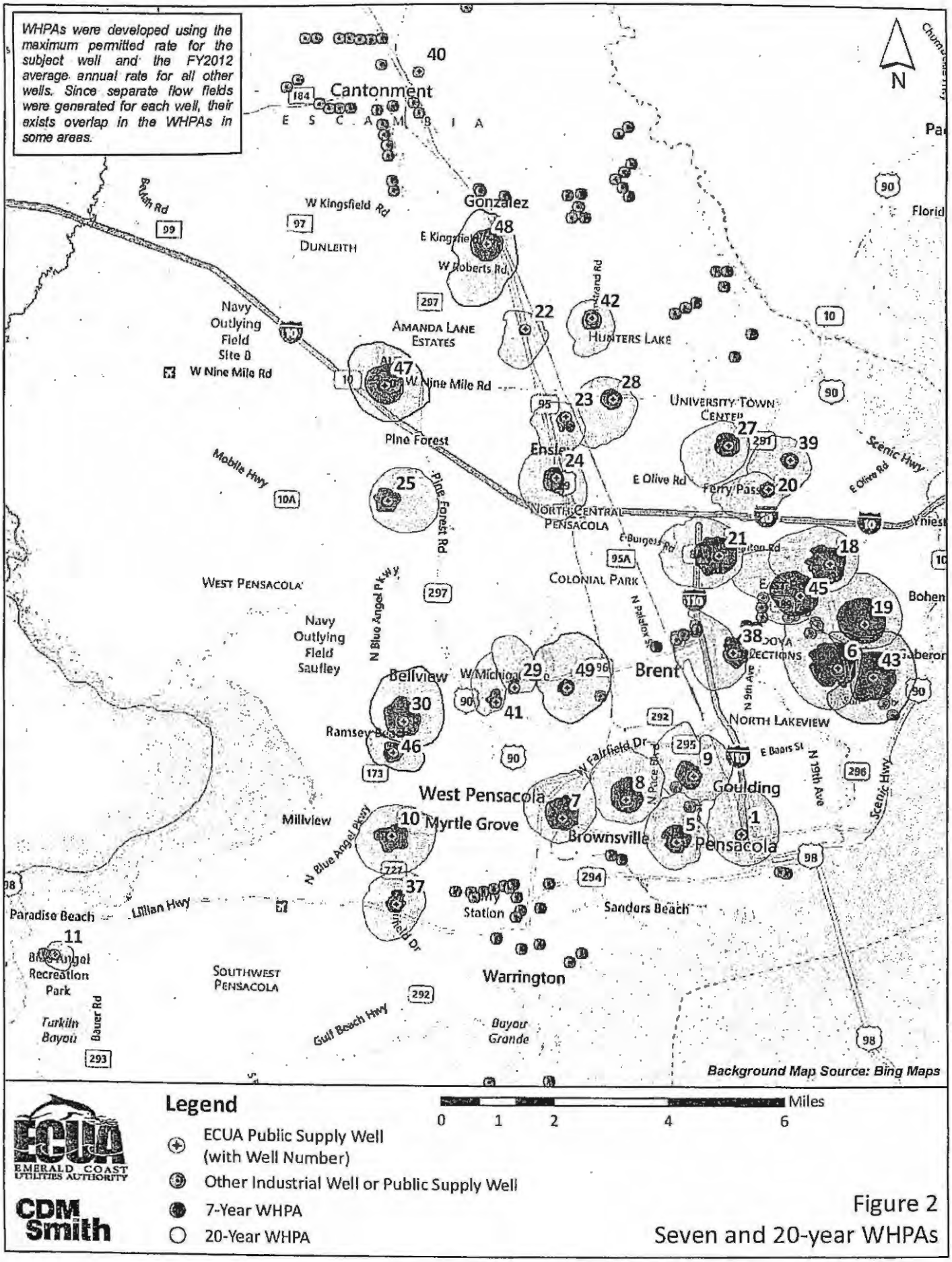


Figure 2
Seven and 20-year WHPAs

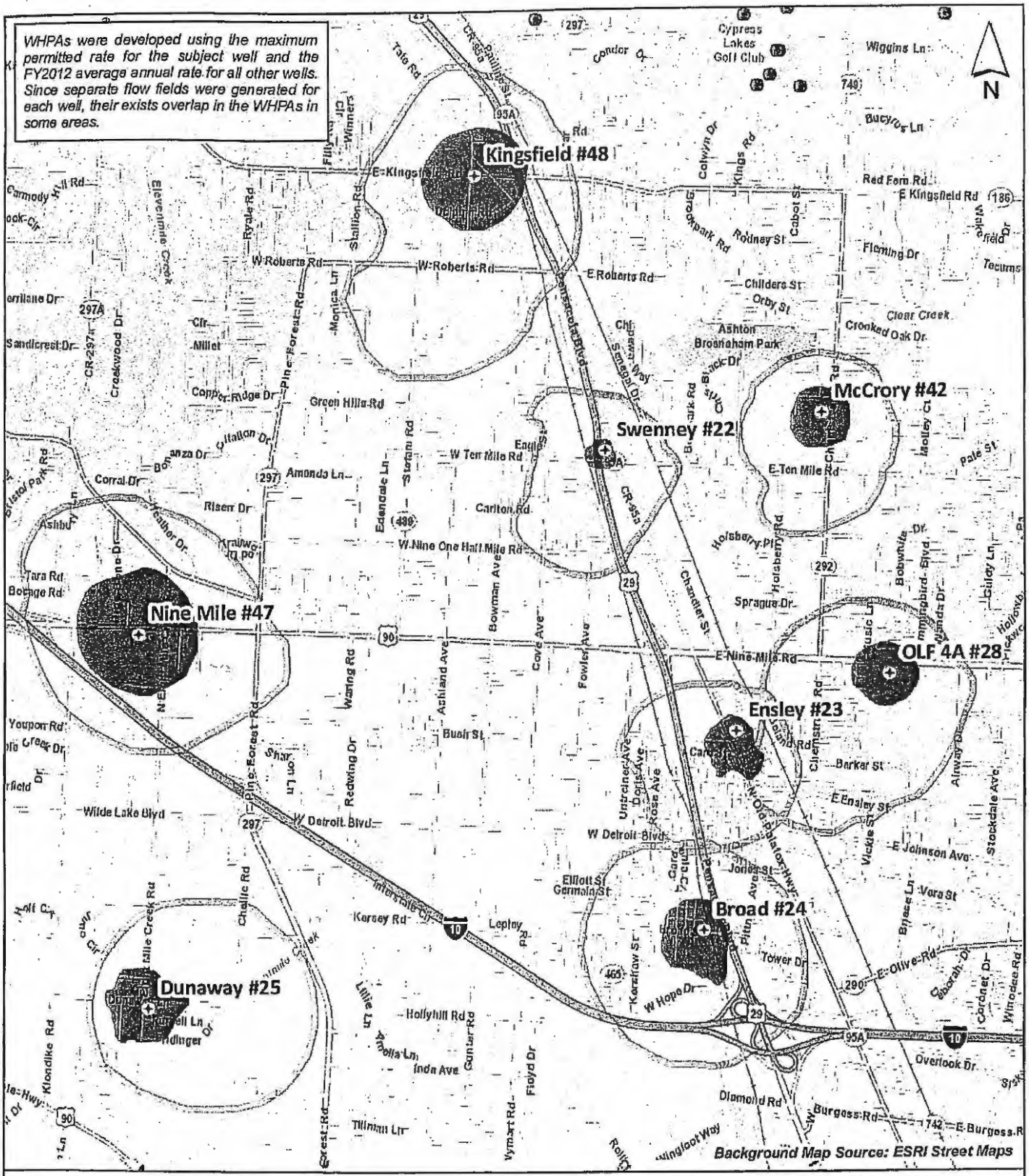


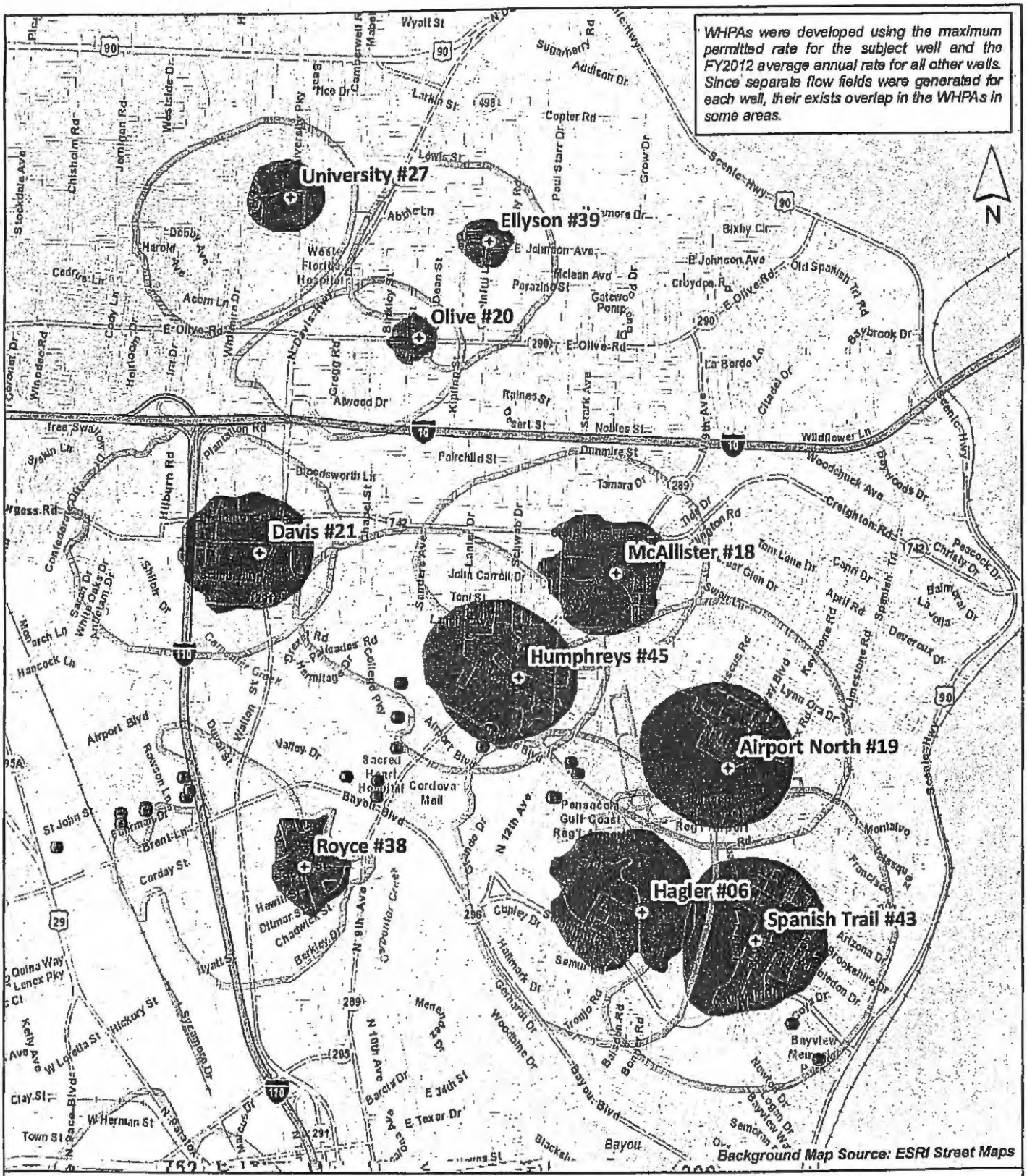
Figure 3
Seven and 20-year WHPAs
ECUA Well Nos.
22, 23, 24, 25, 28, 42, 47 & 48



ECUA EMERALD COAST UTILITIES AUTHORITY

CDM Smith

Figure 4
Seven and 20-year WHPAs
ECUA Well Nos.
22, 23, 24, 25, 28, 42, 47 & 48



EMERALD COAST UTILITIES AUTHORITY

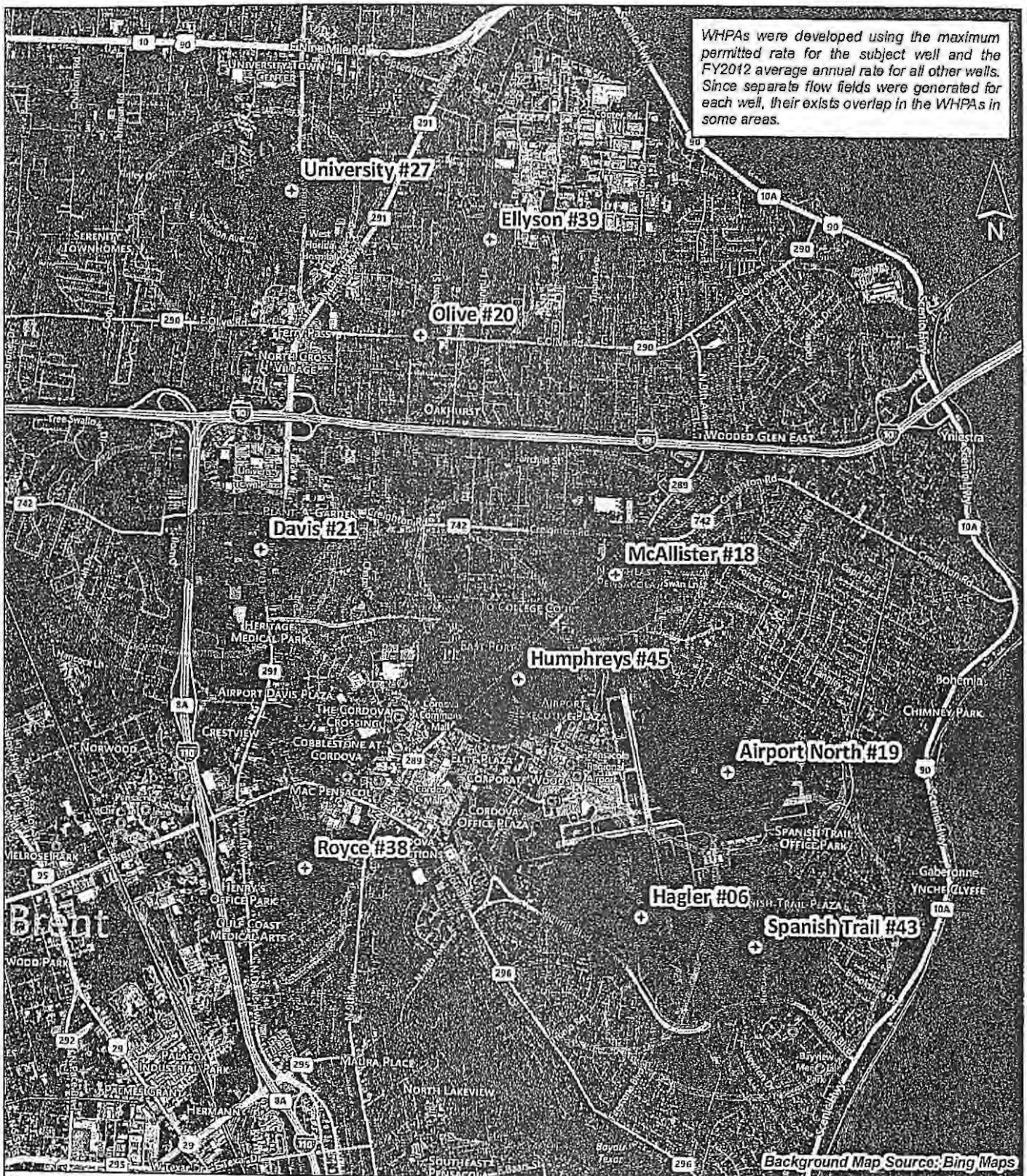
CDM Smith

Figure 5

Seven and 20-year WHPAs

ECUA Well Nos.

6, 18, 19, 20, 21, 27, 38, 39, 43, & 45



Legend

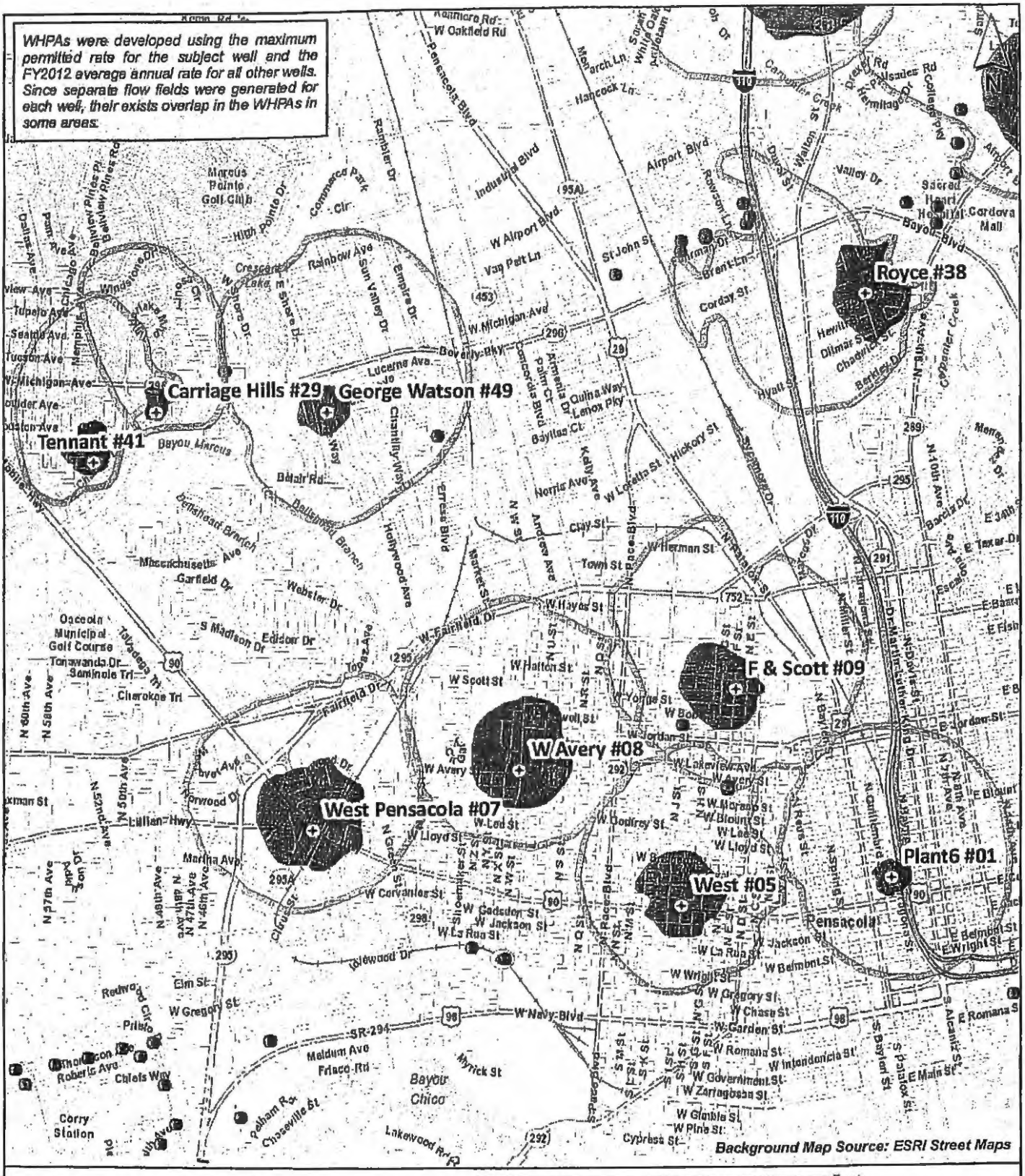
- ECUA Public Supply Well (with Well Number)
- Other Industrial Well or Public Supply Well
- 7-Year WHPA
- 20-Year WHPA

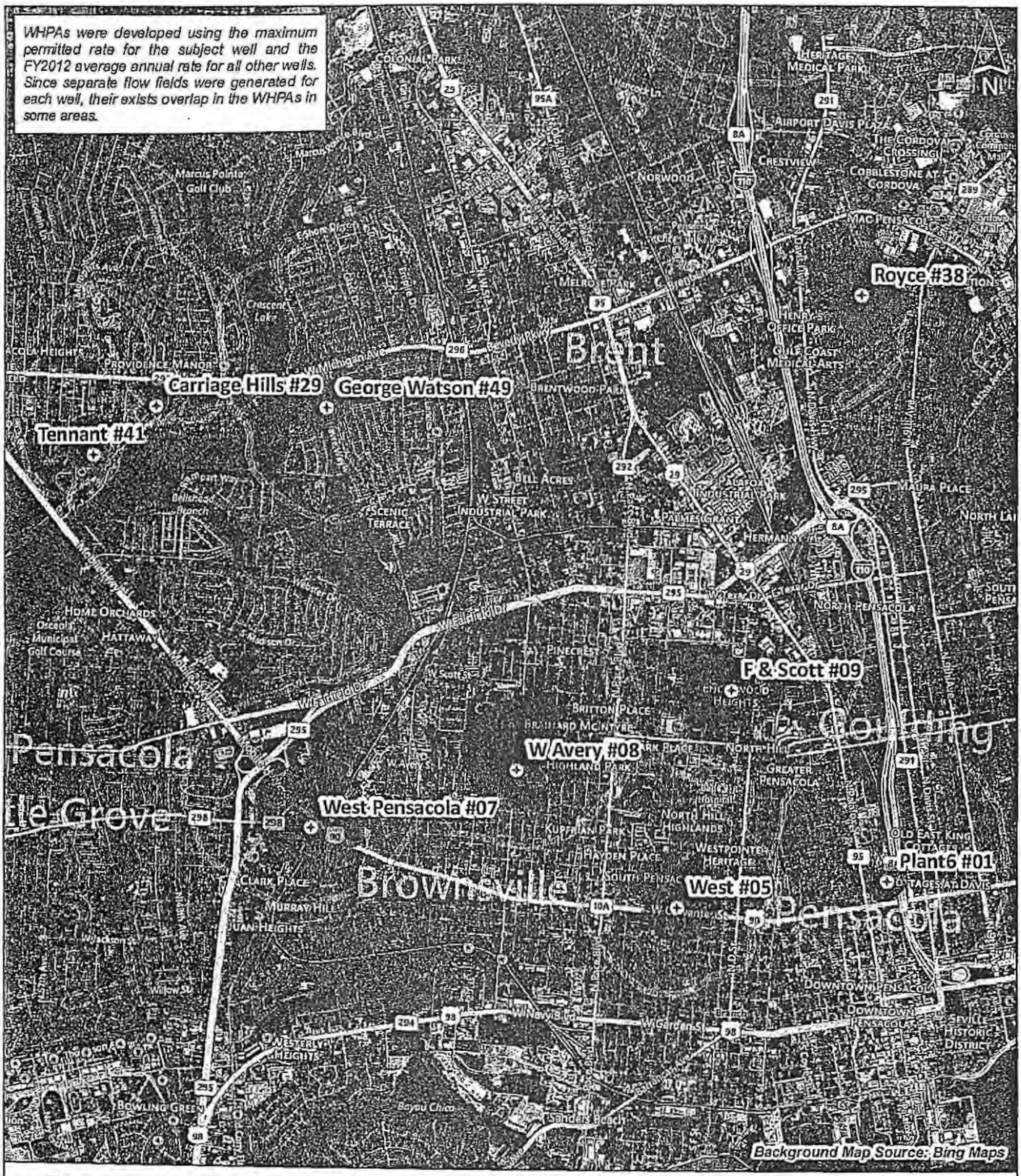
0 2,500 5,000 10,000 Feet

ECUA EMBRALD COAST UTILITIES AUTHORITY

CDM Smith

Figure 6
Seven and 20-year WHPAs
ECUA Well Nos.
6, 18, 19, 20, 21, 27, 38, 39, 43, & 45


WHPAs were developed using the maximum permitted rate for the subject well and the FY2012 average annual rate for all other wells. Since separate flow fields were generated for each well, their exists overlap in the WHPAs in some areas.
Royce #38
Carriage Hills #29
George Watson #49
Tennant #41
F & Scott #09
W Avery #08
West Pensacola #07
West #05
Plant6 #01
Pensacola
Background Map Source: ESRI Street Maps
Legend
ECUA Public Supply Well (with Well Number)
Other Industrial Well or Public Supply Well
7-Year WHPA
20-Year WHPA
0
2,500
5,000
10,000
Feet
EMERALD COAST UTILITIES AUTHORITY
CDM Smith
Figure 7
Seven and 20-year WHPAs
ECUA Well Nos.
1, 5, 7, 8, 9, 29, 38, 41 & 49



Legend

- ECUA Public Supply Well (with Well Number)
- Other Industrial Well or Public Supply Well
- 7-Year WHPA
- 20-Year WHPA

0 2,500 5,000 10,000 Feet

EMERALD COAST UTILITIES AUTHORITY

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Figure 8
Seven and 20-year WHPAs
ECUA Well Nos.
1, 5, 7, 8, 9, 29, 38, 41 & 49

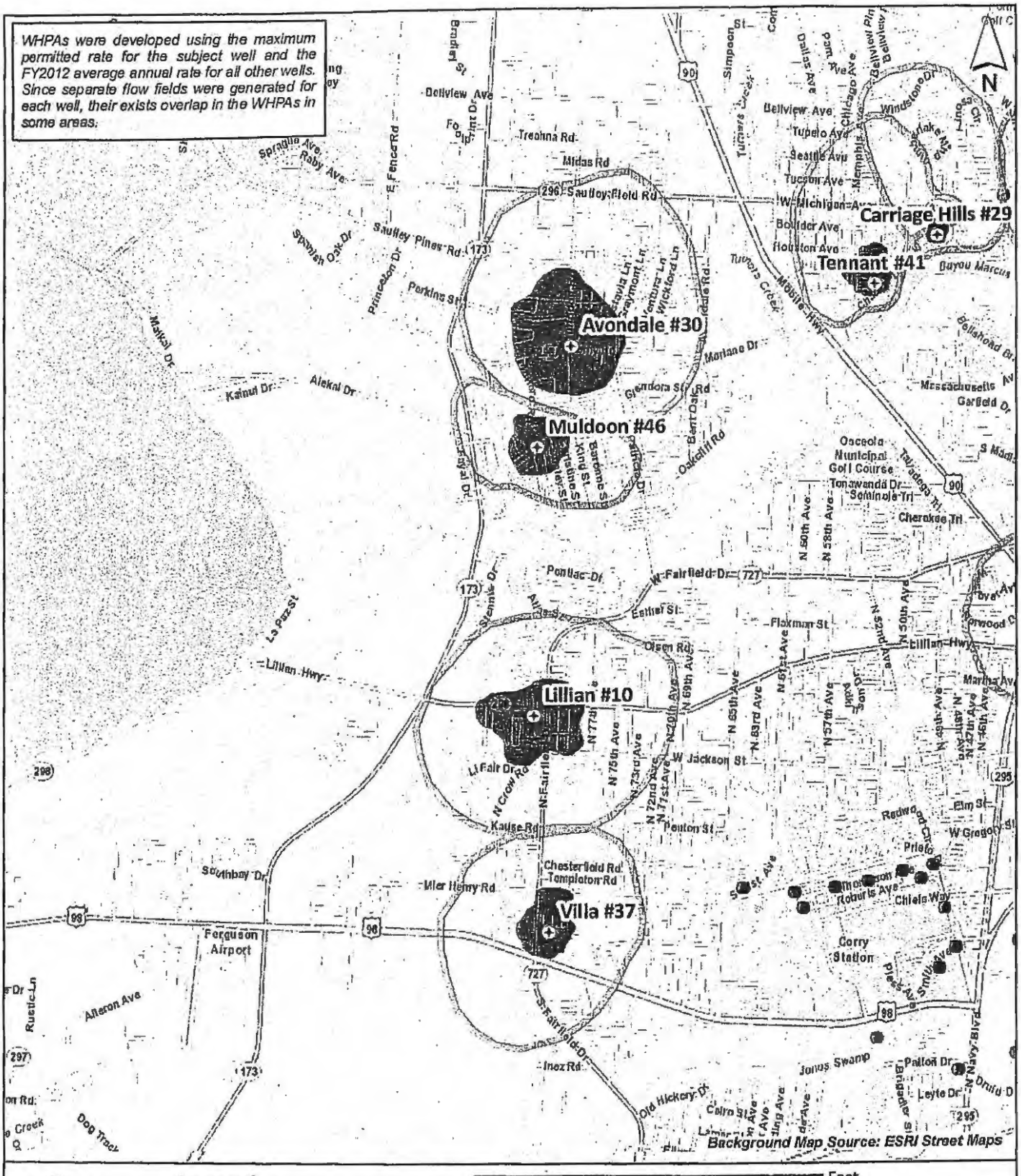


Figure 9
Seven and 20-year WHPAs
ECUA Well Nos.
10, 29, 30, 37, 41 & 46

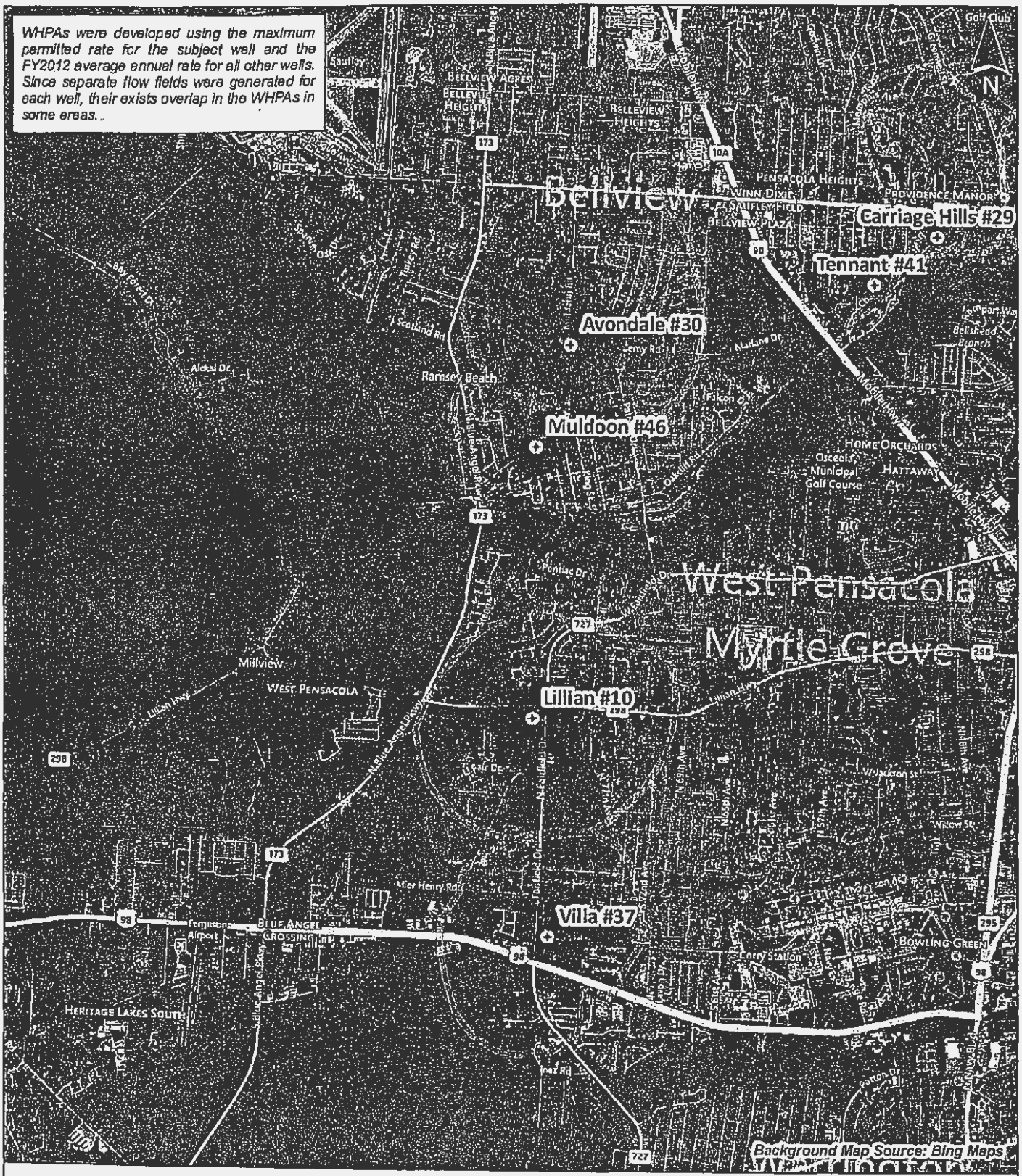


Figure 10
Seven and 20-year WHPAs
ECUA Well Nos.
10, 29, 30, 37, 41 & 46

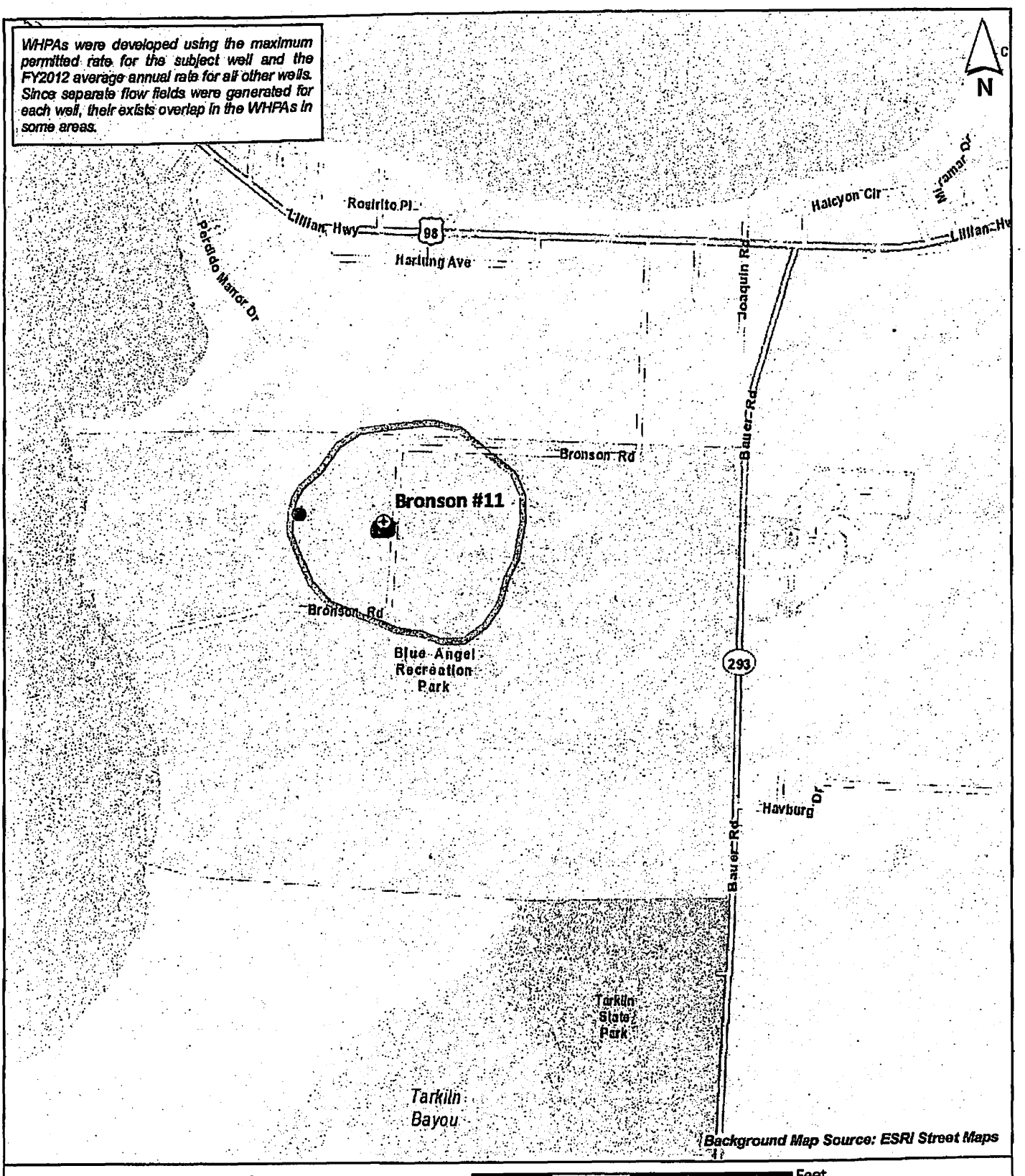
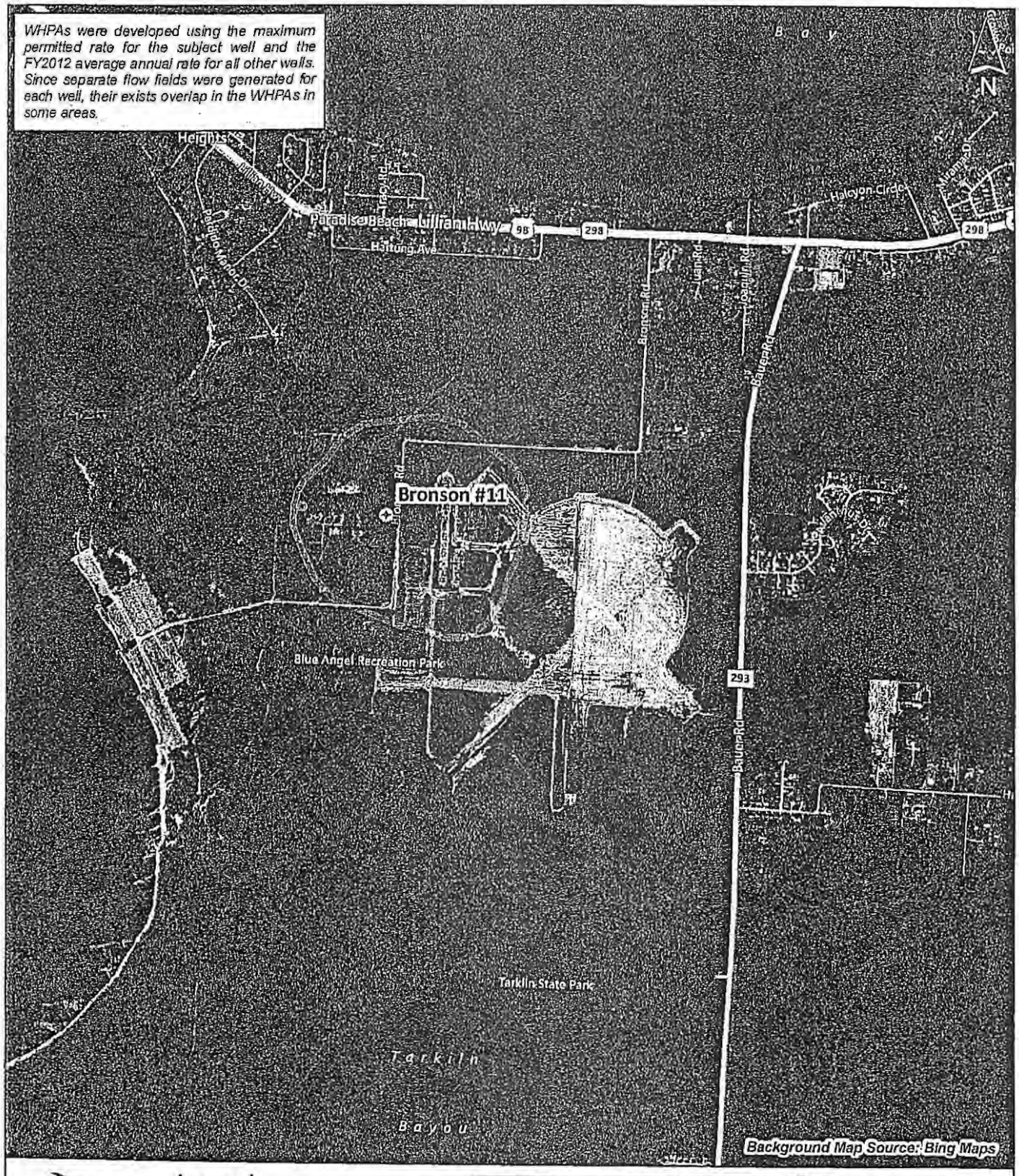


Figure 11
Seven and 20-year WHPAs
ECUA Well No. 11



Legend

- ECUA Public Supply Well (with Well Number)
- Other Industrial Well or Public Supply Well
- 7-Year WHPA
- 20-Year WHPA

Feet: 0 — 1,000 — 2,000 — 4,000

ECUA EMERALD COAST UTILITIES AUTHORITY

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Figure 12
Seven and 20-year WHPAs
ECUA Well No. 11

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Escambia County Property Appraiser Mobile Map



EXHIBIT 8

NOVA
ENGINEERING AND
ENVIRONMENTAL

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782 / Fax – 850.249.6683
www.usanova.com

November 30, 2015

Mr. Tom Hammond, P.E.
Hammond Engineering, Inc.
3802 North 'S' Street
Pensacola, Florida 32505

Subject: **BLACK GOLD II**
PRELIMINARY GEOTECHNICAL EXPLORATION
Cantonment, Escambia County, Florida
NOVA Project Number 8215146

Dear Mr. Hammond,

NOVA Engineering and Environmental, LLC (NOVA) has completed the authorized subsurface exploration and preliminary geotechnical engineering evaluation for the Black Gold II site in Cantonment, Escambia County, Florida. The work was performed in general accordance with NOVA Proposal No. 016-20152479 (dated October 12, 2015), and industry standards.

This letter forwards the results of our preliminary Geotechnical exploration for the subject site. The purpose of the exploration was to preliminarily evaluate the near surface soils present on the site to ascertain whether or not unsuitable materials are present that may prove detrimental to the desired development of the site.

Project Description

Based on the provided preliminary information, we understand that the subject property could potentially be used as a borrow source for sandy soils to be used in earthworks operations. Our services were requested to perform preliminary soil borings across the property to determine the vertical and horizontal extent of sandy subsurface strata that might be present above the underlying more clayey strata that are prevalent in the region.

Site Location and Description

The subject property is located on the north side of Becks Lake Road several hundred feet east of Pensacola Boulevard in Cantonment, Escambia County, Florida. At the time of our field exploration, the subject property was primarily undeveloped woodlands, although several jeep trails traversed the property. A visual estimate of site topography was not possible due to the existing site vegetation.

Subsurface Description

The borings encountered variable subsurface conditions, and will be discussed separately in general terms below.

Beneath roughly 6 to 12 inches of topsoil, the Standard Penetration Test (SPT) borings performed in the western, central and southern portions of the site (Borings B-1, B-2 and B-3) generally encountered mixed strata of very loose to dense fine-grained sands to clayey sands (USCS classifications of SP, SP/SM, SM, SM/SC and SC) to depths varying between about 23 feet to greater than 30 feet below existing grade (b.e.g.) underlain by soft to stiff high-plasticity (i.e., "fat") clay (CH) to the maximum depth explored of about 30 feet b.e.g.

Beneath roughly 6 to 12 inches of topsoil, the Standard Penetration Test (SPT) borings performed in the northeastern portion of the site (Borings B-4 and B-5) generally encountered mixed strata of very loose to medium dense fine-grained slightly silty sands to clayey sands (SP/SM, SM, SM/SC and SC) to depths varying between about 6 feet to 8 feet b.e.g., underlain by medium stiff to hard fat clay (CH) to roughly 18 feet to 20 feet b.e.g., in turn underlain by mixed strata of very loose to medium dense fine-grained slightly clayey to clayey sands (SP/SC and SC) and very stiff fat clay (CH) to the maximum depth explored of about 30 feet b.e.g.

Please refer to the Log of Boring Records provided in the attached Appendix for the subsurface conditions encountered at the specific boring locations.

Significant zones of perched groundwater were encountered in the test borings at depths varying between about 4 feet to 22 feet b.e.g. during our field exploration, which occurred during a period of normal to slightly above normal seasonal rainfall. We estimate that the normal permanent seasonal high groundwater (SHGW) table for this property can be assumed to remain at a depth greater than 30 feet b.e.g. during the wet season, but the perched groundwater zones found in the test borings can also be assumed to remain beneath this site relatively permanently given the presence of the underlying impermeable fat clays.

Discussion

Based on the results of our field exploration, the subsurface conditions encountered in the western, central and southern portions of this site (i.e., the areas represented by Borings B-1, B-2 and B-3) appear to be suitable for utilizing these areas as borrow sources for fill soils on commercial projects, provided the materials are excavated only down to the underlying fat clay (CH) soils and no deeper to preserve the relatively impermeable barrier that prevents regional infiltration of untreated storm or surface waters into the underlying aquifer present beneath the fat clay zone. The subsurface conditions identified in the northeastern portion of the property that is approaching adjacent wetlands (i.e., the area represented by Borings B-4 and B-5) do not appear to be suitable for utilizing this area as a borrow source due to the very shallow depths of available potential borrow materials above the fat clay zone noted above.

We appreciate your selection of **NOVA** and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

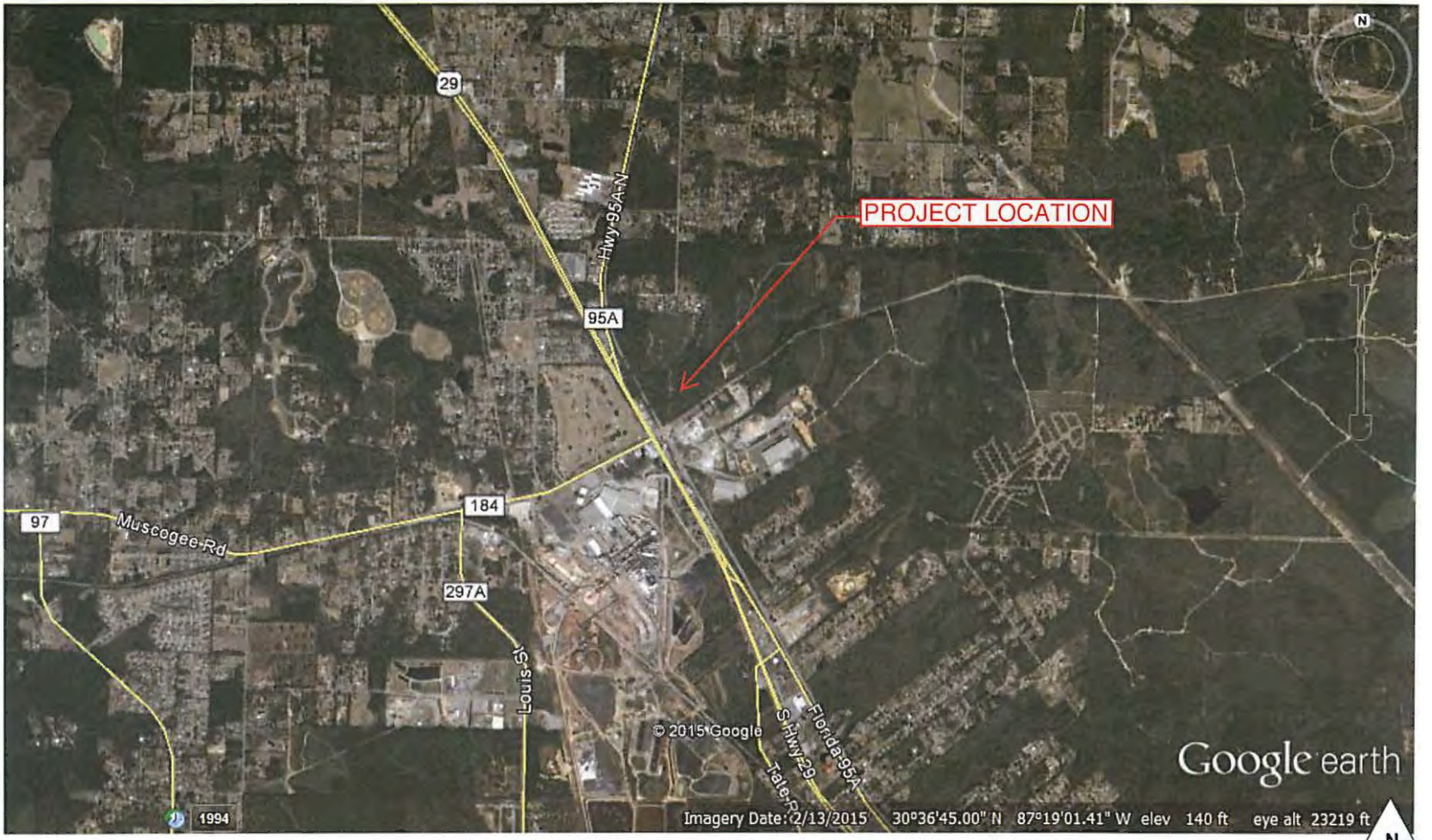
Sincerely,
NOVA ENGINEERING AND ENVIRONMENTAL, LLC

Phil Kauzlarich, P.E.
Project Engineer

William L. Lawrence, P.E.
Branch Manager

Attachments: **Appendix**
Site Location Map
USDA NRCS Soil Survey References
Boring Location Plan
Key to Symbols and Classifications
Log of Boring Records (5)
Qualification of Recommendations
ASFE Information about Geotechnical Reports

APPENDIX A
FIGURES & MAPS



Scale: NTS **Date Drawn:** 10/29/15 **Drawn By:** MJC **Checked By:** WLL	NOVA ENGINEERING AND ENVIRONMENTAL	140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**SITE LOCATION MAP** **Black Gold II** Pensacola, Escambia County, Florida *NOVA Project Number 8215146*

Soil Map—Escambia County, Florida
(Black Gold II)



Map Scale: 1:9,340 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 100 200 400 600

Feet
0 450 900 1800 2700

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Escambia County, Florida
Survey Area Data: Version 12, Sep 28, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 31, 2015—Mar 7, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Escambia County, Florida (FL033)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
22	Urban land	1.0	0.2%
24	Poarch sandy loam, 0 to 2 percent slopes	107.9	26.4%
25	Poarch sandy loam, 2 to 5 percent slopes	39.7	9.7%
26	Poarch sandy loam, 5 to 8 percent slopes	35.3	8.6%
27	Escambia fine sandy loam, 0 to 2 percent slopes	14.1	3.5%
38	Bonifay loamy sand, 0 to 5 percent slopes	81.9	20.1%
39	Bonifay loamy sand, 5 to 8 percent slopes	7.7	1.9%
43	Albany sand, 0 to 5 percent slopes	2.3	0.6%
49	Dorovan muck and Fluvaquents, frequently flooded	18.7	4.6%
50	Bigbee-Garcon-Fluvaquents complex, flooded	3.5	0.8%
51	Pelham loamy sand, 0 to 2 percent slopes	19.6	4.8%
52	Robertsdale sandy loam, 0 to 1 percent slopes	37.0	9.1%
54	Troup-Poarch complex, 8 to 12 percent slopes	39.6	9.7%
67	Notcher-Maubila complex, 2 to 5 percent slopes	0.1	0.0%
Totals for Area of Interest		**408.2**	**100.0%**

APPENDIX B
SUBSURFACE DATA



Scale: NTS **Date Drawn:** 10/23/15 **Drawn By:** MJC **Checked By:** WLL	NOVA ENGINEERING AND ENVIRONMENTAL	140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**BORING LOCATION PLAN** **Black Gold II** Pensacola, Escambia County, Florida *NOVA Project Number 8215146*

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KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts
			CH	Inorganic clays or clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Medium Stiff – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

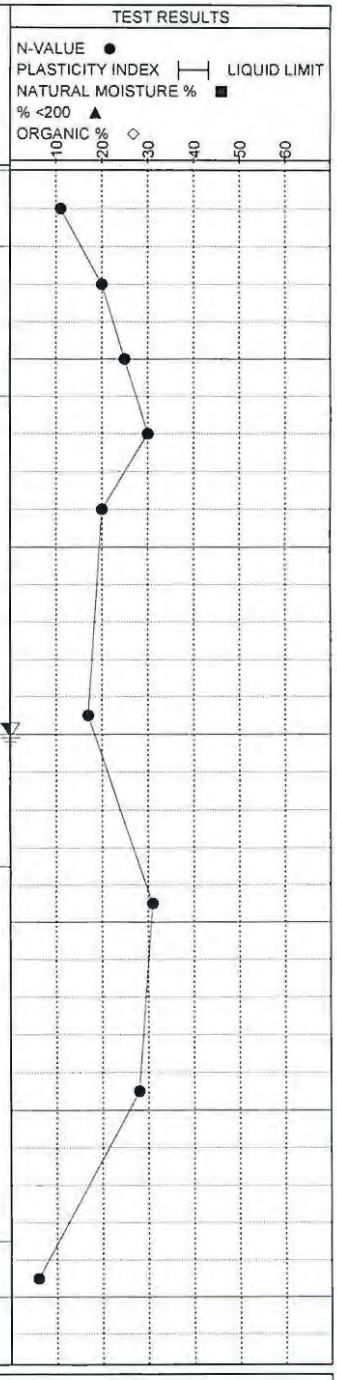
These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

Project: Black Gold II Preliminary Study
Project Location: Pensacola, Escambia County, Florida
Project Number: 8215146

LOG OF BORING
B-1

Date(s) Drilled: **10/21/15**	Drill Bit Size/Type: **2-inch Soil Bit**	Logged by: **J.James**
Drilled By: **J. Governale**	Sampling Method: **Split-spoon**	Checked by: **W. Lawrence**
Drill Rig Type: **Track-mounted BR2600**	Total Depth of Boring: **30 ft.**	Approximate Surface Elevation: **Existing Grade**
Drilling Method: **SPTB**	Boring Backfill: **Soil Cuttings**	Vertical Datum: **Existing Grade**
Hammer Data: Weight **140 lb.** Drop **30 in.**	Groundwater Level: **15.0 ft.**	Location: **As Per Boring Location Plan**

Elevation, feet MSL	Depth, feet	Sample Type	Sample Number	Sampling Resistance Blows/foot (N-value)	Consistency/ Relative Density	USCS-AASHTO	Graphic Log	Material Description
	0		1	11	MEDIUM DENSE	SM		Tan/Brown Fine-Grained Silty SAND
			2	20	MEDIUM DENSE	SP-SM		Tan/Brown/Red Fine-Grained Slightly Silty SAND
	5		3	25	MEDIUM DENSE			
			4	30	MEDIUM DENSE	SP-SM		Orange Fine-Grained Slightly Silty SAND
			5	20	MEDIUM DENSE			
	10							
			6	17	MEDIUM DENSE			
	15							
			7	31	DENSE	SP		Orange/Tan Fine-Grained SAND
	20							
			8	28	MEDIUM DENSE			
	25							
			9	6	LOOSE	SC-SM		Orange/Tan Fine-Grained Silty-Clayey SAND
	30							Boring Terminated at 30 ft.



REMARKS AND OTHER TESTS:

NOVA
ENGINEERING AND
ENVIRONMENTAL

Project: Black Gold II Preliminary Study
Project Location: Pensacola, Escambia County, Florida
Project Number: 8215146

LOG OF BORING
B-2

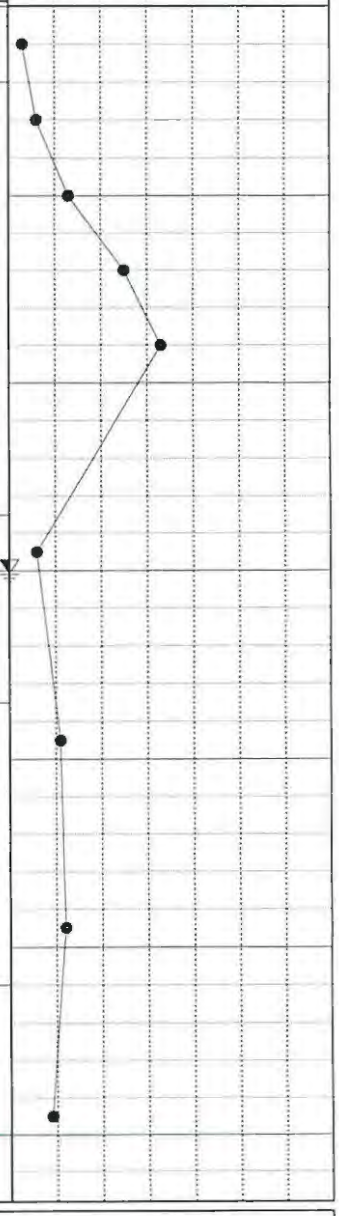
Date(s) Drilled: **10/21/15**	Drill Bit Size/Type: **2-inch Soil Bit**	Logged by: **J.James**
Drilled By: **J. Governale**	Sampling Method: **Split-spoon**	Checked by: **W. Lawrence**
Drill Rig Type: **Track-mounted BR2600**	Total Depth of Boring: **30 ft.**	Approximate Surface Elevation: **Existing Grade**
Drilling Method: **SPTB**	Boring Backfill: **Soil Cuttings**	Vertical Datum: **Existing Grade**
Hammer Data: Weight **140 lb.** Drop **30 in.**	Groundwater Level: **15.0 ft.**	Location: **As Per Boring Location Plan**

Elevation, feet MSL	Depth, feet	Sample Type	Sample Number	Sampling Resistance Blows/foot (N-value)	Consistency/ Relative Density	USCS-AASHTO	Graphic Log	Material Description
	0		1	3	VERY LOOSE	SP-SM		Tan/Brown Fine-Grained Slightly Silty SAND
			2	6	LOOSE	SM/SC		Tan/Brown Fine-Grained Slightly Clayey Silty SAND
	5		3	13	MEDIUM DENSE			
			4	25	MEDIUM DENSE			
			5	33	DENSE			
	10							
			6	6	LOOSE	SM		Orange/Tan/Red Fine-Grained Silty SAND
	15							
			7	11	MEDIUM DENSE	SM/SC		Tan/Red/Brown Fine-Grained Silty/Clayey SAND
	20							
			8	12	MEDIUM DENSE			
	25							
						CH		Orange/Gray/Tan CLAY
			9	9	STIFF			
	30							Boring Terminated at 30 ft.

TEST RESULTS

N-VALUE ●
PLASTICITY INDEX ⊢⊣ LIQUID LIMIT
NATURAL MOISTURE % ■
% <200 ▲
ORGANIC % ◇

10 20 30 40 50 60



REMARKS AND OTHER TESTS:

NOVA
ENGINEERING AND
ENVIRONMENTAL

Project: Black Gold II Preliminary Study Project Location: Pensacola, Escambia County, Florida Project Number: 8215146	LOG OF BORING B-3 Page 1 of 1

Date(s) Drilled: **10/21/15**	Drill Bit Size/Type: **2-inch Soil Bit**	Logged by: **J.James**
Drilled By: **J. Governale**	Sampling Method: **Split-spoon**	Checked by: **W. Lawrence**
Drill Rig Type: **Track-mounted BR2600**	Total Depth of Boring: **30 ft.**	Approximate Surface Elevation: **Existing Grade**
Drilling Method: **SPTB**	Boring Backfill: **Soil Cuttings**	Vertical Datum: **Existing Grade**
Hammer Data: Weight **140 lb.** Drop **30 in.**	Groundwater Level: **6.0 ft.**	Location: **As Per Boring Location Plan**

Elevation, feet MSL	Depth, feet	Sample Type	Sample Number	Sampling Resistance Blows/foot (N-value)	Consistency/ Relative Density	USCS-AASHTO	Graphic Log	Material Description
	0		1	6	LOOSE	SP-SM		Tan/Brown Fine-Grained Slightly Silty SAND
			2	8	LOOSE	SP-SM		Orange/Brown Fine-Grained Slightly Silty SAND
	5		3	14	MEDIUM DENSE			
			4	13	MEDIUM DENSE			
			5	10	LOOSE			
	10							
			6	3	VERY LOOSE	SC		Tan/Red/Gray Fine-Grained Clayey SAND
	15							
			7	4	LOOSE			
	20							
			8	3	SOFT	CH		Gray CLAY
	25							
			9	4	SOFT			
	30							Boring Terminated at 30 ft.

TEST RESULTS

N-VALUE ●
PLASTICITY INDEX ⊢⊣ LIQUID LIMIT
NATURAL MOISTURE % ■
% <200 ▲
ORGANIC % ◇

10 20 30 40 50 60

REMARKS AND OTHER TESTS:

NOVA
ENGINEERING AND
ENVIRONMENTAL

Project: Black Gold II Preliminary Study
Project Location: Pensacola, Escambia County, Florida
Project Number: 8215146

LOG OF BORING
B-4

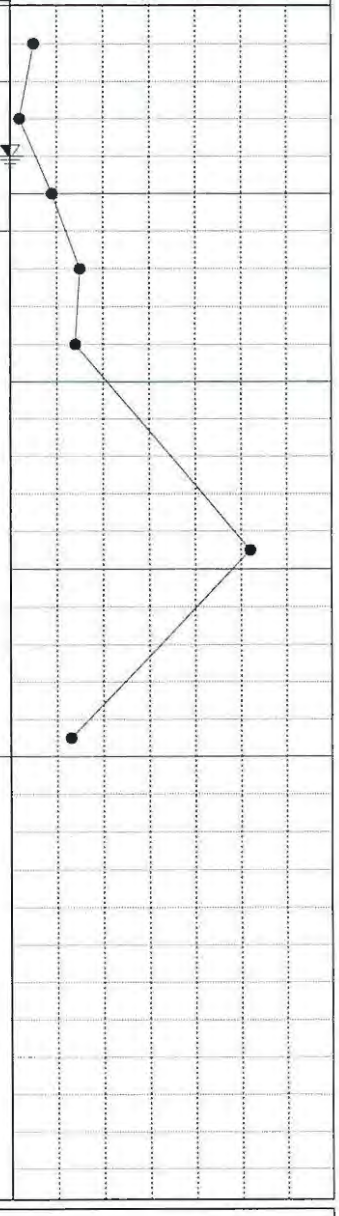
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Drilled By: **J. Governale**	Sampling Method: **Split-spoon**	Checked by: **W. Lawrence**
Drill Rig Type: **Track-mounted BR2600**	Total Depth of Boring: **20 ft.**	Approximate Surface Elevation: **Existing Grade**
Drilling Method: **SPTB**	Boring Backfill: **Soil Cuttings**	Vertical Datum: **Existing Grade**
Hammer Data: Weight **140 lb.** Drop **30 in.**	Groundwater Level: **4.0 ft.**	Location: **As Per Boring Location Plan**

Elevation, feet MSL	Depth, feet	Sample Type	Sample Number	Sampling Resistance Blows/foot (N-value)	Consistency/ Relative Density	USCS-AASHTO	Graphic Log	Material Description
	0		1	5	LOOSE	SM		Brown Fine-Grained Silty SAND
			2	2	VERY LOOSE	SP-SM		Orange/Brown Fine-Grained Slightly Silty SAND
	5		3	9	LOOSE	SC		Brown/Orange Fine-Grained Clayey SAND
			4	15	STIFF	CH		Tan/Gray CLAY
			5	14	STIFF			
	10							
			6	52	HARD			
	15							
			7	13	STIFF			
	20							Boring Terminated at 20 ft.
	25							
	30							

TEST RESULTS

N-VALUE ●
PLASTICITY INDEX ⊢⊣ LIQUID LIMIT
NATURAL MOISTURE % ■
% <200 ▲
ORGANIC % ◇

10 20 30 40 50 60



REMARKS AND OTHER TESTS:

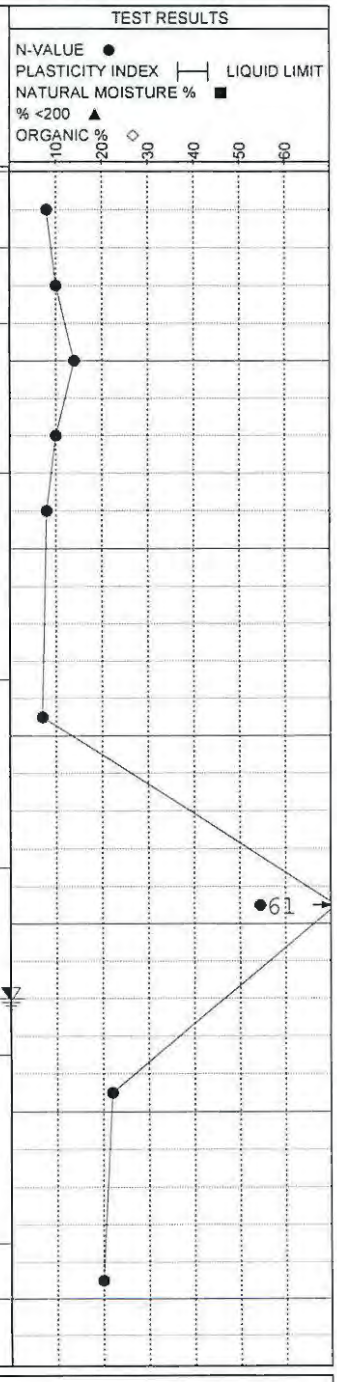
NOVA
ENGINEERING AND
ENVIRONMENTAL

Project: Black Gold II Preliminary Study
Project Location: Pensacola, Escambia County, Florida
Project Number: 8215146

LOG OF BORING
B-5

Date(s) Drilled: **10/21/15**	Drill Bit Size/Type: **2-inch Soil Bit**	Logged by: **J.James**
Drilled By: **J. Governale**	Sampling Method: **Split-spoon**	Checked by: **W. Lawrence**
Drill Rig Type: **Track-mounted BR2600**	Total Depth of Boring: **30 ft.**	Approximate Surface Elevation: **Existing Grade**
Drilling Method: **SPTB**	Boring Backfill: **Soil Cuttings**	Vertical Datum: **Existing Grade**
Hammer Data: Weight **140 lb.** Drop **30 in.**	Groundwater Level: **22.0 ft.**	Location: **As Per Boring Location Plan**

Elevation, feet MSL	Depth, feet	Sample Type	Sample Number	Sampling Resistance Blows/foot (N-value)	Consistency/ Relative Density	USCS-AASHTO	Graphic Log	Material Description
	0		1	8	LOOSE	SM		Brown Fine-Grained Silty SAND
			2	10	LOOSE	SM		Brown Fine-Grained Silty SAND
	5		3	14	MEDIUM DENSE	SM/SC		Brown/Orange Fine-Grained Silty/Clayey SAND
			4	10	LOOSE			
			5	8	MEDIUM STIFF	CH		Orange/Brown/Gray CLAY
	10							
			6	7	MEDIUM STIFF	CH		Gray CLAY
	15							
			7	61	VERY DENSE	SC		Orange/Tan Fine-Grained Clayey SAND
	20							
			8	22	MEDIUM DENSE	SP-SC		Orange/Tan Fine-Grained Slightly Clayey SAND
	25							
			9	20	VERY STIFF	CH		Gray CLAY
	30							Boring Terminated at 30 ft.



REMARKS AND OTHER TESTS:

NOVA
ENGINEERING AND
ENVIRONMENTAL

APPENDIX C
Qualifications of Recommendations
ASFE Document

QUALIFICATIONS OF RECOMMENDATIONS

The findings, conclusions and recommendations presented in this report represent our professional opinions concerning subsurface conditions at the site. The opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at later dates or at locations not explored. The opinions included herein are based on information provided to us, the data obtained at specific locations during the study, and our previous experience. If additional information becomes available which might impact our geotechnical opinions, it will be necessary for NOVA to review the information, re-assess the potential concerns, and re-evaluate our conclusions and recommendations.

Regardless of the thoroughness of a geotechnical exploration, there is the possibility that conditions between borings may differ from those encountered at specific boring locations, that conditions are not as anticipated by the designers and/or the contractors, or that either natural events or the construction process has altered the subsurface conditions. These variations are an inherent risk associated with subsurface conditions in this region and the approximate methods used to obtain the data. These variations may not be apparent until construction.

The professional opinions presented in this report are not final. Field observations and foundation installation monitoring by the geotechnical engineer, as well as soil density testing and other quality assurance functions associated with site earthwork and foundation construction, are an extension of this report. Therefore, NOVA should be retained by the owner to observe all earthwork and foundation construction to confirm that the conditions anticipated in this study actually exist, and to finalize or amend our conclusions and recommendations. NOVA is not responsible or liable for the conclusions and recommendations presented in this report if NOVA does not perform these observation and testing services.

This report is intended for the sole use of **Hammond Engineering, Inc.,** only. The scope of work performed during this study was developed for purposes specifically intended by **Hammond Engineering, Inc.,** only, and may not satisfy other users' requirements. Use of this report or the findings, conclusions or recommendations by others will be at the sole risk of the user. NOVA is not responsible or liable for the interpretation by others of the data in this report, nor their conclusions, recommendations or opinions.

Our professional services have been performed, our findings obtained, our conclusions derived and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices in the State of Florida. This warranty is in lieu of all other statements or warranties, either expressed or implied.

Important Information About Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you* – should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it at all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project–Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man–made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions *only* at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an *opinion* about subsurface conditions throughout the site. Actual subsurface conditions may differ – sometimes significantly – from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject To Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain specific types on information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations", many of the provisions indicate where geotechnical engineers responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in ASFE exposes geotechnical engineers to a wide array of risk management techniques than can be of genuine benefit for everyone involved with a construction project. Confer with you ASFE–member geotechnical engineer for more information.

ASFE

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email: info@asfe.org www.asfe.org

CDM Smith

Memorandum

To: *Mr. Tom Dawson, ECUA*
Mr. Brian Reid, ECUA
Mr. Timothy Haag; ECUA
Mr. Ned McMath, ECUA

From: *CDM Smith*

Date: *December 27, 2013*

Subject: *Task Order 13-01 Well Head Protection Area Development*

CDM Smith is pleased to provide this technical memorandum summarizing the results for Task Order 13-01 Well Head Protection Area Development. Seven and 20-year well head protection area (WHPA) delineations were developed for the following Emerald Coast Utilities Authority (ECUA) wells:

- Plant #6 Well #01
- West Well #05
- Hagler Well #06
- West Pensacola Well #07
- W Avery Well #08
- F & Scott Well #09
- Lillian Well #10
- Bronson Well #11
- McAllister Well #18
- Airport North Well #19
- Olive Well #20
- Davis Well #21
- Sweeney Well #22
- Ensley Well #23
- Broad Well #24
- Dunaway Well #25
- University Well #27
- OLF 4A Well #28
- Carriage Hills #29
- Villa Well #37
- Royce Well #38
- Ellyson Well #39
- Cantonment Well #40
- Tennant Well #41
- McCrory Well #42
- Humphreys Well #45

WHPA delineations were previously developed (CDM Smith, 2010) for the following six wells: Avondale #30, Spanish Trail #43, Muldoon #46, Nine Mile #47, Kingsfield #48, and George Watson #49. A seventh delineation for a proposed well (Equestrian Center well), was also developed; however, this well was not installed by ECUA. The model development and WHPA results for the 26 wells listed above are summarized in the following paragraphs and attached figures.

EXHIBIT 3

Flow Model Development

The previously developed and calibrated Escambia County numerical groundwater flow model (CDM, 2008) was used to build the flow model for the WHPA delineations. The model uses the finite-element code DYNFLOW, which is capable of fully simulating three-dimensional multi-layer aquifer systems, including both confined and unconfined aquifers. The basis for the model was the Northwest Florida Water Management District's (NWFWMD) original SWICHA model (Roaza, 1993 and Richards, 1997); however, because the SWICHA code did not allow for simulation of unconfined aquifers, the model was recreated and updated using DYNFLOW. As a result, the surficial zone of the Sand-and-Gravel aquifer, which was not part of the SWICHA model, was included during model development and calibration.

The flow model was updated to support WHPA delineations by incorporating additional model nodes and elements in the vicinity of the subject wells. Node spacing, which was originally on the order of 1,000 feet in the ECUA service area, was reduced to approximately 200 to 400 feet around each well. The updated model grid is shown in **Figure 1.** Material properties and other model attributes were interpolated onto the new model grid from the previously calibrated regional flow model.

For the purpose of simulating source water contributing areas to each well, new flow fields were developed using long-term average rates of precipitation and recharge. Long term average precipitation rates were previously determined to be 62.8 inches per year and recharge was estimated at 13.8 inches per year, or approximately 22 percent of average annual precipitation.

For the purpose of developing the 7- and 20-year WHPA, each ECUA well was modeled at its currently permitted maximum daily withdrawal rate while all other ECUA supply wells were modeled at their FY 2012 average pumping rate. In this manner, 26 separate flow fields were created. This approach was selected because the simultaneous use of maximum permitted daily rates for all ECUA wells results in an unrepresentative flow field with areas of excessive drawdown. For example, in certain locations such as the area south of I-10 and east of I-110, the use of maximum daily rates at all ECUA wells is simulated to cause the water table to drop below the surficial zone (SZ). Accurately representing saturated groundwater flow in the surficial zone is important in determining the shape and location of the WHPA. Furthermore, the combined pumping of all modeled ECUA wells at their permitted maximum daily rate is 84 million gallons per day (mgd). This is higher that ECUA's permitted maximum combined single-day withdrawal rate of 74 mgd. The maximum permitted daily rates and FY 2012 average rates for all ECUA wells are shown in **Table 1.**

The previous WHPA delineations prepared by the NWFWMD were based on the average daily pumping of May through September, the five highest use months of the year (Pratt, 1997). The use of maximum permitted daily rates for each well being assessed, combined with average daily rates for all other wells, reflects a slightly more conservative approach resulting in slightly larger 7- and

20-year contributing areas to each well; however, this approach is reasonable given that ECUA may, at any time, withdraw water from any of its supply wells at the maximum permitted daily rate.

Permitted industrial and public supply wells not part of ECUA's system were modeled at calendar year 2012 rates. In instances where 2012 pumping rates were not available or appeared questionable, 2011 rates were used. **Table** 2 lists pumping rates for all non-ECUA industrial and public supply wells included in the model.

Model Results

The mass transport code, DYNTRACK, coupled with the DYNFLOW-derived steady state flow field was used to delineate 7- and 20-year WHPAs to the 26 wells listed on page 1, not including the 6 wells which were previously assessed in 2010. Particles representing source water were uniformly spaced in 100-foot increments at the water table across the model and allowed to migrate forward in time under the long-term simulated flow field for a period of 20 years. As particles move through the saturated zone of the Sand and Gravel aquifer, the model records the coordinates of their positions over time (in 30 day increments). The starting positions of those particles that are removed at supply wells are documented to delineate the surface area contributing recharge to each supply well, which in this case are the 7- and 20-year WHPAs. The WHPAs are then drawn by surrounding the starting locations of particles removed by the well with a polygon using ArcGIS. During this procedure, some smoothing takes place to improve the presentation of the WHPA. This smoothing also helps account for variability associated with recharge and pumping rates of the subject well and surrounding wells.

Model-delineated 7- and 20-year WHPAs are shown for all ECUA wells in **Figure 2. Figures 3** through **12** provide the WHPAs by area (e.g. north, east, central, etc.) and in relation to roads and aerial imagery. The previously developed WHPAs for well numbers 30, 43, 46, 47, 48, and 49 are also shown. Because 26 separate flow fields were developed using the maximum permitted daily rate for each well being assessed and the average rate for all other wells, the 20-year WHPAs overlap in some instances. For example, the WHPAs for the five wells in the vicinity of the Pensacola Airport (**Figures 5 and 6**) each have some amount of overlap with their 20-year WHPA. This overlap would not exist if only one flow field were used; however, the overlap does help represent the fact that changes in pumping rates impact the size and shape of the WHPA and that the WHPAs based on the maximum permitted daily pumping rates are conservative.

The minimum time of travel from the water table to the Cantonment Well #40 is 31 years; therefore, there exists no 7- or 20-year WHPA for this well. The longer travel time is a result of several factors including the depth of the well; the increasing thickness of the Sand and Gravel Aquifer in this area and to the north; and potentially the influence of over 20 mgd of International Paper withdrawals to the west.

The shapes of WHPAs are influenced by a number of factors, including but not limited to recharge rates, vertical and horizontal hydraulic gradients, and permeability differences in materials

representing the layers of the Sand and Gravel aquifer, especially the Low Permeability Zone (LPZ). In many instances, WHPA shapes are significantly influenced by nearby major industrial and/or supply wells which compete for the same water. This competition for water may result in non-circular shapes.

Model Assumptions

Groundwater models are simplified representations of real world conditions and incorporate several simplifying assumptions. The WHPA delineations documented here were developed based on the following assumptions:

- Long-term average annual rates of precipitation and recharge remain constant;
- The locations of supply wells and elevations of screen intervals remain constant;
- Water supply pumping rates remain constant;
- The time it takes for a particle of water to travel through the unsaturated portion of the aquifer is not considered. Both simple and complex methods for developing WHPAs, including complex numerical, modeling based methods like those used here, take a conservative approach and do not account for travel time through the unsaturated zone. In instances where the water table is close to the surface, the time of travel in the unsaturated zone is generally short. WHPAs are more conservative in instances where the water table is deeper, and the time of travel may be more heavily influenced by low permeability zones which may slow movement and/or cause perched conditions.
- In the WHPA modeling, the time it takes for a particle of water to travel from the water table to the well screen considers advection only. Advection describes the transport of a particle simply due to the bulk flow of water. Advection is the primary process by which solutes move in the groundwater. The direction of transport coincides with that of groundwater and mass transport takes places at the average linear velocity of the groundwater.
- Dispersion is not considered when developing the WHPA delineations. Dispersion refers to the spreading and mixing caused by molecular diffusion and by the variations in velocity with which water moves at different scales. Dispersion is defined as the sum of the mechanical dispersion and the diffusion. Mechanical dispersion is mixing that occurs as a consequence of local variations in velocity around some mean velocity of flow. Diffusion is spreading of solutes due to molecular diffusion in response to concentration gradients within the groundwater. Mechanical dispersion and diffusion are generally not considered when using numerical models to develop WHPAs.
- The time it takes for a contaminant to reach a supply well may be longer due to the effects of retardation. Retardation occurs due to the process of adsorption/desorption of a solute on soil grains. Retardation was not considered when developing the WHPA delineations.

These assumptions are appropriate for planning purposes for areas of relatively stable population, development and land use. It should also be noted that the contributing areas to supply wells can change considerably should additional wells (not simulated in this analysis) be installed and operated in close vicinity to other supply wells or if particular wells are taken out of service for an extended period of time.

References

CDM Smith, 2008. Escambia County Groundwater Flow Model, Emerald Coast Utilities Authority.

CDM Smith, 2010. Task Order 10-1 Well Head Protection Areas. Memorandum dated May 20th, 2010 to Mr. Tom Dawson, Mr. Tim Colley, and Mr. Tim Haag.

Pratt, Thomas R., 1997. Wellhead Protection Area Delineation in Southern Escambia County, Florida, Water Resources Special Report 97-4, Northwest Florida Water Management District.

Richards, C.J., T.R. Pratt, and K.A. Milla, 1997. Wellhead Protection Area Delineation in Southern Escambia County Florida, Northwest Florida Water Management District, Water Resources Special Report, 97-4, 52 pgs.

Roaza, H.P., T.R. Pratt, and C.J. Richards, 1993. Numerical Modeling of Ground Water Flow and Contaminant Transport in the Sand-and-Gravel Aquifer, Escambia County Florida, Northwest Florida Water Management District, Water Resources Special Report, 93-4, 91 pgs.

Table 1
Pumping Rates Used for WHPA Delineations

ECUA Supply Well	*Maximum Permitted Daily Rate*		*FY 11-12 Average Rate*
	Gallons per Day (gpd)	Gallons per Minute (gpm)	Gallons per Minute (gpm)
Plant 6 #01	2,880,000	2,000	461
West #05	2,880,000	2,000	408
Hagler #06	2,880,000	2,000	1,097
West Pensacola #07	2,880,000	2,000	639
W & Avery #08	2,880,000	2,000	1,114
F & Scott #09	2,880,000	2,000	95
Lillian #10	2,880,000	2,000	527
Bronson #11	1,080,004	750	309
McAllister #18	2,880,000	2,000	872
Airport North #19	2,880,000	2,000	709
Olive #20	1,728,000	1,200	417
Davis #21	2,880,000	2,000	0
Sweeney #22	2,880,000	2,000	607
Ensley #23	1,728,000	1,200	0
Broad #24	2,880,000	2,000	608
Dunaway #25	2,880,000	2,000	880
University #27	2,880,000	2,000	548
OLF 4A #28	2,880,000	2,000	842
Carriage Hills #29	1,440,000	1,000	127
Avondale #30	*2,880,000*	*1,500*	*961*
Villa #37	2,160,000	2,000	584
Royce #38	2,880,000	2,000	361
Ellyson #39	2,880,000	1,500	732
Cantonment #40	2,160,000	1,200	1,251
Tennant #41	1,728,000	2,000	709
McCrory #42	2,880,000	2,000	905
Spanish Trail #43	*2,880,000*	*2,000*	*1,202*
Humphreys #45	2,880,000	2,000	79
Muldoon #46	*1,080,004*	*750*	*1,238*
Nine Mile #47	*4,320,000*	*3,000*	*1,435*
Kingsfield #48	*2,880,000*	*2,000*	*1,092*
George Watson #49	*3,240,004*	*2,250*	*1,906*

WHPA delineations were developed for the six shaded wells in 2010.

Table 2
Pumping Rates Used for Non-ECUA Industrial and Public Supply Wells

Public or Industrial Supply Well	Gallons per Day (gpd)[1]
MOLINO#3	501,161
MOLINO#2	63,746
MOLINO#1	65,257
MOLINO#4	129,541
CENTURY#3	253,210
CENTURY#1	94,728
CENTURY#2	139,041
PEOPLES#4	156,851
PEOPLES#3	617,462
PEOPLES#9	566,650
PEOPLES#5	289,481
PEOPLES#8	601,926
GONZALEZ#2	135,323
GONZALEZ#1	35,688
GONZALEZ#3	336,314
SOLUTIAPW-B	969,485
SOLUTIAPW-10	1,438,369
SOLUTIAPW-D	12,088
SOLUTIAPW-C	1,587,172
SOLUTIAPW-9	0
SOLUTIAPW-7A	161,489
SOLUTIAPW-6	0
SOLUTIAPW-5	0
SOLUTIAPW-8	435,590
SOLUTIAPW-2	0
SOLUTIAPW-E	1,635,830
SOLUTIAPW-AA	976,591
CORRY#16	23,301
CORRY#12	167,914
CORRY#9	254,541
CORRY#11	256,688
CORRY#15	274,678
CORRY#13	121,956
CORRY#14	213,393
CORRY#7	265,178
CORRY#10	260,630
CORRY#8	190,781
CHAMP_INT#1	3,403
CHAMP#1	1,134,489
CHAMP#2	1,134,489
CHAMP#03	868,982
CHAMP#5	868,982
CHAMP#6	868,982
CHAMP#7	868,982
CHAMP#8	868,982
CHAMP#9	868,982
CHAMP#10	823,772
CHAMP#11	868,982
CHAMP#12R	823,772
CHAMP#13	0
CHAMP#13R	868,982
CHAMP#17	935,951
CHAMP#20	935,951
CHAMP#22	935,951
CHAMP#23	747,602
CHAMP#23R	935,951
CHAMP#25R	747,602
CHAMP#29	935,951
CHAMP#30	935,951
CHAMP#31	935,951
CHAMP#32	935,951
CHAMP#33	935,951
CHAMP#34	935,951
CHAMP#35	935,951
CRISTPLANT#6	540,305
CRISTPLANT#5	517,064
CRISTPLANT#3	366,332
CRISTPLANT#4	330,218
CRISTPLANT#2	0
CRISTPLANT#7	446,347
FARMHILL#1	0
FARMHILL#3	245,199
FARMHILL#2	27,071
FARMHILL#4	215,450
BAYVIEWM#2	0
BAYVIEWM#4	43,071
BAYVIEWM#5	18,753
GULFPOW#1	23,974
GULFPOW#2	0
BRATT-DV#1	67,007
BRATT-DV#2	27,460
BRATT-DV#3	72,819
BRATT-DV#4	0
REICHOLD#14	128,531
REICHOLD#11	43,647
BAPT_H#5	0
BAPT_H#6	0
PJC#3	0
PJC#2	0
PJC#4	0
PJC#1	0
PEN_CHR#3	29,868
PEN_CHR#4	16,381
PEN_CHR#5	16,763
PEN_CHR#6	18,626
PEN_CHR#7	254
PEN_CHR#8	1,937
PEN_CHR#9	3,112
PEN_CHR#10	0
PEN_CHR#11	47,806
PEN_AIR#2	1,691
PEN_AIR#1	4,944
PEN_AIR#3	2,745
PEN_AIR#4	5,221
WALNHILL#1	64,052
WALNHILL#2	105,343
WALNHILL#3	79,551
CENTRAL#1	0
CENTRAL#2	0
CENTRAL#3	0
CENTRAL#4	124,597
CENTRAL#5	0
WASH_H#2	0
PNS_H#1	0
LOSTKEY	0
SH_H#1	34,640
SH_H#3	1,346
SH_H#2	43,258
SH_H#4	2,700
SH_H#5	1,234
COTTAGE#2	0
COTTAGE#1	3,890
COTTAGE#3	36,929
COTTAGE#4	274,162
NAS_PEN#2	0
NAS_PEN#3	0
PERD_BAYCC	0
PENS_CC	44,544
NPWC#1	0
NPWC#2	0
NPWC#3	0
LK_CHARL#1	0
UWF#1	0
UWF#2	0
SOLUTIA_GOLF	112

[1] *Reflects the average annual pumping rate reported in 2012. Where 2011 data was incomplete or questionable, 2011 data was used.*

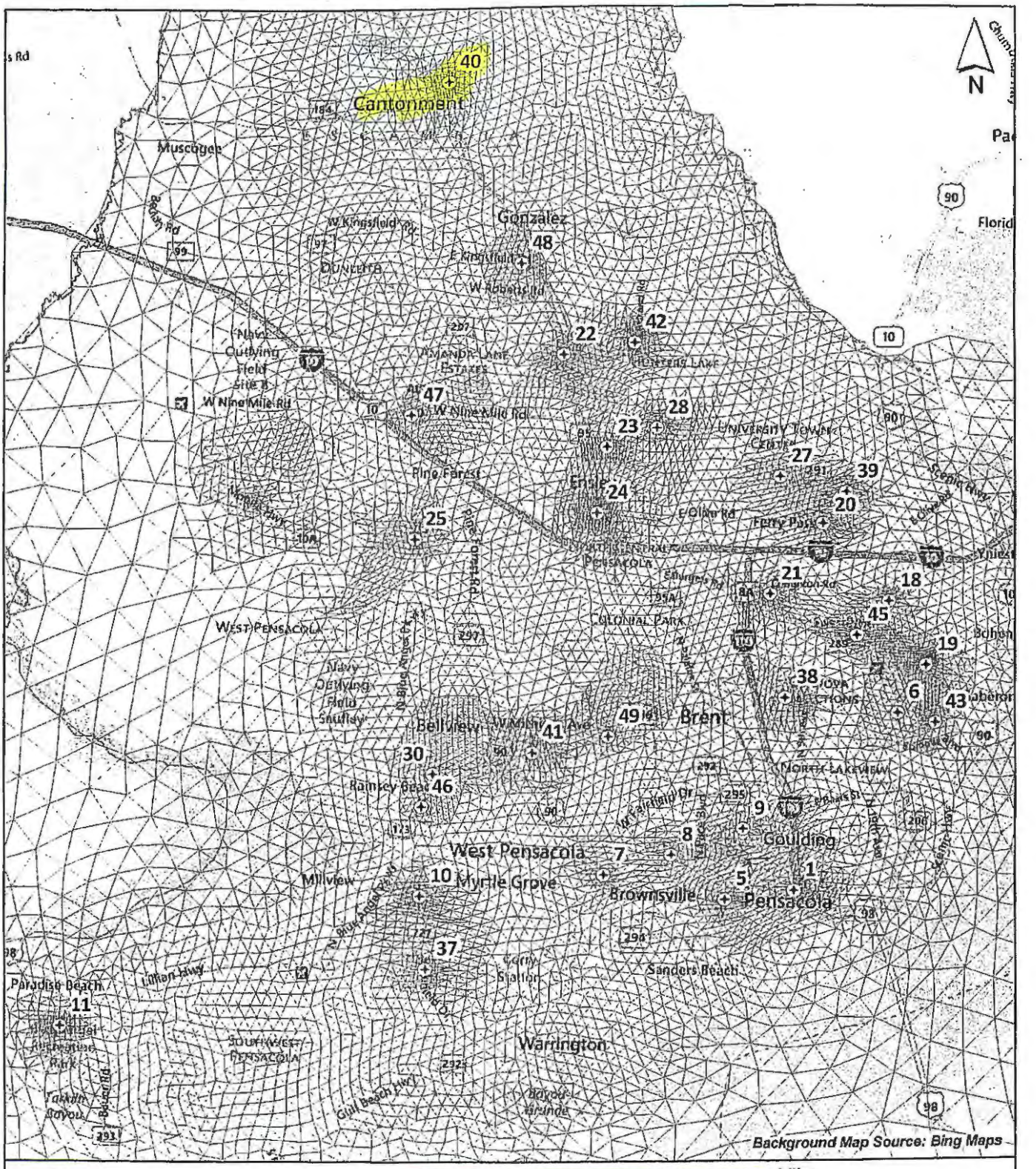


Figure 1
Updated Finite Element Model Grid

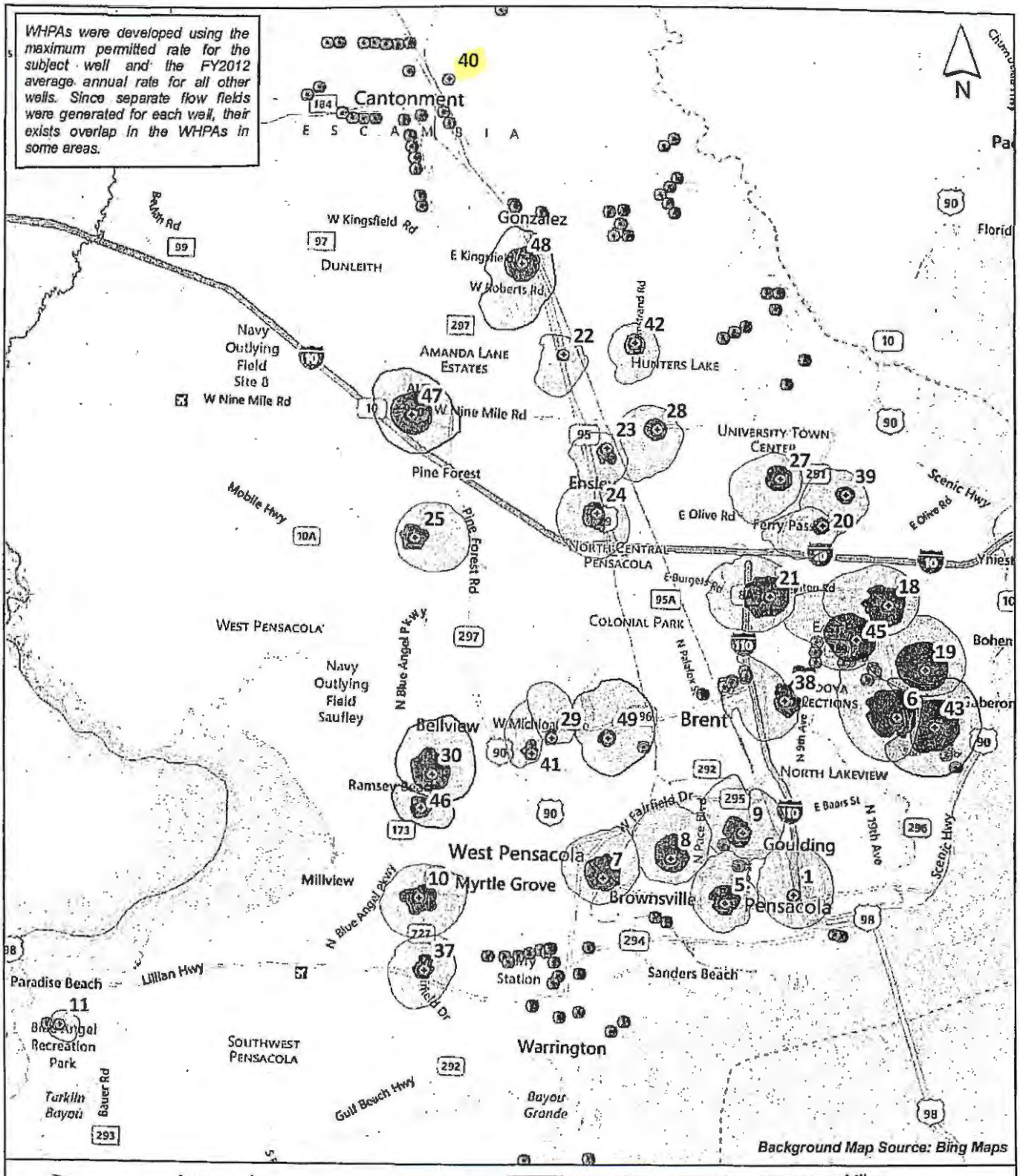


Figure 2
Seven and 20-year WHPAs

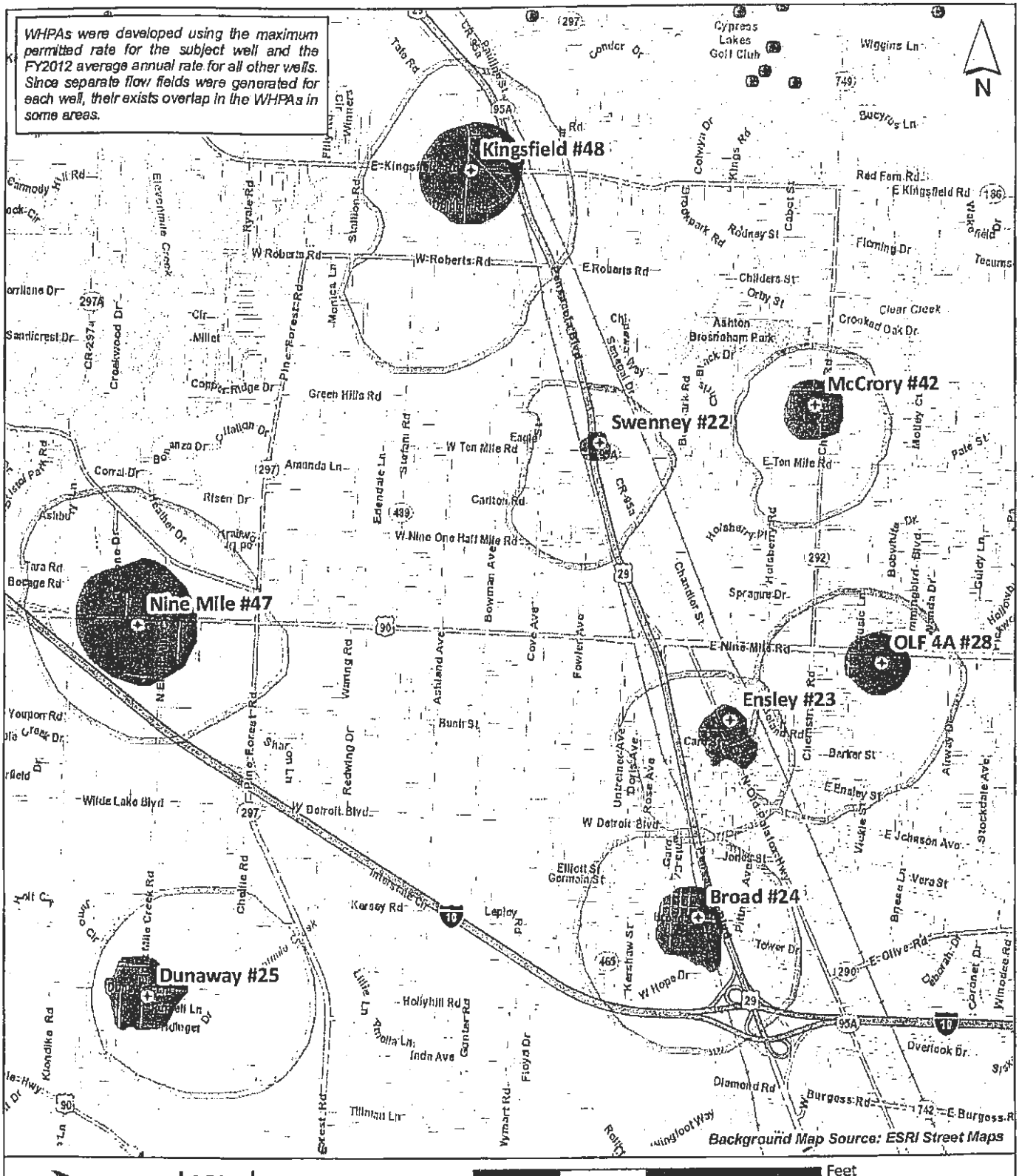


Figure 3
Seven and 20-year WHPAs
ECUA Well Nos.
22, 23, 24, 25, 28, 42, 47 & 48

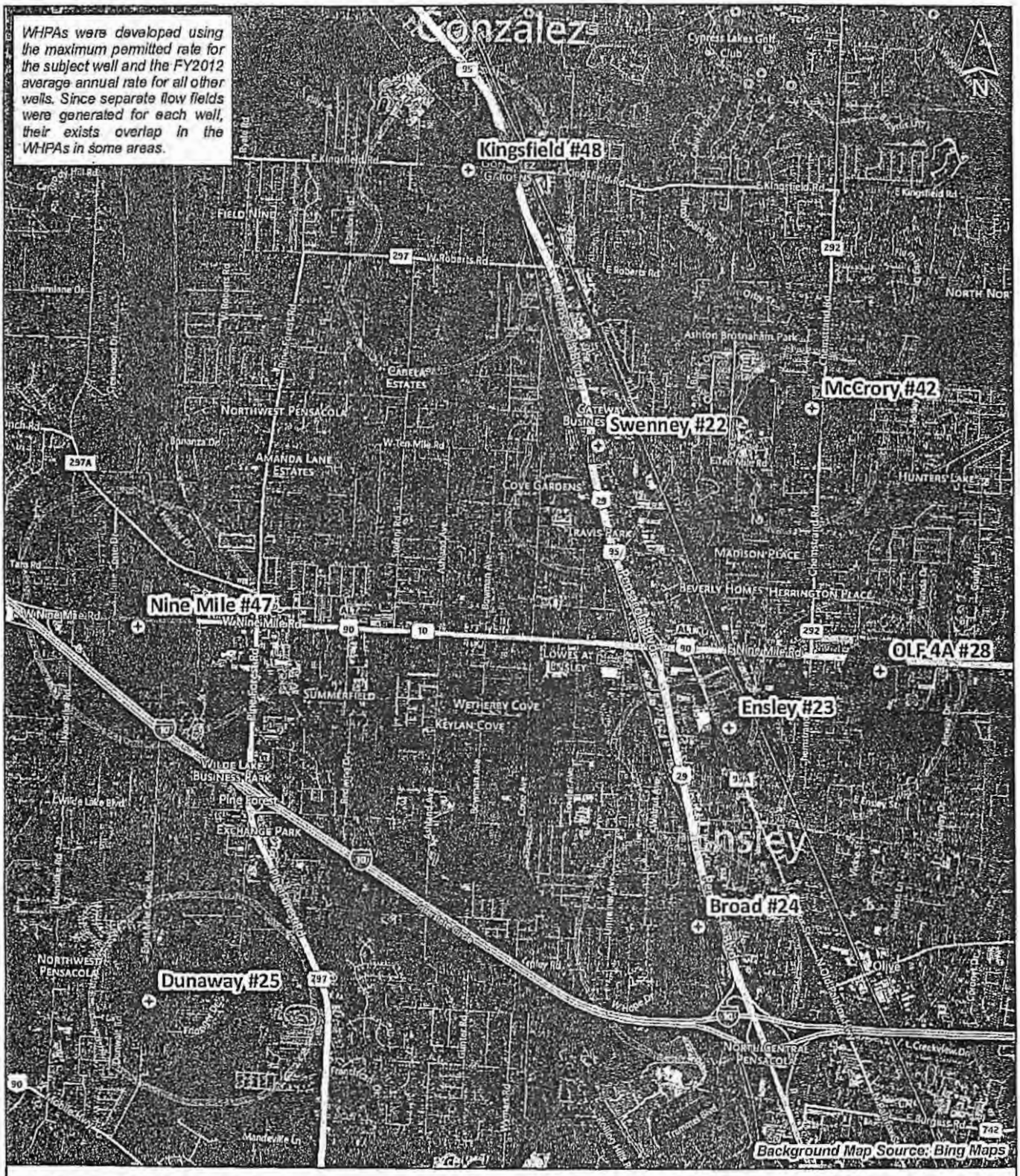
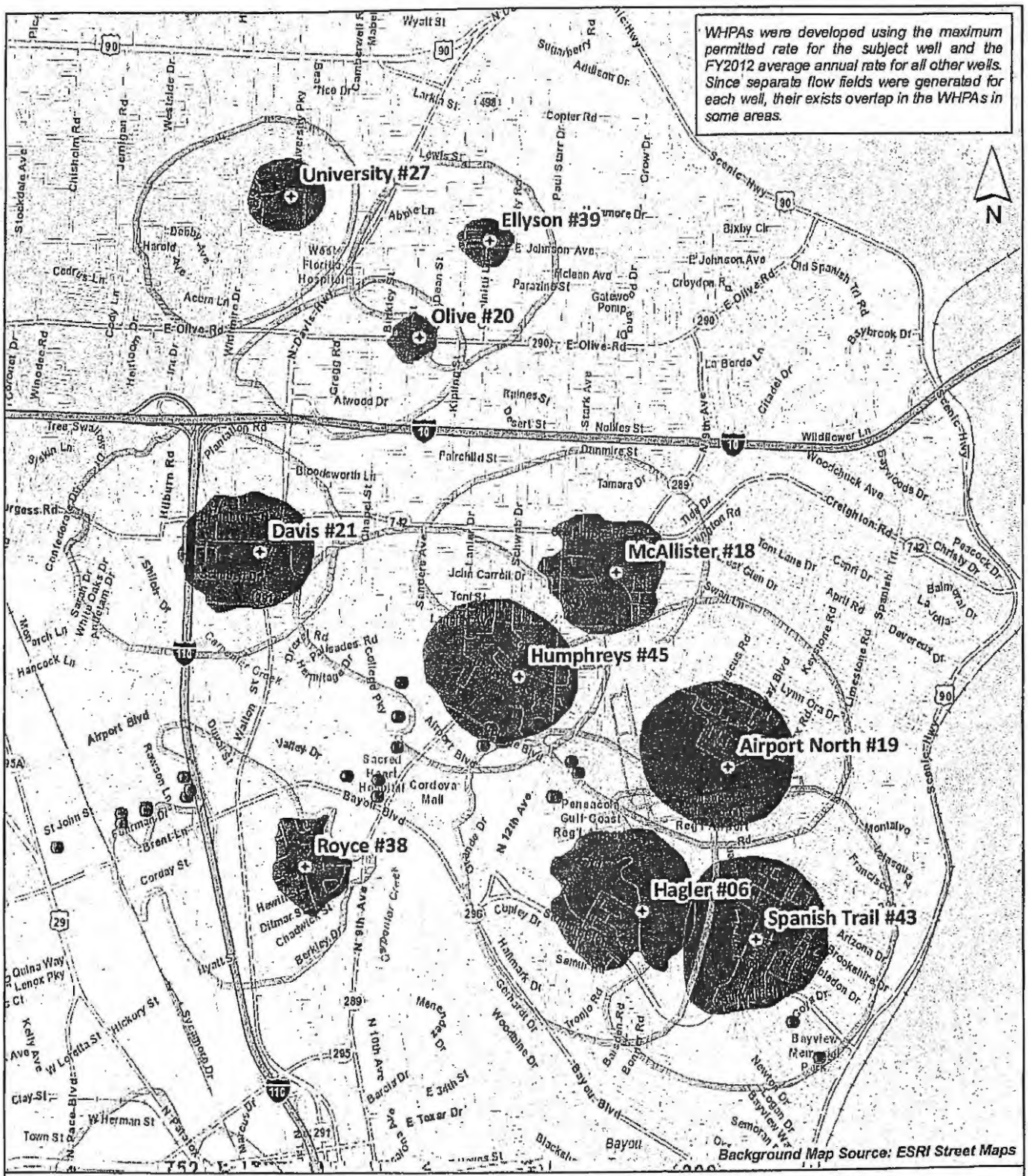


Figure 4
Seven and 20-year WHPAs
ECUA Well Nos.
22, 23, 24, 25, 28, 42, 47 & 48



EMERALD COAST UTILITIES AUTHORITY

CDM Smith

Figure 5

Seven and 20-year WHPAs

ECUA Well Nos.

6, 18, 19, 20, 21, 27, 38, 39, 43, & 45

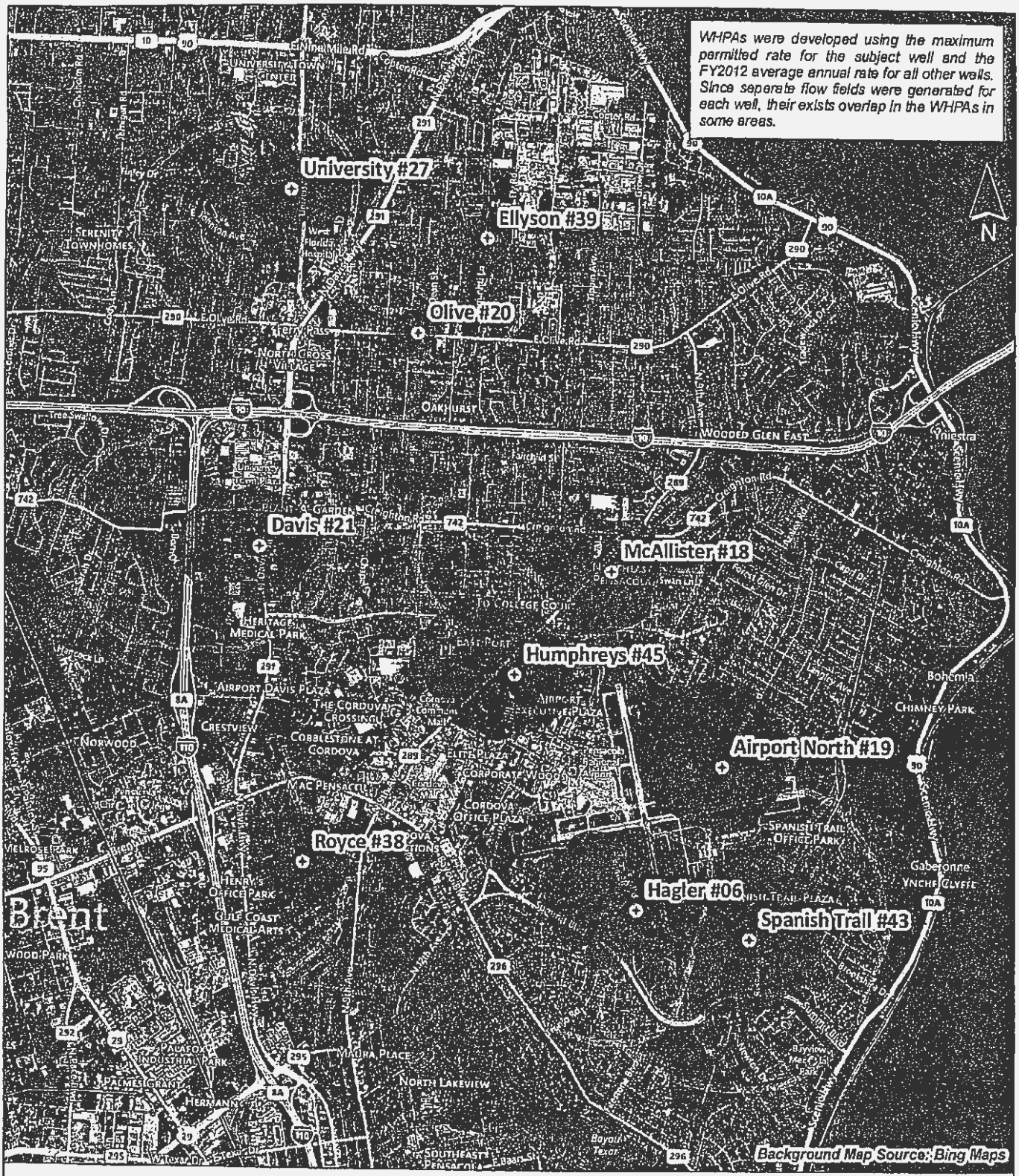


Figure 6
Seven and 20-year WHPAs
ECUA Well Nos.
6, 18, 19, 20, 21, 27, 38, 39, 43, & 45

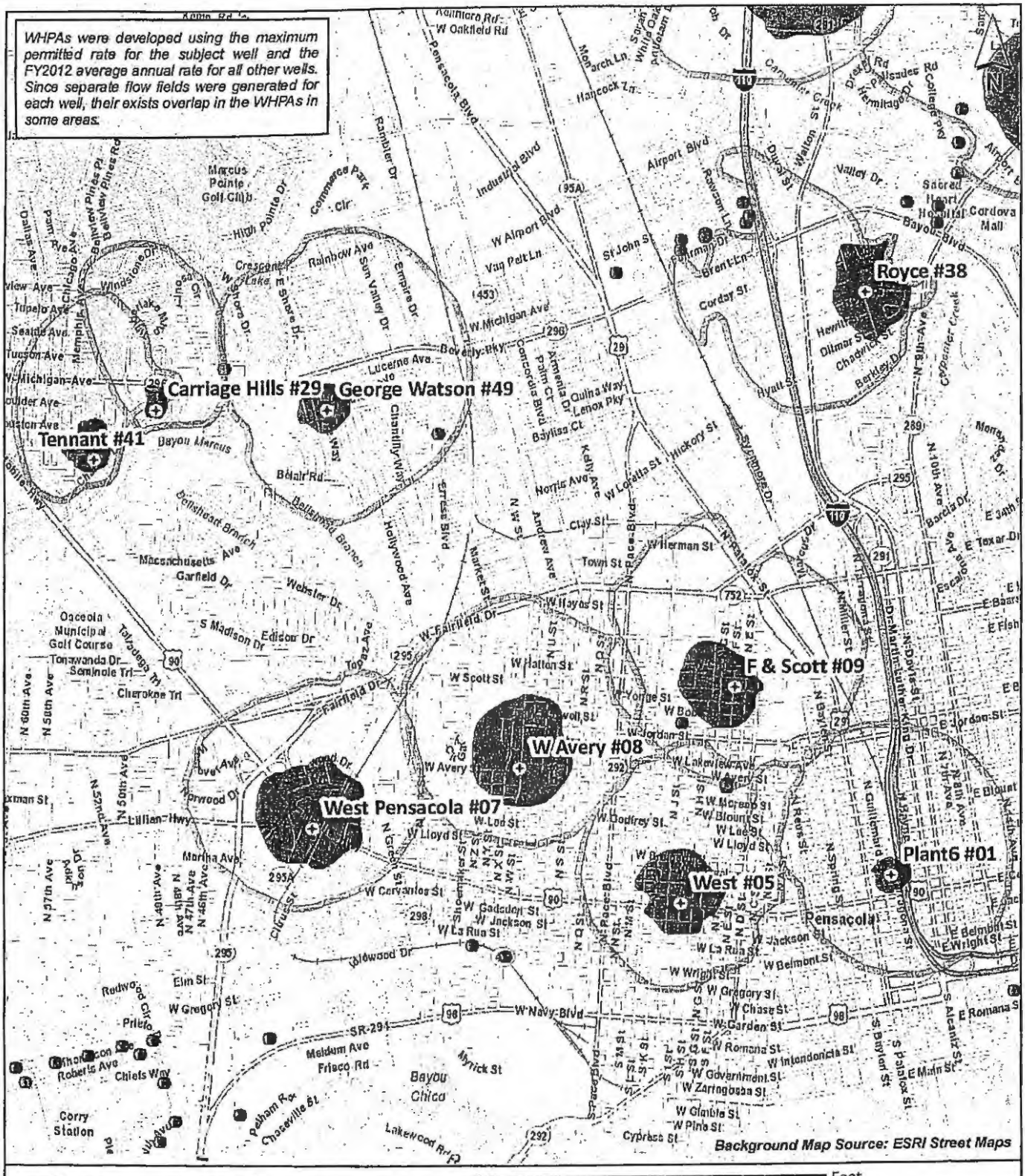


Figure 7
Seven and 20-year WHPAs
ECUA Well Nos.
1, 5, 7, 8, 9, 29, 38, 41 & 49



Legend

- ECUA Public Supply Well (with Well Number)
- Other Industrial Well or Public Supply Well
- 7-Year WHPA
- 20-Year WHPA

0 2,500 5,000 10,000 Feet

ECUA EMERALD COAST UTILITIES AUTHORITY

CDM Smith

Figure 8
Seven and 20-year WHPAs
ECUA Well Nos.
1, 5, 7, 8, 9, 29, 38, 41 & 49

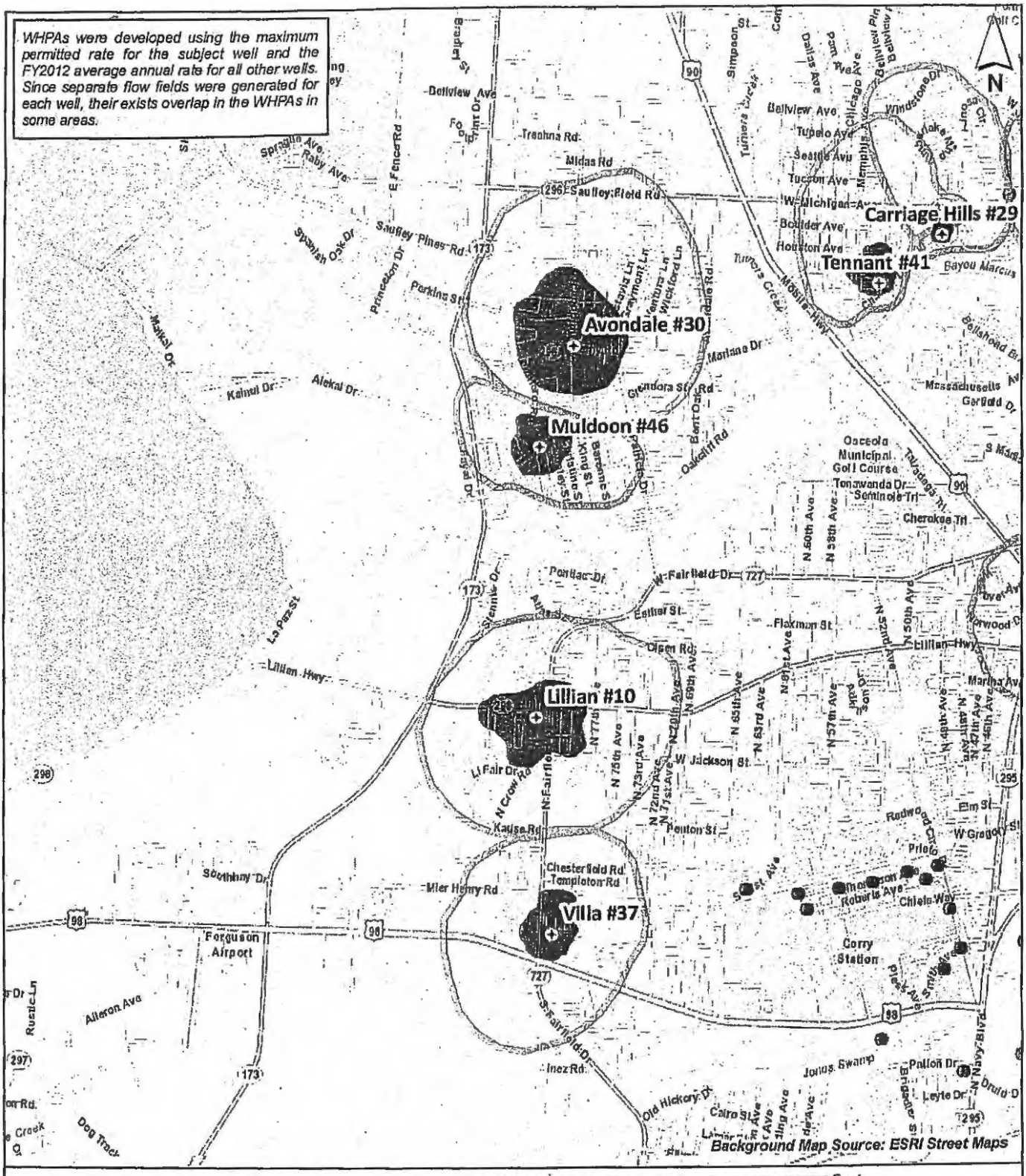
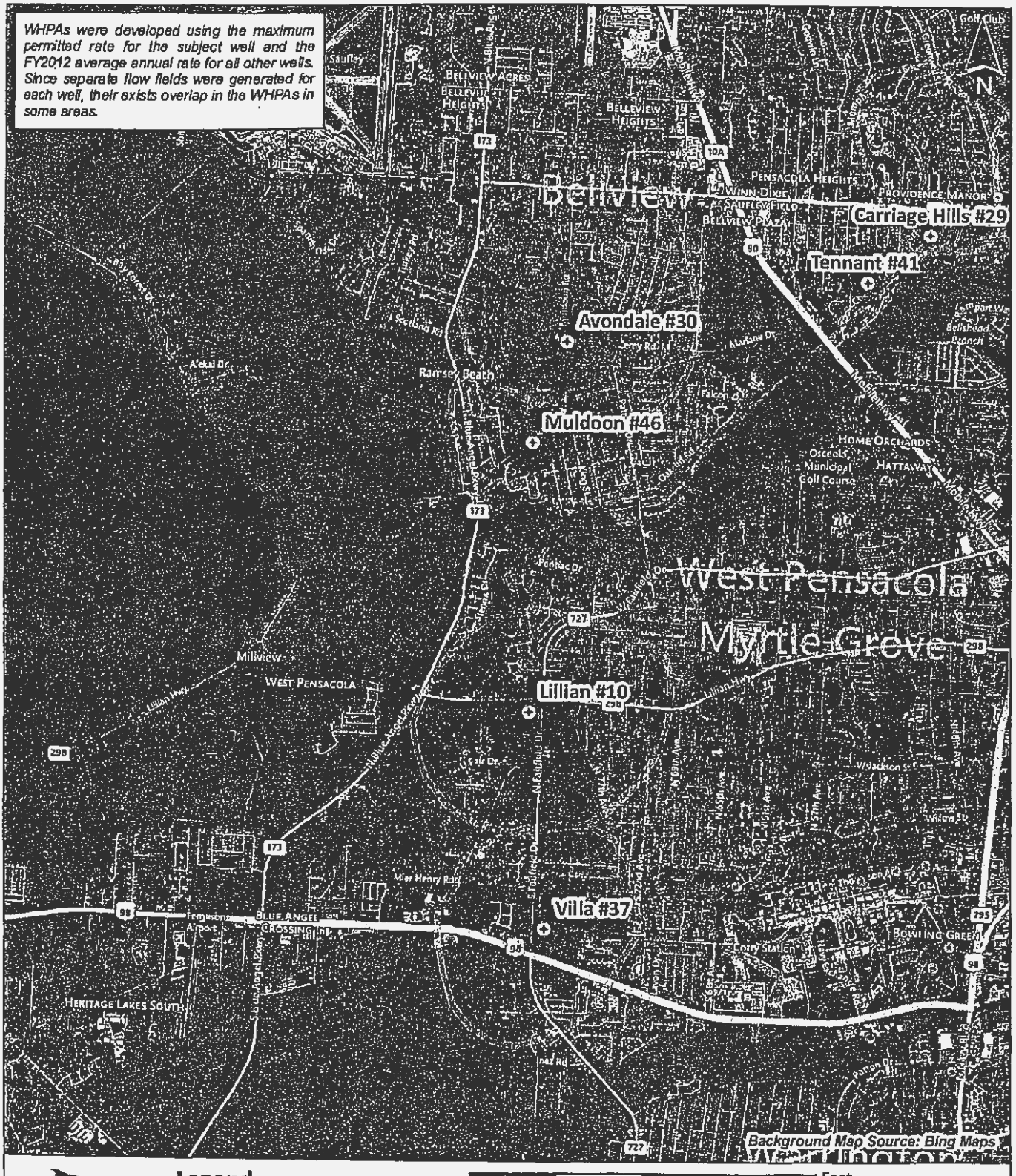


Figure 9
Seven and 20-year WHPAs
ECUA Well Nos.
10, 29, 30, 37, 41 & 46



Legend

- ECUA Public Supply Well (with Well Number)
- Other Industrial Well or Public Supply Well
- 7-Year WHPA
- 20-Year WHPA

0 2,500 5,000 10,000 Feet

Figure 10
Seven and 20-year WHPAs
ECUA Well Nos.
10, 29, 30, 37, 41 & 46

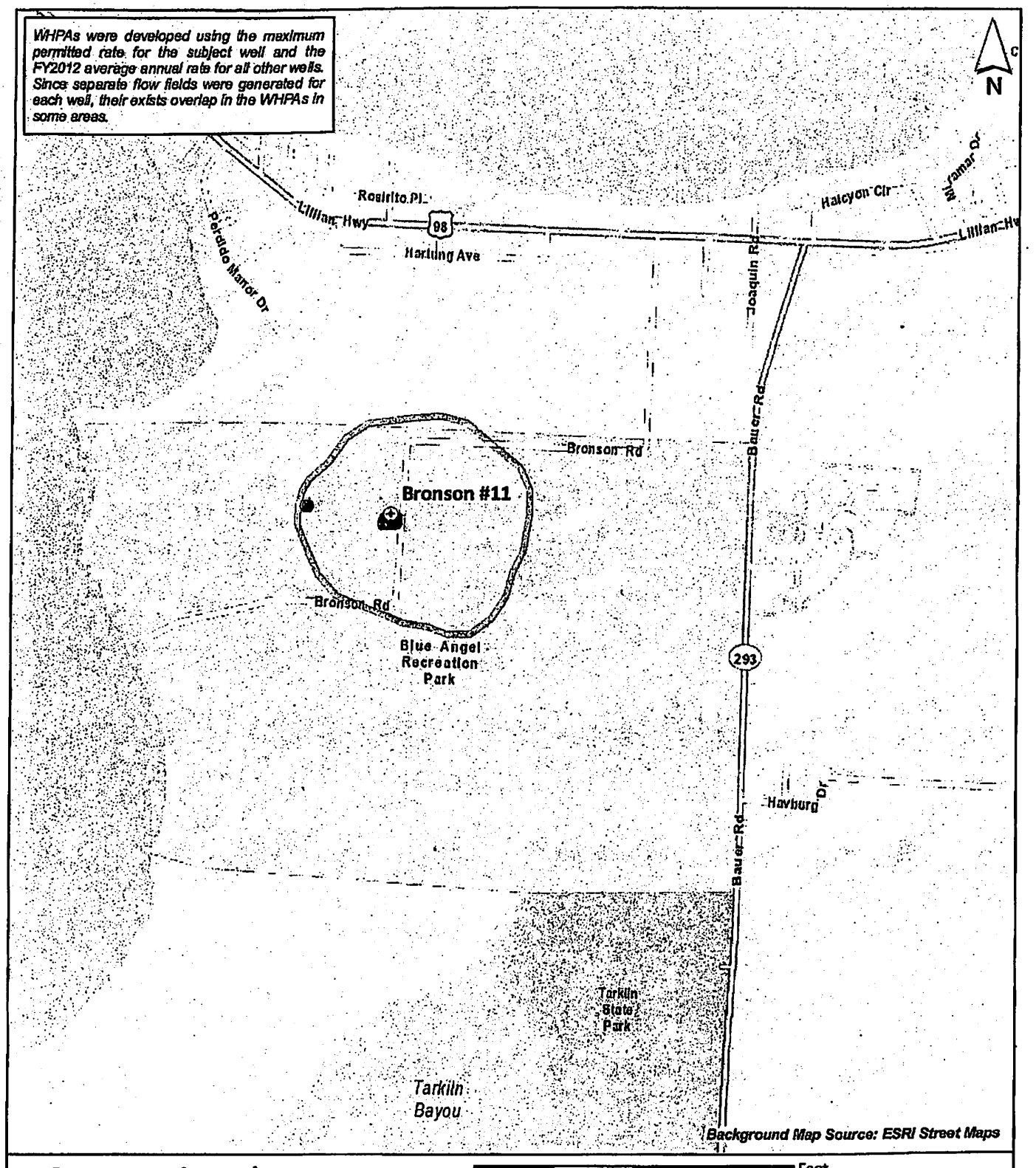


Figure 11
Seven and 20-year WHPAs
ECUA Well No. 11

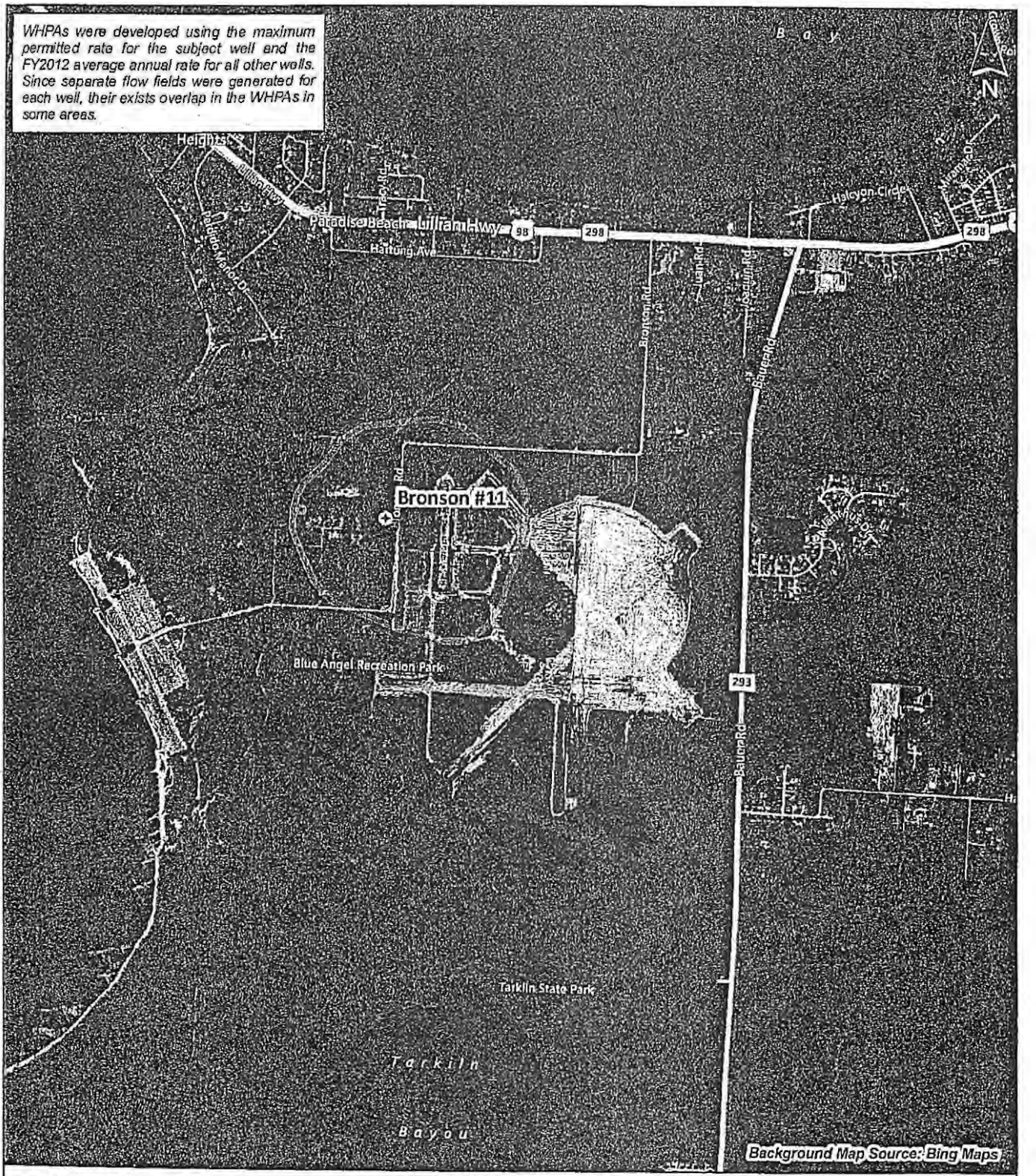


Figure 12
Seven and 20-year WHPAs
ECUA Well No. 11

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/7/16

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2016-01

*Name: Todd Harris

*Address: 719 S. Palafox *City, State, Zip: _____

Email Address: tharris@pensacolalaw.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-7-16

Rezoning Quasi-judicial Hearing
Rezoning Case #: LSA-2016-01

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Troy Doten

*Address: 682 Vireent Dr Cant. *City, State, Zip: FL 32553

Email Address: Troy.Doten@yahoo.com Phone: 450-3413

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-7-16

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA 201601

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Ronald Porter

*Address: 660 Virecent Dr. *City, State, Zip: Cantonment FL, 32533

Email Address: _____ Phone: 417-6412

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
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7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA-2016-01 Beck's Lake

Date: 5/3/2016

Date requested back by: 5/9/16

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Meredith Crawford

Date Received: 5/3/16

X Approved as to form and legal sufficiency. 5/9/16

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2016-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 11, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1000-004-001 TOTALING 60.50 (+/-) ACRES, LOCATED NORTH OF BECK'S LAKE ROAD, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

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

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

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2016-01."

Section 3. Changes to the 2030 Future Land Use Map

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

A parcel within Section 11, Township 1N, Range 31W, parcel number 1000-004-001 and totaling 60.50 (+/-) acres, located North of Beck's Lake Road, as more particularly described in the Boundary Survey description produced by E. Wayne Parker, registered land surveyor from Merrill Parker & Shaw, Inc, dated 1/21/15, attached as Exhibit F, from Mixed Use Urban (MU-U) to Industrial (I).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

Section 6. Effective Date

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

DONE AND ENACTED this_____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS

CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

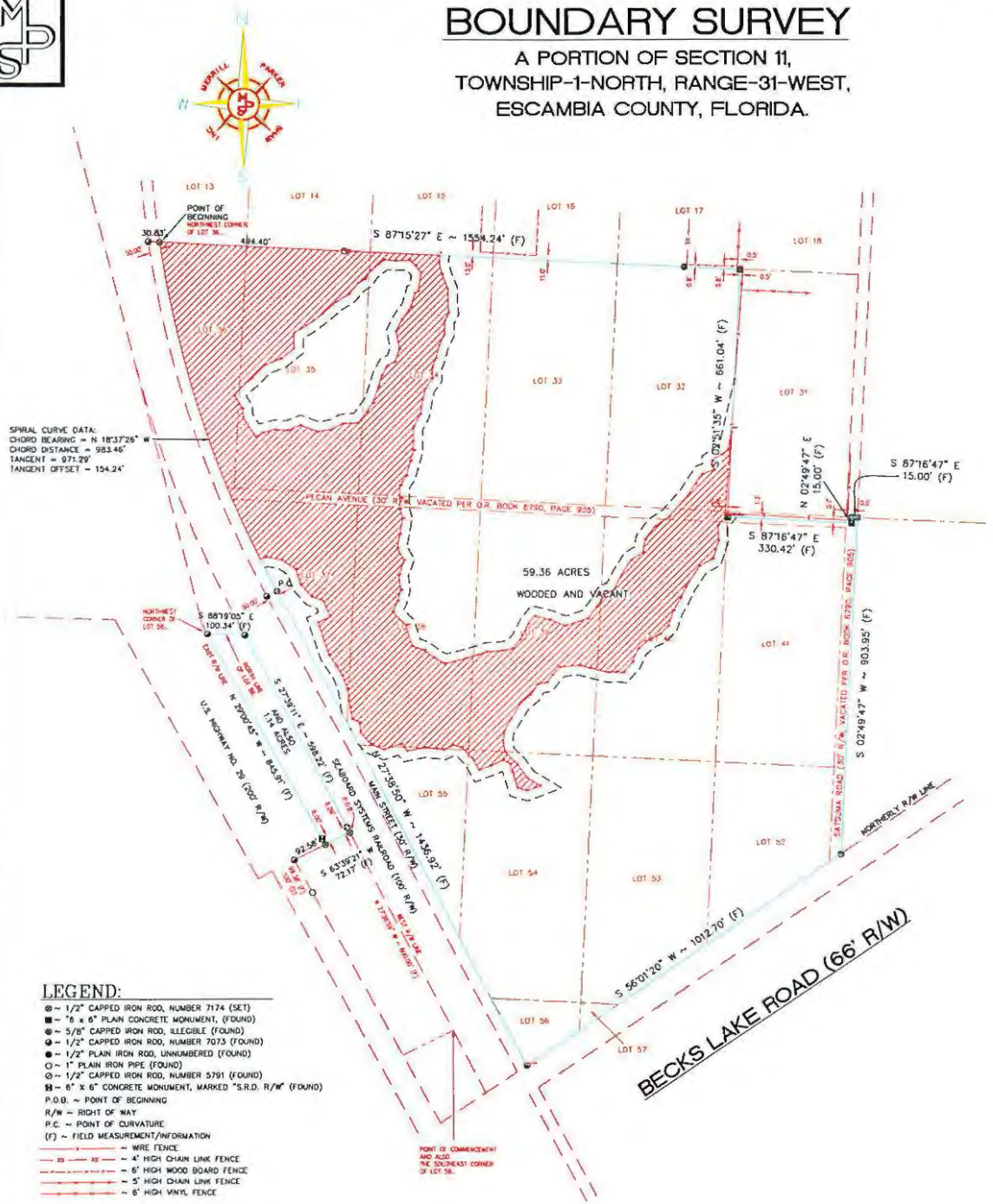
(SEAL)

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

DRAFT

BOUNDARY SURVEY

A PORTION OF SECTION 11, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



LEGEND:

- ⊗ ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- ■ ~ 6" x 6" PLAIN CONCRETE MONUMENT, (FOUND)
- ⊕ ~ 5/8" CAPPED IRON ROD, ILLEGIBLE (FOUND)
- ◒ ~ 1/2" CAPPED IRON ROD, NUMBER 7073 (FOUND)
- ● ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ○ ~ 1" PLAIN IRON PIPE (FOUND)
- ⊘ ~ 1/2" CAPPED IRON ROD, NUMBER 5791 (FOUND)
- ⊠ ~ 6" x 6" CONCRETE MONUMENT, MARKED "S.R.D. R/W" (FOUND)
- P.O.B. ~ POINT OF BEGINNING
- R/W ~ RIGHT OF WAY
- P.C. ~ POINT OF CURVATURE
- (F) ~ FIELD MEASUREMENT/INFORMATION
- ~ WIRE FENCE
- ~ 4' HIGH CHAIN LINK FENCE
- ~ 6' HIGH WOOD BOARD FENCE
- ~ 5' HIGH CHAIN LINK FENCE
- ~ 6' HIGH VINYL FENCE

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

DESCRIPTION: *PREPARED BY MERRILL PARKER SHAW, INC.*

BEGINNING AT A 1/2" CAPPED IRON ROD, NUMBER 7174, MARKING THE NORTHWEST CORNER OF LOT 36, LEONARD TRACKS SUBDIVISION, AS RECORDED IN DEED BOOK 100, AT PAGE 171, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 15 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF LOTS 36, 35, 34, 33 AND 32, OF SAID SUBDIVISION FOR A DISTANCE OF 1554.24 FEET TO 6" X 6" PLAIN CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 32, OF SAID SUBDIVISION; THENCE GO SOUTH 02 DEGREES 51 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 32, FOR A DISTANCE OF 661.04 FEET TO A 6" X 6" PLAIN CONCRETE MONUMENT, SAID POINT BEING ON THE CENTERLINE OF PECAN AVENUE (30' VACATED R/W); THENCE GO SOUTH 87 DEGREES 16 MINUTES 47 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 330.42 FEET TO AN INTERSECTION WITH THE CENTERLINE OF SATSUMA ROAD (30' VACATED R/W), SAID POINT BEING A 6" X 6" CONCRETE MONUMENT; THENCE GO NORTH 02 DEGREES 49 MINUTES 47 SECONDS EAST ALONG SAID CENTERLINE OF SATSUMA ROAD FOR A DISTANCE OF 15.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF PECAN AVENUE; THENCE GO SOUTH 87 DEGREES 16 MINUTES 47 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF PECAN AVENUE FOR A DISTANCE OF 15.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SATSUMA ROAD; THENCE GO SOUTH 02 DEGREES 49 MINUTES 47 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF SATSUMA ROAD FOR A DISTANCE OF 903.95 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF BECKS LAKE ROAD (66' R/W); THENCE GO SOUTH 56 DEGREES 01 MINUTE 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1012.70 FEET TO A 5/8" CAPPED IRON ROD, (ILLEGIBLE) AT AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET (30' R/W); THENCE GO NORTH 27 DEGREES 38 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF MAIN STREET (30' R/W) FOR A DISTANCE OF 1436.92 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT A POINT OF CURVATURE OF A SPIRAL CURVE; THENCE GO NORTHERLY ALONG SAID EASTERLY RIGHT OF MAIN STREET AND SPIRAL CURVE CONCAVE EASTERLY AND HAVING A CHORD BEARING OF NORTH 18 DEGREES 37 MINUTES 26 SECONDS WEST, CHORD DISTANCE OF 983.46, TANGENT = 971.29 FEET, TANGENT OFFSET = 154.24 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 59.36 ACRES.

AND ALSO:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 58, LEONARD TRACKS SUBDIVISION, AS RECORDED IN DEED BOOK 100, AT PAGE 171, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 27 DEGREES 38 MINUTES 59 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEMS RAILROAD (100' R/W) FOR A DISTANCE OF 600.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, FOR THE POINT OF BEGINNING; THENCE GO SOUTH 63 DEGREES 39 MINUTES 21 SECONDS WEST PARALLEL TO THE SOUTH LINE OF LOT 58, FOR A DISTANCE OF 72.17 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 29 (200' R/W); THENCE GO NORTH 29 DEGREES 00 MINUTES 45 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 645.91 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7073, AT THE NORTHWEST CORNER OF LOT 58; THENCE GO SOUTH 88 DEGREES 19 MINUTES 05 SECONDS EAST ALONG THE NORTH LINE OF LOT 58, FOR A DISTANCE OF 100.34 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7073 AT THE NORTHEAST CORNER OF LOT 58; THENCE GO SOUTH 27 DEGREES 39 MINUTES 11 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEMS RAILROAD (100' R/W) FOR A DISTANCE OF 598.22 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 1.14 ACRES.

SURVEYOR'S NOTES:

1.) THE NORTH ARROW AND FIELD BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH ZONE, LAMBERT PROJECTION, RELATIVE TO NAD 83 (2011).

2.) SOURCE OF INFORMATION: DEEDS OF RECORD, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS AND EXISTING FIELD MONUMENTATION.

3.) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.

4.) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

5.) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.

6.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.

7.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

8.) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

CERTIFIED TO:

BLACK GOLD OF NORTHWEST FLORIDA, INC.
CLEAR TITLE OF NORTHWEST FLORIDA, INC.
WESTCOR LAND TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.050, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. WAYNE PARKER, REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

COPYRIGHT © 2014 BY MERRILL PARKER SHAW, INC.

NO.	DATE	APPR.	REVISIONS:

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

EXHIBIT "F"

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY. PENSACOLA, FL 32503
PH: (850) 478-4923
FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

SCALE: 1" = 200' | DRAWN: WPJ | CHECKED: EWP | DATE: 1/21/15
FIELD DATE: 1/2/15 | FIELD BOOK: 282, PAGE 30

BOUNDARY SURVEY
A PORTION OF SECTION 11, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

PREPARED FOR: BLACK GOLD OF NORTHWEST FLORIDA
REQUESTED BY: TED WALKER

JOB NO. 14-7120-1 | SHEET 1 OF 1

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10467 **Growth Management Report** **11. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/07/2016
Issue: 5:47 p.m. - Cancellation of A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Article 5, Section 2-5.7, Final Plats
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 2, Article 5, Section 2-5.7, Final Plats

That the Board of County Commissioners (BCC) cancel the 5:47 p.m., Public Hearing scheduled to review and adopt an Ordinance amending Chapter 2, Article 5, Section 2-5.7, "Final Plats", by requiring all public subdivision improvements be free from defects for a period of two years from date of recordation of the final plat.

BACKGROUND:
The Ordinance was previously consented on June 2, 2016, and advertised on May 20, 2016, for the June 7th Planning Board (PB) meeting and the July 7th BCC meeting but was pulled before the PB hearing.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10479 **Growth Management Report** **11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/07/2016
Issue: Schedule of Public Hearings
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
Recommendation Concerning the Scheduling of Public Hearings

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

A. Tuesday, July 19, 2016

5:45 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility - Big Escambia Mine

B.Thursday, August 4, 2016

1. 5:45 p.m. - A Public Hearing to amend the official zoning map to include the following Rezoning Case to be heard by the Planning Board on July 7, 2016:

Case No.:	**Z-2016-05**
Address:	251 East Johnson Avenue
Property Reference No.:	21-1S-30-2101-001-006
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	3
Requested by:	Wiley C. "Buddy" Page, Agent for Scott and Tracy Hayes, Owners

2. 5:46 p.m. - A Public Hearing - Antietam Planned Unit Development

3. 5:47 p.m. - A Public Hearing - Design Standard Manual Ordinance

4. 5:48 p.m. - A Public Hearing - Lot Widths Ordinance

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10484 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Recommendation Concerning Disposition of Surplus Property for the Road Division
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

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

That the Board approve a Request for Disposition of Property Form for the Roads Division, for two Aebi Slope Mowers, which are listed on the Request Form. Both are to be written off to trade in for new mowers.

BACKGROUND:
Escambia County policy establishes the procedure for disposition of surplus or obsolete equipment. Both the policy and the procedure are in accordance with Florida Statutes that require the Board of County Commissioners to declare surplus all assets items listed on the County's fixed asset inventory that require disposition.

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 - Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Public Works Department, Road 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 Road Division's inventory.

Attachments

Disposition of Property form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 5/31/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle VanBrussel Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	58743	AEBI SLOPE MOWER	436E23717	TT75	2009	POOR
N	54737	AEBI SLOPE MOWER	33C/-01059	TT270	2005	POOR

Disposal Comments: TRADE-IN

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 5/31/16

FROM: Escambia County Department Director (Signature): 6/6/2016

Director (Print Name): Terry Gray, Fleet Division Manager

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-10414 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Escambia County Housing Finance Authority Reappointment
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Escambia County Housing Finance Authority, as Requested by Karyn Norton, Executive Director - Jack R. Brown, County Administrator

That the Board take the following action concerning a reappointment to the Escambia County Housing Finance Authority, as requested by Karyn Norton, Executive Director:

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

B. Reappoint Robert Ward for another four-year term, effective August 1, 2016, through July 31, 2020.

There were no responses to the General Alert that was posted on the County's Website from May 31, 2016, to June 10, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering to be considered for an appointment to the Escambia County Housing Finance Authority.

BACKGROUND:

The Authority was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

Mr. Ward has expressed the desire to serve another term; his Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Karyn Norton, Executive Norton, Executive Director, Escambia County Housing Finance Authority

Robert Ward's Resume

General Alert

ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY
WWW.ESCAMBIAHFA.COM

700 South Palafox Street, Suite 310
Pensacola, Florida 32502-5958

Phone: (850) 432-7077
Fax: (850) 438-5205
Toll Free: (800) 388-1970

Serving 1st Time Homebuyers throughout Florida since 1982

March 31, 2016

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

Re: Reappointment to the Escambia County Housing Finance Authority – Robert Ward

Dear Mr. Brown:

Mr. Robert Ward's appointment to the Escambia County Housing Finance Authority expires on July 31, 2016. Mr. Ward has expressed a desire to be reappointed to the Authority for an additional four year term commencing August 1, 2016 through July 31, 2020. The members of the Authority would be pleased to retain Mr. Ward as he has considerable experience in the housing needs of Escambia County residents and has devoted a substantial amount of time and effort to understanding the operation and goals of this Authority.

Thank you for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

Karyn Norton
Executive Director

cc: Robert Ward, Owner (Retired), Southern Land Concept

RESUME

William Robert Ward
8630 Reese Seales Rd.
Walnut Hill, Florida 32568

Education:	2 Yrs Pre-Engineering – Pensacola Junior College 2 Yrs Civil Engineering – University of South Alabama Continuing Education – 54 hours/year
Professional & Civil Organizations:	American Society of Civil Engineers, Pensacola North Rotary Club, Alabama Society of Professional Surveyors & Mappers.
Service Organizations:	Member Escambia County Housing Finance Authority
Licenses Held:	Professional Engineer in Alabama and Florida Professional Land Surveyor in Alabama and Florida
President of:	Southern Land Concepts, Inc. 9909 N. Cove Ave. Pensacola, Fl 32534
Work Experience:	
1981 to Present -	President of Southern Land Concepts, Inc., engaged in the design of numerous residential subdivisions throughout the counties of Escambia, Santa Rosa, Okaloosa in Florida and Escambia, Baldwin and Monroe in Alabama.
1976-1981 -	Robert Ward & Associates, Engineering & Survey provided Civil Engineering and Land Surveying services throughout Northwest Florida and South Alabama.
1967- 1976 –	Alexander, Peterman & Ward, Architects, Engineers, & Planners, Inc. Provided Architectural, Structural Engineering and Land Planning services throughout Northwest Florida.

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Tuesday, May 31, 2016 2:13 PM
To: Judy H. Witterstaeter
Subject: Escambia County [General Alerts] CORRECTION: Appointees Sought for Housing Finance Authority

View E-Mail In Browser

my escambia

CORRECTION: Appointees Sought for Housing Finance Authority

Tuesday, May 31, 2016 - 2:00pm

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Housing Finance Authority. Appointees serve without compensation. Escambia residents interested in serving on the Escambia County Housing Finance Authority are asked to submit a resume and letter indicating their desire to serve by 5 p.m. **Friday, June 10.** ***Please note corrected date.*** Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502.

The Escambia County Housing Finance Authority was established in accordance with Florida Law. The authority's duties are to assist in eliminating shortages of adequate housing, stop reoccurrence of slum conditions and stimulate employment and commerce. Knowledge in the area of labor, finance or commerce required. Authority members serve a four-year term of office. **Financial disclosure is required.**

Requirements:

- The authority's regular meetings are held the second Tuesday of every month and typically last between one to two hours (i.e. 24 hours annually). Board members are also required to attend special meetings that are occasionally called on an "as needed" basis in connection with proposed multi- and single-family financings.
- Board members must review various documents (official statements, trust statements, loan agreements, etc.) prior to each monthly meeting. Preparation time generally ranges from one hour for a normal meeting, to four to six hours if there is a substantial item on the agenda.
- Board members are also required to be available for any bond issue closings that occur during the year and to also make time during the month to consult with the Executive Director (and/or be available to sign documents, checks, etc.) as needed in connection with routine authority business.
- Board members are also strongly encouraged to participate in various educational workshops and conferences sponsored by the National and Florida Associations of Local Housing Finance Authorities (approximately two a year) in an effort to stay abreast of emerging trends and changes to all the various laws and regulations in the housing

finance and municipal finance industries (i.e. such as their due diligence responsibilities before approving a bond issue, SEC/MSRB regulations, disclosure responsibilities, etc.) that impact the authority's mission of providing safe, decent and affordable housing.

Source URL (retrieved on 05/31/2016 - 2:11pm):
http://myescambia.com/home/news/correction-appointees-sought-housing-finance-authority

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10449 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Schedule a Public Hearing Regarding the Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation
From: Derek Whidden, Grants Coordinator
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Scheduling a Public Hearing Regarding the Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation - Derek Whidden, Grants Coordinator, Escambia County Sheriff's Office

That the Board authorize the scheduling of a Public Hearing on July 19, 2016, at 5:36 p.m., for the purpose of receiving public comments concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2016 Local Solicitation Project funding.

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

BUDGETARY IMPACT:
There are no matching funds required by this grant application.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

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.

Attachments

JAG FY 16 Grant

OMB No. 1121-0329
Approval Expires 12/31/2018

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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 Fiscal Year (FY) 2016 Local Solicitation Applications Due: June 30, 2016

Eligibility

Eligible applicants are limited to units of local government appearing on the FY 2016 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/16jagallocations.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 tribal government that perform 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.

Deadline

Applicants must register in the OJP 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 **due by 5:00 p.m. eastern time on June 30, 2016**.

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 888-549-9901, option 3 or via email at 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 email the 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 grants@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. You may also contact your State Policy Advisor.

Release date: May 16, 2016

Contents

A. Program Description 4
Overview 4
Program-Specific Information 4
Goals, Objectives, and Deliverables 7
Evidence-Based Programs or Practices 7
B. Federal Award Information 8
Type of Award 8
Financial Management and System of Internal Controls 9
Budget Information 10
Cost Sharing or Matching Requirement 11
Pre-Agreement Cost (also known as Pre-award Cost) Approvals 11
Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs 11
Costs Associated with Language Assistance (if applicable) 12
C. Eligibility Information 14
Limit on Number of Application Submissions 14
D. Application and Submission Information 14
What an Application Should Include 14
How to Apply 22
E. Application Review Information 24
Review Process 24
F. Federal Award Administration Information 25
Federal Award Notices 25
Administrative, National Policy, and other Legal Requirements 25
General Information about Post-Federal Award Reporting Requirements 26
G. Federal Awarding Agency Contact(s) 26
H. Other Information 26
Provide Feedback to OJP 26
Application Checklist 28

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2016 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, community corrections and reentry programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Additionally, BJA reminds applicants that the JAG program allows funding for broadband deployment and adoption activities as they relate to criminal justice activities.

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 State Administering Agencies (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 be focusing nationally and encourages 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, local, and tribal government in America. BJA continues to encourage states and localities to invest valuable JAG funds in programs to combat gun violence, enforce existing firearms laws, and improve the process for ensuring that persons prohibited from purchasing or owning guns are prevented from doing so by enhancing reporting to the FBI's National Instant Criminal Background Check System (NICS).

While our nation has made great strides in reducing violent crime, 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 (VRN). By the end of FY 2016, 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 their communities. States and localities can support VRN sites by investing JAG funds in technology, crime analysis, training, and community-based crime reduction programs in VRN communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies

Law enforcement agencies across the country are equipping their officers with body-worn cameras (BWCs) to increase transparency and build community trust. 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. Grantees who wish to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. A copy of the required BWC certification can be found at www.bja.gov/Funding/BodyWornCameraCert.pdf.

The BJA BWC Toolkit provides model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

National Incident-Based Reporting System (NIBRS)

The FBI has formally announced its intentions to establish NIBRS as the law enforcement (LE) crime data reporting standard for the nation. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, state, and local level. Once this transition is complete, the FBI will no longer collect summary data and will only accept data in the NIBRS format and JAG awards will be based on submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. State and local JAG grantees are encouraged to use JAG funds to expedite the transition to NIBRS in their jurisdictions.

Justice System Reform and Reentry

There is growing bipartisan support for Justice Systems Reform and Reentry. A 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, 30 states have used the justice reinvestment process to control spiraling incarceration costs and reinvest

in evidence-based criminal justice programs and strategies. Strategic investments of JAG funds to implement JRI legislation and policy changes in JRI states can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. For state-by-state information on JRI, please visit the JRI Sites web page.

Over the past seven years, DOJ has partnered with state, local, and tribal agencies and national organizations to support hundreds of reentry programs across the country to provide job training, healthcare, housing, treatment, and other services to individuals returning to our communities from prisons and jails. The demand for effective reentry services remains high. More than 600,000 men and women leave our prisons every year and more than 11 million people cycle through our jails. Investments of JAG funds to support reentry efforts at the state and local level will pay dividends for returning citizens and for public safety in America. A summary of research-based reentry strategies is available on the National Reentry Resource Center's What Works in Reentry Clearinghouse along with a map identifying federally funded Second Chance Act Reentry programs at the state and local level.
(See https://csgjusticecenter.org/nrrc).

Public Defense
Another key priority area is support for improving public defense delivery systems. To support this priority in November 2015, BJA established the Right to Counsel National Consortium (www.rtcnationalcampaign.org) to spearhead a national conversation on how to ensure the Sixth Amendment Right to Counsel for every individual. BJA continues to encourage states and SAAs to use JAG funds to ensure that no person faces the loss of liberty without first having the aid of a lawyer with the time, ability, and resources to present an effective defense. Currently, across the nation public defense reform is being supported by governors, state legislators, chief judges and local communities. Research shows that early appointment of counsel can decrease jail and prison stays and produce better outcomes for defendants and communities. Many of these successes are guided by the American Bar Association's Ten Principles of a Public Defense Delivery System, which are recommendations for government officials and other parties who are charged with improving public defense delivery systems (http://www.americanbar.org/content/dam/aba/administrative/legal_aid_indigent_defendants/ls_sclaid_def_tenprinciplesbooklet.authcheckdam.pdf).

Improving Mental Health Services
Many people with mental illness enter the criminal justice system without a diagnosis or with untreated mental illness. Screening and assessment is critical to identify and provide appropriate referrals to treatment. 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 identifying and treating people with severe mental illness to divert when appropriate, treat during incarceration, and engage in appropriate pre-release planning for the provision of community treatment (see JMHCP Resources). BJA provides training and technical assistance (TTA) to grantees and non-grantees (states, jurisdictions) to increase enrollment in health care plans (increase linkages to health care providers) that can increase access to treatment for improved mental health outcomes. Information can be found at www.bjatraining.org.

DOJ Universal Accreditation w/Forensic Service Providers
In 2015, the National Commission on Forensic Science (NCFS) announced recommendations on strengthening the field of forensic science. There are a number of key principles, which include promoting universal accreditation and finding ways to improve upon medical-legal

investigative processes. For additional information on these recommendations, please review the New Accreditation Policies to Advance Forensic Science. The JAG program provides broad-based support to states and local jurisdictions across the nation in order to strengthen our criminal justice system, including the forensic sciences. As such, BJA encourages investments of JAG funds for programs and activities related to forensic work, including accreditation of forensic labs.

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), 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, program development, and program implementation 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. The OJP CrimeSolutions.gov website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

1. A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Crime Policy at George Mason University. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA “Smart Suite” of programs including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense, Smart Prosecution, Smart Reentry and others (see https://www.bja.gov/programs/crppe/smartsuite.htm). 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.

BJA Success Stories
The BJA Success Story web page was designed to identify and highlight projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. 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) success stories.**

If you have a 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**.**

B. Federal Award Information

BJA estimates that it will make up to 1,161 local awards totaling an estimated $86.4 million.

Awards of at least $25,000 are four years in length, and award periods will be from October 1, 2015 through September 30, 2019. 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 two years in length, and award periods will be from October 1, 2015 through September 30, 2017. Extensions of up to two 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.

Type of Award[1]
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:
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

[1] *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]).

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
Award recipients and subrecipients (including any recipient or subrecipient funded in response to this solicitation that is a pass-through entity[2]) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303:

(a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the recipient (and any subrecipient) 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 recipient's (and any subrecipient's) compliance with statutes, 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 recipient (or any subrecipient) considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

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

[2] For purposes of this solicitation (or program announcement), "pass-through entity" includes any entity eligible to receive funding as a recipient or subrecipient under this solicitation (or program announcement) that, if funded, may make a subaward(s) to a subrecipient(s) to carry out part of the funded program.

Budget Information

Administrative Funds – Grant recipients may use up to 10 percent of the JAG award, including up to 10 percent of any earned interest, for costs associated with administering funds. Administrative funds (when utilized) must be tracked separately and recipients must report on SF-425s those expenditures that specifically relate to each grant number and established grant period. Additionally, recipients and subrecipients are prohibited from commingling funds on a program-by-program or project-by-project basis. More specifically, administrative funds under JAG are utilized for the same purpose each year (i.e., the administration of JAG funding) and therefore not considered separate programs/projects (commingling is not occurring) when utilized across all active JAG awards.

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

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

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 – The JAG Prohibited and Controlled Expenditures Guidance 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. The guidance contains:

1. Table of all prohibited expenditures (strictly unallowable expenditures under JAG).
2. Table of all controlled expenditures (expenditures which require prior written approval from BJA under JAG; including UAV guidance checklist).
3. Controlled Expenditures Justification Template (must be completed and submitted for any JAG controlled expenditures request to be considered for approval by BJA).
4. Overall Controlled Expenditure/Equipment Guidance (should be reviewed in conjunction with the template prior to controlled expenditures request(s) being submitted to BJA).
5. Standards for State, Local and Tribal Law Enforcement Agencies for the Acquisition of Controlled Equipment with Federal Resources.

Additional information on JAG controlled and prohibited expenditures, along with the process for requesting prior approval from BJA to expend funds on controlled items, can be found within the JAG FAQs.

Cost Sharing or Matching 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 (also known as Pre-award Cost) Approvals
Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

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/DOJ/PostawardRequirements/chapter3.10a.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 conference, meeting, and training costs for cooperative agreement recipients and of some conference, meeting, and training 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 OJP's Funding Resource Center.

Other JAG Requirements

Compliance with Applicable Federal Laws
Applicants for state and local JAG formula grants are required to certify compliance with all applicable federal laws at the time of application. In that regard, Members of Congress have asked the Department of Justice to examine whether jurisdictions with "sanctuary policies" (i.e., policies that either prevent law enforcement from releasing persons without lawful immigration status into federal custody for deportation, or that prevent state or local law enforcement from sharing certain information with Department of Homeland Security [DHS] officials), are in violation of 8 U.S.C. section 1373.

All applicants should understand that if OJP receives information that indicates that an applicant may be in violation of any applicable federal law, that applicant may be referred to the DOJ Office of Inspector General (OIG) for investigation; if the applicant is found to be in violation of an applicable federal law by the OIG, the applicant may be subject to criminal and civil penalties, in addition to relevant OJP programmatic penalties, including suspension or termination of funds, inclusion on the high risk list, repayment of funds, or suspension and debarment.

Law Enforcement Agency Training Information
Any law enforcement agency receiving direct or subawarded JAG funding must submit quarterly accountability metrics data related to training on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public that officers have received. **Any grantees that fail to submit this data will have their grant funds frozen.**

Accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: http://www.bjaperformancetools.org/help/jagdocs.html.

Body-Worn Camera (BWC) purchases
Grantees who wish to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. A copy of the required BWC certification can be found at www.bja.gov/Funding/BodyWornCameraCert.pdf.

Any grantees that wish to use JAG funds for BWC-related expenses who do not have BWC policies and procedures in place will have funds withheld until a certification is submitted and approved by BJA.

The BJA BWC Toolkit provides model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

Body Armor

Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the BVP web page.

JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match. Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2016 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 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.

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.

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 2016 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) should review *FY 2016 SAFECOM Guidance.* The SAFECOM Guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov. All communications equipment purchased with grant award funding should be 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. 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.

C. Eligibility Information

For eligibility information, see the title page.

For additional information on cost sharing or matching requirements, 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.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "JAG Budget and Budget Narrative," "Timelines," "Memoranda of Understanding," "Résumés") for all attachments. Also, OJP recommends that applicants include résumés 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 required standard form used 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 website: 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.
- Single-spaced, using a standard 12-point font (Times New Roman) with 1-inch margins
- 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, 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.

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 demonstrate program progress and success, as well as 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**. The accountability measures can be found at:** http://www.bjaperformancetools.org/help/jagdocs.html**.**

BJA does not require applicants to submit performance measures data with their application. Performance measures are included as an alert that BJA will require successful applicants to submit specific data as part of their reporting requirements. For the application, applicants should indicate an understanding of these requirements and discuss how they will gather the required data, should they receive funding.

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's Funding Resource Center. 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

Applicants must submit a budget detail worksheet and budget narrative outlining how JAG funds, including administrative funds (up to 10% of the grant award) if applicable, will be used to

support and implement the program. Please note that if an applicant submits only one budget document, it must contain **both** narrative and detail information.

a. Budget Detail Worksheet

A sample Budget Detail Worksheet can be found at 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. The Budget Detail Worksheet should be broken down by year.

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 description of all costs, including administrative costs (if applicable) and how funds will be allocated across the seven allowable JAG program areas** (law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives).

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.

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

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 under the following circumstances:

(a) The applicant has a current, federally approved indirect cost rate; or

(b) The applicant is eligible to use and elects to use the "de minimis" indirect cost rate described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.414(f).

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. 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.

In order to use the "de minimis" indirect rate, attach written documentation to the application that advises OJP of both the applicant's eligibility (to use the "de minimis" rate) and its election. If the applicant elects the "de minimis" method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as you choose to negotiate a federally approved indirect cost rate.[3]

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

Applicants that are currently designated 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

[3] See 2 C.F.R. § 200.414(f).

high risk by another federal grant making agency, the applicant must email the following information to OJPComplianceReporting@usdoj.gov at the time of application submission:

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

OJP seeks this information to ensure appropriate federal oversight of any grant award. Disclosing 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, was not less than 30 days before the application was submitted to BJA. If the 30 governing body requirement cannot be met before the application deadline, a withholding special condition will be placed on the award until the governing body requirement can be met. 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.

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/Email 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

SAMPLE

Applicants should include the table as a separate attachment to their application. The file should be named "Disclosure of Pending Applications."

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 subrecipients) 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 subrecipients 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 subrecipients) 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 subrecipients 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 subrecipients 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 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 the Part 200 Uniform Requirements as set out at 2 C.F.R. 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 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 immediately**, 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/. Applicants that experience technical difficulties during this process should email 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 organization until the applicant organization has complied with all applicable DUNS and SAM requirements. Individual applicants must comply with all Grants.gov 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 (OMB) requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status. SAM registration and renewal can take as long as 10 business days to complete.

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

3. **Acquire a GMS username and password**. New users must create a GMS profile by selecting the "First Time User" link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to 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 16 Edward Byrne Memorial Local 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 (Federal Service Desk) to report the technical issue and receive a tracking number. Then the applicant must email the BJA contact identified in the Contact Information section on page 2 **within 24 hours after the application deadline** and request approval to submit their application. The email 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 (SAM registration and renewal can take as long as 10 business days to complete)
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant's computer or information technology environment, including firewalls, browser incompatibility, etc.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page at http://ojp.gov/funding/index.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 award recipients

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 sends award notification by email through GMS to the individuals listed in the application as the point of contact and the authorizing official. The email notification includes detailed instructions on how to access and view the award documents, and how to accept the award in GMS. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date (by September 30, 2016). 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 OJP's Funding Resource Center website.

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 OJP's 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[4] with which recipients of federal funding must comply; uniform administrative requirements, cost principles, 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 OJP's 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 the Part 200 Uniform Requirements, 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 Federal Awarding Agency Contact(s), see title page.

For contact information for GMS, see 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.

[4] *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]).

IMPORTANT: This email 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 email 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 email your resume to ojppeerreview@lmsolas.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 2016 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 23)
_____ Acquire or renew registration with SAM (see page 23)

To Register with GMS:
_____ For new users, acquire a GMS username and password* (see page 23)
_____ For existing users, check GMS username and password* to ensure account access (see page 23)
_____ Verify SAM registration in GMS (see page 23)
_____ Search for correct funding opportunity in GMS (see page 23)
_____ Select correct funding opportunity in GMS (see page 23)
_____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 23)
_____ Read OJP policy and guidance on conference approval, planning, and reporting available at Post Award Requirements (see page 11)
_____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 24)

*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 web page in the OJP Funding Resource Center.

Scope Requirement:

_____ The federal amount requested is within the allowable limit(s) of the FY 2016 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 15)
_____ Intergovernmental Review (see page 15)
_____ Project Abstract (see page 15)
_____ Program Narrative (see page 16)
_____ Budget (see page 17)
_____ Budget Narrative (see page 17)
_____ Indirect Cost Rate Agreement (if applicable) (see page 18)
_____ Tribal Authorizing Resolution (if applicable) (see page 18)
_____ Applicant Disclosure of High Risk Status (If applicable see page 18)
_____ Additional Attachments (see page 19)
    _____ Review Narrative (see page 19)
    _____ Applicant Disclosure of Pending Applications (see page 20)
    _____ Research and Evaluation Independence and Integrity (see page 20)
_____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 22)
_____ Financial Management and System of Internal Controls Questionnaire (see page 22)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10474 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Scheduling a Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) 5339 Funding for Bus and Bus Facilities
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2015/2016 Proposed Grant Application for Mass Transit Projects - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for 5:33 p.m., on July 19, 2016, for the purpose of receiving comments from the general public concerning the Fiscal Year 2015/2016 proposed Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Projects for Federal Transit Administration (FTA) Section 5339 Funds (Bus and Bus Facilities).

The Grant Application is for a total of $614,819. A local match of $153,705, is required and will be covered by Florida Toll Revenue credits, therefore, no local funds are required.

BACKGROUND:

FTA guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

The FTA publishes apportionments, and Escambia County's apportionments for Section 5339 are FY2015 $317,323 and FY2016 $297,496 for a total of $614,819 (apportionment notice attached). ECAT recommends that Escambia County apply for these apportionments by approving this application for the below Program of Projects.

PROGRAM OF PROJECTS

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this Grant Application is as follows:

Items	Project Cost
One Large Heavy Duty Bus	$340,000
Bus Stop Amenities	$274,819
Total Budget	**$614,819**

The recommended Program of Projects is based on the following:

One Large Heavy Duty Bus: It is recommended that Escambia County purchase 1 30' replacement bus at a cost of $340,000. This vehicle will replace one large heavy duty bus that has reached/exceeded its useful life.

Bus Stop Amenities: It is recommended that Escambia County purchase solar light kits for existing shelters, for safety and security for passengers waiting at these stops outside of daylight hours. It is also recommended that Escambia County purchase bus stop benches to replace old worn benches, and to add benches to bus stops that do not have amenities.

BUDGETARY IMPACT:

The Grant Application is for a total of $614,819. A local match of $153,705 is required and will be covered by Florida Toll Revenue credits. Therefore no local funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT Personnel will electronically file all required documentation; and will coordinate with the FTA and FDOT for all necessary funding activities covered by this Grant Application.

Attachments

Draft Resolution

Draft Application
Vehicle Replacement Plan
2015 Apportionment
2016 Apportionment

RESOLUTION R2016-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a Section 5339 Bus and Bus Facility Non-urbanized Area Formula Program grant application and supporting documents and assurances to the Federal Transit Administration.

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

Section 1. That the whereas clauses are true and incorporated by reference herein.

Section 2. That this resolution applies to Federal Programs under USC Section 5339.

Section 3. That Escambia County hereby approves the submission of a grant application, supporting documents, and assurances to the Federal Transit Administration.

Section 4. That the Chairman hereby authorizes the ECAT General Manager to file the Grant application, Grant Award Execution, and all other required documents pertaining to the acceptance and expenditure of this grant award via the Transport Award Management system (TrAMS).

Section 5. That the Chairman is hereby authorized to sign this Resolution and all other necessary documents pertaining to the application, acceptance, and expenditure of the grant award, accept the grant award, and expend the grant funds pursuant to the award.

Section 6. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this ____ day of July, 2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C Robinson, IV, Chairman

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

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/14/16

DRAFT

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	1092-2016-1
Temporary Application Number	1092-2016-1
Application Name	FY2015 and FY2016 Section 5339 Bus and Bus Facilities
Application Status	In-Progress
Application Budget Number	0

DRAFT

Part 1: Recipient Information

Name: County Of Escambia

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1092	County Agency	ESCAMBIA CO BD OF COMMISSIONERS	075079673

Location Type	Address	City	State	Zip
Headquarters	221 PALAFOX PL STE 140	PENSACOLA	FL	325025833
Physical Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502

Union Information

Union Name	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1	3300 North Pace Boulevard
Address 2	Suite 326
City	Pensacola
State	Florida
Zipcode	32505
Contact Name	Mike Lowery
Telephone	8503414068

Fax	8504330596
E-mail	atu1395@aol.com
Website	

Part 2: Application Information

Title: FY2015 and FY2016 Section 5339 Bus and Bus Facilities

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1092-2016-1	In-Progress	Grant	5/12/2016	5/12/2016	No

Application Executive Summary
Escambia County will use these funds to replace one large heavy duty bus - 30ft and for bus amenities.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Subject to Pre-Award Authority
No, this application is not subject to Pre-Award Authority.

DRAFT

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Colette	Wiedeman	Grant Manager	cjwiedeman@co.escambia.fl.us	850-595-3224

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$614,819
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$614,819**

Application Budget

Project Number	Budget Item			FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2016-1-P1	111-00 (111-)	BUS - ROLLING STOCK		$340,000.00	$0.00	$340,000.00	1
1092-2016-1-P1		11.12.03	BUY REPLACEMENT 30-FT BUS	$340,000.00	$0.00	$340,000.00	1
1092-2016-1-P2	113-00 (113-)	BUS - STATION/STOPS/TERMINALS		$274,819.00	$0.00	$274,819.00	1300
1092-2016-1-P2		11.32.09	ACQUIRE - BUS ROUTE SIGNING	$64,819.00	$0.00	$64,819.00	1100
1092-2016-1-P2		11.32.10	ACQUIRE - BUS PASSENGER SHELTERS	$210,000.00	$0.00	$210,000.00	200

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: Bus Replacement

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2016-1-P1	1092-2016-1-P1	5/12/2016	10/2/2016	12/29/2017

Project Description
Escambia County will use these funds to replace 1 vehicle.

Project Benefits
Replacing a vehicle past its useful life it is expected that the vehicle will be more reliable, and it is expected the cost of maintaining this vehicle will also go down.

Additional Information
None provided.

Location Description
Escambia County Area Transit (ECAT) operates Fixed Route in Escambia County, and Pensacola FL, extending up into the rural area of Century. ECAT has a maintenance facility on site where Preventive Maintenance and repairs are performed on all fleet vehicles.

DRAFT

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Jeff Miller

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$340,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$340,000**

DRAFT

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2016-1-P1	111-00 (111-)	BUS - ROLLING STOCK	$340,000.00	$0.00	$340,000.00	1
1092-2016-1-P1	11.12.03	BUY REPLACEMENT 30-FT BUS	$340,000.00	$0.00	$340,000.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.03 - BUY REPLACEMENT 30-FT BUS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.03	BUY REPLACEMENT 30-FT BUS	BUY REPLACEMENTS - CAPITOL BUS	1

Extended Budget Description
Escambia County will use these funds to purchase 1 30ft bus to replace 1 large heavy duty bus that has reached/exceeded it's useful life. Escambia County expects the useful life of the bus to be 7 years.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Diesel Fuel	New	30 FT

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$340,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$340,000**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	10/3/2016	
Contract Award Date	12/15/2016	
Final Delivery Date	12/15/2017	
Contract Completion Date	12/30/2017	

DRAFT

Project Environmental Findings

There are no environmental findings for this project.

Project Title: Bus Stop Amenity Upgrade

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2016-1-P2	1092-2016-1-P2	6/10/2016	10/31/2016	3/30/2017

Project Description

Escambia County will use these funds to repair and upgrade bus amenities, including adding solar light kits to existing shelters, replacing benches, and updating bus stop signs by adding Route numbers.

Project Benefits
Solar light kits are for the safety of the passengers of Escambia County who travel before and after daylight. Benches will be upgraded or replaced depending on condition. Bus stop signs will have Route information added.

Additional Information
None provided.

Location Description
Escambia County's Transportation is Escambia County Area Transit. It operates in Escambia County, and Pensacola FL. Escambia County is the designated Recipient.

DRAFT

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Jeff Miller

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$274,819
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$274,819**

Project Budget

Project Number	Budget Item			FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2016-1-P2	113-00 (113-)	BUS - STATION/STOPS/TERMINALS		$274,819.00	$0.00	$274,819.00	1300
1092-2016-1-P2		11.32.09	ACQUIRE - BUS ROUTE SIGNING	$64,819.00	$0.00	$64,819.00	1100
1092-2016-1-P2		11.32.10	ACQUIRE - BUS PASSENGER SHELTERS	$210,000.00	$0.00	$210,000.00	200

Project Budget Activity Line Items

Budget Activity Line Item: 11.32.10 - ACQUIRE - BUS PASSENGER SHELTERS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.10	ACQUIRE - BUS PASSENGER SHELTERS	ACQUISITION - BUS STATIONS/TERMINALS	200

Extended Budget Description
None provided.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$210,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$210,000**

Milestone Name	Est. Completion Date	Description

DRAFT

Start Date	11/1/2016	
End Date	2/28/2017	

Budget Activity Line Item: 11.32.09 - ACQUIRE - BUS ROUTE SIGNING

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.09	ACQUIRE - BUS ROUTE SIGNING	ACQUISITION - BUS STATIONS/TERMINALS	1100

Extended Budget Description
None provided.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$64,819
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$64,819**

Milestone Name	Est. Completion Date	Description
Start Date	11/1/2016	
End Date	3/31/2017	

Project Environmental Findings

There are no environmental findings for this project.

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

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There are no review comments to display at this time.

DRAFT

ECAT Vehicle Replacement Plan

LOCATION	MFG YR	MAKE	Model	VIN. #	Type	Lic. #	Lic. State	Passenger Capacity	Fleet #	County Property Number	2016	2017
ECAT	1998	Gillig	M11-T30-96	15GCA2119W1088846		126225	FL	29	9823	46396	X	
ECAT	1998	Gillig	M11-T30-96	15GCA2110W1088847		126226	FL	29	9824	46397	X	
ECAT	1998	Gillig	M11-T30-96	15GCA2112W1088848		126227	FL	29	9825	46398	X	
ECAT	1999	Gillig	PHANTOM	15GCB2112X1089299		V485972	FL	35	9926	47791	X	
ECAT	1999	Gillig	PHANTOM	15GCB2117X1089301		V485974	FL	35	9928	47793	X	
ECAT	2006	Gillig	G29E102R2	15GGE291161090830		TA0402	FL	28	0631	55098		
ECAT	2006	Gillig	G29E102R2	15GGE291361090831		TA0403	FL	28	0632	55099		
ECAT	2006	Gillig	G29E102R2	15GGE291561090832		TA0404	FL	28	0633	55100		
ECAT	2006	Gillig	G29E102R2	15GGE291761090833		TA0405	FL	28	0634	55101		
ECAT	2006	Gillig	G29E102R2	15GGE291961090834		TA0408	FL	28	0635	55104		
ECAT	2006	Gillig	G29E102R2	15GGE291061090835		TA0409	FL	28	0636	55105		
ECAT	2007	Gillig	G29E102R2	15GGE291171091282		TA4420	FL	28	0737	55985		
ECAT	2007	Gillig	G29E102R2	15GGE291371091283		TA4421	FL	28	0738	55986		
ECAT	2007	Gillig	G29E102R2	15GGE291571091284		TA4428	FL	28	0739	55987		
ECAT	2007	Gillig	G29E102R2	15GGE291771091285		TA4429	FL	28	0740	55988		
ECAT	2007	Gillig	G29E102R2	15GGE291071091287		TA4434	FL	28	0742	56001		
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092080		161563	FL	28	1043	58783		
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092081		214390	FL	28	1044	58784		
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092082		164300	FL	28	1045	58785		
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092083		160297	FL	28	1046	58786		
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092084		164294	FL	28	1047	58787		
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092085		164299	FL	28	1048	58788		
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092086		164298	FL	28	1049	58789		
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092087		164297	FL	28	1050	58790		
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092088		164290	FL	28	1051	58791		
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092089		TA4433	FL	28	1052	58792		
ECAT	2014	ElDorado	BRT	1N9MNAC63EC084264		TA9962	FL	29	1453	61377		
ECAT	2014	ElDorado	BRT	1N9MNAC63EC084265		TA9960	FL	29	1454	61378		
ECAT	2014	ElDorado	BRT	1N9MNAC63EC084266		TA9961	FL	29	1455	61379		
ECAT	2015	ElDorado	BRT	1N9MNAC67FC084009		161497	FL	29	1556	61944		
ECAT	2014	ElDorado	BRT	1N9MNAC97EC084381		TD6085	FL	29	1457	62053		
ECAT	2014	ElDorado	BRT	1N9MNAC97EC084383		TD6086	FL	29	1458	62054		
ECAT	2014	ElDorado	BRT	1N9MNAC69EC084382		TA9966	FL	29	1459	62075		
ECAT	2009	GMC	C4500	1GBE4V1929F413105		158493	FL	18	1001	58611	X	
ECAT	2009	GMC	C4500	1GBE4V1959F413096		158494	FL	18	1002	58612	X	
ECAT	2010	Chevrolet	C5500	1GBG5U1998F414766		203819	FL	24	1003	60667		X
ECAT	2015	Champion	Defender PC805	5WEXWSKK4FH665255		TD8654	FL	22	1501	61450		
ECAT	2015	Champion	Defender PC805	5WEXWSKKXFH665258		TD7343	FL	22	1502	61525		
ECAT	2015	Champion	Defender PC805	5WEXWSKK1FH665259		TD7342	FL	22	1503	61526		
ECAT	2015	Champion	Defender PC805	5WEXWSKK6FH665256		TD9560	FL	22	1504	61550		
ECAT	2015	Champion	Defender PC805	5WEXWSKK8FH665257		TD9559	FL	22	1505	61551		
ECAT	2015	Champion	Defender PC805	5WEXWSKK8FH665260		TD9558	FL	22	1506	61552		
ECAT	2015	Champion	Defender PC805	5WEXWSKK2FH665254		TD8502	FL	22	1507	61549		

*Vehicle to be Replaced with this application

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2015 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the FY 2015 Appropriations Act (Pub. L. 113- 235)

URBANIZED AREA/STATE	APPORTIONMENT
UZAs 200,000 or more in Population	$313,932,950
UZAs 50,000-199,999 in Population	48,367,050
Statewide Allocation	65,500,000
National Total	$427,800,000

Amounts Apportioned to Urbanized Areas 200,000 or more in Population:

Aberdeen-Bel Air South-Bel Air North, MD	$179,917
Aguadilla-Isabela-San Sebastián, PR	264,399
Akron, OH	793,168
Albany-Schenectady, NY	1,058,995
Albuquerque, NM	1,138,788
Allentown, PA-NJ	909,989
Anchorage, AK	537,857
Ann Arbor, MI	725,452
Antioch, CA	450,307
Appleton, WI	268,804
Asheville, NC	269,981
Atlanta, GA	5,588,942
Atlantic City, NJ	944,678
Augusta-Richmond County, GA-SC	271,338
Austin, TX	2,083,713
Bakersfield, CA	818,059
Baltimore, MD	3,749,024
Barnstable Town, MA	797,976
Baton Rouge, LA	526,594
Birmingham, AL	745,686
Boise City, ID	379,167
Bonita Springs, FL	347,686
Boston, MA-NH-RI	5,546,796
Bridgeport-Stamford, CT-NY	1,089,825
Brownsville, TX	243,337
Buffalo, NY	1,434,995
Canton, OH	401,249
Cape Coral, FL	572,337
Charleston-North Charleston, SC	610,931
Charlotte, NC-SC	1,854,736
Chattanooga, TN-GA	362,926
Chicago, IL-IN	13,963,698
Cincinnati, OH-KY-IN	1,964,187
Cleveland, OH	2,408,289

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2015 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

Colorado Springs, CO	723,664
Columbia, SC	399,037
Columbus, GA-AL	231,132
Columbus, OH	1,740,456
Concord, CA	852,829
Concord, NC	237,475
Conroe-The Woodlands, TX	382,537
Corpus Christi, TX	552,674
Dallas-Fort Worth-Arlington, TX	6,361,080
Davenport, IA-IL	450,753
Dayton, OH	1,077,655
Denton-Lewisville, TX	418,016
Denver-Aurora, CO	4,497,304
Des Moines, IA	701,148
Detroit, MI	4,318,918
Durham, NC	829,832
El Paso, TX-NM	1,539,240
Eugene, OR	587,436
Evansville, IN-KY	273,620
Fayetteville, NC	296,865
Fayetteville-Springdale-Rogers, AR-MO	241,903
Flint, MI	769,575
Fort Collins, CO	443,528
Fort Wayne, IN	313,355
Fresno, CA	1,245,368
Grand Rapids, MI	1,001,583
Green Bay, WI	233,041
Greensboro, NC	511,397
Greenville, SC	303,049
Gulfport, MS	261,336
Harrisburg, PA	484,592
Hartford, CT	1,393,152
Hickory, NC	164,392
Houston, TX	7,855,233
Huntington, WV-KY-OH	234,635
Huntsville, AL	230,365
Indianapolis, IN	1,469,671
Indio-Cathedral City, CA	479,732
Jackson, MS	269,408
Jacksonville, FL	1,401,110
Kalamazoo, MI	309,799
Kansas City, MO-KS	1,753,115
Kennewick-Pasco, WA	815,141
Killeen, TX	247,444
Kissimmee, FL	540,347
Knoxville, TN	696,105
Lafayette, LA	216,307
Lakeland, FL	268,659
Lancaster, PA	499,989
Lancaster-Palmdale, CA	664,914
Lansing, MI	687,014

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2015 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

Laredo, TX	347,622
Las Vegas-Henderson, NV	3,227,612
Lexington-Fayette, KY	503,734
Lincoln, NE	327,335
Little Rock, AR	479,434
Los Angeles-Long Beach-Anaheim, CA	29,159,407
Louisville/Jefferson County, KY-IN	1,590,970
Lubbock, TX	343,825
Madison, WI	789,192
McAllen, TX	533,060
Memphis, TN-MS-AR	1,085,863
Miami, FL	10,135,104
Milwaukee, WI	2,191,717
Minneapolis-St. Paul, MN-WI	4,801,580
Mission Viejo-Lake Forest-San Clemente, CA	814,269
Mobile, AL	319,873
Modesto, CA	535,820
Montgomery, AL	257,565
Murrieta-Temecula-Menifee, CA	495,419
Myrtle Beach-Socastee, SC-NC	168,973
Nashua, NH-MA	165,073
Nashville-Davidson, TN	1,341,208
New Haven, CT	751,237
New Orleans, LA	1,340,244
New York-Newark, NY-NJ-CT	38,028,480
Norwich-New London, CT-RI	287,916
Ogden-Layton, UT	939,850
Oklahoma City, OK	802,138
Omaha, NE-IA	868,206
Orlando, FL	2,275,484
Oxnard, CA	690,649
Palm Bay-Melbourne, FL	603,764
Palm Coast-Daytona Beach-Port Orange, FL	471,734
Pensacola, FL-AL	317,323
Peoria, IL	364,732
Philadelphia, PA-NJ-DE-MD	8,495,818
Phoenix-Mesa, AZ	5,059,324
Pittsburgh, PA	2,722,987
Port St. Lucie, FL	295,930
Portland, ME	258,080
Portland, OR-WA	3,369,372
Poughkeepsie-Newburgh, NY-NJ	2,053,304
Providence, RI-MA	1,504,628
Provo-Orem, UT	620,996
Raleigh, NC	1,164,484
Reading, PA	390,650
Reno, NV-CA	641,564
Richmond, VA	1,266,038
Riverside-San Bernardino, CA	2,396,874
Roanoke, VA	268,621
Rochester, NY	963,112

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2015 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

Rockford, IL	323,890
Round Lake Beach-McHenry-Grayslake, IL-WI	311,899
Sacramento, CA	2,096,484
Salem, OR	649,918
Salt Lake City-West Valley City, UT	1,517,590
San Antonio, TX	3,259,316
San Diego, CA	5,320,588
San Francisco-Oakland, CA	6,874,737
San Jose, CA	2,866,581
San Juan, PR	2,657,203
Santa Clarita, CA	385,713
Santa Rosa, CA	470,718
Sarasota-Bradenton, FL	832,651
Savannah, GA	375,945
Scranton, PA	495,638
Seattle, WA	8,679,017
Shreveport, LA	385,350
South Bend, IN-MI	281,881
Spokane, WA	886,578
Springfield, MA-CT	910,922
Springfield, MO	262,838
St. Louis, MO-IL	3,073,365
Stockton, CA	514,092
Syracuse, NY	598,700
Tallahassee, FL	343,743
Tampa-St. Petersburg, FL	3,066,753
Thousand Oaks, CA	211,461
Toledo, OH-MI	668,556
Trenton, NJ	481,461
Tucson, AZ	1,546,900
Tulsa, OK	701,409
Urban Honolulu, HI	3,073,492
Victorville-Hesperia, CA	507,483
Virginia Beach, VA	1,875,875
Visalia, CA	481,696
Washington, DC-VA-MD	9,674,395
Wichita, KS	553,660
Wilmington, NC	243,907
Winston-Salem, NC	422,600
Winter Haven, FL	212,128
Worcester, MA-CT	494,669
York, PA	317,128
Youngstown, OH-PA	415,070
Total	**$313,932,950**

Amounts Apportioned to State Governors for Urbanized Areas 50,000 to 199,999 in Population

Alabama	$806,160
Alaska	80,523
Arizona	1,041,131
Arkansas	534,691

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2015 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

California	7,521,995
Colorado	1,188,964
Connecticut	527,320
Delaware	185,443
Florida	2,681,579
Georgia	1,293,634
Hawaii	339,199
Idaho	718,587
Illinois	1,488,132
Indiana	1,308,113
Iowa	987,812
Kansas	503,942
Kentucky	351,623
Louisiana	967,147
Maine	197,697
Maryland	846,210
Massachusetts	541,301
Michigan	1,388,091
Minnesota	689,622
Mississippi	165,161
Missouri	716,377
Montana	417,932
Nebraska	101,356
Nevada	103,606
New Hampshire	429,030
New Jersey	300,633
New Mexico	478,827
New York	1,053,499
North Carolina	1,153,623
North Dakota	466,604
Ohio	965,029
Oklahoma	334,820
Oregon	717,968
Pennsylvania	1,665,353
Puerto Rico	1,454,304
South Carolina	878,253
South Dakota	409,585
Tennessee	943,051
Texas	3,721,697
Utah	318,834
Vermont	161,288
Virgin Islands	116,781
Virginia	1,101,338
Washington	1,559,844
West Virginia	698,422
Wisconsin	1,520,826
Wyoming	224,093
Total	**$48,367,050**

State/Territory Allocation

Alabama $1,250,000

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2015 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

Alaska	1,250,000
American Samoa	500,000
Arizona	1,250,000
Arkansas	1,250,000
California	1,250,000
Colorado	1,250,000
Connecticut	1,250,000
Delaware	1,250,000
District of Columbia	500,000
Florida	1,250,000
Georgia	1,250,000
Guam	500,000
Hawaii	1,250,000
Idaho	1,250,000
Illinois	1,250,000
Indiana	1,250,000
Iowa	1,250,000
Kansas	1,250,000
Kentucky	1,250,000
Louisiana	1,250,000
Maine	1,250,000
Maryland	1,250,000
Massachusetts	1,250,000
Michigan	1,250,000
Minnesota	1,250,000
Mississippi	1,250,000
Missouri	1,250,000
Montana	1,250,000
N. Mariana Islands	500,000
Nebraska	1,250,000
Nevada	1,250,000
New Hampshire	1,250,000
New Jersey	1,250,000
New Mexico	1,250,000
New York	1,250,000
North Carolina	1,250,000
North Dakota	1,250,000
Ohio	1,250,000
Oklahoma	1,250,000
Oregon	1,250,000
Pennsylvania	1,250,000
Puerto Rico	500,000
Rhode Island	1,250,000
South Carolina	1,250,000
South Dakota	1,250,000
Tennessee	1,250,000
Texas	1,250,000
Utah	1,250,000
Vermont	1,250,000
Virgin Islands	500,000
Virginia	1,250,000

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2015 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

Washington	1,250,000
West Virginia	1,250,000
Wisconsin	1,250,000
Wyoming	1,250,000
Total	**$65,500,000**

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2016 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

The total available amount for a program is based on funding authorized under The Fixing America's Surface Transportation Act (FAST) (Public Law 114-94) and Appropriated under the Consolidated Appropriations Act, 2016 (PL 114-113)

URBANIZED AREA/STATE	APPORTIONMENT
UZAs 200,000 or more in Population	$289,490,285
UZAs 50,000-199,999 in Population	44,601,215
Statewide Allocation	90,500,000
National Total	$424,591,500

Amounts Apportioned to Urbanized Areas 200,000 or more in Population:

Aberdeen-Bel Air South-Bel Air North, MD	$161,528
Aguadilla-Isabela-San Sebastián, PR	232,504
Akron, OH	744,796
Albany-Schenectady, NY	1,060,270
Albuquerque, NM	1,035,924
Allentown, PA-NJ	848,895
Anchorage, AK	476,805
Ann Arbor, MI	632,275
Antioch, CA	411,358
Appleton, WI	247,920
Asheville, NC	244,914
Atlanta, GA	4,958,645
Atlantic City, NJ	778,982
Augusta-Richmond County, GA-SC	262,871
Austin, TX	1,920,917
Bakersfield, CA	763,006
Baltimore, MD	3,554,522
Barnstable Town, MA	690,019
Baton Rouge, LA	544,113
Birmingham, AL	696,975
Boise City, ID	314,933
Bonita Springs, FL	299,327
Boston, MA-NH-RI	5,191,623
Bridgeport-Stamford, CT-NY	996,000
Brownsville, TX	228,019
Buffalo, NY	1,284,343
Canton, OH	369,998
Cape Coral, FL	509,327
Charleston-North Charleston, SC	586,694
Charlotte, NC-SC	1,634,019
Chattanooga, TN-GA	333,528
Chicago, IL-IN	12,733,811
Cincinnati, OH-KY-IN	1,834,704
Cleveland, OH	2,213,375

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2016 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

Colorado Springs, CO	677,606
Columbia, SC	382,699
Columbus, GA-AL	212,030
Columbus, OH	1,622,642
Concord, CA	777,803
Concord, NC	189,933
Conroe-The Woodlands, TX	301,767
Corpus Christi, TX	507,707
Dallas-Fort Worth-Arlington, TX	5,813,822
Davenport, IA-IL	413,401
Dayton, OH	989,365
Denton-Lewisville, TX	377,955
Denver-Aurora, CO	4,114,592
Des Moines, IA	646,679
Detroit, MI	3,902,090
Durham, NC	756,821
El Paso, TX-NM	1,419,301
Eugene, OR	605,565
Evansville, IN-KY	252,362
Fayetteville, NC	283,333
Fayetteville-Springdale-Rogers, AR-MO	236,673
Flint, MI	673,511
Fort Collins, CO	387,891
Fort Wayne, IN	286,907
Fresno, CA	1,110,512
Grand Rapids, MI	925,502
Green Bay, WI	208,359
Greensboro, NC	450,610
Greenville, SC	253,808
Gulfport, MS	229,779
Harrisburg, PA	440,894
Hartford, CT	1,272,391
Hickory, NC	138,625
Houston, TX	7,317,848
Huntington, WV-KY-OH	215,519
Huntsville, AL	210,720
Indianapolis, IN	1,359,680
Indio-Cathedral City, CA	445,142
Jackson	248,125
Jacksonville, FL	1,275,301
Kalamazoo, MI	288,699
Kansas City, MO-KS	1,583,211
Kennewick-Pasco, WA	720,399
Killeen, TX	224,128
Kissimmee, FL	496,938
Knoxville, TN	610,092
Lafayette, LA	199,693
Lake Tahoe Region CA-NV	149,590
Lakeland, FL	247,424
Lancaster, PA	449,642
Lancaster-Palmdale, CA	657,398

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2016 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

Lansing, MI	639,949
Laredo, TX	312,710
Las Vegas-Henderson, NV	2,891,070
Lexington-Fayette, KY	468,243
Lincoln, NE	302,054
Little Rock, AR	436,390
Los Angeles-Long Beach-Anaheim, CA	26,943,569
Louisville/Jefferson County, KY-IN	1,438,253
Lubbock, TX	309,500
Madison, WI	730,726
McAllen, TX	523,876
Memphis, TN-MS-AR	966,027
Miami, FL	9,177,111
Milwaukee, WI	2,002,120
Minneapolis-St. Paul, MN-WI	4,579,942
Mission Viejo-Lake Forest-San Clemente, CA	714,925
Mobile, AL	290,613
Modesto, CA	494,912
Montgomery, AL	231,557
Murrieta-Temecula-Menifee, CA	455,896
Myrtle Beach-Socastee, SC-NC	133,352
Nashua, NH-MA	150,896
Nashville-Davidson, TN	1,237,165
New Haven, CT	686,346
New Orleans, LA	1,207,324
New York-Newark, NY-NJ-CT	35,167,749
Norwich-New London, CT-RI	266,884
Ogden-Layton, UT	864,785
Oklahoma City, OK	734,035
Omaha, NE-IA	793,001
Orlando, FL	2,166,780
Oxnard, CA	656,343
Palm Bay-Melbourne, FL	560,908
Palm Coast-Daytona Beach-Port Orange, FL	419,535
Pensacola, FL-AL	297,496
Peoria, IL	340,768
Philadelphia, PA-NJ-DE-MD	7,769,304
Phoenix-Mesa, AZ	4,659,578
Pittsburgh, PA	2,692,273
Port St. Lucie, FL	270,831
Portland, ME	211,780
Portland, OR-WA	3,221,667
Poughkeepsie-Newburgh, NY-NJ	1,852,353
Providence, RI-MA	1,486,384
Provo-Orem, UT	570,395
Raleigh, NC	1,031,290
Reading, PA	356,227
Reno, NV-CA	616,642
Richmond, VA	1,186,354
Riverside-San Bernardino, CA	2,214,009
Roanoke, VA	269,480

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2016 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

Rochester, NY	867,839
Rockford, IL	297,717
Round Lake Beach-McHenry-Grayslake, IL-WI	288,666
Sacramento, CA	1,916,008
Salem, OR	611,675
Salt Lake City-West Valley City, UT	1,386,125
San Antonio, TX	2,964,832
San Diego, CA	5,028,649
San Francisco-Oakland, CA	6,364,945
San Jose, CA	2,656,214
San Juan, PR	2,448,727
Santa Clarita, CA	396,533
Santa Rosa, CA	420,188
Sarasota-Bradenton, FL	779,181
Savannah, GA	329,711
Scranton, PA	464,191
Seattle, WA	7,991,844
Shreveport, LA	352,921
South Bend, IN-MI	256,975
Spokane, WA	818,938
Springfield, MA-CT	836,416
Springfield, MO	240,336
St. Louis, MO-IL	2,803,550
Stockton, CA	468,854
Syracuse, NY	539,516
Tallahassee, FL	312,615
Tampa-St. Petersburg, FL	2,814,438
Thousand Oaks, CA	200,672
Toledo, OH-MI	611,422
Trenton, NJ	502,085
Tucson, AZ	1,433,843
Tulsa, OK	645,986
Urban Honolulu, HI	2,862,778
Victorville-Hesperia, CA	630,956
Virginia Beach, VA	1,674,889
Visalia, CA	517,545
Washington, DC-VA-MD	8,947,183
Wichita, KS	493,355
Wilmington, NC	225,344
Winston-Salem, NC	397,880
Winter Haven, FL	201,670
Worcester, MA-CT	467,260
York, PA	272,838
Youngstown, OH-PA	386,174
Total	**$289,490,285**

Amounts Apportioned to State Governors for Urbanized Areas 50,000 to 199,999 in Population

Alabama	$743,393
Alaska	74,251

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2016 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

Arizona	960,068
Arkansas	493,060
California	6,936,336
Colorado	1,096,392
Connecticut	486,263
Delaware	171,005
Florida	2,472,794
Georgia	1,192,912
Hawaii	312,789
Idaho	662,637
Illinois	1,372,266
Indiana	1,206,265
Iowa	910,902
Kansas	464,705
Kentucky	324,245
Louisiana	891,845
Maine	182,305
Maryland	780,325
Massachusetts	499,156
Michigan	1,280,014
Minnesota	635,929
Mississippi	152,302
Missouri	660,601
Montana	385,392
Nebraska	93,465
Nevada	95,539
New Hampshire	395,626
New Jersey	277,225
New Mexico	441,545
New York	971,474
North Carolina	1,063,803
North Dakota	430,275
Ohio	889,892
Oklahoma	308,751
Oregon	662,067
Pennsylvania	1,535,690
Puerto Rico	1,341,072
South Carolina	809,874
South Dakota	377,695
Tennessee	869,625
Texas	3,431,927
Utah	294,010
Vermont	148,730
Virgin Islands	107,689
Virginia	1,015,588
Washington	1,438,396
West Virginia	644,043
Wisconsin	1,402,417
Wyoming	206,645
Total	**$44,601,215**

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2016 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

State/Territory Allocation	
Alabama	$1,750,000
Alaska	1,750,000
American Samoa	500,000
Arizona	1,750,000
Arkansas	1,750,000
California	1,750,000
Colorado	1,750,000
Connecticut	1,750,000
Delaware	1,750,000
District of Columbia	500,000
Florida	1,750,000
Georgia	1,750,000
Guam	500,000
Hawaii	1,750,000
Idaho	1,750,000
Illinois	1,750,000
Indiana	1,750,000
Iowa	1,750,000
Kansas	1,750,000
Kentucky	1,750,000
Louisiana	1,750,000
Maine	1,750,000
Maryland	1,750,000
Massachusetts	1,750,000
Michigan	1,750,000
Minnesota	1,750,000
Mississippi	1,750,000
Missouri	1,750,000
Montana	1,750,000
N. Mariana Islands	500,000
Nebraska	1,750,000
Nevada	1,750,000
New Hampshire	1,750,000
New Jersey	1,750,000
New Mexico	1,750,000
New York	1,750,000
North Carolina	1,750,000
North Dakota	1,750,000
Ohio	1,750,000
Oklahoma	1,750,000
Oregon	1,750,000
Pennsylvania	1,750,000
Puerto Rico	500,000
Rhode Island	1,750,000
South Carolina	1,750,000
South Dakota	1,750,000
Tennessee	1,750,000
Texas	1,750,000
Utah	1,750,000
Vermont	1,750,000

FEDERAL TRANSIT ADMINISTRATION

TABLE 12

FY 2016 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

Virgin Islands	500,000
Virginia	1,750,000
Washington	1,750,000
West Virginia	1,750,000
Wisconsin	1,750,000
Wyoming	1,750,000

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10486 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Scheduling a Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) 5307 Flex Funds
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2016 FTA 5307 Proposed Grant Application for Capital Preventive Maintenance - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for 5:34 p.m., on July 19, 2016, for the purpose of receiving comments from the general public concerning the proposed Grant Application for Federal Transit Administration (FTA) Section 5307 Funds (Flex Capital Preventive Maintenance).

The Grant Application is for a total of $300,000. A required match of $75,000, will be covered by Florida Toll Revenue credits, therefore, no local funds are required.

BACKGROUND:

FTA guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

In accordance with the Federal Safe, Accountable, Flexible and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), the Florida Department of Transportation (FDOT) is allowed to flex a certain amount of funding between Highway and Transit projects. FDOT has authorized this $300,000 as flex funding for ECAT. FDOT has also authorized the use of $75,000 in Toll Revenue Credits to be used, allowing 100% federal funding for these projects.

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this Grant Application

follows:

Item	Project Cost
Preventive Maintenance	$300,000

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled Public Hearing.

BUDGETARY IMPACT:

The Grant Application is for a total of $300,000. A required match of $75,000 will be covered by Florida Toll Revenue Credits. Therefore, no local funds are

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation; and will coordinate with the FTA and FDOT for all necessary funding activities covered by this Grant Application.

Attachments

Draft Application
Notice of Approval

DOT FTA

U.S. Department of Transportation | Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	1092-2016-3
Temporary Application Number	1092-2016-3
Application Name	TRANSIT IMPROVEMENT - PREVENTIVE MAINTENANCE
Application Status	In-Progress
Application Budget Number	0

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Part 1: Recipient Information

Name: County Of Escambia

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1092	County Agency	ESCAMBIA CO BD OF COMMISSIONERS	075079673

Location Type	Address	City	State	Zip
Headquarters	221 PALAFOX PL STE 140	PENSACOLA	FL	325025833
Physical Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502

Union Information

Union Name	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1	3300 North Pace Boulevard
Address 2	Suite 326
City	Pensacola
State	Florida
Zipcode	32505
Contact Name	Mike Lowery
Telephone	8503414068

Fax	8504330596
E-mail	atu1395@aol.com
Website	

Part 2: Application Information

Title: TRANSIT IMPROVEMENT - PREVENTIVE MAINTENANCE

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1092-2016-3	In-Progress	Grant	6/16/2016	6/16/2016	No

Application Executive Summary
This application is to request funding of $300,000 for Escambia County, which amount has been flexed over from FHWA. This amount represents FY16 Flex funds. Flex funds can be found on page 598 of the Florida Department of Transportation's STIP which has also been attached.

Escambia will use these funds to provide capital preventive maintenance for FY16 mass Transit Service.

Escambia County has requested the Florida Department of Transportation to authorize the use of $75,000 in toll revenue credits as a soft match for this grant. The authorization for using these credits has been attached to this application.

Escambia County is the Community Transportation Coordinator (CTC). ADA Paratransit service is currently provided through a service contract with First Transit as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

The Amalgamated Transit Union represents ECAT employees.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Subject to Pre-Award Authority
Yes, this application is subject to Pre-Award Authority.

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Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Colette	Wiedeman	Grant Manager	cjwiedeman@co.escambia.fl.us	850-595-3224

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	$300,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$300,000**

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2016-3-P1	117-00 (117-) OTHER CAPITAL ITEMS (BUS)	$300,000.00	$0.00	$300,000.00	1
1092-2016-3-P1	11.7A.00 PREVENTIVE MAINTENANCE	$300,000.00	$0.00	$300,000.00	1

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: Preventive Maintenance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2016-3-P1	1092-2016-3-P1	6/16/2016	6/30/2016	10/30/2016

Project Description
Capital Preventive Maintenance for FY16 Mass Transit Service - Flex Funds from FHWA

Project Benefits
Escambia County will use these funds to provide capital preventive maintenance for FY16 Mass Transit Service

Additional Information
Federal Aid Project # FTAX 003 A
State Project # 409793 1 94 1

The memo and the toll credit letter refer to FL-95-X082-02 because we were going to amend the TEAM

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grant to add these funds. TrAMS only allows a new grant when adding FY16 funds. At the time of request, we were not aware of this.

Location Description
N/A

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Jeff Miller

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	$300,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$300,000**

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Project Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2016-3-P1	117-00 (117-)	OTHER CAPITAL ITEMS (BUS)		$300,000.00	$0.00	$300,000.00	1
1092-2016-3-P1		11.7A.00	PREVENTIVE MAINTENANCE	$300,000.00	$0.00	$300,000.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description
None provided.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	$300,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$300,000**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2016	
End Date	10/31/2016	

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Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional

use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

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2/19/2016

Florida Department of Transportation
Federal Authorization Management System

Notice of Approved Authorization

From Federal highway Administration
to Participate in Project Costs Incurred
After the Effective Date of Authorization Noted Below

Federal Aid Project Number: **FTAX 003 A** State Project Number: **409793 1 94 01**

This Notice of Approved Authorization is issued with the stipulation that the Florida Department of Transportation agrees to comply with the appicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) The regulations issued pursuant thereto and (3) the policies and procedures promulgated by the Federal Highway Administration relative to the above designates project. The Florida Department of Transportation also agrees to comply with the applicable provisions set forth in CFR Part 630, Subpart C.

Project Location:**FTA DIST 3 BEGIN 10-01-1999**
Character of proposed work:**TRANSIT**

Classification of phase of work to be under agreement	Effective Date of authorization
Highway planning & Research	
Preliminary Engineering	
Right-of-Way	
Construction	
X Other	**2/19/2016**

Dist.	Appr.	Urban/ With	Total Cost	Federal Share	Federal Funds Under Agreement	Advanced Construction
03	**L230**	**PENSACOLA**	**2,168,750.00**	**100.0%**	**1,225,000.00**	**0.00**
03	**M23E**	**PENSACOLA**	**300,000.00**	**100.0%**	**300,000.00**	**0.00**
03	**M400**		**600,000.00**	**100.0%**	**150,000.00**	**0.00**

Department of Transportation

Available funds certified by:	**ALEAH SMITH**	Date:**11/23/2015**
Approval recommended by:	**FORNICHER NIXSON**	Date:**2/19/2016**
Approved and Authorized by:	**BYPASSED**	Date:**2/19/2016**

Federal Highway Administration

Approval Recommended by:	***BLANK***	Date:**2/19/2016**
Approved and Authorized by:	***BLANK***	Date:**2/19/2016**
Agreement Approved by:	**MANUAL APPROVAL**	Date:**2/19/2016**

State remarks:
FTA TRANSFER FOR ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS #FL-95-X082-02, FM# 421733-1-94-01

Division remarks:

This Notice of Authorization is not the official FHWA Approved project Agreement for the project designated above. The official Project Agreement must be printed from FHWA's Fiscal Management Information System

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10507 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Scheduling a Public Hearing Regarding the Fiscal Year 14/15 Federal Transit Administration 5307 Grant Application for Mass Transit Project Funding
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2014/2015 Federal Transit Administration, Final Apportionment 5307 Proposed Grant Amendment by ECAT for Mass Transit Capital Projects - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for 5:35 p.m., on July 19, 2016, for the purpose of receiving comments from the general public concerning the proposed amendment for Federal Transit Administration (FTA) Section 5307 Grant Application by Escambia County Area Transit (ECAT) for planning and capital assistance of Mass Transit projects.

Federal Transit Administration guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration progress reports must be submitted electronically via the Transportation Award Management System (TrAMS).

Florida Toll Revenue Credits cover the match required for this Grant, therefore, no Escambia County funds are required.

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the proposed Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

The FTA publishes apportionments, and Escambia County's apportionment for Section 5307 for FY14/15 is $3,060,267. In 2015 Section 5307 funds were not released in full. The initial application and award was for $2,037,383. The Public Hearing will allow ECAT to move forward with the process of proposing a Grant Amendment to acquire the remaining balance of $1,022,884 for mass transit capital projects.

BUDGETARY IMPACT:

Florida Toll Revenue Credits cover the match required for this grant, therefore no Escambia County funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

ECAT staff will coordinate with the FTA on all necessary activities regarding this Grant Application and fund processing. ECAT staff will electronically file all required documentation.

Attachments

Draft Application

DOT FTA

U.S. Department of Transportation | Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	FL-90-X877-01
Temporary Application Number	FL-90-X877-00
Application Name	FY2015 CAPITAL PROJECTS FUNDING INC
Application Status	In-Progress
Application Budget Number	0

DRAFT

Part 1: Recipient Information

Name: ESCAMBIA CO BD OF COMMISSIONERS

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1092	County Agency	ESCAMBIA CO BD OF COMMISSIONERS	075079673

Location Type	Address	City	State	Zip
Headquarters	221 PALAFOX PL STE 140	PENSACOLA	FL	325025833
Physical Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502

Union Information

Union Name	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1	3300 North Pace Boulevard
Address 2	Suite 326
City	Pensacola
State	Florida
Zipcode	32505
Contact Name	Mike Lowery
Telephone	8503414068
Fax	8504330596
E-mail	atu1395@aol.com

Website

Part 2: Application Information

Title: FY2015 CAPITAL PROJECTS FUNDING INC

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
FL-90-X877-01	In-Progress	Grant	5/12/2016	5/12/2016	Yes

Application Executive Summary
Amendment 1: Escambia County, FL requests the final apportionment of FY2015 Capital Assistance using 5307 funds allocated in FY2015. Requested funds is $1,022,884.

A copy of a Florida Department of Transportation letter, authorizing the use of $255,721 in toll revenue credits as a soft match for all capital related items has been requested and will be attached to this application when received.

Escambia County, FL requests FY2015 Capital Assistance using 5307 funds allocated in FY 2015. Requested funds total $ 2,037,383.

This application is for the partial apportionment of 5307 funds apportioned to Pensacola for FY2015.

Escambia will use these funds for preventive maintenance, ADA,rolling stock, transportation planning, bus shelters and security purposes.

The grantee certifies that for every vehicle procurement action to be funded by this grant the grant administrator (currently the director of finance) will ensure that independent cost estimates will be prepared and be available on file along with the corresponding cost/price analysis for the scope of work of the projects.

A copy of a Florida Department of Transportation letter, authorizing the use of $ 509,346 in toll revenue credits as a soft match for all capital related items has been attached to this application.

The UPWP has also been attached to this application.

Escambia County is the Community Transportation Coordinator(CTC). ADA paratransit services are currently provided through a service contract with First Transit as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

ECAT employees are represented by Local 1395 of the Amalgamated Transit Union.

Projects are included in STIP Dated 10/14/2014 project # 4222582 on page 780. This page is included with this application.

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Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Subject to Pre-Award Authority
No, this application is not subject to Pre-Award Authority.

Application Point of Contact Information

FTA Point of Contact	Valencia Williams 404-865-5634
Recipient Point of Contact	Mike Crittenden 850-595-3221

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	$3,060,267
Local			$0
State			$0
Other Federal			$0
Total Eligible Cost			**$3,060,267**
Adjustment Amount			$0
Gross Award Cost			**$3,060,267**

Application Budget

	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
111-00	BUS - ROLLING STOCK		$1,130,000.00	$0.00	$1,130,000.00	4
	11.12.03	BUY REPLACEMENT 30-FT BUS	$1,020,000.00	$0.00	$1,020,000.00	3
	11.12.04	BUY REPLACEMENT	$110,000.00	$0.00	$110,000.00	1
114-00	BUS: SUPPORT EQUIP AND FACILITIES		$30,603.00	$0.00	$30,603.00	1
	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	$30,603.00	$0.00	$30,603.00	1

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117-00	OTHER CAPITAL ITEMS (BUS)		$1,572,832.00	$0.00	$1,572,832.00	2
	11.7A.00	PREVENTIVE MAINTENANCE	$1,266,805.00	$0.00	$1,266,805.00	1
	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	$306,027.00	$0.00	$306,027.00	1
119-00	Bus Associated Transit Improvements		$49,587.00	$0.00	$49,587.00	6
	11.92.02	PURCHASE BUS SHELTERS	$49,587.00	$0.00	$49,587.00	6
442-00	METROPOLITAN PLANNING		$277,245.00	$0.00	$277,245.00	2
	44.23.01	LONGTERM TRANS PLAN - SYSTEM LEVEL	$190,000.00	$0.00	$190,000.00	1
	44.23.01	LONGTERM TRANS PLAN - SYSTEM LEVEL	$87,245.00	$0.00	$87,245.00	1
991-00	SECURITY EXPENDITURES		$30,603.00	$0.00	$30,603.00	1
	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	$30,603.00	$0.00	$30,603.00	1

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: FY2015 CAPITAL PROJECTS FUNDING INC

Project Number	Temporary Project Number	Date Created	Start Date	End Date
FL-90-X877-01	N/A	5/12/2016	10/1/2014	9/30/2016

Project Location (Urbanized Areas)

UZA Code	Area Name
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Jeff Miller

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Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	PREVENTIVE MAINTENANCE	1

Extended Budget Description
Will provide funding for Preventive Maintenance cost (labor and parts) for maintaining a 45 vehicle bus fleet. Funding will be used from Otober 1, 2014 through September 30, 2015. Escambia County has a force account plan.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	$1,266,805
Non-FTA Amount			$0
Total Eligible Cost			**$1,266,805**

Milestone Name	Est. Completion Date	Description
Capital Preventive Maintenance	10/1/2014	Capital cost of transit system preventive maintenance program from October 1, 2014 to September 30, 2015. Use of Florida Toll Revenue credis as local match authorized for this project. Preventive maintenance includes personnel and material cost for maintenance of revenue vehicles and other maintenance cost as defined by the NTDB instructions and reported in the annual NTD report.
Final Expenditure	9/30/2015	We expect to request funding no later than September 30, 2015.

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1

Extended Budget Description
Federal contribution to FY15 ADA Paratransit Service purchased from private provider under terms of Service Contract.

Escambia County is the Community Transportation Coordinator (CTC).

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ADA paratransit service is currently provided through a service contract with First Transit as a result of a competitive procurement in accordance with Cahpter 427 of Florida Statutes.

The period of Service covered by this grant will be from October 1, 2014 to September 30, 2015.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	$306,027
Non-FTA Amount			$0
Total Eligible Cost			**$306,027**

Milestone Name	Est. Completion Date	Description
ADA Paratransit	6/1/2015	Mandatory ADA Paratransit Service throughout ECAT service area. Service provided through BCC contract with local provider.
Final Expenditure	9/30/2015	We expect to request funding no later than September 30, 2015

Budget Activity Line Item: 11.42.09 - ACQUIRE - MOBILE SURV/SECURITY EQUIP

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	ACQUIRE - MOBILE SURV/SECURITY EQUIP	1

Extended Budget Description
Funding will be used for bus security improvements. If any item is acquired for over $ 5,000, we expect the useful life of such equipment to be 5 years.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	$30,603
Non-FTA Amount			$0
Total Eligible Cost			**$30,603**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	6/1/2015	ECAT expects to acquire various items to improve security throughout all ECAT services.
Contract Award	12/31/2015	

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Contract Complete	6/30/2016

Budget Activity Line Item: 11.42.09 - ACQUIRE - MOBILE SURV/SECURITY EQUIP

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
SECURITY EXPENDITURES (991-00)	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	ACQUIRE - MOBILE SURV/SECURITY EQUIP	1

Extended Budget Description
Funding will be used for bus security improvements. If any item is acquired for over $ 5,000, we expect the useful life of such equipment to be 5 years.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	$30,603
Non-FTA Amount			$0
Total Eligible Cost			**$30,603**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	6/1/2015	ECAT expects to acquire various items to improve security throughout all ECAT services.
Contract Award	12/31/2015	
Contract Complete	6/30/2016	

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Budget Activity Line Item: 11.12.03 - BUY REPLACEMENT 30-FT BUS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.03	BUY REPLACEMENT 30-FT BUS	BUY REPLACEMENT 30-FT BUS	3

Extended Budget Description
Escambia County Area Transit would like to replace 2 1999 30` Gillig Phantom`s, and 1 1998 30' Gilligs which ECAT certifies have already reached their useful life. The current mileage for these vehicles are 483,177 and 490,033, 525,191 respectively. We expect the useful life of the new vehicles to be 10 years or 350,000 miles. ECAT expects to be able to replace these buses at a cost of $ 380,000 per vehicle.

Fuel Type

Diesel Fuel

Funding Source	Section of Statute	CFDA Number	Amount

49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	$1,020,000
Non-FTA Amount			$0
Total Eligible Cost			**$1,020,000**

Milestone Name	Est. Completion Date	Description
RFP/IFB OUT FOR BID	7/31/2015	ECAT plans on replacing two 30` Gillig buses with two 30` ElDorado buses.
CONTRACT AWARDED	10/31/2015	
FIRST VEHICLE DELIVERED	5/31/2016	
ALL VEHICLES DELIVERED	7/31/2016	
CONTRACT COMPLETE	9/30/2016	

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT	BUY REPLACEMENT	1

Extended Budget Description
Escambia County Area Transit would like to use this funding to replace 1 1996 replica trolley (which ECAT certifies has already reached it`s useful life) with one 29` Champion Defender bus. The current mileage for the replica trolley is 242,401. The expected useful life for this vehicle is 7 years or 200,000 miles.

Fuel Type

Diesel Fuel

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	$110,000
Non-FTA Amount			$0
Total Eligible Cost			**$110,000**

Milestone Name	Est. Completion Date	Description
FIRST VEHICLE DELIVERED	7/31/2015	Escambia County expects to replace one replica trolley with one 29` Champion Defender

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ALL VEHICLES DELIVERED	10/31/2015	
CONTRACT COMPLETE	5/31/2016	
RFP/IFB OUT FOR BID	7/31/2016	Escambia County plans to replacea a replica trolley with a 29` Champion Defender.
CONTRACT AWARDED	9/30/2016	

Budget Activity Line Item: 11.92.02 - PURCHASE BUS SHELTERS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Bus Associated Transit Improvements (119-00)	11.92.02	PURCHASE BUS SHELTERS	PURCHASE BUS SHELTERS	6

Extended Budget Description
Escambia County Area Transit plans on acquiring 6 new ADA accessible bus shelters. The expected useful life of these bus shelters is 15 years.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	$49,587
Non-FTA Amount			$0
Total Eligible Cost			**$49,587**

Milestone Name	Est. Completion Date	Description
RFP out for bid	10/31/2015	Escambia County expects to replace two bus shelters
CONTRACT AWARDED	1/31/2016	
CONTRACT COMPLETE	5/31/2016	

Budget Activity Line Item: 44.23.01 - LONGTERM TRANS PLAN - SYSTEM LEVEL

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.23.01	LONGTERM TRANS PLAN - SYSTEM LEVEL	LONGTERM TRANS PLAN - SYSTEM LEVEL	1

Extended Budget Description
Baldwin County in Alabama would like to use these funds for a transit feasibility study that is now included in the UPWP which is enclosed with this application.

DRAFT

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	$87,245
Non-FTA Amount			$0
Total Eligible Cost			**$87,245**

Milestone Name	Est. Completion Date	Description
RFP/IFB OUT FOR BID	7/31/2015	
Contract Award	9/30/2015	
Contract complete	3/31/2016	

Budget Activity Line Item: 44.23.01 - LONGTERM TRANS PLAN - SYSTEM LEVEL

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.23.01	LONGTERM TRANS PLAN - SYSTEM LEVEL	LONGTERM TRANS PLAN - SYSTEM LEVEL	1

Extended Budget Description
Escambia County is required to prepare a major TDP update every 5 years. Escambia County will hire a consultant to perform this study.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	$190,000
Non-FTA Amount			$0
Total Eligible Cost			**$190,000**

Milestone Name	Est. Completion Date	Description
Issue RFP/IFB	10/1/2015	
Award contract	11/30/2015	
Contract complete	9/30/2016	

Project Environmental Findings

Finding: Class 2C

Class Level Description

Categorical Exclusion Description

DRAFT

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	1	$1,266,805.00	$1,266,805.00

Finding: Class 2C

Class Level Description

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	$306,027.00	$306,027.00

Finding: Class 2C

Class Level Description

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	$30,603.00	$30,603.00

DRAFT

Finding: Class 2C

Class Level Description

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
SECURITY EXPENDITURES (991-00)	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	1	$30,603.00	$30,603.00

Finding: Class 2C

Class Level Description

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.03	BUY REPLACEMENT 30-FT BUS	3	$1,020,000.00	$1,020,000.00

Finding: Class 2C

Class Level Description

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

DRAFT

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT	1	$110,000.00	$110,000.00

Finding: Class 2C

Class Level Description

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
Bus Associated Transit Improvements (119-00)	11.92.02	PURCHASE BUS SHELTERS	6	$49,587.00	$49,587.00

Finding: Class 2C

Class Level Description

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

DRAFT

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.23.01	LONGTERM TRANS PLAN - SYSTEM LEVEL	1	$87,245.00	$87,245.00

Finding: Class 2C

Class Level Description

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.23.01	LONGTERM TRANS PLAN - SYSTEM LEVEL	1	$190,000.00	$190,000.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments
None provided.

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	31
	B. Spares	14
	C. Total (A+B)	45
	D. Spare Ratio (B/A)	45.16%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	45

Fleet Type: Paratransit

Fleet Comments
None provided.

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	13
	B. Spares	0
	C. Total (A+B)	13
	D. Spare Ratio (B/A)	0%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	13

DRAFT

Part 5: FTA Review Comments

There are no review comments to display at this time.

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10455 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Authorization for Access and Signature For The Transit Award Management System (TrAMS)
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Authorization for Access and Signature for the Transit Award Management System - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the Chairman to sign the Designation of Signature Authority Transit Award Management System (TrAMS) Memos and authorize the Chairman and the Assistant County Attorney to obtain Personal Identification Numbers (PINS) so that they may, on behalf of Escambia County, Florida, file and execute applications and documents required for Federal Transit Administration (FTA) Grants. These applications and documents include, but are not limited to the annual Certifications and Assurances.

BACKGROUND:
The FTA annually publishes Certifications and Assurances that must be signed by the Chair of the Escambia County Board of County Commissioners. They also require that these same Certifications and Assurances to be pinned in the TrAMS. County staff requests that the Chairman and the Assistant County Attorney be approved to be assigned PINs by FTA by signing the included Memos - the format for which was provided by the FTA.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, ECAT staff will submit signed Memos to FTA. The Chairman and the Assistant County Attorney will be authorized to have PINs and ECAT staff will assist with pinning the Certifications and Assurances into TrAMS.

Attachments

Memo.Chairman

Memo.Attorney

DESIGNATION OF SIGNATURE AUTHORITY

for the

TRANSIT AWARD MANAGEMENT SYSTEM

(TrAMS)

The officials identified below hereby authorize *Grover C. Robinson, IV, Chairman* to be assigned, and to use, a Personal Identification Number (PIN) in TrAMS in connection with the execution of the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), submission of FTA grant applications, and the execution of FTA grant awards, in each case on their behalf and on behalf of *Escambia County*.

_____

Grover C. Robinson, IV
Chairman, Escambia County, FL

_____

Kristin Hual
Assistant County Attorney

DESIGNATION OF SIGNATURE AUTHORITY

for the

TRANSIT AWARD MANAGEMENT SYSTEM

(TrAMS)

The officials identified below hereby authorize *Kristin Hual, Assistant County Attorney* to be assigned, and to use, a Personal Identification Number (PIN) in TrAMS in connection with the execution of the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), submission of FTA grant applications, and the execution of FTA grant awards, in each case on their behalf and on behalf of *Escambia County*.

_____

Grover C. Robinson, IV
Chairman, Escambia County, FL

_____

Kristin Hual
Assistant County Attorney, Escambia County, FL

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10528 **County Administrator's Report 11. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: 5:39 p.m. Public Hearing Request - Fire MSBU Assessment Rate Resolution
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Fire Municipal Services Benefit Unit Assessment Rate Resolution -Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on July 19, 2016, at 5:39 p.m., to consider approval of a Rate Resolution increasing the assessment in the Fire Municipal Services Benefit Unit (MSBU) on all properties in the unincorporated areas of Escambia County, with the exception of Santa Rosa Island.

BACKGROUND:

In Fiscal Year 2015-2016, the Board increased the Fire MSBU rate to its current level with a minor revision in 2016. Since the Board adopted the assessment rates for 2016, the cost of supplying fire protection services has significantly increased. The adjusted rates will allow Escambia County to continue providing adequate fire protection services necessary to ensure public health, safety, and welfare of the citizens of Escambia County.

BUDGETARY IMPACT:

The proposed increase in fire assessments will generate approximately $3,126,501.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

Affected property owners will be notified of the date, time and place of the public hearing by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10516 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on June 1, 2016
From: Donald R. Mayo, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on June 1, 2016, Petitioned by Donna Jenkins - Donald R. Mayo, CBO, Building Services Department Director

That the Board approve the scheduling of an Appeal Hearing on July 19, 2016, at 5:37 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its June 1, 2016, meeting), as filed by Donna Jenkins, Petitioner, in the Complaint No.: COM150800026 - Escambia County Contractor Competency Board vs. Thimothy Sowell d/b/a Sowell Roofing, Inc.

BACKGROUND:

The above referenced case is a contractor complaint filed on August 10, 2015, against Respondent, Thimothy Sowell d/b/a Sowell Roofing, Inc. Ms. Donna Jenkins, Complainant/Homeowner, is contesting the June 1, 2016, decision of the Contractor Competency Board wherein it reaffirmed its unanimous decision of February 3, 2016, dismissing the case for lack of probable cause that Respondent violated a Code or statute. The Board announced its June 1, 2016, decision to again dismiss the case based on prior testimony and evidence as well as new testimony and evidence presented by the Escambia County Building Trades Investigator and Complainant/Homeowner.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Recommendation was forwarded for review and approval for legal sufficiency by Bobbie Ellis-Wiggins, Interim Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Sec. 18-59, of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Appeal Donna Jenkins CCB

Notice of Hearing on July 19, 2016, at 5:37 p.m.

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

MEMORANDUM

TO: Jack R. Brown, County Administrator

FROM: Pam Childers
Clerk of the Circuit Court & Comptroller

By:
Liz Carew
Clerk to the Board

DATE: June 21, 2016

RE: Appeal of the Escambia County Contractor Competency Board's Decision in the Case of Donna G. Jenkins v. Thimothy K. Sowell d/b/a Tim Sowell Roofing, Inc.

This is to advise you that on June 20, 2016, the Clerk to the Board's Office received an *Initial Appellate Brief* from Donna G. Jenkins, appealing the Escambia County Contractor Competency Board's June 1, 2016, decision in the Case of Donna G. Jenkins v. Thimothy K. Sowell d/b/a Tim Sowell Roofing, Inc.

In accordance with Chapter 18, Article II, Division 2, Section 18-59(a), of the Escambia County Code of Ordinances, within 20 days of the filing of the Petition, the Board of County Commissioners (BCC) shall issue an order providing for a notice and time of Hearing on the claim of the Petitioner before the BCC at its next regular meeting. A copy of the Brief is attached.

Should you require additional information, please contact me by phone at (850) 595-3917 or by email at lcarew@escambiaclerk.com.

LFC/
Attachments

pc: Alison Rogers, County Attorney (with attachments)
Barbara Ellis-Wiggins, Assistant County Attorney (with attachments)
Jennifer Hampton, Secretary, Contractor Competency Board (with attachments)

IN THE COUNTY COURT OF
THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

DONNA G. JENKINS,
Complainant,
-VS-

CASE NO.: COM1150800026

THIMOTHY K. SOWELL d/b/a: TIM SOWELL ROOFING, INC.
a/k/a d/b/a: SOWELL ROOFING, INC.
TIMOTHY SOWELL
TIM SOWELL

Contractor,

_____/

INITIAL APPELLATE BRIEF

June 20, 2016

2016 JUN 20 P 3:49
CLERK OF THE CIRCUIT COURT
COUNTY COURTS

Dear Commissioners:

This letter is to request an appeal to overturn or to stay the decision made by the Escambia County Contractors Competency Board Members, (hereinafter referred to as the "Board" and/or the CCB), pursuant to Subsection 489.131 (7) Florida Statutes, and Article II of Chapter 18 of the Escambia County Code of Ordinances.

On April 7, 2016 the Board of County Commissioners, (BCC), ruled in my favor and remanded my case back to the CCB. My case was heard by the CCB on May 4, 2016 and on that date I turned in for review 3-Independent Roof Inspection Reports, 2- Judgement liens totaling approx. $220,000.00 for just those two. I also have approximately another $110,000.00 but I can't guaranty that I have not allowed something to be counted twice because it gets tricky when you are seeing the same reports coming through the judicial system.

I am growing tired of this situation because the CCB told me, after Mr. Mayo cancelled building inspection on my home that the competency board ordered, that they do not inspects on any job that's under 4 bldg. sq. So I got a private roof inspection, which was Pensacola Insurance Inspections which revealed the squares as 5.225, the other reports that I turned in was 5.112 and 7.19 building squares and I have been told they you won't inspect unless it's over 4 building squares. Then it changed to 5 squares. My discuss with this whole system is all of my reports are over 5 building squares. Therefore Mr. Sowell is required to pull a building

And he did not. Plus I have 489.129 (a) still being reviewed by the county attorneys yet my case is dismissed again. I don't know what to do. I don't know what to say. The men at the CCB don't want me back.

Donna Justice

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

DONNA G. JENKINS,

Complainant,

v.

CASE NO.: COM150800026

THIMOTHY SOWELL, dba
SOWELL ROOFING, INC.,
a Florida corporation,

Contractor.
_____/

NOTICE OF HEARING

YOU ARE HEREBY NOTIFIED that beginning at **5:37 p.m. C.D.T., on Tuesday, July 19, 2016**, before the Board of County Commissioners of Escambia County, Florida at the Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, Pensacola, Florida, Escambia County will call for a hearing on the Appeal of the Escambia County Contractor Competency Board's Decision in the case of Donna G. Jenkins vs. Thimothy Sowell, d/b/a Sowell Roofing, Inc.

Respectfully submitted,
Alison Rogers, County Attorney
221 Palafox Pl, Ste 430, Pensacola, FL 32502
Phone: (850) 595-4970, Fax: (850) 595-4979

B. Ellis-Ck

By: Bobbie Ellis-Wiggins
Assistant County Attorney
Escambia County Attorney's Office
Florida Bar Number 331295
bellis@myescambia.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by certified mail to Donna G. Jenkins, 6821 Joy Street, Pensacola, FL 32504; Thimothy Sowell, d/b/a Sowell Roofing, Inc., 7216 Majestic Blvd, Navarre, FL 32566 and 4171 Snapper Ave, Milton FL 35283 and by regular U.S. Mail to Jennifer Hampton, Escambia County Contractor Competency Board, 3363 West Park Place, Room 104, Pensacola, FL 32505; on this 23d day of June, 2016.

Respectfully submitted,
Alison Rogers, County Attorney
221 Palafox Pl, Ste 430, Pensacola, FL 32502
Phone: (850) 595-4970, Fax: (850) 595-4979

B. Ellis-Wiggins

By: Bobbie Ellis-Wiggins,
Assistant County Attorney
Escambia County Attorney's Office
Florida Bar Number 331295
bellis@myescambia.com

Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A) Escambia County FL's counsel hereby designates its primary email address for the purposes of e-mail service as: bellis@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10431 **County Administrator's Report 11. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: License Agreement Between Industrial Environmental Consultants, LLC and Escambia County
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a License Agreement between Industrial Environmental Consultants, LLC, and Escambia County for Access to Closed County Property (Mobile Highway Landfill) - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the License Agreement between Industrial Environmental Consultants, LLC, (IEC) and Escambia County:

A. Approve the License Agreement, subject to Legal review and sign-off, between Industrial Environmental Consultants, LLC, (IEC) and Escambia County, for the purpose of granting temporary access and use of closed County property, (Mobile Highway Landfill), to prepare a Florida Department of Environmental Protection (FDEP) directed Site Assessment Report and to collect groundwater samples from an existing groundwater monitoring well (MW-181); and

B. Authorize the Chairman to sign the License Agreement.

[AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER]

BACKGROUND:

Industrial Environmental Consultants, LLC has requested permission to temporarily access and use the property known as the closed Mobile Highway Landfill to prepare a Florida Department of Environmental Protection directed Site Assessment Report. They have also requested to temporarily access and use the property for the purpose of collecting groundwater samples from an existing groundwater monitoring well (MW-181).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Steve West, Senior Assistant County Attorney, has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

While personnel should not be needed to assist in this project, Waste Services Staff will assist with providing access and will monitor to make sure that conditions of this Agreement are complied with.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires approval of all such contracts regarding County property.

IMPLEMENTATION/COORDINATION:

After Board approval, a copy of the License Agreement will be provided to Industrial Environmental Consultants, LLC.

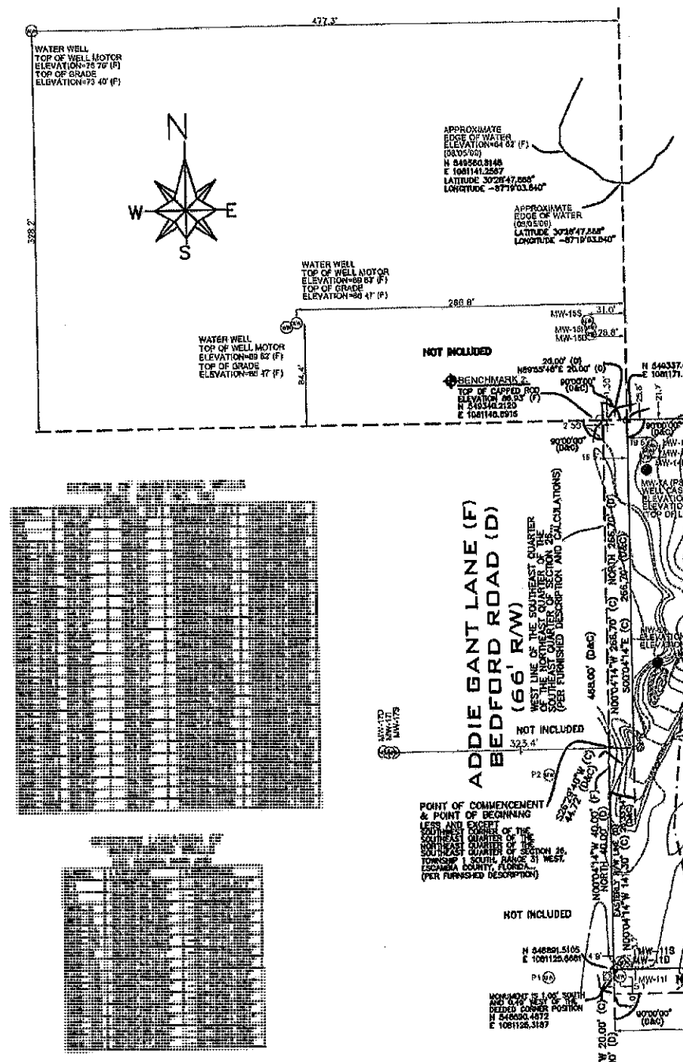
Attachments

Well Location Map

EXHIBIT A

A SPECIAL PURPOSE SURVEY OF A PORTION OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

NOTE: THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT TO THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERED OR ASSIGNED.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10296 **County Administrator's Report 11. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Authorize Declaration of Restrictive Covenant and Provide Ownership and Encumbrance Reports for Camp Five Landfill
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation to Authorize the Recording of Declaration of Restrictive Covenants and Provide Ownership and Encumbrance Reports for the Camp Five Landfill - Patrick T. Johnson Waste Services Department Director

That the Board take the following action regarding authorizing the recording of Declaration of Restrictive Covenants and Providing Ownership and Encumbrance Reports for the Camp Five Landfill:

A. Authorize the recording of the Declaration of Restrictive Covenants required by the Florida Department of Environmental Protection (FDEP) for the Camp Five Landfill, located at County Road 12-A, 3.5 miles southeast of County Road 4 and County Road 99, Intersection, Escambia County, Florida; and

B. Provide current Ownership and Encumbrance Reports on the said property to support the Declaration of Restrictive Covenant documents.

The Florida Department of Environmental Protection (FDEP) has requested that the County provide Ownership and Encumbrance Reports for the County-owned property located at County Road 12-A, 3.5 miles southeast of County Road 4 and County Road 99, Intersection, Escambia County, Florida, as required documentation for Restrictive Covenants which are to be recorded on the property. The Florida Statute Section 125.411 prohibits the County from warranting its own properties of conveyance. The County Attorney's Office has concerns that the updated title constitutes a form of warranty which would violate Florida Statute 125.411.

BACKGROUND:

The Camp Five Landfill is a closed Class II landfill owned by Escambia County, which operated as a landfill from 1980 until June 30, 1988. The site was closed followed by long-term care activities from 1995-2015. Following completion of the 20 year long-term care period, the County and the Florida Department of Environmental Protection (FDEP) began final site closeout discussions. As a condition of closing the site, the FDEP has required that the County execute a Declaration of Restrictive Covenant. This is required due to previous groundwater contamination associated with the landfilling activities. The FDEP is requiring as part of the deed restriction backup documentation, standard updated title information.

BUDGETARY IMPACT:

Funding for the updated title will be paid from Fund 401 Solid Waste, Cost Center 230309.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has been briefed and is aware of FDEP requirements concerning the property and the Declaration of Restrictive Covenants.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required to complete this requirement.

IMPLEMENTATION/COORDINATION:

Waste Services staff will coordinate implementation tasks and execute any documents needed to complete the project.

Attachments

Email Schneider_West_Camp 5

FS 125.411

From:	Brent D. Schneider
To:	Cheryl D Watson
Subject:	FW: Camp Five Landfill
Date:	Friday, June 24, 2016 8:50:38 AM

From: Stephen G. West
Sent: Thursday, September 24, 2015 2:50 PM
To: Brent D. Schneider
Cc: Beth A. Larrieu
Subject: Camp Five Landfill

Brent:

Alison said you still had questions on the restrictive covenants for the Camp Five landfill. Let me know what you need and I'll see if I can assist. Recognize, however, that the form of covenants required by DEP contain warranties that are contrary to the provisions of Section 125.411, Florida Statutes, which says that counties can give warranties of the sort DEP requires.

The Florida Senate

2014 Florida Statutes

Title XI	Chapter 125	SECTION 411
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	COUNTY GOVERNMENT Entire Chapter	**Conveyance of land by county.**

125.411 Conveyance of land by county.—

(1) Deeds of conveyance of lands, the title to which is held by any county or in the name of its board of county commissioners, may be in substantially the following form:

THIS DEED, made this ____ day of ____, (year), by ____ County, Florida, party of the first part, and ____, party of the second part,

WITNESSETH that the said party of the first part, for and in consideration of the sum of $____ to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in ____ County, Florida:

_____

_____

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: Clerk (or Deputy Clerk of Circuit Court)

____ County, Florida

By its Board of County Commissioners

By Chair (or Vice Chair)

(2) No such deed of conveyance shall be required to be witnessed or acknowledged, but shall be entitled to record when properly executed.

(3) All deeds of conveyance by any county or by its board of county commissioners shall convey only the interest of the county and such board in the property covered thereby, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

(4) Any conveyance of real property executed by the board of county commissioners of any county after May 5, 1971, and before October 1, 1975, if it would have been valid had this act been in effect at the time such conveyance was executed, and the recording thereof by the clerk of the circuit court are hereby validated, ratified, and confirmed.

History.—ss. 1, 2, ch. 75-26; s. 818, ch. 95-147; s. 15, ch. 99-6.

Note.—Former s. 125.41.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10465 **County Administrator's Report 11. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Off System Project Maintenance Agreement - County Road (CR) 296 (Saufley Field Road)
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Off System Project Maintenance Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Off System Project Maintenance Agreement, related to a sidewalk project on County Road (CR) 296 (Saufley Field Road) where federal funding is available for resurfacing, roadway widening, shoulder reconstruction, and other minor related improvements:

A. Approve the State of Florida Department of Transportation Off System Project Maintenance Agreement; and

B. Authorize the Chairman to sign the Agreement.

The FDOT is using federal funding for this project.

BACKGROUND:

Federal funding is available for the costs of resurfacing, roadway widening, shoulder construction, and other minor related improvements on County Road (CR) 296 (Saufley Field Road). This specific project is a sidewalk project.

The Florida Department of Transportation (FDOT) is preparing to undertake a project within Escambia County, identified as Financial Project I.D. 433577-2-52-01, CR 296 (Saufley Field Road) from NAS Pensacola to State Road (SR) 10A. CR 296 is located in Escambia County and is not on the State Highway System.

FDOT anticipates final design plans to be submitted for acceptance on June 29, 2016. The construction phase is not currently funded or programmed in the FDOT 5 Year Work

Program, but FDOT staff plans to program the construction to occur within FY21 or FY22. However, because the design will be complete in late June 2016, FDOT staff will seek to program the construction earlier, if possible.

The construction cost estimate is $1,109,532.32, and FDOT is using federal funding for this project.

BUDGETARY IMPACT:

The FDOT is using federal funding for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement, noting the following:

Paragraph 5 states that Escambia County acknowledges that the Department will be utilizing federal funds on the Project and as a result thereof Escambia County agrees to maintain the project in perpetuity according to FDOT standards; and

Paragraph 14 states that Escambia County shall be responsible for one-hundred percent (100%) of the funds required to make up any shortfall not paid by federal funds.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Public Works Department staff will continue to coordinate with FDOT and local stakeholders. Transportation & Traffic Operations staff will forward the signed Agreements to FDOT for final execution.

Attachments

Agreement

FPID #433577-2-52-01
COUNTY: Escambia
FAP # 9044 030 C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT MAINTENANCE AGREEMENT

This Agreement is between the State of Florida Department of Transportation ("DEPARTMENT"), and Escambia County, a political subdivision of the State of Florida ("COUNTY").

1. Federal funding is available for the costs of resurfacing, roadway widening, shoulder construction and other minor related improvements on CR 296 (Saufley Field Road) pursuant to Title 23, United States Code; and

2. The DEPARTMENT is preparing to undertake a project within the COUNTY identified and known to the parties by Financial Project I.D. 433577-2-52-01, Roadway Section No. 48610000, CR 296 (Saufley Field Road) from NAS Entrance (Mile Post 0.00) to SR 10A (US 90) (Mile Post 2.143) ("PROJECT"); and

3. CR 296 (Saufley Field Road) is located in Escambia County, Florida, a road not on the State Highway System; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

4. The recitals in paragraphs 1-3 above are true and correct and are made a part of this Agreement.

5. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT, the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

6. The COUNTY acknowledges and agrees that COUNTY'S right of way, and the improvements located within the COUNTY right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements located thereon. Additionally, the DEPARTMENT'S right of way, and the improvements located within the DEPARTMENT'S right of way, are and will remain under the ownership of the DEPARTMENT and the COUNTY will not have any maintenance responsibilities nor ownership interest in the right of way, improvements located thereon. Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

7. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY.

Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

8. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

9. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement.

10. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

11. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

12. In the event this Agreement is in excess of $25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding

commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

13. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

14. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the COUNTY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the "State Highway System," therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

a. Should such shortfalls occur due to a determination that said costs are non-participating, the COUNTY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the COUNTY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S contract manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final non-participating cost of the PROJECT. Both parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement

is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

The payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

15. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

16. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY:

DEPARTMENT:
D.J. Barber
Florida Department of Transportation
1074 Highway 90 East
Chipley, FL 32428

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

_____

By: James T. Barfield, P.E.

Title: District Secretary

Date: _____

Attest: _____

Legal Review:

_____
Office of the General Counsel

_____ COUNTY, a political subdivision of the State of Florida

Board of County Commissioners
Escambia County, Florida

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Legal Review:

Kristin Dual, ACA 6/14/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10377 **County Administrator's Report 11. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Conveyance of a Parcel of Real Property to the City of Pensacola
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Portions of Two Separate, Abutting Parcels of Real Property to the City of Pensacola - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of portions of two separate, abutting parcels of real property (totaling approximately 0.12 acres; each portion 0.06 acres) located at 2581 & 2601 Bayou Boulevard, to the City of Pensacola:

A. Approve the conveyance of portions of two separate, abutting parcels of real property (totaling approximately 0.12 acres; each portion 0.06 acres), located at 2581 & 2601 Bayou Boulevard, to the City of Pensacola;

B. Adopt a Resolution authorizing the conveyance of portions of two separate, abutting parcels of real property (totaling approximately 0.12 acres; each portion 0.06 acres), located at 2581 & 2601 Bayou Boulevard, to the City of Pensacola; and

C. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute any documents necessary to complete the conveyance without further action of the Board.

All costs associated with the accepting and recording of documents will be borne by the City of Pensacola.

BACKGROUND:

A concrete flume located at 2581 Bayou Boulevard was damaged during the April 2014 Storm Event. This flume serves as drainage for both Florida Department of Transportation (FDOT) and the City of Pensacola. During research, it was discovered the drainage right of way where the flume is located is owned by Escambia County. Escambia County has no interest in this drainage system or the associated property. FDOT and the City repaired the damage to the flume and the City has requested that

Escambia County donate this property to the City.

BUDGETARY IMPACT:

All costs associated with the accepting and recording of documents for these parcels will be borne by the City of Pensacola.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Deed and Resolution were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. The conveyance of this property is authorized pursuant to Section 125.38, Florida Statutes.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval and upon execution of the documents by the Chairman, staff will present the documents to the City of Pensacola for acceptance and recording in the Public Records of Escambia County.

Attachments

Resolution and Deed

Aerial Map

RESOLUTION R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO THE CITY OF PENSACOLA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property (Property) located within the boundaries of the City of Pensacola, more particularly described in the Deed attached to this resolution as Exhibit A; and

WHEREAS, the City of Pensacola (City) has requested that the County convey the Property to the City for its stormwater infrastructure system; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to the City under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to the City is authorized pursuant to Section 125.38, Florida Statutes; and

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to the City for the recited consideration of One Dollar ($1.00), with all costs associated with accepting the deed and recording it in the public records being borne by the City.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2016.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date June 27, 2016

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850)595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this _____ day of _____, 2016, by 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 (Grantor), and the City of Pensacola, a municipal corporation of the State of Florida, whose address is 222 West Main Street, P. O. Box 12910, Pensacola, Florida 32521 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, land in Escambia County, Florida described as follows:

See attached Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2016 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date June 28, 2016

EXHIBIT "A"

All of the right, title, and interest conveyed to Grantor in those certain Warranty Deeds recorded in Deed Book 299 at pages 174 and 175 of the public records of Escambia County, Florida, more particularly described as:

A strip of land 290 feet in length and ten (10) feet in width parallel to and adjacent to the northerly boundary of the property of the grantors as described in deed recorded on page 265 of Deed Book 254 of the records of Escambia County, Florida, all lying and being in Section 2, Township 2 South, Range 29 West, Escambia County, Florida and containing approximately 6/100 acres.

AND

A strip of land 290 feet in length and ten (10) feet in width parallel to and adjacent to the southern boundary of the property of the grantors as described in deed recorded on page 386 of Deed Book 246 of the records of Escambia County, Florida, all lying and being in Section 2, Township 2 South, Range 29 West, Escambia County, Florida and containing approximately 6/100 acres.

Bayou Boulevard



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 6/21/16 DISTRICT 4

2581 Bayou Blvd - Yarbrough, William
2601 Bayou Blvd - Griffith, Michael

Concrete Flume Area

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10515 **County Administrator's Report 11. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Letter of Support Requesting That Florida Department of Transportation (FDOT) Address Crash Occurrences on US 29 (Century Blvd.)
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Letter of Support Requesting that FDOT Address Crash Occurrences in the Town of Century Along Century Boulevard at Jackson Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the Chairman to sign a Letter of Support requesting that the Florida Department of Transportation (FDOT) address crash occurrences in the Town of Century along Century Boulevard at Jackson Street.

BACKGROUND:

Escambia County Transportation and Traffic Operations (TTO) staff recommends that the Board sign the attached Letter of Support requesting FDOT address the existing roadway hazard issue at the subject intersection of Century Boulevard and Jackson Street in the Town of Century. There has been a history of crashes at the subject site, with two in the past month. It appears that the slope and design of the roadway at this location is such that heavy trucks traveling in the outside (right) lane have difficulty navigating the curve at the posted speed limit of 35 mph, especially at night.

TTO Staff supports the Department's proposed improvements intended to address this issue on Century Boulevard. In the short term, sign improvements to warn trucks and motorists of the tipping hazard, advanced warning signage with flashing beacons of the curve, and/or advanced warning signage advising trucks to use the inside (left) lane are effective solutions, and should be instituted immediately. In the long term, super-elevation of the roadway on the approach to and through the curve is greatly needed to counteract lateral acceleration produced by the curve and should be implemented as soon as possible.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the Letter of Support for legal sufficiency.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval and signature from the Chair, TTO staff will coordinate with FDOT and transmit the letter for consideration.

Attachments

Letter of Support - Century Blvd

Board of County Commissioners • Escambia County, Florida

July 7, 2016

Mr. James T. Barfield, P.E.
District 3 Secretary
Florida Department of Transportation
Highway 90 East
Chipley, FL 32428

RE: US29 (Century Boulevard) Safety Improvements – Letter of Support

Dear Secretary Barfield,

I am writing on behalf of the Escambia County Board of County Commissioners to express Escambia County's support for certain roadway improvements on US29 (Century Boulevard) to remedy safety issues that have arisen due to a cross slope at the curve on US29 near the intersection of Jackson Street. In the past month, two semi-trucks have rolled over on Century Boulevard at this location, in addition to many other accidents that have occurred over the past several years. It appears that the slope and design of the roadway at this location is such that heavy trucks traveling in the outside (right) lane have difficulty navigating the curve at the posted speed limit of 35 mph, especially at night.

The County supports the Department's proposed improvements intended to address this issue on Century Boulevard. In the short term, sign improvements to warn trucks and motorists of the tipping hazard, advanced warning signage with flashing beacons of the curve, and / or advanced warning signage advising trucks to use the inside (left) lane are effective solutions, and should be instituted immediately. In the long term, super-elevation of the roadway on the approach to and through the curve is greatly needed to counteract lateral acceleration produced by the curve and should be implemented as soon as possible.

The County greatly appreciates all the coordination and cooperation that the Department offers and hopes that the Department will address this obvious safety hazard in the very near future.

Very respectfully,

Grover C. Robinson, IV, Chair
District 4 County Commissioner

Cc: Jack Brown, County Administrator
Joy Blackmon, P.E., Director, Public Works
Colby Brown, P.E., Deputy Director, Public Works
David Forte, Division Manager, Public Works

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10536 **County Administrator's Report 11. 15.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/07/2016
Issue: Approval of Cooperative Agreement with the Escambia County School Board
From: Chip Simmons, Assistant County Administrator
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cooperative Agreement with the Escambia County School Board Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Chip W. Simmons, Assistant County Administrator

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 School Board and the County are mutually committed to the development of a curriculum that meets the educational, mental health, and social welfare needs of juveniles incarcerated at the Escambia County Jail. This Agreement will set forth the terms and conditions whereby the parties shall cooperatively provide educational services for juvenile inmates housed in the Jail.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will implement the terms of this agreement on behalf of the County, and the School District staff will implement the terms of this agreement on behalf of the School Board.

Attachments

Agreement

COOPERATIVE AGREEMENT BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made by and between the School Board of Escambia County, Florida (hereinafter referred to as "School Board" or "School District") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County" and/or "Escambia County Jail").

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

I. PURPOSE

The School Board and the County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of children and youth served in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these children and youth, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School Board and the County hereby pledge to develop and support joint program initiatives that will facilitate the 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

D. 951.176, F.S., Provision of education programs for youth

E. 1001.42, F.S., Powers and duties of district School Board

F. 1000.21, F.S., System-wide definitions

G. 1011.60-1011.77, F.S., Funding for School Districts

H. No Child Left Behind Act of 2001 and/or Every Student Succeeds Act (ESSA)

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. Share the responsibility for notification of any and all concerns regarding staff while in the facility.

5. Encourage local staff and parent participation in planning, program development and staffing.

6. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.

7. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.

8. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.

9. Disseminate this Agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the Agreement.

10. 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, 2016, 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, 2017, 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:	Chip W. Simmons Corrections Chief/Assistant County Administrator 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 ability.

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, 2016 to June 30, 2017.

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

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

Approved as to form and legal sufficiency.

By/Title: _____
Date: 6/24/16

By: Bill Slayton
Bill Slayton, Chair

Date: 05/17/2016

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

MAY 17 2016

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

ATTEST:

By: Malcolm Thomas
Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT
FOR May 2016 AGENDA
MAY 14 2016
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

Return this ORIGINAL document to
Holley DeWees, Superintendent's Office
75 N Pace Blvd, Pensacola, FL 32505

To be filed in the School Board Record Book
DO NOT disassemble this packet for *any* reason

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10477 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Supplemental Budget Amendment #188 - Bayou Chico Stormwater Retrofit Project
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #188 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #188, Other Grants and Projects Fund (110), in the amount of $755,560, to recognize proceeds from the State of Florida Department of Environmental Protection (DEP), and to appropriate these funds to be used for the Bayou Chico Stormwater Retrofit Project which will provide new stormwater treatment and flood attenuation for the Beach Haven Neighborhood in the Bayou Chico Watershed. This project also includes funding to extend the Southwest Greenway elevated boardwalk along Jones Creek. Matching funds of $1.9 million are allocated in the Beach Haven project (LOST III, Fund 352, Cost Center 210107, Project# 08EN0272) and the remaining match of $6,500 in the Southwest Greenway project (LOST III, Fund 352, Cost Center 220102, Project# 11NE0878).

BACKGROUND:

On July 23, 2015, Escambia County BCC approved the grant agreement for the Bayou Chico Stormwater Retrofit Project. This will provide new stormwater treatment and flood attenuation for the Beach Haven Neighborhood in the Bayou Chico Watershed. This sproject also includes funding to extend the Southwest Greenway elevated boardwalk along Jones Creek. Matching funds of $1.9 million are allocated in the Beach Haven project (LOST III Fund 352, cost center 210107, Project# 08EN0272) and the remaining match of $6,500 in the Southwest Greenway project (LOST III Fund 352, cost center 220102, Project# 11NE0878).

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $755,560. Matching funds of $1.9 million are allocated in the Beach Haven project (LOST III Fund 352, cost center 210107, Project# 08EN0272) and the remaining match of $6,500 in the Southwest Greenway project (LOST III Fund 352, cost center 220102, Project# 11NE0878).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#188

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2016-

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 a grant from Florida Department of Environmental Protection (DEP) to provide new stormwater treatment and flood attenuation for the Beach Haven Neighborhood in the Bayou Chico Watershed and to provide funding to extend the Southwest Greenway elevated boardwalk along Jones Creek, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016

Other Grants and Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
FDEP G0409 Bch Haven/Boardwalk	110	334372 (new)	755,560
Total			**$755,560**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Salaries and Wages	110/221024 (new)	51201	33,646
Improvements other than Buildings	110/221024 (new)	56301	721,914
Total			**$755,560**

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.06.24 12:34:55 -05'00'

OMB Approved

Supplemental Budget Amendment
188

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10470 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Supplemental Budget Amendment #189 - NFWF Bayou Chico Restoration Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #189 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #189, Gulf Coast Restoration Fund (118), in the amount of $9,032,250, to recognize funds from the National Fish and Wildlife Foundation (NFWF), and to appropriate these funds to be used for Bayou Chico Restoration Projects for storm-water treatment and improved water quality. Matching funds associated with this NFWF allocation will come from the Beach Haven Local Option Sales Tax (LOST) Project 08EN0272 ($1,4333,000) Fund (352) and a separate Florida Department of Environmental Protection (FDEP) Grant ($750,000) Fund (110).

BACKGROUND:

Escambia County has received NFWF Funds totaling $11,032,250 as a reimbursable grant. Previously on FY 2014/15 SBA #200 a total of $2,000,000 was allocated to Fund 118 to provide cash to the Fund and was placed into Cost Center 222002 (NFWF #4591 Bayou Chico), SBA#189 is the net of the two Supplemental Budget Amendments.

Matching funds associated with this NFWF allocation will come from the Beach Haven LOST Project 08EN0272 ($1,4333,000) Fund (352) and a separate Florida Department of Environmental Protection (FDEP) Grant ($750,000) Fund (110).

BUDGETARY IMPACT:

This amendment will increase Fund 118 in the amount of $9,032,250.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

A part-time Water Quality Scientist position will be funded with this NFWF Grant at $25/hr and a total of 1600 hours.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Increases and decreases in funding to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#189

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2016-

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 funding from the National Fish and Wildlife Foundation (NFWF) Bayou Chico reimbursable Grant to be used for storm-water and water quality projects due to the oil spill 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, 2016:

Gulf Coast Restoration Fund	118
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Loan Proceeds	118	384005	(2,000,000)
NFWF#4591 Bayou Chico Restoration Grant	118	334xxx (New)	11,032,250
Total			**$9,032,250**

Appropriations Title	Cost Center	Account Code/ Project Number	Amount
Salaries	118/222002	51201	40,000
Operating Supplies	118/222002	55201	20,000
Other Contractual Services	118/222002	53401	74,000
Improvements Other Than Bldgs.	118/222002	56301	8,898,250
Total			**$9,032,250**

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.06.13 11:26:26 -05'00'

OMB Approved

Supplemental Budget Amendment
#189

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10471 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Supplemental Budget Amendment #190 - FDEP G0439 Grant - Low Impact Design Manual
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #190 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #190, Other Grants and Projects Fund (110), in the amount of $106,200, to recognize Grant proceeds from the Florida Department of Environmental Protection (DEP), and to appropriate these funds to create a Low Impact Design (LID) manual and provide workshops to professionals to educate them on how to incorporate LID practices in the site design and planning process for future development projects in the City of Pensacola and Escambia County. The local match requirement funding has been expended from Fund 151, CRA Fund, on a previously- constructed, pervious pavement project at the Juanita Williams County Park.

BACKGROUND:

Escambia County has been awarded funds from Florida DEP to FWC to provide financial assistance for a Low Impact Design (LID) manual and provide workshops to professional engineers, architects, land use planners and developers in Escambia County to educate them on how to incorporate LID practices in the site design and planning process for future development projects in the City of Pensacola and Escambia County. The local match requirement funding has been expended from Fund 151, CRA Fund, on a previously constructed pervious pavement project at the Juanita Williams County Park.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $106,200.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 190

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2016-

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 a grant from Florida Department of Environmental Protection (DEP) to provide financial assistance for a Low Impact Design (LID) manual and provide workshops to professionals in Escambia County, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016

Other Grants and Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
FDEP G0439 LID Manual	110	334371 (new)	106,200
Total			**$106,200**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Salaries and Wages	110/221025 (new)	51201	20,200
Professional Services	110/221025 (new)	53101	86,000
Total			**$106,200**

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.06.15 14:59:49 -05'00'

OMB Approved

Supplemental Budget Amendment
190

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10539 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Supplemental Budget Amendment #197 - State of Florida, Division of Emergency Management Grant Awards
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #197 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #197, Other Grants and Projects Fund (110), in the amount of $211,817, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Subgrant Agreements, and to appropriate these funds for enhancement of Escambia County's Division of Emergency Management daily and emergency operations and to assist in local disaster planning and community outreach efforts. These Grant funds also support the salary of an existing County employee who provides Geographic Information Systems (GIS) and technology assistance to the Division.

BACKGROUND:

On July 7, 2016, the Board approved FDEM Emergency Management Performance (EMPG) Federally-Funded Subgrant Agreement #17-FG-XX-01-27-01-090 in the amount of $106,011, and Emergency Management Preparedness and Assistance (EMPA) State-Funded Subgrant Agreement #17-BG-83-01-27-023 in the amount of $105,806. Both Grants will be used to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in local disaster planning and community outreach efforts for the period July 1, 2016, through June 30, 2017. These Grant funds also support the salary of an existing County employee that provides GIS and technology assistance to the Division.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $211,817.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

These grant funds support the salary of an existing County employee that provides GIS and technology assistance to the Division.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#197

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2016-

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

WHEREAS, Escambia County was awarded two grants by the State of Florida, Division of Emergency Management, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Emergency Mgmnt Performance	110	331266	$106,011
Emergency Preparedness	110	331228	$105,806
Total			$211,817

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Regular Salaries	110/330409	51201	$48,568
FICA	110/330409	52101	$3,716
Retirement	110/330409	52201	$3,527
Life and Health	110/330409	52301	$9,000
Workers Compensation	110/330409	52401	$123
Communications	110/330409	54101	$7,000
Repairs and Maintenance	110/330409	54601	$15,434
Office Supplies	110/330409	55101	$2,243
Operating Supplies	110/330409	55201	$4,500
Books, Pubs, Subs	110/330409	55401	$400
Training and Educational Costs	110/330409	55501	$3,500
Machinery & Equipment	110/330409	56401	$8,000
Travel and Per Diem	110/330405	54001	$9,420
Communications	110/330405	54101	$8,115
Postage and Freight	110/330405	54201	$300
Repairs and Maintenance	110/330405	54601	$20,221
Printing and Binding	110/330405	54701	$8,500
Promotional Activities	110/330405	54801	$16,500
Office Supplies	110/330405	55101	$10,000
Operating Supplies	110/330405	55201	$20,050
Books and Pubs	110/330405	55401	$4,000
Training & Educational Costs	110/330405	55501	$2,500
Machinery & Equipment	110/330405	56401	$6,200
Total			$211,817

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.06.23 17:16:10 -05'00'

OMB Approved

Supplemental Budget Amendment
#197

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10512 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Purchase of a Pickup Truck VE 15-16.016 and Utility Vehicle VE 15-16.015 for the Public Safety Department
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of a Pickup Truck and a Utility Vehicle for the Public Safety Department - Michael D. Weaver Public Safety Department Director

That the Board take the following action regarding the purchase of two vehicles for the Public Safety Department:

A. Authorize the County to utilize the 2016-2017 Florida Sheriff's Association of Counties Contract 15-23-0904, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, exemptions; and Section 46-64, Board approval; and;

B. Authorize a Purchase Order to Hub City Ford-Mercury, Inc., in the amount of $80,191, for a 3/4 ton Super Cab Pickup Truck according to the specifications of VE 15-16.016, and a 1/2 ton 4x4 Extended Wheelbase, Six Passenger Utility Vehicle according to the specifications of VE 15-16.015.

In accordance with Board Policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from Florida Contracts, Federal Schedules, or other Purchasing Cooperative Contracts sanctioned for use by the Escambia County, Florida, Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 15-16.015 and VE 15-16.016 were posted on May 17, 2016, for a period of 30 days.

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

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from Florida Contracts, Federal Schedules, or other Purchasing Cooperative contracts sanctioned for use by the Escambia County, Florida, Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 15-16.015 and VE 15-16.016 were posted on May 17, 2016 for a period of 30 days. Quotes were obtained by Hub City Ford-Mercury Inc. for the purchases based on the specifications. No other responsive quotes were received.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 56401, Machinery and Equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

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 a Purchase Order upon approval.

Attachments

VE 15-16.016

VE 15-16.015

Hub City Ford

Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2016 - or current mfg. year

Model: **3/4 TON SUPER CAB PICKUP TRUCK - 4X2; 2016 W/158"WHEEL BASE**

Color: Manufacturer's Fleet White w/gray or neutral interior

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90-120 days after receipt of order

Maximum Budgeted Purchase Amount:

$ 38,456.00

VE 15-16.016 Public Safety VE Purchase #3 4x2 ¾ Ton Super Cab Pickup Truck w/158" Wheelbase Vehicle

VE 15-16.016 Public Safety VE Purchase #3 4x2 ¾ Ton Super Cab Pickup Truck w/158" Wheelbase Vehicle

SPECIFICATION :

3/4 TON SUPER CAB PICKUP TRUCK - 4X2; 2016 OR CURRENT YEAR MFG.'S MODEL

ENGINE:

- Manufacturer's standard V8 gas 6.2 L engine, alternator, battery and cooling package.

TRANSMISSION/AXLES:

- Manufacturer's standard automatic transmission.
- Manufacturer's 3.73Limited Slip drive axle ratio for engine and transmission combination.

PERFORMANCE ITEMS:

- Manufacturer's standard power steering.
- Manufacturer's standard gauges.
- Rear view camera
- Reverse sensing system
- Upfitters switches in dash
- Sync (Bluetooth)
- Cruise control

COMFORT ITEMS:

- Manufacturer's standard air conditioning with 134A system.
- Manufacturer's standard tinted glass all around.
- Manufacturer's standard AM/FM/CD stereo.
- Heavy duty rubber floor covering instead of carpet.
- Manufacturer's standard production seats. Gray or neutral vinyl covering
- Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

SAFETY ITEMS:

- Dual outside mirrors and inside rearview mirror.
- Interior dome lights with left and right door activated switches.
- Manufacturer's standard air bags.

BRAKES:

- Four wheel anti-lock brake ABS system.

TIRES AND WHEELS:

- Manufacturer's standard tires and wheels LT245/75/RX17E
- Conventional spare tire mounted underbody

VE 15-16.016 Public Safety VE Purchase #3 4x2 ¾ Ton Super Cab Pickup Truck w/158" Wheelbase Vehicle

CHASSIS, FRAME, CAB:

- Manufacturer's Fleet white exterior factory color, gray or neutral interior
- Manufacturer's standard fuel tank.
- Manufacturer's standard front and rear bumpers.
- Fleet side long bed 158"

With additional:

FACTORY OPTIONS/UPGRADES

- Electric brake controller Factory
- Limited slip differential
- Rainshields - flange style
- Heavy duty cab high topper
- Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent)
- Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2"square removable receiver, 1" shank with 2" ball
- All terrain tread tires
- Backup alarm, factory installed
- Extra heavy duty alternator factory
- Rear stabilizer bar
- Running boards factory
- Daytime running lights
- Cloth 40/mini console 40 FT seats for front bucket
- Power Windows & Door Locks
- Steering wheel audio controls

AFTERMARKET OPTIONS:

- Whelen LED Lighting Package / light bar , four corner LED strobes , control head
- 7 YEAR 125,000 MILES PREMIUM CARE (0) DEDUCTIBLES

Posting Date	Tuesday, May 17, 2016
Due Date for Offers	Wednesday, June 15, 2016
Depart. Contact	MIKE WEAVER , DIRECTOR PUBLIC SAFETY DEPT.
Fleet Maint.	Steven Barnes , Fleet Maintenance Manager

VE 15-16.016 Public Safety VE Purchase #3 4x2 ¾ Ton Super Cab Pickup Truck w/158" Wheelbase Vehicle

Offers for the sale of vehicle or equipment meeting the specifications for VE 15-16.016 Public Safety VE Purchase #3 4x2 ¾ Ton Super Cab Pickup Truck w/158" Wheelbase Vehicle as listed will be accepted until **5:00 pm on Wednesday, June 15, 2016.** 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 VE 15-16.016 Public Safety VE Purchase #3 4x2 ¾ Ton Super Cab Pickup Truck w/158" Wheelbase Vehicle 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.

Hub City Ford

Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: ONE (1) ea.

Base Description:

Year: 2017 - 0 mileage

Model: 1/2 TON 4-DOOR EXTENDED WHEELBASE 6 PASSENGER UTILITY VEHICLE - 4X4

Color: WHITE

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90-120 days

Maximum Budgeted Purchase Amount:

$ 41,735.00

VE 15-16.015 Public Safety VE Purchase #2 4x4 Extended Wheelbase Utility Vehicle

VE 15-16.015 Public Safety VE Purchase #2 4x4 Extended Wheelbase Utility Vehicle

SPECIFICATIONS FOR
1/2 TON 4-DOOR EXTENDED WHEELBASE 6 PASSENGER UTILITY VEHICLES - 4X4

MECHANICAL

- Axle — Non-Limited-slip 3.73
- Brakes – 4-Wheel Disc (ABS)
- Engine – V6 with turbo charger 365 HP/ 420 lb-ft of torque
- Steering – Electronic Power-Assist Steering (EPAS)
- Suspension – Multilink Independent Rear
- Transmission – 6-Speed Auto

EXTERIOR

- Bumpers – Mold-In-Color, Black
- Door Handles – MIC Black
- Exhaust – Single, Chrome-Tipped
- Glass – Solar-Tinted Front/Rear Privacy Glass
- Grille – Chrome Outer / MIC Black Inner (Black Outer)
- Headlamps – Quad Beam Reflector w/Blackout Treatment
- Lighting – Halogen (Round) Fog Lamps
- Mirrors
  - — MIC Black, Power, Heated
  - — Puddle Lamps
- Roof Rack – Black Side Rails w/Black Crossbars
- Running Boards – Platform – Black
- Skid Plate (4x2 – Front Skid Plate)
- Trim – Mold-In-Color, Black
- Wheels/Tires – 17" Steel Wheels (265/70R17 AT OWL)

INTERIOR/COMFORT

- Center Console – Large Floor Storage, Transmission Shifter, Coin Holder, (2) Headphone Jacks and Pen/Pencil Holder
- Climate Control – Manual w/Rear Auxiliary Controls

VE 15-16.015 Public Safety VE Purchase #2 4x4 Extended Wheelbase Utility Vehicle

- Coat Hooks – (2) 2nd Row, (2) 3rd Row
- Cupholders – (4) 1st Row, (2) 2nd Row
- Door-Locks – Power w/AutoLock
- Floor Mats – 1st and 2nd Row
- Grab Handles – 1st Row, 2nd Row and Liftgate
- Lighting
    - — Delayed Accessory Lighting
    - — Dome Lamp – 1st Row and Cargo
    - — Illuminated Door-Switches
    - — Reading Lamps – 1st Row
- Overhead Console w/Sunglass Holder and Conversation Mirror
- Rear Cargo Area – Cargo Management System (EL Only)
- Rearview Mirror – Electrochromic w/display screen
- Seats
    - — Cloth
    - — 1st Row – 6-way Power Driver's Bucket Seat with Manual Recline and Manual Lumbar
    - — 1st Row – Manual Passenger Bucket Seat (2-Way)
    - — 2nd Row – 40/20/40 w/Recline
- Steering Wheel
    - — Leather
    - — Manual tilt/telescoping
- Storage — Glove Box
- Sun visors w/Dual Illuminated Mirrors
- Windows – Power – Driver 1-Touch Up/Down

FUNCTIONAL

- Audio
    - — AM/FM Single-CD Radio
    - — 6 Speakers
    - — Speed-Sensitive Volume
    - — Input Jack

- — Rear Audio Controls
- Cruise Control
- Capless Refueling
- Headlamps
  - — AutoLamp1
  - — Rain lamps
- Hill Start Assist
- Instrument Cluster
  - — Message Center
  - — Tachometer
  - — Trip Odometer
  - — Outside Temperature Display
- Powerpoints – (1) 1st Row (1) 2nd Row Center Console (1) Cargo Area
- Rearview Camera (displays in rearview mirror)
- Trailer Sway Control
- Trailer Tow – Integrated Class IV w/4-pin connector
- Windows – Rear Defroster
- Windshield Wipers – Intermittent Front & Rear

SAFETY/SECURITY

- Roll stability control
- Airbags
  - — Safety Canopy
  - — Side-Impact
- Child-Safety Locks – Rear
- Keyless-Entry
  - — Remote
  - — (Keypad)
- Lower Anchors & Tethers for Children system

VE 15-16.015 Public Safety VE Purchase #2 4x4 Extended Wheelbase Utility Vehicle

- Lighting – Illuminated Entry w/Approach Lamps
- Perimeter Alarm
- Seat belt pre-tensioners, Load limiting retractors, dual-stage front airbags, driver seat position sensing & crash severity sensing
- Security Theft System (PATS)
- Post-Crash Alert System
- Tire Pressure Monitoring System
- Traction Control System

FACTORY OPTIONS

- **102B Equipment package/**
  - **SSV Package:**
    - **17" Steel Wheel (265/70R17 AT OWL)**
    - **Cloth 1st Row / Vinyl 2nd Row Seating**
    - **3rd Row Seating Delete with Cover/End Cap**
    - **Column Shifter and Floor Console Delete**
    - **Door Handles Mold-In-Color, Black Grille, 4x4 Skid Plates**
    - **Vinyl Floor Covering**
    - **3.73 Rear-Axle, Non-Limited-Slip**
    - **Less Running Boards**
    - **Back-up Alarm**
    - **Rain Shields**
    - **2ND Row 40/20/40 Bench (Cloth)**
- **50F Fleet Convenience Package**
  - **Power Adjustable Pedals; Reverse Sensing System**
- **536 Heavy-Duty Trailer-Tow Package**
  - **Heavy-Duty Auxiliary Transmission Oil Cooler;**
  - **Heavy-Duty Radiator;**
  - **Integrated Trailer Brake Controller.**
  - **Includes class IV trailer hitch receiver wiring hamess with 4 and 7-pin connector and electronic braking wiring kit.**
- **186 Running Boards**
- **52M Sync (Bluetooth)**
- **41K 4x4 Skid Plate**
- **Back up Alarm**
- **Rain Shields**
- **Z1 Oxford White, Tan interior**
- **Premium Care warranty 7year/125,000 with $0 deductible**

NON-FACTORY OPTION

- N/A

Posting Date	Tuesday, May 17, 2016
Due Date for Offers	Wednesday, June 15, 2016
Depart.	Mike Weaver , Director Public Safety Dept.
Fleet Maint.	Steven Barnes, Fleet Maintenance Manager EMS

VE 15-16.015 Public Safety VE Purchase #2 4x4 Extended Wheelbase Utility Vehicle

Offers for the sale of vehicle or equipment meeting the specifications for VE 15-16.015 Public Safety VE Purchase #2 4x4 Extended Wheelbase Utility Vehicle as listed will be accepted until **5:00 pm on Wednesday, June 14, 2016**. 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 VE 15-16.015 Public Safety VE Purchase #2 4x4 Extended Wheelbase Utility Vehicle 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-10462 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Write-Off of Accounts Receivable
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

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

That the Board adopt the Resolution authorizing the write-off of $1,866,895.22, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the first quarter of Fiscal Year 2015-2016 for 3,964 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

BACKGROUND:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from EMS Ambulance Billings for the first quarter of Fiscal Year 2015-2016 for 3,984 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and /or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Kristen Hual has reviewed and approved the Resolution as to form and legal sufficiency on May 24, 2016.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Attachment A
Resolution

Trip Date	#	Customer	Due
2010-06-30	Run 17,776		691.64
2011-07-04	Run 18,198		735.00
2012-03-10	Run 6,915		783.00
2013-06-13	Run 17,220		917.00
2013-06-14	Run 17,264		119.40
2013-10-13	Run 29,847		499.00
2013-10-16	Run 30,164		703.00
2014-01-06	Run 780		609.00
2014-01-12	Run 1,296		91.24
2014-01-31	Run 3,199		125.00
2014-02-06	Run 3,832		857.00
2014-02-10	Run 4,209		537.00
2014-02-21	Run 5,513		857.00
2014-03-12	Run 7,459		621.00
2014-04-05	Run 10,171		759.00
2014-04-14	Run 11,201		561.00
2014-04-21	Run 11,975		819.00
2014-04-26	Run 12,628		1,071.00
2014-05-03	Run 13,431		819.00
2014-05-04	Run 13,466		60.00
2014-05-05	Run 13,590		251.22
2014-05-05	Run 13,695		541.03
2014-05-18	Run 15,206		549.00
2014-05-24	Run 15,949		204.00
2014-06-18	Run 18,827		927.00
2014-07-25	Run 23,427		917.00
2014-07-26	Run 23,424		821.00
2014-08-02	Run 24,284		89.66
2014-08-05	Run 24,621		157.00
2014-08-09	Run 25,234		159.65
2014-08-11	Run 25,424		573.00
2014-08-15	Run 25,931		657.00
2014-08-29	Run 27,559		486.36
2014-08-30	Run 27,683		771.00
2014-09-04	Run 28,249		155.00
2014-09-06	Run 28,481		747.00
2014-09-12	Run 29,121		549.00
2014-09-13	Run 29,315		907.00
2014-09-14	Run 29,484		941.00
2014-09-20	Run 30,137		621.00
2014-09-22	Run 30,349		549.00
2014-09-27	Run 31,002		941.00
2014-09-28	Run 31,068		257.90
2014-09-30	Run 31,213		833.00
2014-10-01	Run 31,367		627.00
2014-10-04	Run 31,749		949.00
2014-10-05	Run 32,278		150.00
2014-10-09	Run 32,277		697.00
2014-10-16	Run 33,183		83.79
2014-10-21	Run 33,685		561.00
2014-10-24	Run 34,030		657.00
2014-10-28	Run 34,455		925.00
2014-10-30	Run 34,740		977.00
2014-11-04	Run 35,266		117.29
2014-11-15	Run 36,378		603.98
2014-11-16	Run 36,576		881.00
2014-11-18	Run 36,713		119.40
2014-11-18	Run 36,676		150.00
2014-11-22	Run 37,217		609.00
2014-11-22	Run 37,229		709.00
2014-11-29	Run 37,956		869.00

Trip Date	#	Customer	Due
2014-12-02	Run 38,283		795.00
2014-12-05	Run 38,696		869.00
2014-12-16	Run 39,924		697.00
2014-12-18	Run 40,224		407.47
2014-12-21	Run 40,540		941.00
2014-12-23	Run 40,750		72.33
2014-12-23	Run 40,697		893.00
2014-12-23	Run 40,717		999.00
2014-12-26	Run 40,963		783.00
2014-12-26	Run 41,018		833.00
2014-12-30	Run 41,389		603.00
2015-01-01	Run 81		809.00
2015-01-02	Run 236		647.00
2015-01-02	Run 186		869.00
2015-01-03	Run 359		855.00
2015-01-07	Run 736		537.00
2015-01-07	Run 707		549.00
2015-01-09	Run 920		75.25
2015-01-09	Run 945		86.84
2015-01-09	Run 936		549.00
2015-01-09	Run 991		807.00
2015-01-09	Run 980		821.00
2015-01-10	Run 1,011		750.00
2015-01-11	Run 1,228		573.00
2015-01-11	Run 1,123		585.00
2015-01-12	Run 1,318		621.00
2015-01-12	Run 1,274		657.00
2015-01-12	Run 1,265		745.00
2015-01-12	Run 1,311		747.00
2015-01-13	Run 1,320		108.20
2015-01-14	Run 1,469		300.00
2015-01-14	Run 1,426		300.00
2015-01-15	Run 1,560		819.00
2015-01-16	Run 1,736		549.00
2015-01-17	Run 1,774		430.00
2015-01-17	Run 1,896		1,853.00
2015-01-18	Run 1,861		108.20
2015-01-19	Run 2,014		759.00
2015-01-19	Run 2,025		905.00
2015-01-21	Run 2,214		71.18
2015-01-21	Run 2,304		807.00
2015-01-22	Run 2,327		615.00
2015-01-22	Run 2,385		673.00
2015-01-22	Run 2,323		795.00
2015-01-24	Run 2,658		20.00
2015-01-24	Run 2,625		795.00
2015-01-25	Run 2,659		781.00
2015-01-26	Run 2,753		783.00
2015-01-26	Run 2,713		1,073.00
2015-01-27	Run 2,954		94.41
2015-01-29	Run 3,529		561.00
2015-01-29	Run 3,664		833.00
2015-01-30	Run 4,166		90.92
2015-01-30	Run 4,019		771.00
2015-01-31	Run 3,115		781.00
2015-02-03	Run 3,261		747.00
2015-02-04	Run 3,406		124.20
2015-02-05	Run 3,617		697.00
2015-02-05	Run 3,627		845.00
2015-02-06	Run 3,727		783.00
2015-02-07	Run 3,765		106.33

Trip Date	#	Customer	Due
2015-02-07	Run 3,873		150.00
2015-02-07	Run 3,900		633.00
2015-02-07	Run 3,851		633.00
2015-02-07	Run 3,830		669.00
2015-02-08	Run 3,878		639.00
2015-02-08	Run 3,879		849.00
2015-02-09	Run 3,996		573.00
2015-02-09	Run 3,966		621.00
2015-02-09	Run 4,117		807.00
2015-02-10	Run 4,132		597.00
2015-02-11	Run 4,372		549.00
2015-02-12	Run 4,499		88.88
2015-02-13	Run 4,589		867.00
2015-02-14	Run 4,647		506.58
2015-02-15	Run 4,821		709.00
2015-02-15	Run 4,849		855.00
2015-02-16	Run 4,961		537.00
2015-02-17	Run 5,048		197.00
2015-02-19	Run 6,392		699.00
2015-02-20	Run 5,377		561.00
2015-02-21	Run 5,429		771.00
2015-02-23	Run 5,607		549.00
2015-02-23	Run 5,693		583.00
2015-02-23	Run 5,671		697.00
2015-02-23	Run 5,704		759.00
2015-02-24	Run 5,787		819.00
2015-02-25	Run 5,883		709.00
2015-02-25	Run 5,830		769.00
2015-02-26	Run 6,019		150.00
2015-02-26	Run 5,990		769.54
2015-02-27	Run 6,134		93.28
2015-02-27	Run 6,112		204.01
2015-02-27	Run 6,174		561.00
2015-02-28	Run 8,375		857.00
2015-03-01	Run 6,307		150.00
2015-03-01	Run 6,264		196.22
2015-03-01	Run 6,254		855.00
2015-03-02	Run 6,428		56.45
2015-03-02	Run 6,431		56.45
2015-03-02	Run 6,406		561.00
2015-03-02	Run 6,455		573.00
2015-03-02	Run 6,507		717.00
2015-03-02	Run 6,425		821.00
2015-03-02	Run 6,487		881.00
2015-03-03	Run 6,515		573.00
2015-03-04	Run 6,757		10.00
2015-03-04	Run 6,655		125.00
2015-03-04	Run 6,749		125.00
2015-03-05	Run 6,779		150.00
2015-03-06	Run 6,871		561.00
2015-03-07	Run 7,013		92.90
2015-03-07	Run 7,069		733.00
2015-03-08	Run 7,198		300.00
2015-03-08	Run 7,147		549.00
2015-03-08	Run 7,164		1,037.00
2015-03-09	Run 7,217		561.00
2015-03-11	Run 7,512		72.35
2015-03-11	Run 7,538		100.95
2015-03-11	Run 7,550		211.27
2015-03-11	Run 7,543		537.00
2015-03-11	Run 7,503		609.00

Trip Date	#	Customer	Due
2015-03-11	Run 7,505		759.00
2015-03-11	Run 7,487		795.00
2015-03-12	Run 7,557		609.00
2015-03-13	Run 7,681		717.00
2015-03-13	Run 7,710		771.00
2015-03-14	Run 7,870		124.20
2015-03-14	Run 7,860		150.00
2015-03-14	Run 7,917		178.60
2015-03-14	Run 7,882		561.00
2015-03-14	Run 7,840		573.00
2015-03-15	Run 7,977		561.00
2015-03-15	Run 7,992		874.00
2015-03-15	Run 7,981		925.00
2015-03-16	Run 8,057		637.00
2015-03-16	Run 8,198		781.00
2015-03-17	Run 8,314		100.00
2015-03-17	Run 8,285		150.00
2015-03-17	Run 8,263		485.72
2015-03-17	Run 8,278		807.00
2015-03-17	Run 8,322		809.00
2015-03-17	Run 8,257		857.00
2015-03-18	Run 8,450		110.00
2015-03-18	Run 8,417		300.00
2015-03-18	Run 8,439		553.00
2015-03-18	Run 8,473		621.00
2015-03-18	Run 8,463		723.00
2015-03-18	Run 8,373		729.00
2015-03-19	Run 8,511		110.00
2015-03-19	Run 8,555		681.00
2015-03-20	Run 8,595		94.11
2015-03-20	Run 8,667		125.00
2015-03-20	Run 8,687		547.00
2015-03-20	Run 8,569		645.00
2015-03-20	Run 8,684		645.00
2015-03-20	Run 8,733		783.00
2015-03-21	Run 8,842		150.00
2015-03-21	Run 8,784		522.00
2015-03-21	Run 8,760		807.00
2015-03-21	Run 8,826		817.00
2015-03-22	Run 8,893		561.00
2015-03-22	Run 8,979		597.00
2015-03-22	Run 8,903		759.00
2015-03-22	Run 8,887		869.00
2015-03-22	Run 8,846		970.00
2015-03-23	Run 9,163		747.00
2015-03-24	Run 9,164		84.23
2015-03-24	Run 9,173		100.00
2015-03-24	Run 9,195		855.00
2015-03-24	Run 9,106		903.00
2015-03-25	Run 9,238		597.00
2015-03-26	Run 9,469		110.00
2015-03-26	Run 9,362		869.00
2015-03-27	Run 9,524		131.40
2015-03-27	Run 9,556		833.00
2015-03-28	Run 9,565		150.60
2015-03-28	Run 9,669		191.60
2015-03-28	Run 9,659		549.00
2015-03-28	Run 9,600		561.00
2015-03-28	Run 9,853		621.00
2015-03-28	Run 9,613		623.00
2015-03-29	Run 9,674		84.52

Trip Date	#	Customer	Due
2015-03-29	Run 9,723		744.00
2015-03-30	Run 9,803		20.00
2015-03-30	Run 9,855		138.75
2015-03-30	Run 9,835		150.00
2015-03-30	Run 9,880		614.79
2015-03-30	Run 9,893		795.00
2015-03-30	Run 9,859		831.00
2015-03-31	Run 9,922		126.60
2015-03-31	Run 9,943		697.00
2015-04-01	Run 10,018		89.03
2015-04-01	Run 10,108		633.00
2015-04-01	Run 10,070		684.00
2015-04-01	Run 10,168		759.00
2015-04-02	Run 10,223		537.00
2015-04-02	Run 10,111		819.00
2015-04-03	Run 10,275		231.30
2015-04-03	Run 10,257		573.00
2015-04-03	Run 10,297		759.00
2015-04-03	Run 10,209		927.00
2015-04-03	Run 10,335		1,073.00
2015-04-04	Run 10,320		150.00
2015-04-04	Run 10,452		597.00
2015-04-04	Run 10,441		819.00
2015-04-04	Run 10,325		915.00
2015-04-05	Run 10,445		160.00
2015-04-05	Run 10,461		237.17
2015-04-05	Run 10,520		609.00
2015-04-06	Run 10,555		795.00
2015-04-06	Run 10,624		953.00
2015-04-07	Run 10,785		20.00
2015-04-07	Run 10,731		855.00
2015-04-08	Run 10,826		537.00
2015-04-08	Run 10,834		747.00
2015-04-08	Run 10,858		879.00
2015-04-09	Run 10,940		100.00
2015-04-09	Run 10,969		100.00
2015-04-09	Run 11,008		597.00
2015-04-09	Run 11,002		809.00
2015-04-09	Run 11,111		821.00
2015-04-10	Run 11,030		8.73
2015-04-10	Run 11,137		150.00
2015-04-10	Run 11,084		326.67
2015-04-10	Run 11,128		831.00
2015-04-11	Run 11,211		87.86
2015-04-11	Run 11,242		507.82
2015-04-11	Run 11,298		759.00
2015-04-13	Run 11,527		91.21
2015-04-13	Run 11,451		117.45
2015-04-13	Run 11,458		354.60
2015-04-13	Run 11,395		609.00
2015-04-13	Run 11,453		709.00
2015-04-13	Run 11,419		805.00
2015-04-13	Run 11,463		831.00
2015-04-13	Run 11,499		845.00
2015-04-14	Run 11,586		183.40
2015-04-14	Run 11,576		537.00
2015-04-15	Run 11,703		709.00
2015-04-16	Run 11,811		150.00
2015-04-16	Run 11,762		257.69
2015-04-16	Run 11,804		669.00
2015-04-17	Run 11,918		150.00

Trip Date	#	Customer	Due
2015-04-17	Run 12,186		160.00
2015-04-17	Run 13,992		485.01
2015-04-17	Run 11,849		584.69
2015-04-17	Run 13,993		705.00
2015-04-19	Run 25,458		71.91
2015-04-19	Run 12,166		90.48
2015-04-19	Run 12,051		809.00
2015-04-20	Run 12,268		86.61
2015-04-20	Run 12,220		110.00
2015-04-20	Run 12,159		250.00
2015-04-20	Run 12,345		537.00
2015-04-20	Run 12,295		759.00
2015-04-21	Run 12,410		745.00
2015-04-21	Run 12,315		809.00
2015-04-22	Run 12,472		573.00
2015-04-22	Run 12,550		771.00
2015-04-22	Run 12,512		831.00
2015-04-23	Run 12,591		400.22
2015-04-23	Run 12,644		657.00
2015-04-23	Run 12,628		747.00
2015-04-23	Run 12,624		807.00
2015-04-23	Run 12,585		821.00
2015-04-23	Run 12,629		845.00
2015-04-23	Run 12,618		855.00
2015-04-24	Run 12,667		549.00
2015-04-24	Run 12,747		561.00
2015-04-24	Run 12,722		573.00
2015-04-24	Run 12,785		653.00
2015-04-24	Run 12,697		697.00
2015-04-24	Run 12,804		721.00
2015-04-24	Run 12,765		855.00
2015-04-25	Run 12,839		72.64
2015-04-25	Run 12,820		100.22
2015-04-25	Run 12,888		541.00
2015-04-25	Run 12,889		541.00
2015-04-26	Run 13,024		150.00
2015-04-26	Run 12,988		633.00
2015-04-26	Run 12,991		869.00
2015-04-26	Run 13,005		869.00
2015-04-26	Run 12,949		917.00
2015-04-26	Run 12,937		929.00
2015-04-27	Run 13,062		192.35
2015-04-27	Run 13,126		795.00
2015-04-27	Run 13,112		821.00
2015-04-28	Run 13,158		84.52
2015-04-28	Run 13,242		98.48
2015-04-28	Run 13,186		633.00
2015-04-29	Run 13,262		74.82
2015-04-29	Run 13,324		306.17
2015-04-29	Run 13,233		537.00
2015-04-29	Run 13,322		603.00
2015-04-29	Run 13,331		733.00
2015-04-29	Run 13,226		817.00
2015-04-29	Run 13,325		819.00
2015-04-29	Run 13,315		833.00
2015-04-30	Run 13,428		181.00
2015-05-01	Run 13,555		75.00
2015-05-01	Run 13,561		91.21
2015-05-01	Run 13,455		110.00
2015-05-01	Run 13,535		110.00
2015-05-01	Run 13,529		119.40

Trip Date	#	Customer	Due
2015-05-01	Run 13,465		150.00
2015-05-01	Run 13,504		150.00
2015-05-01	Run 13,501		150.00
2015-05-01	Run 13,542		150.00
2015-05-01	Run 13,553		150.00
2015-05-01	Run 13,511		161.00
2015-05-01	Run 13,527		250.00
2015-05-01	Run 17,530		300.00
2015-05-01	Run 13,547		300.00
2015-05-01	Run 13,490		442.75
2015-05-01	Run 13,481		537.00
2015-05-01	Run 17,527		573.00
2015-05-01	Run 17,526		585.00
2015-05-01	Run 13,505		591.00
2015-05-01	Run 13,528		669.00
2015-05-01	Run 13,480		697.00
2015-05-01	Run 13,503		697.00
2015-05-01	Run 13,486		747.00
2015-05-01	Run 13,500		793.00
2015-05-01	Run 13,550		797.00
2015-05-01	Run 13,563		807.00
2015-05-01	Run 13,478		809.00
2015-05-01	Run 13,548		809.00
2015-05-01	Run 13,499		821.00
2015-05-01	Run 13,521		821.00
2015-05-01	Run 13,545		845.00
2015-05-01	Run 13,456		849.00
2015-05-01	Run 13,474		855.00
2015-05-01	Run 13,435		881.00
2015-05-01	Run 13,497		893.00
2015-05-01	Run 13,538		985.00
2015-05-01	Run 13,440		1,440.00
2015-05-02	Run 13,567		97.75
2015-05-02	Run 13,641		144.14
2015-05-02	Run 13,601		633.00
2015-05-02	Run 13,659		759.00
2015-05-02	Run 13,574		795.00
2015-05-02	Run 13,647		843.00
2015-05-02	Run 13,639		903.00
2015-05-02	Run 13,587		927.00
2015-05-02	Run 13,640		953.00
2015-05-02	Run 13,608		999.00
2015-05-03	Run 13,720		35.00
2015-05-03	Run 13,742		75.00
2015-05-03	Run 13,731		75.25
2015-05-03	Run 13,649		80.05
2015-05-03	Run 13,738		103.71
2015-05-03	Run 13,701		125.00
2015-05-03	Run 13,708		125.00
2015-05-03	Run 13,728		136.60
2015-05-03	Run 13,724		150.00
2015-05-03	Run 13,774		150.00
2015-05-03	Run 13,698		151.80
2015-05-03	Run 13,722		300.00
2015-05-03	Run 13,743		561.00
2015-05-03	Run 13,760		573.00
2015-05-03	Run 13,643		573.00
2015-05-03	Run 13,690		645.00
2015-05-03	Run 13,644		736.43
2015-05-03	Run 13,680		759.00
2015-05-03	Run 13,661		771.00

Trip Date	#	Customer	Due
2015-05-03	Run 13,674		819.00
2015-05-03	Run 13,772		843.00
2015-05-03	Run 13,730		869.29
2015-05-03	Run 13,762		905.00
2015-05-03	Run 13,745		929.00
2015-05-03	Run 13,750		953.00
2015-05-03	Run 13,737		987.00
2015-05-03	Run 13,741		1,033.00
2015-05-04	Run 13,842		74.09
2015-05-04	Run 13,792		84.23
2015-05-04	Run 13,804		88.44
2015-05-04	Run 13,803		90.33
2015-05-04	Run 13,828		93.39
2015-05-04	Run 13,836		107.40
2015-05-04	Run 13,754		109.80
2015-05-04	Run 13,889		150.00
2015-05-04	Run 13,808		150.00
2015-05-04	Run 13,856		325.46
2015-05-04	Run 13,839		444.50
2015-05-04	Run 13,887		487.00
2015-05-04	Run 13,748		561.00
2015-05-04	Run 13,850		561.00
2015-05-04	Run 13,851		561.00
2015-05-04	Run 13,805		597.00
2015-05-04	Run 13,778		618.09
2015-05-04	Run 13,872		717.00
2015-05-04	Run 13,777		747.00
2015-05-04	Run 13,844		759.00
2015-05-04	Run 13,812		759.00
2015-05-04	Run 13,798		774.27
2015-05-04	Run 13,843		781.00
2015-05-04	Run 13,809		797.00
2015-05-04	Run 13,878		819.00
2015-05-04	Run 13,814		819.00
2015-05-04	Run 13,755		831.00
2015-05-04	Run 13,870		867.00
2015-05-04	Run 13,866		893.00
2015-05-04	Run 13,820		922.00
2015-05-05	Run 13,892		81.22
2015-05-05	Run 13,944		87.43
2015-05-05	Run 13,908		99.97
2015-05-05	Run 13,893		137.19
2015-05-05	Run 13,960		150.00
2015-05-05	Run 13,977		150.00
2015-05-05	Run 13,907		150.00
2015-05-05	Run 14,432		150.00
2015-05-05	Run 13,910		154.20
2015-05-05	Run 13,965		250.00
2015-05-05	Run 13,954		250.00
2015-05-05	Run 13,963		250.00
2015-05-05	Run 13,924		250.00
2015-05-05	Run 14,434		336.43
2015-05-05	Run 13,917		355.35
2015-05-05	Run 13,972		506.67
2015-05-05	Run 13,966		549.00
2015-05-05	Run 13,968		561.00
2015-05-05	Run 13,938		561.00
2015-05-05	Run 13,981		573.00
2015-05-05	Run 13,902		573.00
2015-05-05	Run 13,948		609.00
2015-05-05	Run 13,915		609.00

Trip Date	#	Customer	Due
2015-05-05	Run 13,961		616.54
2015-05-05	Run 13,898		697.00
2015-05-05	Run 13,955		819.00
2015-05-05	Run 13,879		843.00
2015-05-05	Run 13,946		855.00
2015-05-05	Run 13,942		857.00
2015-05-05	Run 13,918		869.00
2015-05-06	Run 13,996		57.10
2015-05-06	Run 14,011		71.33
2015-05-06	Run 14,033		78.45
2015-05-06	Run 14,073		93.68
2015-05-06	Run 14,050		100.95
2015-05-06	Run 14,044		101.53
2015-05-06	Run 14,015		150.00
2015-05-06	Run 14,074		150.00
2015-05-06	Run 13,995		166.60
2015-05-06	Run 13,973		537.00
2015-05-06	Run 14,070		561.00
2015-05-06	Run 14,002		597.00
2015-05-06	Run 14,078		609.00
2015-05-06	Run 14,005		633.00
2015-05-06	Run 14,032		697.00
2015-05-06	Run 14,057		747.00
2015-05-06	Run 14,053		747.00
2015-05-06	Run 14,038		771.00
2015-05-06	Run 14,058		797.00
2015-05-06	Run 14,006		809.00
2015-05-06	Run 14,034		809.00
2015-05-06	Run 14,046		821.00
2015-05-06	Run 14,068		821.00
2015-05-06	Run 14,065		833.00
2015-05-06	Run 14,061		905.00
2015-05-06	Run 14,048		958.00
2015-05-07	Run 14,158		35.00
2015-05-07	Run 14,141		86.41
2015-05-07	Run 14,123		121.80
2015-05-07	Run 14,131		125.00
2015-05-07	Run 14,113		150.00
2015-05-07	Run 14,153		150.00
2015-05-07	Run 14,133		150.00
2015-05-07	Run 14,121		250.00
2015-05-07	Run 14,096		300.00
2015-05-07	Run 14,144		300.00
2015-05-07	Run 14,137		452.20
2015-05-07	Run 14,143		537.00
2015-05-07	Run 14,088		549.00
2015-05-07	Run 14,125		549.00
2015-05-07	Run 14,146		549.00
2015-05-07	Run 14,191		573.00
2015-05-07	Run 14,126		597.00
2015-05-07	Run 14,100		609.00
2015-05-07	Run 14,172		693.00
2015-05-07	Run 14,136		697.00
2015-05-07	Run 14,211		757.00
2015-05-07	Run 14,167		797.00
2015-05-07	Run 14,134		797.00
2015-05-07	Run 14,164		809.00
2015-05-07	Run 14,139		831.00
2015-05-08	Run 14,305		25.45
2015-05-08	Run 14,247		75.00
2015-05-08	Run 14,185		77.43

Trip Date	#	Customer	Due
2015-05-08	Run 14,304		85.97
2015-05-08	Run 14,280		86.41
2015-05-08	Run 14,281		92.08
2015-05-08	Run 14,282		125.00
2015-05-08	Run 14,239		125.00
2015-05-08	Run 14,276		125.40
2015-05-08	Run 14,283		125.40
2015-05-08	Run 14,294		125.50
2015-05-08	Run 14,219		150.00
2015-05-08	Run 14,293		150.00
2015-05-08	Run 14,333		150.00
2015-05-08	Run 14,321		250.00
2015-05-08	Run 14,309		250.00
2015-05-08	Run 14,234		250.25
2015-05-08	Run 14,192		300.00
2015-05-08	Run 14,226		567.03
2015-05-08	Run 14,273		621.00
2015-05-08	Run 14,326		633.00
2015-05-08	Run 14,251		633.00
2015-05-08	Run 14,301		697.00
2015-05-08	Run 14,231		759.00
2015-05-08	Run 14,308		759.00
2015-05-08	Run 14,491		795.00
2015-05-08	Run 14,202		809.00
2015-05-08	Run 14,241		809.00
2015-05-08	Run 14,213		817.00
2015-05-08	Run 14,232		819.00
2015-05-08	Run 14,436		819.00
2015-05-08	Run 14,302		845.00
2015-05-08	Run 14,215		869.00
2015-05-08	Run 14,292		929.00
2015-05-08	Run 14,237		958.00
2015-05-09	Run 15,404		35.00
2015-05-09	Run 14,437		82.81
2015-05-09	Run 14,496		98.19
2015-05-09	Run 14,374		100.00
2015-05-09	Run 14,369		150.00
2015-05-09	Run 14,378		150.00
2015-05-09	Run 14,348		250.00
2015-05-09	Run 14,376		250.00
2015-05-09	Run 14,307		300.00
2015-05-09	Run 14,355		322.24
2015-05-09	Run 14,342		370.17
2015-05-09	Run 14,313		537.00
2015-05-09	Run 14,372		549.00
2015-05-09	Run 14,397		597.00
2015-05-09	Run 14,356		657.00
2015-05-09	Run 14,332		681.00
2015-05-09	Run 14,371		769.00
2015-05-09	Run 14,384		795.00
2015-05-09	Run 14,314		807.00
2015-05-09	Run 14,489		819.00
2015-05-09	Run 14,390		893.00
2015-05-09	Run 14,497		915.00
2015-05-09	Run 14,406		982.00
2015-05-10	Run 14,471		74.82
2015-05-10	Run 14,455		75.00
2015-05-10	Run 14,409		79.50
2015-05-10	Run 14,410		84.23
2015-05-10	Run 14,441		104.92
2015-05-10	Run 14,482		105.89

Trip Date	#	Customer	Due
2015-05-10	Run 14,504		109.70
2015-05-10	Run 14,481		150.00
2015-05-10	Run 14,512		150.00
2015-05-10	Run 14,526		150.00
2015-05-10	Run 14,498		177.20
2015-05-10	Run 14,446		250.00
2015-05-10	Run 14,447		250.00
2015-05-10	Run 14,477		300.00
2015-05-10	Run 14,392		300.00
2015-05-10	Run 14,516		549.00
2015-05-10	Run 14,468		747.00
2015-05-10	Run 14,462		753.00
2015-05-10	Run 14,535		759.00
2015-05-10	Run 14,419		783.00
2015-05-10	Run 14,465		809.00
2015-05-10	Run 14,476		819.00
2015-05-11	Run 14,509		22.25
2015-05-11	Run 14,590		38.05
2015-05-11	Run 14,602		80.20
2015-05-11	Run 14,579		92.37
2015-05-11	Run 14,660		94.84
2015-05-11	Run 14,622		105.02
2015-05-11	Run 14,669		118.20
2015-05-11	Run 14,595		150.00
2015-05-11	Run 14,554		150.00
2015-05-11	Run 14,635		150.00
2015-05-11	Run 14,636		150.00
2015-05-11	Run 14,565		275.00
2015-05-11	Run 14,524		549.00
2015-05-11	Run 14,678		561.00
2015-05-11	Run 14,530		573.00
2015-05-11	Run 14,583		585.00
2015-05-11	Run 14,642		585.00
2015-05-11	Run 14,539		597.00
2015-05-11	Run 14,611		609.00
2015-05-11	Run 14,537		609.00
2015-05-11	Run 14,586		657.00
2015-05-11	Run 14,625		733.00
2015-05-11	Run 14,648		747.00
2015-05-11	Run 14,560		771.00
2015-05-11	Run 14,671		783.00
2015-05-11	Run 14,659		795.00
2015-05-11	Run 14,610		807.00
2015-05-11	Run 14,630		809.00
2015-05-11	Run 14,552		821.00
2015-05-11	Run 14,568		833.00
2015-05-11	Run 14,570		845.00
2015-05-11	Run 14,690		953.00
2015-05-11	Run 14,523		999.00
2015-05-11	Run 14,647		1,011.00
2015-05-11	Run 14,614		1,066.00
2015-05-12	Run 14,730		22.25
2015-05-12	Run 14,724		45.60
2015-05-12	Run 14,799		75.98
2015-05-12	Run 14,777		88.73
2015-05-12	Run 14,712		91.50
2015-05-12	Run 14,790		100.00
2015-05-12	Run 14,701		100.00
2015-05-12	Run 14,773		101.82
2015-05-12	Run 14,698		125.00
2015-05-12	Run 14,787		130.00

Trip Date	#	Customer	Due
2015-05-12	Run 14,700		150.00
2015-05-12	Run 14,721		150.00
2015-05-12	Run 14,763		150.00
2015-05-12	Run 14,802		174.23
2015-05-12	Run 14,772		196.22
2015-05-12	Run 14,718		250.00
2015-05-12	Run 14,758		493.92
2015-05-12	Run 14,793		585.00
2015-05-12	Run 14,741		585.00
2015-05-12	Run 14,736		603.00
2015-05-12	Run 14,774		609.00
2015-05-12	Run 14,682		645.00
2015-05-12	Run 14,732		645.00
2015-05-12	Run 14,791		733.00
2015-05-12	Run 14,820		753.00
2015-05-12	Run 14,798		765.00
2015-05-12	Run 14,805		783.00
2015-05-12	Run 14,719		783.00
2015-05-12	Run 14,728		795.00
2015-05-12	Run 14,717		795.00
2015-05-12	Run 14,705		807.00
2015-05-12	Run 14,691		809.00
2015-05-12	Run 14,707		821.00
2015-05-12	Run 14,666		821.00
2015-05-12	Run 14,776		833.00
2015-05-12	Run 14,734		973.00
2015-05-12	Run 14,778		987.00
2015-05-13	Run 14,825		76.13
2015-05-13	Run 15,025		80.92
2015-05-13	Run 14,878		84.95
2015-05-13	Run 14,845		93.10
2015-05-13	Run 14,867		119.40
2015-05-13	Run 14,908		150.00
2015-05-13	Run 14,851		150.00
2015-05-13	Run 14,910		250.00
2015-05-13	Run 14,796		250.00
2015-05-13	Run 14,801		537.00
2015-05-13	Run 14,886		585.00
2015-05-13	Run 14,868		585.00
2015-05-13	Run 14,895		585.00
2015-05-13	Run 14,800		657.00
2015-05-13	Run 14,901		657.00
2015-05-13	Run 14,789		675.00
2015-05-13	Run 14,906		733.00
2015-05-13	Run 14,864		747.00
2015-05-13	Run 14,902		759.00
2015-05-13	Run 14,828		759.00
2015-05-13	Run 14,903		771.00
2015-05-13	Run 14,823		771.00
2015-05-13	Run 14,860		783.00
2015-05-13	Run 14,841		807.00
2015-05-13	Run 14,827		819.00
2015-05-13	Run 14,918		833.00
2015-05-13	Run 14,879		845.00
2015-05-13	Run 14,897		929.00
2015-05-14	Run 15,004		20.00
2015-05-14	Run 14,953		55.00
2015-05-14	Run 14,932		93.39
2015-05-14	Run 14,956		125.40
2015-05-14	Run 14,928		150.00
2015-05-14	Run 14,957		150.00

Trip Date	#	Customer	Due
2015-05-14	Run 15,008		150.00
2015-05-14	Run 15,015		512.00
2015-05-14	Run 14,904		549.00
2015-05-14	Run 15,028		549.00
2015-05-14	Run 14,931		597.00
2015-05-14	Run 15,024		597.00
2015-05-14	Run 14,925		609.00
2015-05-14	Run 14,954		627.00
2015-05-14	Run 14,987		693.00
2015-05-14	Run 14,912		721.00
2015-05-14	Run 15,018		733.00
2015-05-14	Run 14,994		745.00
2015-05-14	Run 15,014		771.00
2015-05-14	Run 14,933		793.00
2015-05-14	Run 14,986		797.00
2015-05-14	Run 14,930		807.00
2015-05-14	Run 14,965		807.00
2015-05-14	Run 14,991		807.00
2015-05-14	Run 14,943		809.00
2015-05-14	Run 15,477		831.00
2015-05-14	Run 14,929		843.00
2015-05-14	Run 14,899		843.00
2015-05-14	Run 15,022		965.00
2015-05-14	Run 14,951		1,045.00
2015-05-14	Run 14,927		1,301.00
2015-05-15	Run 15,143		90.92
2015-05-15	Run 15,169		96.00
2015-05-15	Run 15,021		102.26
2015-05-15	Run 15,150		125.00
2015-05-15	Run 15,110		150.00
2015-05-15	Run 15,120		150.00
2015-05-15	Run 15,042		150.00
2015-05-15	Run 15,068		150.00
2015-05-15	Run 15,077		150.00
2015-05-15	Run 15,054		300.00
2015-05-15	Run 15,017		573.00
2015-05-15	Run 15,119		585.00
2015-05-15	Run 15,109		609.00
2015-05-15	Run 15,076		611.00
2015-05-15	Run 15,071		632.11
2015-05-15	Run 15,170		649.00
2015-05-15	Run 15,047		649.00
2015-05-15	Run 15,130		669.00
2015-05-15	Run 15,095		721.00
2015-05-15	Run 15,083		735.00
2015-05-15	Run 15,070		737.00
2015-05-15	Run 15,096		747.27
2015-05-15	Run 15,122		765.00
2015-05-15	Run 15,124		771.00
2015-05-15	Run 15,049		797.00
2015-05-15	Run 15,097		819.00
2015-05-15	Run 15,085		903.00
2015-05-15	Run 15,062		1,309.00
2015-05-16	Run 15,223		10.00
2015-05-16	Run 15,260		78.45
2015-05-16	Run 15,171		85.10
2015-05-16	Run 15,250		85.24
2015-05-16	Run 15,231		91.50
2015-05-16	Run 15,196		125.00
2015-05-16	Run 15,211		125.00
2015-05-16	Run 15,159		150.00

Trip Date	#	Customer	Due
2015-05-16	Run 15,242		250.00
2015-05-16	Run 15,186		250.00
2015-05-16	Run 15,266		300.00
2015-05-16	Run 15,251		537.00
2015-05-16	Run 15,198		537.00
2015-05-16	Run 15,228		537.00
2015-05-16	Run 15,149		549.00
2015-05-16	Run 15,275		561.00
2015-05-16	Run 15,175		573.00
2015-05-16	Run 15,147		585.00
2015-05-16	Run 15,227		597.00
2015-05-16	Run 15,180		709.00
2015-05-16	Run 15,163		747.00
2015-05-16	Run 15,157		769.00
2015-05-16	Run 15,405		771.00
2015-05-16	Run 15,187		771.00
2015-05-16	Run 15,199		771.00
2015-05-16	Run 15,262		783.00
2015-05-16	Run 15,154		807.00
2015-05-16	Run 15,204		829.00
2015-05-16	Run 15,254		857.00
2015-05-16	Run 15,239		881.00
2015-05-16	Run 15,235		881.00
2015-05-16	Run 15,153		915.00
2015-05-16	Run 15,222		917.00
2015-05-16	Run 15,156		951.00
2015-05-17	Run 15,278		86.84
2015-05-17	Run 15,280		87.14
2015-05-17	Run 15,283		93.24
2015-05-17	Run 15,340		108.80
2015-05-17	Run 15,354		110.84
2015-05-17	Run 15,349		115.11
2015-05-17	Run 15,270		150.00
2015-05-17	Run 15,281		150.00
2015-05-17	Run 15,308		150.00
2015-05-17	Run 15,359		150.00
2015-05-17	Run 15,287		173.80
2015-05-17	Run 15,396		229.82
2015-05-17	Run 15,368		300.00
2015-05-17	Run 15,373		300.00
2015-05-17	Run 15,352		429.00
2015-05-17	Run 15,371		455.78
2015-05-17	Run 15,330		549.00
2015-05-17	Run 15,329		645.00
2015-05-17	Run 15,357		693.00
2015-05-17	Run 15,376		709.00
2015-05-17	Run 15,296		771.00
2015-05-17	Run 15,320		771.00
2015-05-17	Run 15,394		771.00
2015-05-17	Run 15,332		783.00
2015-05-17	Run 15,315		795.00
2015-05-17	Run 15,344		796.00
2015-05-17	Run 15,348		809.00
2015-05-17	Run 15,350		853.00
2015-05-17	Run 15,331		867.00
2015-05-17	Run 15,355		1,049.00
2015-05-18	Run 15,449		57.30
2015-05-18	Run 15,422		84.23
2015-05-18	Run 15,425		88.01
2015-05-18	Run 15,437		90.04
2015-05-18	Run 15,457		125.00

Trip Date	#	Customer	Due
2015-05-18	Run 15,469		150.00
2015-05-18	Run 15,597		250.00
2015-05-18	Run 15,472		300.00
2015-05-18	Run 15,450		549.00
2015-05-18	Run 15,434		549.00
2015-05-18	Run 15,483		573.00
2015-05-18	Run 15,447		585.00
2015-05-18	Run 15,419		609.00
2015-05-18	Run 15,507		609.00
2015-05-18	Run 15,400		709.00
2015-05-18	Run 15,504		709.00
2015-05-18	Run 15,374		771.00
2015-05-18	Run 15,399		783.00
2015-05-18	Run 15,506		783.00
2015-05-18	Run 15,453		795.00
2015-05-18	Run 15,458		795.00
2015-05-18	Run 15,463		893.00
2015-05-19	Run 15,530		86.41
2015-05-19	Run 15,568		90.62
2015-05-19	Run 15,546		114.68
2015-05-19	Run 15,500		125.00
2015-05-19	Run 15,633		140.00
2015-05-19	Run 15,569		150.00
2015-05-19	Run 15,618		150.00
2015-05-19	Run 15,632		150.00
2015-05-19	Run 15,516		150.00
2015-05-19	Run 15,495		165.80
2015-05-19	Run 15,518		190.78
2015-05-19	Run 15,557		250.00
2015-05-19	Run 15,578		542.35
2015-05-19	Run 15,528		561.00
2015-05-19	Run 15,536		609.00
2015-05-19	Run 15,525		697.00
2015-05-19	Run 15,517		697.00
2015-05-19	Run 15,509		757.00
2015-05-19	Run 15,529		771.00
2015-05-19	Run 15,588		783.00
2015-05-19	Run 15,550		821.00
2015-05-19	Run 15,535		867.00
2015-05-19	Run 15,565		913.00
2015-05-19	Run 15,599		977.00
2015-05-20	Run 15,660		20.00
2015-05-20	Run 15,673		73.22
2015-05-20	Run 15,738		109.26
2015-05-20	Run 15,666		117.00
2015-05-20	Run 15,669		121.80
2015-05-20	Run 15,630		148.20
2015-05-20	Run 15,717		150.00
2015-05-20	Run 15,709		150.00
2015-05-20	Run 15,727		240.33
2015-05-20	Run 15,682		300.00
2015-05-20	Run 15,704		300.00
2015-05-20	Run 15,676		549.00
2015-05-20	Run 15,699		573.00
2015-05-20	Run 15,604		819.00
2015-05-20	Run 15,696		833.00
2015-05-21	Run 15,774		71.91
2015-05-21	Run 15,770		88.15
2015-05-21	Run 15,825		100.00
2015-05-21	Run 15,835		144.14
2015-05-21	Run 15,765		150.00

Trip Date	#	Customer	Due
2015-05-21	Run 15,792		150.00
2015-05-21	Run 15,771		197.08
2015-05-21	Run 15,788		300.00
2015-05-21	Run 15,819		569.00
2015-05-21	Run 15,820		569.00
2015-05-21	Run 15,781		597.00
2015-05-21	Run 15,818		629.00
2015-05-21	Run 15,821		633.00
2015-05-21	Run 15,851		633.00
2015-05-21	Run 15,749		733.00
2015-05-21	Run 15,719		781.00
2015-05-21	Run 15,772		797.00
2015-05-21	Run 15,783		905.00
2015-05-21	Run 15,777		953.00
2015-05-21	Run 15,776		1,097.00
2015-05-22	Run 15,881		81.80
2015-05-22	Run 15,869		89.03
2015-05-22	Run 15,875		89.32
2015-05-22	Run 15,939		92.08
2015-05-22	Run 15,916		92.22
2015-05-22	Run 15,891		150.00
2015-05-22	Run 15,867		300.00
2015-05-22	Run 15,925		561.00
2015-05-22	Run 15,940		621.00
2015-05-22	Run 15,963		669.00
2015-05-22	Run 15,931		687.00
2015-05-22	Run 15,930		747.00
2015-05-22	Run 15,854		759.00
2015-05-22	Run 15,877		769.00
2015-05-22	Run 15,876		771.00
2015-05-22	Run 15,951		809.00
2015-05-22	Run 15,958		819.00
2015-05-22	Run 15,920		821.00
2015-05-22	Run 15,957		903.00
2015-05-22	Run 15,912		1,177.00
2015-05-23	Run 15,979		36.61
2015-05-23	Run 15,954		72.35
2015-05-23	Run 16,021		88.01
2015-05-23	Run 15,972		92.22
2015-05-23	Run 16,069		100.00
2015-05-23	Run 16,036		124.20
2015-05-23	Run 15,975		125.00
2015-05-23	Run 15,996		125.00
2015-05-23	Run 15,928		129.00
2015-05-23	Run 15,974		150.00
2015-05-23	Run 16,024		150.00
2015-05-23	Run 16,052		150.00
2015-05-23	Run 16,126		384.83
2015-05-23	Run 15,966		425.76
2015-05-23	Run 16,010		508.42
2015-05-23	Run 16,018		549.00
2015-05-23	Run 16,034		561.00
2015-05-23	Run 15,960		621.00
2015-05-23	Run 16,038		633.00
2015-05-23	Run 15,946		658.00
2015-05-23	Run 15,970		669.00
2015-05-23	Run 16,056		685.00
2015-05-23	Run 16,189		769.00
2015-05-23	Run 15,978		771.00
2015-05-23	Run 16,124		795.00
2015-05-23	Run 16,023		807.00

Trip Date	#	Customer	Due
2015-05-23	Run 16,188		821.00
2015-05-23	Run 16,020		831.00
2015-05-23	Run 16,050		867.00
2015-05-23	Run 16,008		963.00
2015-05-24	Run 16,099		20.00
2015-05-24	Run 16,151		60.00
2015-05-24	Run 16,159		71.62
2015-05-24	Run 16,171		79.76
2015-05-24	Run 16,065		82.67
2015-05-24	Run 16,139		88.15
2015-05-24	Run 16,132		125.00
2015-05-24	Run 16,166		125.00
2015-05-24	Run 16,115		150.00
2015-05-24	Run 16,130		150.00
2015-05-24	Run 16,175		250.00
2015-05-24	Run 16,086		300.00
2015-05-24	Run 16,147		549.00
2015-05-24	Run 16,079		573.00
2015-05-24	Run 16,120		573.00
2015-05-24	Run 16,149		585.00
2015-05-24	Run 16,165		611.00
2015-05-24	Run 16,128		697.00
2015-05-24	Run 16,119		723.00
2015-05-24	Run 16,058		733.00
2015-05-24	Run 16,071		771.00
2015-05-24	Run 16,105		783.00
2015-05-24	Run 16,121		807.00
2015-05-24	Run 16,131		819.00
2015-05-24	Run 16,097		832.00
2015-05-24	Run 16,092		857.00
2015-05-24	Run 16,135		939.00
2015-05-24	Run 16,080		951.00
2015-05-25	Run 16,194		85.83
2015-05-25	Run 16,235		90.48
2015-05-25	Run 16,288		100.00
2015-05-25	Run 16,238		150.00
2015-05-25	Run 16,898		183.00
2015-05-25	Run 16,213		250.00
2015-05-25	Run 16,270		250.00
2015-05-25	Run 16,243		300.00
2015-05-25	Run 16,141		370.17
2015-05-25	Run 16,247		561.00
2015-05-25	Run 16,217		573.00
2015-05-25	Run 16,245		573.00
2015-05-25	Run 16,212		585.00
2015-05-25	Run 16,274		609.00
2015-05-25	Run 16,233		634.20
2015-05-25	Run 16,244		645.00
2015-05-25	Run 16,153		669.00
2015-05-25	Run 16,227		747.00
2015-05-25	Run 16,285		777.00
2015-05-25	Run 16,193		781.00
2015-05-25	Run 16,174		843.00
2015-05-25	Run 16,204		843.00
2015-05-25	Run 16,206		845.00
2015-05-25	Run 16,246		855.00
2015-05-25	Run 16,190		922.00
2015-05-26	Run 16,342		35.00
2015-05-26	Run 16,260		75.00
2015-05-26	Run 16,281		100.00
2015-05-26	Run 16,302		100.00

Trip Date	#	Customer	Due
2015-05-26	Run 16,382		100.00
2015-05-26	Run 16,329		136.20
2015-05-26	Run 16,334		150.00
2015-05-26	Run 16,328		250.00
2015-05-26	Run 16,303		300.00
2015-05-26	Run 16,290		537.00
2015-05-26	Run 16,359		597.00
2015-05-26	Run 16,259		717.00
2015-05-26	Run 16,297		747.00
2015-05-26	Run 16,267		781.00
2015-05-26	Run 16,298		783.00
2015-05-26	Run 16,345		869.00
2015-05-26	Run 16,308		953.00
2015-05-27	Run 16,466		57.61
2015-05-27	Run 16,415		75.00
2015-05-27	Run 16,458		85.31
2015-05-27	Run 16,392		85.39
2015-05-27	Run 16,488		99.89
2015-05-27	Run 16,398		125.00
2015-05-27	Run 16,425		150.00
2015-05-27	Run 16,433		150.00
2015-05-27	Run 16,461		150.00
2015-05-27	Run 16,441		176.20
2015-05-27	Run 16,465		300.00
2015-05-27	Run 16,429		341.16
2015-05-27	Run 16,422		537.00
2015-05-27	Run 16,478		537.00
2015-05-27	Run 16,365		549.00
2015-05-27	Run 16,453		669.00
2015-05-27	Run 16,380		681.00
2015-05-27	Run 16,496		710.08
2015-05-27	Run 16,477		721.00
2015-05-27	Run 16,434		723.00
2015-05-27	Run 16,481		753.00
2015-05-27	Run 16,396		759.00
2015-05-27	Run 16,435		772.00
2015-05-27	Run 16,460		781.00
2015-05-27	Run 16,497		795.00
2015-05-27	Run 16,401		797.00
2015-05-27	Run 16,416		813.00
2015-05-27	Run 16,471		833.00
2015-05-27	Run 16,411		941.00
2015-05-27	Run 16,366		965.00
2015-05-28	Run 16,606		20.00
2015-05-28	Run 16,548		72.20
2015-05-28	Run 16,604		76.85
2015-05-28	Run 16,575		85.24
2015-05-28	Run 16,580		85.39
2015-05-28	Run 16,563		86.70
2015-05-28	Run 16,503		87.72
2015-05-28	Run 16,514		125.00
2015-05-28	Run 16,492		150.00
2015-05-28	Run 16,521		150.00
2015-05-28	Run 16,537		150.00
2015-05-28	Run 16,577		150.00
2015-05-28	Run 16,569		150.00
2015-05-28	Run 16,482		197.40
2015-05-28	Run 16,494		197.80
2015-05-28	Run 16,542		250.00
2015-05-28	Run 16,502		300.00
2015-05-28	Run 16,524		300.00

Trip Date	#	Customer	Due
2015-05-28	Run 16,509		474.81
2015-05-28	Run 16,571		549.00
2015-05-28	Run 16,607		561.00
2015-05-28	Run 16,512		597.00
2015-05-28	Run 16,596		609.00
2015-05-28	Run 16,602		657.00
2015-05-28	Run 16,611		747.00
2015-05-28	Run 16,573		821.00
2015-05-28	Run 16,472		831.00
2015-05-28	Run 16,552		833.00
2015-05-28	Run 16,495		867.00
2015-05-29	Run 16,687		88.44
2015-05-29	Run 16,647		101.31
2015-05-29	Run 16,665		125.00
2015-05-29	Run 16,667		150.00
2015-05-29	Run 16,645		161.40
2015-05-29	Run 16,642		176.10
2015-05-29	Run 16,629		537.00
2015-05-29	Run 16,680		537.00
2015-05-29	Run 16,693		561.00
2015-05-29	Run 16,716		573.00
2015-05-29	Run 16,595		585.00
2015-05-29	Run 16,706		759.00
2015-05-29	Run 16,641		771.00
2015-05-29	Run 16,613		783.00
2015-05-29	Run 16,685		809.00
2015-05-29	Run 16,700		813.00
2015-05-29	Run 16,662		819.00
2015-05-29	Run 16,637		881.00
2015-05-29	Run 16,652		1,021.00
2015-05-29	Run 16,648		1,045.00
2015-05-30	Run 16,752		67.09
2015-05-30	Run 16,726		80.06
2015-05-30	Run 16,753		87.28
2015-05-30	Run 16,758		95.42
2015-05-30	Run 16,709		150.00
2015-05-30	Run 16,927		250.00
2015-05-30	Run 16,778		549.00
2015-05-30	Run 16,809		549.00
2015-05-30	Run 16,824		549.00
2015-05-30	Run 16,730		561.00
2015-05-30	Run 16,826		561.00
2015-05-30	Run 16,808		669.00
2015-05-30	Run 16,802		675.66
2015-05-30	Run 16,748		685.00
2015-05-30	Run 16,792		747.00
2015-05-30	Run 16,806		759.00
2015-05-30	Run 16,762		783.00
2015-05-30	Run 16,765		783.00
2015-05-30	Run 16,691		809.00
2015-05-30	Run 16,729		821.00
2015-05-30	Run 16,795		833.00
2015-05-30	Run 16,798		845.00
2015-05-30	Run 16,793		881.00
2015-05-30	Run 16,789		977.00
2015-05-30	Run 16,785		989.00
2015-05-30	Run 16,725		1,289.00
2015-05-31	Run 16,856		89.46
2015-05-31	Run 16,891		93.68
2015-05-31	Run 16,867		93.82
2015-05-31	Run 16,956		107.05

Trip Date	#	Customer	Due
2015-05-31	Run 16,902		138.60
2015-05-31	Run 16,926		150.00
2015-05-31	Run 16,931		150.00
2015-05-31	Run 16,886		150.00
2015-05-31	Run 16,822		150.00
2015-05-31	Run 16,858		250.00
2015-05-31	Run 16,816		476.65
2015-05-31	Run 16,932		561.00
2015-05-31	Run 16,924		561.00
2015-05-31	Run 16,848		561.00
2015-05-31	Run 16,821		561.00
2015-05-31	Run 16,897		597.00
2015-05-31	Run 16,875		609.00
2015-05-31	Run 16,818		633.00
2015-05-31	Run 16,899		717.00
2015-05-31	Run 16,863		747.00
2015-05-31	Run 16,862		747.00
2015-05-31	Run 16,882		783.00
2015-05-31	Run 16,955		795.00
2015-05-31	Run 16,840		795.00
2015-05-31	Run 16,850		795.00
2015-05-31	Run 16,892		819.00
2015-05-31	Run 16,909		833.00
2015-05-31	Run 16,803		869.00
2015-05-31	Run 16,900		929.00
2015-05-31	Run 16,847		939.00
2015-06-01	Run 17,057		20.00
2015-06-01	Run 16,994		79.18
2015-06-01	Run 16,971		84.66
2015-06-01	Run 17,032		87.72
2015-06-01	Run 16,989		89.32
2015-06-01	Run 17,091		92.51
2015-06-01	Run 17,013		92.66
2015-06-01	Run 16,969		110.60
2015-06-01	Run 16,957		150.00
2015-06-01	Run 17,035		150.00
2015-06-01	Run 16,996		150.60
2015-06-01	Run 17,049		250.00
2015-06-01	Run 16,938		549.00
2015-06-01	Run 16,974		585.00
2015-06-01	Run 17,054		633.00
2015-06-01	Run 16,982		709.00
2015-06-01	Run 16,988		733.00
2015-06-01	Run 17,019		749.00
2015-06-01	Run 17,040		759.00
2015-06-01	Run 17,026		771.00
2015-06-01	Run 17,028		781.00
2015-06-01	Run 16,999		819.00
2015-06-01	Run 16,961		821.00
2015-06-01	Run 17,039		821.00
2015-06-01	Run 17,001		845.00
2015-06-01	Run 17,107		869.00
2015-06-02	Run 17,074		25.00
2015-06-02	Run 17,143		88.30
2015-06-02	Run 17,155		90.48
2015-06-02	Run 17,153		150.00
2015-06-02	Run 17,241		150.00
2015-06-02	Run 17,129		158.60
2015-06-02	Run 17,079		200.00
2015-06-02	Run 17,171		250.00
2015-06-02	Run 17,075		300.00

Trip Date	#	Customer	Due
2015-06-02	Run 17,097		300.00
2015-06-02	Run 17,080		363.82
2015-06-02	Run 17,166		549.00
2015-06-02	Run 17,142		561.00
2015-06-02	Run 17,176		561.00
2015-06-02	Run 17,193		561.00
2015-06-02	Run 17,083		573.00
2015-06-02	Run 17,186		657.00
2015-06-02	Run 17,100		759.00
2015-06-02	Run 17,156		781.00
2015-06-02	Run 17,183		781.00
2015-06-02	Run 17,242		809.00
2015-06-02	Run 17,137		821.00
2015-06-02	Run 17,179		831.00
2015-06-02	Run 17,048		845.00
2015-06-02	Run 17,172		857.00
2015-06-03	Run 17,229		35.00
2015-06-03	Run 17,270		75.98
2015-06-03	Run 17,306		78.74
2015-06-03	Run 17,263		85.54
2015-06-03	Run 17,192		86.41
2015-06-03	Run 17,310		87.72
2015-06-03	Run 17,232		88.15
2015-06-03	Run 17,230		90.62
2015-06-03	Run 17,216		120.00
2015-06-03	Run 17,325		150.00
2015-06-03	Run 17,266		150.00
2015-06-03	Run 17,290		150.00
2015-06-03	Run 17,201		561.00
2015-06-03	Run 17,313		573.00
2015-06-03	Run 17,289		573.00
2015-06-03	Run 17,185		609.00
2015-06-03	Run 17,305		609.00
2015-06-03	Run 17,228		633.00
2015-06-03	Run 17,250		721.00
2015-06-03	Run 17,215		831.00
2015-06-03	Run 17,237		831.00
2015-06-03	Run 17,244		831.00
2015-06-03	Run 17,267		879.00
2015-06-03	Run 17,282		887.58
2015-06-03	Run 17,286		915.00
2015-06-03	Run 17,335		941.00
2015-06-04	Run 17,389		87.72
2015-06-04	Run 17,343		98.91
2015-06-04	Run 17,412		105.46
2015-06-04	Run 17,435		125.00
2015-06-04	Run 17,382		150.00
2015-06-04	Run 17,385		150.00
2015-06-04	Run 17,357		225.00
2015-06-04	Run 17,399		250.00
2015-06-04	Run 17,354		300.00
2015-06-04	Run 17,362		533.00
2015-06-04	Run 17,402		561.00
2015-06-04	Run 17,344		573.00
2015-06-04	Run 17,360		593.00
2015-06-04	Run 17,299		609.00
2015-06-04	Run 17,419		705.00
2015-06-04	Run 17,452		783.00
2015-06-04	Run 17,364		785.00
2015-06-04	Run 17,308		809.00
2015-06-04	Run 17,425		809.00

Trip Date	#	Customer	Due
2015-06-04	Run 17,387		819.00
2015-06-04	Run 17,367		910.00
2015-06-04	Run 17,426		917.00
2015-06-05	Run 17,548		74.82
2015-06-05	Run 17,474		75.25
2015-06-05	Run 17,518		98.04
2015-06-05	Run 17,479		125.00
2015-06-05	Run 17,539		136.20
2015-06-05	Run 17,427		150.00
2015-06-05	Run 17,494		150.00
2015-06-05	Run 17,556		249.40
2015-06-05	Run 17,464		250.00
2015-06-05	Run 17,546		537.00
2015-06-05	Run 17,756		549.00
2015-06-05	Run 17,451		561.00
2015-06-05	Run 17,442		573.00
2015-06-05	Run 17,543		585.00
2015-06-05	Run 17,552		597.00
2015-06-05	Run 17,755		633.00
2015-06-05	Run 17,443		637.00
2015-06-05	Run 17,947		711.00
2015-06-05	Run 17,438		747.00
2015-06-05	Run 17,503		747.00
2015-06-05	Run 17,481		757.00
2015-06-05	Run 17,589		795.00
2015-06-05	Run 17,523		797.00
2015-06-05	Run 17,522		819.00
2015-06-05	Run 17,571		869.00
2015-06-05	Run 17,802		877.00
2015-06-05	Run 17,428		881.00
2015-06-05	Run 17,511		881.00
2015-06-05	Run 17,496		965.00
2015-06-05	Run 17,559		1,231.00
2015-06-06	Run 17,642		57.10
2015-06-06	Run 17,674		75.54
2015-06-06	Run 17,606		85.97
2015-06-06	Run 17,613		98.48
2015-06-06	Run 17,641		104.29
2015-06-06	Run 17,636		123.40
2015-06-06	Run 17,650		124.20
2015-06-06	Run 17,677		124.20
2015-06-06	Run 17,689		125.00
2015-06-06	Run 17,654		150.00
2015-06-06	Run 17,655		150.00
2015-06-06	Run 17,590		150.00
2015-06-06	Run 17,605		150.00
2015-06-06	Run 17,612		150.00
2015-06-06	Run 17,648		250.00
2015-06-06	Run 17,574		300.00
2015-06-06	Run 17,623		341.16
2015-06-06	Run 17,558		445.72
2015-06-06	Run 17,702		537.00
2015-06-06	Run 17,586		549.00
2015-06-06	Run 17,568		561.00
2015-06-06	Run 17,683		573.00
2015-06-06	Run 17,616		573.00
2015-06-06	Run 17,578		729.00
2015-06-06	Run 17,579		769.00
2015-06-06	Run 17,668		769.00
2015-06-06	Run 17,667		795.00
2015-06-06	Run 17,666		807.00

Trip Date	#	Customer	Due
2015-06-06	Run 17,566		817.00
2015-06-06	Run 17,580		833.00
2015-06-06	Run 17,622		845.00
2015-06-06	Run 17,573		862.00
2015-06-06	Run 17,647		869.00
2015-06-06	Run 17,651		881.00
2015-06-06	Run 17,701		893.00
2015-06-06	Run 17,810		1,006.60
2015-06-06	Run 17,765		1,033.00
2015-06-07	Run 17,715		20.00
2015-06-07	Run 17,748		33.57
2015-06-07	Run 17,695		83.50
2015-06-07	Run 17,804		85.68
2015-06-07	Run 17,750		90.04
2015-06-07	Run 17,771		93.10
2015-06-07	Run 17,763		125.00
2015-06-07	Run 17,773		130.00
2015-06-07	Run 17,738		150.00
2015-06-07	Run 17,739		150.00
2015-06-07	Run 17,760		150.00
2015-06-07	Run 17,747		289.80
2015-06-07	Run 17,754		388.46
2015-06-07	Run 17,783		537.00
2015-06-07	Run 17,685		573.00
2015-06-07	Run 17,786		573.00
2015-06-07	Run 17,785		597.00
2015-06-07	Run 17,798		597.00
2015-06-07	Run 17,694		721.00
2015-06-07	Run 17,737		747.00
2015-06-07	Run 17,690		759.00
2015-06-07	Run 17,693		759.00
2015-06-07	Run 17,758		777.00
2015-06-07	Run 17,692		819.00
2015-06-07	Run 17,703		819.00
2015-06-07	Run 17,777		821.00
2015-06-07	Run 17,724		869.00
2015-06-07	Run 17,792		905.00
2015-06-07	Run 17,745		917.00
2015-06-07	Run 17,746		941.00
2015-06-08	Run 17,832		33.57
2015-06-08	Run 17,925		75.84
2015-06-08	Run 17,838		88.73
2015-06-08	Run 17,794		90.48
2015-06-08	Run 17,876		92.81
2015-06-08	Run 17,831		112.20
2015-06-08	Run 17,875		150.00
2015-06-08	Run 17,835		160.00
2015-06-08	Run 17,887		175.80
2015-06-08	Run 17,807		537.00
2015-06-08	Run 17,837		537.00
2015-06-08	Run 17,882		549.00
2015-06-08	Run 17,951		549.00
2015-06-08	Run 17,861		561.00
2015-06-08	Run 17,907		649.00
2015-06-08	Run 17,914		759.00
2015-06-08	Run 17,872		821.00
2015-06-08	Run 17,845		843.00
2015-06-08	Run 17,900		851.00
2015-06-08	Run 17,846		915.00
2015-06-08	Run 17,893		1,071.00
2015-06-09	Run 18,064		35.00

Trip Date	#	Customer	Due
2015-06-09	Run 18,050		74.09
2015-06-09	Run 18,039		100.00
2015-06-09	Run 18,041		100.00
2015-06-09	Run 17,937		107.05
2015-06-09	Run 18,002		133.80
2015-06-09	Run 17,972		207.35
2015-06-09	Run 18,001		250.00
2015-06-09	Run 17,999		250.00
2015-06-09	Run 17,936		300.00
2015-06-09	Run 17,975		585.00
2015-06-09	Run 17,995		621.00
2015-06-09	Run 18,036		658.00
2015-06-09	Run 18,016		669.00
2015-06-09	Run 18,048		693.00
2015-06-09	Run 18,047		697.00
2015-06-09	Run 18,044		759.00
2015-06-09	Run 18,051		771.00
2015-06-09	Run 17,986		833.00
2015-06-09	Run 17,911		845.00
2015-06-09	Run 17,916		862.00
2015-06-09	Run 18,003		869.00
2015-06-09	Run 17,988		891.00
2015-06-10	Run 18,088		24.44
2015-06-10	Run 18,428		84.52
2015-06-10	Run 18,096		84.81
2015-06-10	Run 18,066		87.14
2015-06-10	Run 18,100		125.00
2015-06-10	Run 18,086		150.00
2015-06-10	Run 18,156		150.00
2015-06-10	Run 18,170		150.00
2015-06-10	Run 18,093		150.00
2015-06-10	Run 18,172		159.00
2015-06-10	Run 18,080		184.22
2015-06-10	Run 18,072		220.73
2015-06-10	Run 18,427		238.50
2015-06-10	Run 18,149		250.00
2015-06-10	Run 18,091		300.00
2015-06-10	Run 18,077		549.00
2015-06-10	Run 18,128		573.00
2015-06-10	Run 18,162		597.00
2015-06-10	Run 18,089		711.00
2015-06-10	Run 18,057		733.00
2015-06-10	Run 18,168		747.00
2015-06-10	Run 18,079		759.00
2015-06-10	Run 18,150		821.00
2015-06-10	Run 18,081		833.00
2015-06-10	Run 18,177		869.00
2015-06-10	Run 18,122		893.00
2015-06-10	Run 18,103		929.00
2015-06-11	Run 18,199		86.99
2015-06-11	Run 18,188		87.28
2015-06-11	Run 18,250		88.01
2015-06-11	Run 18,214		95.28
2015-06-11	Run 18,263		104.58
2015-06-11	Run 18,216		106.80
2015-06-11	Run 18,226		150.00
2015-06-11	Run 18,238		150.00
2015-06-11	Run 18,252		150.00
2015-06-11	Run 18,249		250.00
2015-06-11	Run 18,257		250.00
2015-06-11	Run 18,262		300.00

Trip Date	#	Customer	Due
2015-06-11	Run 18,200		585.00
2015-06-11	Run 18,164		597.00
2015-06-11	Run 18,163		609.00
2015-06-11	Run 18,217		673.00
2015-06-11	Run 18,224		733.00
2015-06-11	Run 18,166		771.00
2015-06-11	Run 18,297		797.00
2015-06-11	Run 18,649		809.00
2015-06-11	Run 18,153		813.00
2015-06-11	Run 18,161		821.00
2015-06-12	Run 18,305		35.00
2015-06-12	Run 18,299		65.00
2015-06-12	Run 18,291		75.00
2015-06-12	Run 18,347		75.25
2015-06-12	Run 18,294		89.03
2015-06-12	Run 18,328		93.10
2015-06-12	Run 18,309		106.81
2015-06-12	Run 18,282		125.00
2015-06-12	Run 18,289		125.00
2015-06-12	Run 18,277		150.00
2015-06-12	Run 18,293		150.00
2015-06-12	Run 18,330		150.00
2015-06-12	Run 18,387		150.00
2015-06-12	Run 18,325		182.89
2015-06-12	Run 18,274		200.00
2015-06-12	Run 18,269		300.00
2015-06-12	Run 18,295		322.24
2015-06-12	Run 18,351		519.40
2015-06-12	Run 18,292		549.00
2015-06-12	Run 18,381		549.00
2015-06-12	Run 18,382		573.00
2015-06-12	Run 18,267		585.00
2015-06-12	Run 18,345		759.00
2015-06-12	Run 18,284		819.00
2015-06-12	Run 18,373		831.00
2015-06-12	Run 18,324		985.00
2015-06-13	Run 18,493		82.10
2015-06-13	Run 18,512		100.00
2015-06-13	Run 18,412		119.40
2015-06-13	Run 18,383		150.00
2015-06-13	Run 18,421		150.00
2015-06-13	Run 18,436		150.00
2015-06-13	Run 18,523		250.00
2015-06-13	Run 18,363		269.20
2015-06-13	Run 18,414		300.00
2015-06-13	Run 18,391		537.00
2015-06-13	Run 18,393		561.00
2015-06-13	Run 18,501		561.00
2015-06-13	Run 18,497		561.00
2015-06-13	Run 18,377		585.00
2015-06-13	Run 18,397		585.00
2015-06-13	Run 18,495		621.00
2015-06-13	Run 18,502		669.00
2015-06-13	Run 18,491		757.00
2015-06-13	Run 18,473		783.00
2015-06-13	Run 18,452		783.00
2015-06-13	Run 18,459		783.00
2015-06-13	Run 18,422		821.00
2015-06-13	Run 18,457		879.00
2015-06-13	Run 18,449		951.00
2015-06-14	Run 18,537		35.00

Trip Date	#	Customer	Due
2015-06-14	Run 18,593		90.92
2015-06-14	Run 18,556		108.80
2015-06-14	Run 18,524		109.80
2015-06-14	Run 18,532		110.00
2015-06-14	Run 18,568		150.00
2015-06-14	Run 18,551		250.00
2015-06-14	Run 18,583		561.00
2015-06-14	Run 18,541		561.00
2015-06-14	Run 18,540		585.00
2015-06-14	Run 19,875		669.00
2015-06-14	Run 18,577		719.00
2015-06-14	Run 18,519		721.00
2015-06-14	Run 18,515		733.00
2015-06-14	Run 18,528		747.00
2015-06-14	Run 18,579		793.00
2015-06-14	Run 18,561		809.00
2015-06-14	Run 18,505		848.00
2015-06-14	Run 18,588		855.00
2015-06-14	Run 18,543		913.00
2015-06-14	Run 18,549		941.00
2015-06-14	Run 18,550		961.00
2015-06-15	Run 18,745		17.19
2015-06-15	Run 18,695		35.00
2015-06-15	Run 18,666		57.10
2015-06-15	Run 18,725		63.30
2015-06-15	Run 18,682		76.82
2015-06-15	Run 18,738		88.88
2015-06-15	Run 18,629		91.21
2015-06-15	Run 18,632		92.22
2015-06-15	Run 18,704		106.76
2015-06-15	Run 18,639		112.20
2015-06-15	Run 18,637		119.40
2015-06-15	Run 18,712		125.00
2015-06-15	Run 18,726		150.00
2015-06-15	Run 18,675		150.00
2015-06-15	Run 18,707		150.00
2015-06-15	Run 18,643		253.50
2015-06-15	Run 18,696		300.00
2015-06-15	Run 18,628		537.00
2015-06-15	Run 18,703		537.00
2015-06-15	Run 18,603		537.00
2015-06-15	Run 18,691		549.00
2015-06-15	Run 18,727		573.00
2015-06-15	Run 18,671		585.00
2015-06-15	Run 18,605		681.00
2015-06-15	Run 18,697		697.00
2015-06-15	Run 18,615		709.00
2015-06-15	Run 18,836		729.00
2015-06-15	Run 18,672		733.00
2015-06-15	Run 18,651		748.60
2015-06-15	Run 18,642		759.00
2015-06-15	Run 18,667		795.00
2015-06-15	Run 18,681		807.00
2015-06-15	Run 18,861		807.00
2015-06-15	Run 18,735		817.00
2015-06-15	Run 18,634		821.00
2015-06-15	Run 18,684		821.00
2015-06-15	Run 18,604		845.00
2015-06-15	Run 18,869		845.00
2015-06-15	Run 18,686		879.00
2015-06-16	Run 18,814		20.00

Trip Date	#	Customer	Due
2015-06-16	Run 18,788		98.27
2015-06-16	Run 18,716		125.00
2015-06-16	Run 18,731		150.00
2015-06-16	Run 18,820		150.00
2015-06-16	Run 18,724		250.00
2015-06-16	Run 18,832		250.00
2015-06-16	Run 18,849		328.23
2015-06-16	Run 18,784		350.70
2015-06-16	Run 18,728		549.00
2015-06-16	Run 18,840		573.00
2015-06-16	Run 18,780		661.00
2015-06-16	Run 18,753		733.00
2015-06-16	Run 18,833		771.00
2015-06-16	Run 18,811		807.00
2015-06-16	Run 18,789		845.00
2015-06-16	Run 18,871		869.00
2015-06-16	Run 18,847		879.00
2015-06-17	Run 18,923		75.00
2015-06-17	Run 18,913		89.32
2015-06-17	Run 18,927		89.46
2015-06-17	Run 18,907		95.57
2015-06-17	Run 18,880		98.77
2015-06-17	Run 18,946		100.00
2015-06-17	Run 18,934		125.00
2015-06-17	Run 18,999		125.00
2015-06-17	Run 18,892		136.20
2015-06-17	Run 18,872		150.00
2015-06-17	Run 18,888		150.00
2015-06-17	Run 18,937		164.20
2015-06-17	Run 18,899		175.00
2015-06-17	Run 18,865		278.95
2015-06-17	Run 18,956		407.40
2015-06-17	Run 19,884		441.97
2015-06-17	Run 18,890		561.00
2015-06-17	Run 18,902		573.00
2015-06-17	Run 18,922		573.00
2015-06-17	Run 18,834		621.00
2015-06-17	Run 18,842		699.00
2015-06-17	Run 18,945		722.24
2015-06-17	Run 18,825		733.00
2015-06-17	Run 18,885		745.00
2015-06-17	Run 18,877		747.00
2015-06-17	Run 18,951		771.00
2015-06-17	Run 18,936		783.00
2015-06-17	Run 18,878		795.00
2015-06-17	Run 18,901		809.00
2015-06-17	Run 18,973		831.00
2015-06-17	Run 18,954		833.00
2015-06-17	Run 18,993		843.00
2015-06-17	Run 18,904		855.00
2015-06-17	Run 18,981		893.00
2015-06-17	Run 18,924		893.00
2015-06-17	Run 18,886		941.00
2015-06-17	Run 18,978		975.00
2015-06-18	Run 19,047		73.80
2015-06-18	Run 19,065		79.32
2015-06-18	Run 19,116		91.35
2015-06-18	Run 19,097		98.04
2015-06-18	Run 19,037		119.40
2015-06-18	Run 19,079		121.80
2015-06-18	Run 18,968		124.20

Trip Date	#	Customer	Due
2015-06-18	Run 19,002		150.00
2015-06-18	Run 19,030		150.00
2015-06-18	Run 19,084		150.00
2015-06-18	Run 19,073		150.00
2015-06-18	Run 19,083		150.00
2015-06-18	Run 19,090		156.60
2015-06-18	Run 19,038		158.60
2015-06-18	Run 19,057		190.00
2015-06-18	Run 19,016		300.00
2015-06-18	Run 19,092		410.08
2015-06-18	Run 19,096		549.00
2015-06-18	Run 19,026		609.00
2015-06-18	Run 19,105		615.00
2015-06-18	Run 19,008		741.00
2015-06-18	Run 19,041		769.00
2015-06-18	Run 19,055		797.00
2015-06-18	Run 19,040		819.00
2015-06-18	Run 19,054		821.00
2015-06-18	Run 19,020		881.00
2015-06-18	Run 19,114		915.00
2015-06-19	Run 19,138		35.00
2015-06-19	Run 19,142		73.65
2015-06-19	Run 19,117		75.98
2015-06-19	Run 19,198		86.41
2015-06-19	Run 19,136		88.01
2015-06-19	Run 19,160		89.32
2015-06-19	Run 19,100		89.90
2015-06-19	Run 19,182		100.00
2015-06-19	Run 19,207		104.29
2015-06-19	Run 19,236		131.40
2015-06-19	Run 19,349		132.19
2015-06-19	Run 19,252		150.00
2015-06-19	Run 19,214		150.00
2015-06-19	Run 19,327		150.00
2015-06-19	Run 19,326		249.30
2015-06-19	Run 19,211		291.16
2015-06-19	Run 19,217		300.00
2015-06-19	Run 19,112		379.00
2015-06-19	Run 19,350		549.00
2015-06-19	Run 19,098		573.00
2015-06-19	Run 19,220		585.00
2015-06-19	Run 19,151		645.00
2015-06-19	Run 19,233		669.00
2015-06-19	Run 19,195		733.00
2015-06-19	Run 19,251		745.00
2015-06-19	Run 19,209		747.00
2015-06-19	Run 19,085		769.00
2015-06-19	Run 19,186		797.00
2015-06-19	Run 19,250		831.00
2015-06-19	Run 19,157		833.00
2015-06-19	Run 19,169		845.00
2015-06-19	Run 19,242		869.00
2015-06-19	Run 19,178		965.00
2015-06-20	Run 19,277		20.00
2015-06-20	Run 20,362		54.90
2015-06-20	Run 19,344		65.80
2015-06-20	Run 19,259		73.65
2015-06-20	Run 19,321		80.34
2015-06-20	Run 19,261		81.65
2015-06-20	Run 19,309		85.68
2015-06-20	Run 19,279		89.03

Trip Date	#	Customer	Due
2015-06-20	Run 19,314		103.86
2015-06-20	Run 19,274		150.00
2015-06-20	Run 19,267		150.00
2015-06-20	Run 19,263		250.00
2015-06-20	Run 19,283		336.43
2015-06-20	Run 19,322		394.28
2015-06-20	Run 19,262		518.51
2015-06-20	Run 19,296		537.00
2015-06-20	Run 19,276		561.00
2015-06-20	Run 19,243		609.00
2015-06-20	Run 19,336		697.00
2015-06-20	Run 19,358		731.00
2015-06-20	Run 19,335		765.00
2015-06-20	Run 19,229		783.00
2015-06-20	Run 19,298		795.00
2015-06-20	Run 19,304		817.00
2015-06-20	Run 19,232		857.00
2015-06-20	Run 19,490		869.00
2015-06-20	Run 19,308		953.00
2015-06-20	Run 19,360		965.00
2015-06-21	Run 19,423		49.76
2015-06-21	Run 19,417		87.28
2015-06-21	Run 19,433		87.43
2015-06-21	Run 19,368		90.33
2015-06-21	Run 19,431		101.97
2015-06-21	Run 19,383		108.22
2015-06-21	Run 19,429		119.25
2015-06-21	Run 19,481		150.00
2015-06-21	Run 19,483		150.00
2015-06-21	Run 19,396		150.00
2015-06-21	Run 19,434		150.00
2015-06-21	Run 19,437		300.00
2015-06-21	Run 19,491		537.00
2015-06-21	Run 19,382		541.14
2015-06-21	Run 19,392		549.00
2015-06-21	Run 19,473		561.00
2015-06-21	Run 19,346		561.00
2015-06-21	Run 19,348		585.00
2015-06-21	Run 19,469		633.00
2015-06-21	Run 19,419		647.00
2015-06-21	Run 19,459		657.00
2015-06-21	Run 19,435		657.00
2015-06-21	Run 19,432		747.00
2015-06-21	Run 19,443		747.00
2015-06-21	Run 19,343		771.00
2015-06-21	Run 19,376		795.00
2015-06-21	Run 19,365		843.00
2015-06-21	Run 19,430		869.00
2015-06-21	Run 19,425		893.00
2015-06-21	Run 19,439		905.00
2015-06-22	Run 19,623		84.22
2015-06-22	Run 19,480		89.32
2015-06-22	Run 19,519		90.04
2015-06-22	Run 19,578		91.50
2015-06-22	Run 19,503		92.66
2015-06-22	Run 19,462		95.57
2015-06-22	Run 19,497		96.00
2015-06-22	Run 19,551		100.00
2015-06-22	Run 19,579		100.00
2015-06-22	Run 19,510		150.00
2015-06-22	Run 19,606		150.00

Trip Date	#	Customer	Due
2015-06-22	Run 19,622		160.00
2015-06-22	Run 20,118		573.00
2015-06-22	Run 19,489		697.00
2015-06-22	Run 19,529		783.00
2015-06-22	Run 19,561		795.00
2015-06-22	Run 19,543		797.00
2015-06-22	Run 19,559		819.00
2015-06-22	Run 19,625		821.00
2015-06-22	Run 19,619		831.00
2015-06-22	Run 19,454		869.00
2015-06-22	Run 19,518		891.00
2015-06-22	Run 19,525		893.00
2015-06-22	Run 19,567		905.00
2015-06-22	Run 19,589		910.00
2015-06-22	Run 19,541		917.00
2015-06-22	Run 19,570		953.00
2015-06-22	Run 19,598		1,143.00
2015-06-23	Run 19,749		84.37
2015-06-23	Run 19,665		87.57
2015-06-23	Run 19,684		88.73
2015-06-23	Run 19,724		90.19
2015-06-23	Run 19,699		90.77
2015-06-23	Run 19,656		150.00
2015-06-23	Run 19,649		150.00
2015-06-23	Run 19,640		150.00
2015-06-23	Run 19,696		161.40
2015-06-23	Run 19,643		402.31
2015-06-23	Run 19,644		537.00
2015-06-23	Run 19,588		561.00
2015-06-23	Run 19,663		597.00
2015-06-23	Run 19,739		709.00
2015-06-23	Run 19,703		710.08
2015-06-23	Run 19,713		771.00
2015-06-23	Run 19,738		783.00
2015-06-23	Run 19,628		819.00
2015-06-23	Run 19,715		821.00
2015-06-23	Run 19,653		843.00
2015-06-23	Run 19,748		905.00
2015-06-23	Run 19,642		939.00
2015-06-24	Run 19,849		18.00
2015-06-24	Run 19,791		20.00
2015-06-24	Run 19,829		46.68
2015-06-24	Run 19,799		86.30
2015-06-24	Run 19,807		89.17
2015-06-24	Run 19,779		90.92
2015-06-24	Run 19,802		110.00
2015-06-24	Run 19,722		125.00
2015-06-24	Run 19,752		150.00
2015-06-24	Run 19,761		150.00
2015-06-24	Run 19,839		150.00
2015-06-24	Run 19,852		300.00
2015-06-24	Run 19,853		310.08
2015-06-24	Run 19,800		388.46
2015-06-24	Run 19,862		549.00
2015-06-24	Run 19,767		561.00
2015-06-24	Run 19,780		561.00
2015-06-24	Run 19,832		567.00
2015-06-24	Run 19,801		585.00
2015-06-24	Run 19,824		615.00
2015-06-24	Run 19,834		627.00
2015-06-24	Run 19,863		657.00

Trip Date	#	Customer	Due
2015-06-24	Run 19,729		771.00
2015-06-24	Run 19,825		775.00
2015-06-24	Run 19,812		797.00
2015-06-24	Run 19,734		819.00
2015-06-24	Run 19,771		819.00
2015-06-24	Run 19,808		829.00
2015-06-24	Run 19,806		831.00
2015-06-24	Run 19,777		869.00
2015-06-24	Run 19,816		879.00
2015-06-24	Run 19,719		903.00
2015-06-24	Run 19,745		965.00
2015-06-25	Run 19,903		42.10
2015-06-25	Run 19,930		84.56
2015-06-25	Run 19,931		85.39
2015-06-25	Run 19,896		150.00
2015-06-25	Run 19,957		150.00
2015-06-25	Run 19,943		200.00
2015-06-25	Run 19,870		337.25
2015-06-25	Run 19,970		537.00
2015-06-25	Run 19,958		549.00
2015-06-25	Run 19,947		597.00
2015-06-25	Run 19,927		681.00
2015-06-25	Run 19,916		759.00
2015-06-25	Run 19,921		771.00
2015-06-25	Run 19,976		795.00
2015-06-25	Run 19,982		819.00
2015-06-25	Run 19,895		833.00
2015-06-25	Run 19,977		905.00
2015-06-25	Run 19,920		915.00
2015-06-26	Run 20,002		88.88
2015-06-26	Run 20,104		89.46
2015-06-26	Run 20,094		94.84
2015-06-26	Run 20,060		100.00
2015-06-26	Run 20,076		111.00
2015-06-26	Run 20,056		114.60
2015-06-26	Run 20,098		119.27
2015-06-26	Run 20,057		150.00
2015-06-26	Run 20,010		150.00
2015-06-26	Run 19,984		245.35
2015-06-26	Run 20,015		250.00
2015-06-26	Run 20,066		331.70
2015-06-26	Run 20,023		512.85
2015-06-26	Run 20,029		549.00
2015-06-26	Run 20,006		561.00
2015-06-26	Run 20,061		573.00
2015-06-26	Run 20,069		573.00
2015-06-26	Run 19,978		633.00
2015-06-26	Run 19,983		699.00
2015-06-26	Run 20,031		721.00
2015-06-26	Run 20,137		745.00
2015-06-26	Run 19,971		745.00
2015-06-26	Run 20,058		819.00
2015-06-26	Run 20,059		821.50
2015-06-26	Run 20,017		831.00
2015-06-26	Run 20,067		845.00
2015-06-26	Run 19,993		867.00
2015-06-26	Run 20,007		891.00
2015-06-26	Run 20,036		937.00
2015-06-27	Run 20,203		79.50
2015-06-27	Run 20,179		85.39
2015-06-27	Run 20,192		86.84

Trip Date	#	Customer	Due
2015-06-27	Run 20,128		98.62
2015-06-27	Run 20,207		110.00
2015-06-27	Run 20,086		150.00
2015-06-27	Run 20,124		150.00
2015-06-27	Run 20,157		150.00
2015-06-27	Run 20,184		150.00
2015-06-27	Run 20,130		240.62
2015-06-27	Run 20,152		250.00
2015-06-27	Run 20,194		250.00
2015-06-27	Run 20,209		300.00
2015-06-27	Run 20,215		300.00
2015-06-27	Run 20,136		542.35
2015-06-27	Run 20,131		561.00
2015-06-27	Run 20,227		597.00
2015-06-27	Run 20,103		609.00
2015-06-27	Run 20,163		721.00
2015-06-27	Run 20,171		721.00
2015-06-27	Run 20,112		733.00
2015-06-27	Run 20,230		759.00
2015-06-27	Run 20,202		759.00
2015-06-27	Run 20,238		779.00
2015-06-27	Run 20,168		783.00
2015-06-27	Run 20,129		795.00
2015-06-27	Run 20,146		809.00
2015-06-27	Run 20,206		833.00
2015-06-27	Run 20,160		893.00
2015-06-27	Run 20,139		898.00
2015-06-27	Run 20,198		922.00
2015-06-27	Run 20,155		1,037.00
2015-06-28	Run 20,299		22.25
2015-06-28	Run 20,314		60.00
2015-06-28	Run 20,259		75.11
2015-06-28	Run 20,333		83.83
2015-06-28	Run 20,295		84.37
2015-06-28	Run 20,311		88.01
2015-06-28	Run 20,274		91.21
2015-06-28	Run 20,248		91.93
2015-06-28	Run 20,279		125.00
2015-06-28	Run 20,262		125.00
2015-06-28	Run 20,283		150.00
2015-06-28	Run 20,326		150.00
2015-06-28	Run 20,307		150.00
2015-06-28	Run 20,253		150.00
2015-06-28	Run 20,264		232.55
2015-06-28	Run 20,281		549.00
2015-06-28	Run 20,235		549.00
2015-06-28	Run 20,272		597.00
2015-06-28	Run 20,258		609.00
2015-06-28	Run 20,271		661.00
2015-06-28	Run 20,226		745.00
2015-06-28	Run 20,220		795.00
2015-06-28	Run 20,276		797.00
2015-06-28	Run 20,247		809.00
2015-06-28	Run 20,287		819.00
2015-06-28	Run 20,324		829.00
2015-06-28	Run 20,221		831.00
2015-06-28	Run 20,212		843.00
2015-06-28	Run 20,278		855.00
2015-06-28	Run 20,205		857.00
2015-06-28	Run 20,296		905.00
2015-06-28	Run 20,303		929.00

Trip Date	#	Customer	Due
2015-06-28	Run 20,291		1,073.00
2015-06-29	Run 20,322		11.63
2015-06-29	Run 20,364		92.85
2015-06-29	Run 20,418		100.00
2015-06-29	Run 20,440		150.00
2015-06-29	Run 20,344		150.00
2015-06-29	Run 20,365		150.00
2015-06-29	Run 20,383		150.00
2015-06-29	Run 20,382		200.00
2015-06-29	Run 20,444		244.25
2015-06-29	Run 20,369		255.98
2015-06-29	Run 20,374		300.00
2015-06-29	Run 20,336		300.00
2015-06-29	Run 20,371		360.85
2015-06-29	Run 20,323		502.38
2015-06-29	Run 20,350		537.00
2015-06-29	Run 20,419		537.00
2015-06-29	Run 20,358		549.00
2015-06-29	Run 20,347		621.00
2015-06-29	Run 20,339		645.00
2015-06-29	Run 20,416		759.00
2015-06-29	Run 20,406		761.00
2015-06-29	Run 20,441		769.00
2015-06-29	Run 20,403		783.00
2015-06-29	Run 20,443		791.00
2015-06-29	Run 20,422		795.00
2015-06-29	Run 20,394		821.00
2015-06-29	Run 20,363		845.00
2015-06-29	Run 20,393		857.00
2015-06-29	Run 20,424		891.00
2015-06-29	Run 20,410		917.00
2015-06-29	Run 20,392		951.00
2015-06-30	Run 20,478		47.56
2015-06-30	Run 20,495		60.00
2015-06-30	Run 20,512		64.60
2015-06-30	Run 20,529		84.23
2015-06-30	Run 20,476		85.24
2015-06-30	Run 20,449		85.83
2015-06-30	Run 20,493		93.97
2015-06-30	Run 20,504		150.00
2015-06-30	Run 20,539		150.00
2015-06-30	Run 20,463		150.00
2015-06-30	Run 20,425		183.46
2015-06-30	Run 20,468		250.00
2015-06-30	Run 20,482		250.00
2015-06-30	Run 20,447		297.24
2015-06-30	Run 20,518		300.00
2015-06-30	Run 20,528		561.00
2015-06-30	Run 20,457		573.00
2015-06-30	Run 20,436		597.00
2015-06-30	Run 20,536		659.00
2015-06-30	Run 20,542		671.00
2015-06-30	Run 20,496		681.00
2015-06-30	Run 20,511		685.00
2015-06-30	Run 20,461		704.80
2015-06-30	Run 20,488		783.00
2015-06-30	Run 20,426		855.00
2015-06-30	Run 20,464		857.00
2015-06-30	Run 20,578		869.00
2015-06-30	Run 20,467		881.00
2015-06-30	Run 20,460		929.00

Trip Date	#	Customer	Due
2015-06-30	Run 20,413		941.00
2015-06-30	Run 20,531		1,025.00
2015-07-01	Run 20,574		84.23
2015-07-01	Run 20,581		85.39
2015-07-01	Run 20,562		89.32
2015-07-01	Run 20,573		95.28
2015-07-01	Run 20,651		96.00
2015-07-01	Run 20,615		133.80
2015-07-01	Run 20,572		150.00
2015-07-01	Run 20,582		150.00
2015-07-01	Run 20,595		150.00
2015-07-01	Run 20,655		150.00
2015-07-01	Run 20,673		150.00
2015-07-01	Run 20,597		187.80
2015-07-01	Run 20,671		300.00
2015-07-01	Run 20,625		424.74
2015-07-01	Run 20,561		549.00
2015-07-01	Run 20,583		693.00
2015-07-01	Run 20,598		747.00
2015-07-01	Run 20,571		783.00
2015-07-01	Run 20,585		795.00
2015-07-01	Run 20,586		819.00
2015-07-01	Run 20,602		857.00
2015-07-01	Run 20,626		857.00
2015-07-02	Run 20,763		76.27
2015-07-02	Run 20,785		84.23
2015-07-02	Run 20,716		84.81
2015-07-02	Run 20,706		85.54
2015-07-02	Run 20,667		89.90
2015-07-02	Run 20,792		108.60
2015-07-02	Run 20,689		115.20
2015-07-02	Run 20,810		119.40
2015-07-02	Run 20,730		150.00
2015-07-02	Run 20,772		150.00
2015-07-02	Run 20,717		150.00
2015-07-02	Run 20,731		549.00
2015-07-02	Run 20,704		549.00
2015-07-02	Run 20,797		609.00
2015-07-02	Run 20,652		657.00
2015-07-02	Run 20,719		681.00
2015-07-02	Run 20,727		709.00
2015-07-02	Run 20,701		718.61
2015-07-02	Run 20,764		721.00
2015-07-02	Run 20,878		723.00
2015-07-02	Run 20,681		747.00
2015-07-02	Run 20,653		757.00
2015-07-02	Run 20,739		797.00
2015-07-02	Run 20,729		805.00
2015-07-02	Run 20,746		821.00
2015-07-02	Run 20,880		831.00
2015-07-02	Run 20,761		833.00
2015-07-02	Run 20,721		833.00
2015-07-02	Run 20,711		843.00
2015-07-02	Run 20,750		857.00
2015-07-02	Run 20,737		879.00
2015-07-02	Run 20,723		919.00
2015-07-02	Run 20,741		975.00
2015-07-02	Run 20,767		999.00
2015-07-02	Run 20,693		1,011.00
2015-07-03	Run 20,806		75.98
2015-07-03	Run 20,869		88.15

Trip Date	#	Customer	Due
2015-07-03	Run 20,881		101.24
2015-07-03	Run 20,883		125.00
2015-07-03	Run 20,835		125.00
2015-07-03	Run 20,811		300.00
2015-07-03	Run 20,777		549.00
2015-07-03	Run 20,872		549.00
2015-07-03	Run 20,805		697.00
2015-07-03	Run 20,824		733.00
2015-07-03	Run 20,837		747.00
2015-07-03	Run 20,896		785.00
2015-07-03	Run 20,828		797.00
2015-07-03	Run 20,920		807.00
2015-07-03	Run 20,830		807.00
2015-07-03	Run 20,856		821.00
2015-07-03	Run 20,813		915.00
2015-07-03	Run 20,874		934.00
2015-07-03	Run 20,776		965.00
2015-07-03	Run 20,927		1,049.00
2015-07-04	Run 20,947		76.13
2015-07-04	Run 20,976		100.08
2015-07-04	Run 20,946		125.00
2015-07-04	Run 20,938		150.00
2015-07-04	Run 20,941		150.00
2015-07-04	Run 20,988		150.00
2015-07-04	Run 20,990		150.00
2015-07-04	Run 20,987		355.21
2015-07-04	Run 21,039		537.00
2015-07-04	Run 20,960		549.00
2015-07-04	Run 20,980		549.00
2015-07-04	Run 20,965		585.00
2015-07-04	Run 20,999		594.38
2015-07-04	Run 20,915		621.00
2015-07-04	Run 20,996		645.00
2015-07-04	Run 20,962		708.00
2015-07-04	Run 21,056		771.00
2015-07-04	Run 20,900		771.00
2015-07-04	Run 20,979		771.00
2015-07-04	Run 20,974		783.00
2015-07-04	Run 21,006		833.00
2015-07-04	Run 20,956		850.72
2015-07-04	Run 20,930		857.00
2015-07-04	Run 21,031		857.00
2015-07-04	Run 20,895		869.00
2015-07-04	Run 21,005		869.00
2015-07-05	Run 21,079		71.47
2015-07-05	Run 21,109		89.71
2015-07-05	Run 21,112		125.36
2015-07-05	Run 21,078		150.00
2015-07-05	Run 21,042		150.00
2015-07-05	Run 21,067		150.00
2015-07-05	Run 22,905		150.00
2015-07-05	Run 21,148		160.00
2015-07-05	Run 21,098		176.20
2015-07-05	Run 21,049		200.00
2015-07-05	Run 21,002		270.74
2015-07-05	Run 21,105		300.00
2015-07-05	Run 21,144		388.46
2015-07-05	Run 21,125		442.00
2015-07-05	Run 21,052		537.00
2015-07-05	Run 21,150		561.00
2015-07-05	Run 21,118		573.00

Trip Date	#	Customer	Due
2015-07-05	Run 21,111		573.00
2015-07-05	Run 21,040		573.00
2015-07-05	Run 21,113		597.00
2015-07-05	Run 21,090		621.00
2015-07-05	Run 21,158		697.00
2015-07-05	Run 21,035		709.00
2015-07-05	Run 21,033		771.00
2015-07-05	Run 21,070		795.00
2015-07-05	Run 21,100		807.00
2015-07-05	Run 21,159		807.00
2015-07-06	Run 21,192		35.00
2015-07-06	Run 21,201		88.44
2015-07-06	Run 21,235		100.00
2015-07-06	Run 21,173		101.38
2015-07-06	Run 21,242		150.00
2015-07-06	Run 21,142		150.00
2015-07-06	Run 21,214		150.00
2015-07-06	Run 21,232		150.00
2015-07-06	Run 21,181		150.00
2015-07-06	Run 21,227		150.00
2015-07-06	Run 21,215		250.00
2015-07-06	Run 21,249		369.54
2015-07-06	Run 21,248		439.14
2015-07-06	Run 21,190		549.00
2015-07-06	Run 21,239		549.00
2015-07-06	Run 21,182		549.00
2015-07-06	Run 21,204		549.00
2015-07-06	Run 21,176		573.00
2015-07-06	Run 21,212		597.00
2015-07-06	Run 21,223		669.00
2015-07-06	Run 21,224		683.00
2015-07-06	Run 21,256		721.00
2015-07-06	Run 21,263		747.00
2015-07-06	Run 21,230		759.00
2015-07-06	Run 21,177		771.00
2015-07-06	Run 21,172		797.00
2015-07-06	Run 21,146		807.00
2015-07-06	Run 21,219		833.00
2015-07-06	Run 21,185		855.00
2015-07-06	Run 21,268		869.00
2015-07-07	Run 21,337		75.98
2015-07-07	Run 21,303		92.37
2015-07-07	Run 21,275		100.00
2015-07-07	Run 21,356		150.00
2015-07-07	Run 21,382		150.00
2015-07-07	Run 21,330		150.00
2015-07-07	Run 21,289		150.00
2015-07-07	Run 21,250		150.00
2015-07-07	Run 21,287		250.00
2015-07-07	Run 21,284		300.00
2015-07-07	Run 21,316		300.00
2015-07-07	Run 21,388		354.92
2015-07-07	Run 21,338		539.50
2015-07-07	Run 21,369		549.00
2015-07-07	Run 21,317		549.00
2015-07-07	Run 21,253		561.00
2015-07-07	Run 21,312		585.00
2015-07-07	Run 21,251		587.96
2015-07-07	Run 21,364		615.26
2015-07-07	Run 21,304		709.00
2015-07-07	Run 21,296		769.00

Trip Date	#	Customer	Due
2015-07-07	Run 21,294		771.00
2015-07-07	Run 21,394		781.00
2015-07-07	Run 21,348		783.00
2015-07-07	Run 21,323		819.00
2015-07-07	Run 21,367		821.00
2015-07-07	Run 21,309		855.00
2015-07-07	Run 21,277		905.00
2015-07-07	Run 21,341		953.00
2015-07-07	Run 21,564		989.00
2015-07-07	Run 21,340		1,001.00
2015-07-08	Run 21,435		35.00
2015-07-08	Run 21,448		82.38
2015-07-08	Run 21,439		92.08
2015-07-08	Run 21,463		98.62
2015-07-08	Run 21,459		150.00
2015-07-08	Run 21,407		300.00
2015-07-08	Run 21,469		537.00
2015-07-08	Run 21,433		561.00
2015-07-08	Run 21,451		561.00
2015-07-08	Run 21,383		621.00
2015-07-08	Run 21,561		728.52
2015-07-08	Run 21,442		747.00
2015-07-08	Run 21,471		783.00
2015-07-08	Run 21,458		783.00
2015-07-08	Run 21,472		795.00
2015-07-08	Run 21,484		795.00
2015-07-08	Run 21,406		807.00
2015-07-08	Run 21,377		833.00
2015-07-08	Run 21,405		845.00
2015-07-08	Run 21,400		905.00
2015-07-08	Run 21,479		915.00
2015-07-08	Run 21,429		951.00
2015-07-09	Run 21,486		20.00
2015-07-09	Run 21,474		125.00
2015-07-09	Run 21,495		138.60
2015-07-09	Run 21,575		150.00
2015-07-09	Run 21,583		150.00
2015-07-09	Run 21,587		150.00
2015-07-09	Run 22,772		150.00
2015-07-09	Run 21,570		274.66
2015-07-09	Run 21,592		697.00
2015-07-09	Run 21,548		747.00
2015-07-09	Run 21,545		759.00
2015-07-09	Run 21,544		769.00
2015-07-09	Run 21,577		783.00
2015-07-09	Run 21,554		805.00
2015-07-09	Run 21,580		821.00
2015-07-09	Run 21,510		843.00
2015-07-09	Run 21,610		845.00
2015-07-09	Run 21,576		881.00
2015-07-09	Run 21,585		881.00
2015-07-09	Run 21,606		965.00
2015-07-10	Run 21,678		42.33
2015-07-10	Run 21,664		50.00
2015-07-10	Run 21,630		76.27
2015-07-10	Run 21,675		150.00
2015-07-10	Run 21,634		150.00
2015-07-10	Run 21,658		250.00
2015-07-10	Run 21,631		300.00
2015-07-10	Run 21,703		508.62
2015-07-10	Run 21,617		585.00

Trip Date	#	Customer	Due
2015-07-10	Run 21,693		681.00
2015-07-10	Run 21,689		745.00
2015-07-10	Run 21,684		747.00
2015-07-10	Run 21,620		759.00
2015-07-10	Run 21,701		771.00
2015-07-10	Run 21,654		795.00
2015-07-10	Run 21,696		797.00
2015-07-10	Run 21,803		821.00
2015-07-10	Run 21,611		869.00
2015-07-11	Run 21,829		35.00
2015-07-11	Run 21,741		84.23
2015-07-11	Run 21,969		86.55
2015-07-11	Run 21,839		92.22
2015-07-11	Run 21,852		100.00
2015-07-11	Run 21,758		103.71
2015-07-11	Run 21,757		150.00
2015-07-11	Run 21,787		150.00
2015-07-11	Run 21,704		209.10
2015-07-11	Run 21,792		250.00
2015-07-11	Run 21,719		300.00
2015-07-11	Run 21,862		300.00
2015-07-11	Run 21,751		549.00
2015-07-11	Run 21,752		609.00
2015-07-11	Run 21,818		609.00
2015-07-11	Run 21,722		627.00
2015-07-11	Run 21,977		697.00
2015-07-11	Run 22,094		699.00
2015-07-11	Run 21,981		759.00
2015-07-11	Run 22,093		759.00
2015-07-11	Run 21,773		769.00
2015-07-11	Run 21,769		771.00
2015-07-11	Run 21,743		783.00
2015-07-11	Run 21,790		783.00
2015-07-11	Run 21,820		807.00
2015-07-11	Run 21,697		809.00
2015-07-11	Run 21,826		809.00
2015-07-11	Run 21,772		819.00
2015-07-11	Run 21,861		821.00
2015-07-11	Run 21,822		867.00
2015-07-11	Run 21,846		867.00
2015-07-12	Run 21,840		9.65
2015-07-12	Run 21,906		75.00
2015-07-12	Run 21,897		77.58
2015-07-12	Run 21,946		86.12
2015-07-12	Run 21,937		117.23
2015-07-12	Run 21,855		125.36
2015-07-12	Run 21,913		150.00
2015-07-12	Run 21,845		150.00
2015-07-12	Run 21,869		250.00
2015-07-12	Run 21,888		549.00
2015-07-12	Run 21,889		561.00
2015-07-12	Run 21,930		597.00
2015-07-12	Run 21,916		705.00
2015-07-12	Run 21,935		733.00
2015-07-12	Run 21,940		745.00
2015-07-12	Run 21,884		759.00
2015-07-12	Run 21,865		759.00
2015-07-12	Run 21,963		771.00
2015-07-13	Run 21,993		57.25
2015-07-13	Run 22,047		88.01
2015-07-13	Run 21,980		93.10

Trip Date	#	Customer	Due
2015-07-13	Run 21,957		97.02
2015-07-13	Run 22,050		100.00
2015-07-13	Run 21,983		125.00
2015-07-13	Run 21,996		125.92
2015-07-13	Run 23,665		150.00
2015-07-13	Run 21,997		150.00
2015-07-13	Run 22,067		150.00
2015-07-13	Run 22,004		537.00
2015-07-13	Run 22,008		549.00
2015-07-13	Run 22,042		549.00
2015-07-13	Run 22,002		573.00
2015-07-13	Run 22,070		857.00
2015-07-13	Run 22,000		917.00
2015-07-14	Run 22,213		74.82
2015-07-14	Run 22,082		85.68
2015-07-14	Run 22,159		90.62
2015-07-14	Run 22,120		95.71
2015-07-14	Run 22,087		103.11
2015-07-14	Run 22,140		150.00
2015-07-14	Run 22,128		150.00
2015-07-14	Run 22,130		247.25
2015-07-14	Run 22,162		250.00
2015-07-14	Run 22,161		300.00
2015-07-14	Run 22,119		300.00
2015-07-14	Run 22,139		300.00
2015-07-14	Run 22,165		537.00
2015-07-14	Run 22,154		573.00
2015-07-14	Run 22,111		573.00
2015-07-14	Run 22,216		589.00
2015-07-14	Run 22,145		745.00
2015-07-14	Run 22,152		783.00
2015-07-14	Run 22,127		789.00
2015-07-14	Run 22,163		795.00
2015-07-14	Run 22,181		807.00
2015-07-14	Run 22,214		831.00
2015-07-14	Run 22,220		843.00
2015-07-14	Run 22,225		845.00
2015-07-14	Run 22,151		1,025.00
2015-07-15	Run 22,246		60.00
2015-07-15	Run 22,330		96.88
2015-07-15	Run 22,291		120.00
2015-07-15	Run 22,295		123.00
2015-07-15	Run 22,248		123.37
2015-07-15	Run 22,238		125.00
2015-07-15	Run 22,262		135.45
2015-07-15	Run 22,267		150.00
2015-07-15	Run 22,312		150.00
2015-07-15	Run 22,200		561.00
2015-07-15	Run 22,289		600.00
2015-07-15	Run 22,252		609.00
2015-07-15	Run 22,294		615.00
2015-07-15	Run 22,204		694.00
2015-07-15	Run 22,250		747.00
2015-07-15	Run 22,269		747.00
2015-07-15	Run 22,293		747.00
2015-07-15	Run 22,240		759.00
2015-07-15	Run 22,264		795.00
2015-07-15	Run 22,257		795.00
2015-07-15	Run 22,270		797.00
2015-07-15	Run 22,193		869.00
2015-07-15	Run 22,300		869.00

Trip Date	#	Customer	Due
2015-07-15	Run 22,285		869.00
2015-07-15	Run 22,297		869.00
2015-07-15	Run 22,288		874.00
2015-07-15	Run 22,282		905.00
2015-07-15	Run 22,236		997.00
2015-07-16	Run 22,415		71.76
2015-07-16	Run 22,384		94.55
2015-07-16	Run 22,414		105.46
2015-07-16	Run 22,378		126.75
2015-07-16	Run 22,404		129.00
2015-07-16	Run 22,372		150.00
2015-07-16	Run 22,392		150.00
2015-07-16	Run 22,390		585.00
2015-07-16	Run 22,434		585.00
2015-07-16	Run 22,351		645.00
2015-07-16	Run 22,346		681.00
2015-07-16	Run 22,349		681.00
2015-07-16	Run 22,318		747.00
2015-07-16	Run 22,303		757.00
2015-07-16	Run 22,377		771.00
2015-07-16	Run 22,398		771.00
2015-07-16	Run 22,382		795.00
2015-07-16	Run 22,410		795.00
2015-07-16	Run 22,428		819.00
2015-07-16	Run 22,422		819.00
2015-07-16	Run 22,356		831.00
2015-07-16	Run 22,307		857.00
2015-07-16	Run 22,484		867.00
2015-07-16	Run 22,364		867.00
2015-07-16	Run 22,417		891.00
2015-07-16	Run 22,358		915.00
2015-07-17	Run 22,527		72.05
2015-07-17	Run 22,502		94.41
2015-07-17	Run 22,500		96.00
2015-07-17	Run 22,510		116.07
2015-07-17	Run 22,440		148.31
2015-07-17	Run 22,507		150.00
2015-07-17	Run 22,525		150.00
2015-07-17	Run 22,425		561.00
2015-07-17	Run 22,472		585.00
2015-07-17	Run 22,494		585.00
2015-07-17	Run 22,471		588.16
2015-07-17	Run 22,437		658.00
2015-07-17	Run 22,514		697.00
2015-07-17	Run 22,495		743.00
2015-07-17	Run 22,458		747.00
2015-07-17	Run 22,442		757.00
2015-07-17	Run 22,534		795.00
2015-07-17	Run 22,528		855.00
2015-07-17	Run 22,540		975.00
2015-07-18	Run 22,601		89.46
2015-07-18	Run 22,766		89.46
2015-07-18	Run 22,531		89.61
2015-07-18	Run 22,610		94.26
2015-07-18	Run 22,584		112.20
2015-07-18	Run 22,565		125.00
2015-07-18	Run 22,562		150.00
2015-07-18	Run 22,595		151.80
2015-07-18	Run 22,569		442.06
2015-07-18	Run 22,555		537.00
2015-07-18	Run 22,578		549.00

Trip Date	#	Customer	Due
2015-07-18	Run 22,620		561.00
2015-07-18	Run 22,563		597.00
2015-07-18	Run 22,575		597.00
2015-07-18	Run 22,608		609.00
2015-07-18	Run 22,583		633.00
2015-07-18	Run 22,556		637.00
2015-07-18	Run 22,623		717.00
2015-07-18	Run 22,619		745.00
2015-07-18	Run 22,611		747.00
2015-07-18	Run 22,561		809.00
2015-07-18	Run 22,650		831.00
2015-07-18	Run 22,580		843.00
2015-07-18	Run 22,591		891.00
2015-07-18	Run 22,646		915.00
2015-07-18	Run 22,622		941.00
2015-07-18	Run 22,644		953.00
2015-07-18	Run 22,582		961.00
2015-07-19	Run 22,721		44.31
2015-07-19	Run 22,628		89.61
2015-07-19	Run 22,715		125.00
2015-07-19	Run 22,735		136.20
2015-07-19	Run 22,677		150.00
2015-07-19	Run 22,734		150.00
2015-07-19	Run 22,755		250.00
2015-07-19	Run 22,685		300.00
2015-07-19	Run 22,712		537.00
2015-07-19	Run 22,642		549.00
2015-07-19	Run 22,647		561.00
2015-07-19	Run 22,725		563.80
2015-07-19	Run 22,667		573.00
2015-07-19	Run 22,702		645.00
2015-07-19	Run 22,675		697.00
2015-07-19	Run 22,699		747.00
2015-07-19	Run 22,700		783.00
2015-07-19	Run 22,746		819.00
2015-07-20	Run 22,799		75.54
2015-07-20	Run 22,847		79.03
2015-07-20	Run 22,851		110.00
2015-07-20	Run 22,850		150.00
2015-07-20	Run 22,740		150.00
2015-07-20	Run 22,786		150.00
2015-07-20	Run 22,844		150.00
2015-07-20	Run 22,837		166.14
2015-07-20	Run 22,865		300.00
2015-07-20	Run 22,784		300.00
2015-07-20	Run 22,872		375.63
2015-07-20	Run 22,895		573.00
2015-07-20	Run 22,803		573.00
2015-07-20	Run 22,875		709.00
2015-07-20	Run 22,826		717.71
2015-07-20	Run 22,881		757.00
2015-07-20	Run 22,842		757.00
2015-07-20	Run 22,891		759.00
2015-07-20	Run 22,749		781.00
2015-07-20	Run 22,840		797.00
2015-07-20	Run 22,838		819.00
2015-07-20	Run 22,869		831.00
2015-07-20	Run 22,818		985.00
2015-07-21	Run 22,975		75.00
2015-07-21	Run 22,918		75.00
2015-07-21	Run 22,959		84.23

Trip Date	#	Customer	Due
2015-07-21	Run 22,927		91.06
2015-07-21	Run 22,899		94.41
2015-07-21	Run 22,932		99.32
2015-07-21	Run 22,973		117.00
2015-07-21	Run 22,940		125.00
2015-07-21	Run 22,951		150.00
2015-07-21	Run 22,861		150.00
2015-07-21	Run 22,964		181.00
2015-07-21	Run 22,934		254.66
2015-07-21	Run 22,956		300.00
2015-07-21	Run 22,921		537.00
2015-07-21	Run 23,085		537.00
2015-07-21	Run 22,877		549.00
2015-07-21	Run 22,878		561.00
2015-07-21	Run 22,998		573.00
2015-07-21	Run 22,954		573.00
2015-07-21	Run 22,893		585.00
2015-07-21	Run 22,946		747.00
2015-07-21	Run 22,929		783.00
2015-07-21	Run 22,935		819.00
2015-07-21	Run 22,907		833.00
2015-07-21	Run 22,978		845.00
2015-07-21	Run 23,001		867.00
2015-07-21	Run 23,350		905.00
2015-07-21	Run 22,960		917.00
2015-07-22	Run 23,558		85.72
2015-07-22	Run 23,054		86.41
2015-07-22	Run 23,003		89.17
2015-07-22	Run 23,120		91.06
2015-07-22	Run 23,105		91.10
2015-07-22	Run 23,068		99.78
2015-07-22	Run 23,071		100.00
2015-07-22	Run 23,104		150.00
2015-07-22	Run 23,123		235.25
2015-07-22	Run 23,009		300.00
2015-07-22	Run 23,039		420.19
2015-07-22	Run 22,972		537.00
2015-07-22	Run 23,079		537.00
2015-07-22	Run 23,064		549.00
2015-07-22	Run 23,112		549.00
2015-07-22	Run 23,022		609.00
2015-07-22	Run 23,047		621.00
2015-07-22	Run 23,015		693.00
2015-07-22	Run 23,018		843.00
2015-07-23	Run 23,137		11.45
2015-07-23	Run 23,242		20.00
2015-07-23	Run 23,198		84.15
2015-07-23	Run 23,166		87.76
2015-07-23	Run 23,184		89.61
2015-07-23	Run 23,175		104.87
2015-07-23	Run 23,138		113.60
2015-07-23	Run 23,124		150.00
2015-07-23	Run 23,243		159.00
2015-07-23	Run 23,212		200.00
2015-07-23	Run 23,178		415.24
2015-07-23	Run 23,103		561.00
2015-07-23	Run 23,229		561.00
2015-07-23	Run 23,088		561.00
2015-07-23	Run 23,189		573.00
2015-07-23	Run 23,118		573.00
2015-07-23	Run 23,234		645.00

Trip Date	#	Customer	Due
2015-07-23	Run 24,301		722.00
2015-07-23	Run 23,143		733.00
2015-07-23	Run 23,193		759.00
2015-07-23	Run 23,238		781.00
2015-07-23	Run 23,156		805.70
2015-07-23	Run 23,150		821.00
2015-07-23	Run 23,177		843.00
2015-07-23	Run 23,144		843.00
2015-07-23	Run 23,187		881.00
2015-07-24	Run 23,271		75.00
2015-07-24	Run 23,254		84.23
2015-07-24	Run 23,245		102.69
2015-07-24	Run 23,267		150.00
2015-07-24	Run 23,335		150.00
2015-07-24	Run 23,247		300.00
2015-07-24	Run 23,294		326.97
2015-07-24	Run 23,279		360.62
2015-07-24	Run 23,248		549.00
2015-07-24	Run 23,317		561.00
2015-07-24	Run 23,223		573.00
2015-07-24	Run 23,278		573.00
2015-07-24	Run 23,268		597.00
2015-07-24	Run 23,345		621.00
2015-07-24	Run 23,316		621.00
2015-07-24	Run 23,287		733.00
2015-07-24	Run 23,251		747.00
2015-07-24	Run 23,284		747.00
2015-07-24	Run 23,274		757.18
2015-07-24	Run 23,273		795.00
2015-07-24	Run 23,290		809.00
2015-07-24	Run 23,207		903.00
2015-07-24	Run 23,252		1,045.00
2015-07-25	Run 23,368		16.24
2015-07-25	Run 23,354		20.00
2015-07-25	Run 23,380		20.00
2015-07-25	Run 23,391		60.00
2015-07-25	Run 23,398		83.69
2015-07-25	Run 23,375		85.54
2015-07-25	Run 23,408		86.84
2015-07-25	Run 23,381		87.57
2015-07-25	Run 23,415		92.08
2015-07-25	Run 23,363		100.00
2015-07-25	Run 23,413		100.00
2015-07-25	Run 23,319		100.00
2015-07-25	Run 23,365		124.20
2015-07-25	Run 23,362		150.00
2015-07-25	Run 23,366		150.00
2015-07-25	Run 23,440		150.00
2015-07-25	Run 23,451		150.00
2015-07-25	Run 23,394		250.00
2015-07-25	Run 23,384		250.00
2015-07-25	Run 23,348		300.00
2015-07-25	Run 23,386		549.00
2015-07-25	Run 23,410		573.00
2015-07-25	Run 23,412		649.00
2015-07-25	Run 23,387		833.00
2015-07-25	Run 23,423		833.00
2015-07-26	Run 23,499		76.13
2015-07-26	Run 23,457		92.81
2015-07-26	Run 23,491		102.11
2015-07-26	Run 23,517		143.40

Trip Date	#	Customer	Due
2015-07-26	Run 23,512		150.00
2015-07-26	Run 23,519		150.00
2015-07-26	Run 23,550		150.00
2015-07-26	Run 23,480		150.00
2015-07-26	Run 23,518		250.00
2015-07-26	Run 23,471		250.00
2015-07-26	Run 23,522		290.00
2015-07-26	Run 23,660		531.40
2015-07-26	Run 23,510		537.00
2015-07-26	Run 23,524		537.00
2015-07-26	Run 23,486		692.87
2015-07-26	Run 23,493		759.00
2015-07-26	Run 23,443		781.00
2015-07-26	Run 23,487		833.00
2015-07-26	Run 23,515		873.00
2015-07-27	Run 23,718		75.00
2015-07-27	Run 23,586		84.95
2015-07-27	Run 23,595		125.00
2015-07-27	Run 23,628		125.00
2015-07-27	Run 23,545		150.00
2015-07-27	Run 23,551		150.00
2015-07-27	Run 23,565		150.00
2015-07-27	Run 23,654		150.00
2015-07-27	Run 23,671		166.20
2015-07-27	Run 23,674		250.00
2015-07-27	Run 23,605		250.00
2015-07-27	Run 23,555		300.00
2015-07-27	Run 23,717		549.00
2015-07-27	Run 23,539		555.00
2015-07-27	Run 23,540		555.00
2015-07-27	Run 23,669		609.00
2015-07-27	Run 23,596		633.00
2015-07-27	Run 23,666		633.00
2015-07-27	Run 23,553		673.00
2015-07-27	Run 23,604		705.00
2015-07-27	Run 23,572		759.00
2015-07-27	Run 23,639		759.00
2015-07-27	Run 23,602		807.00
2015-07-27	Run 23,647		809.00
2015-07-27	Run 23,552		819.00
2015-07-27	Run 23,610		857.00
2015-07-27	Run 23,643		893.00
2015-07-28	Run 23,683		24.85
2015-07-28	Run 23,701		79.18
2015-07-28	Run 23,723		91.35
2015-07-28	Run 23,722		91.64
2015-07-28	Run 23,657		125.00
2015-07-28	Run 23,679		150.00
2015-07-28	Run 23,761		150.00
2015-07-28	Run 23,758		260.10
2015-07-28	Run 23,774		300.00
2015-07-28	Run 23,779		300.00
2015-07-28	Run 23,785		300.00
2015-07-28	Run 23,869		610.25
2015-07-28	Run 23,710		645.00
2015-07-28	Run 23,736		697.00
2015-07-28	Run 23,708		771.00
2015-07-28	Run 23,756		965.00
2015-07-29	Run 23,823		18.00
2015-07-29	Run 23,847		103.86
2015-07-29	Run 23,766		150.00

Trip Date	#	Customer	Due
2015-07-29	Run 23,822		150.00
2015-07-29	Run 23,884		150.00
2015-07-29	Run 23,885		150.00
2015-07-29	Run 23,900		150.00
2015-07-29	Run 23,879		250.00
2015-07-29	Run 23,815		300.00
2015-07-29	Run 23,858		549.00
2015-07-29	Run 23,804		561.00
2015-07-29	Run 23,817		561.00
2015-07-29	Run 23,856		645.00
2015-07-29	Run 23,832		721.00
2015-07-29	Run 23,855		747.00
2015-07-29	Run 23,833		757.00
2015-07-29	Run 23,821		771.00
2015-07-29	Run 23,840		795.00
2015-07-29	Run 23,973		797.00
2015-07-29	Run 23,883		817.00
2015-07-29	Run 23,797		843.00
2015-07-30	Run 23,896		35.00
2015-07-30	Run 23,922		78.16
2015-07-30	Run 23,974		84.23
2015-07-30	Run 23,964		93.24
2015-07-30	Run 23,967		115.00
2015-07-30	Run 23,949		150.00
2015-07-30	Run 23,955		150.00
2015-07-30	Run 23,904		150.00
2015-07-30	Run 23,893		150.00
2015-07-30	Run 24,000		150.00
2015-07-30	Run 23,990		251.60
2015-07-30	Run 23,977		300.00
2015-07-30	Run 24,004		300.00
2015-07-30	Run 23,976		537.00
2015-07-30	Run 24,014		549.00
2015-07-30	Run 23,876		573.00
2015-07-30	Run 23,915		621.00
2015-07-30	Run 24,005		621.00
2015-07-30	Run 23,945		657.00
2015-07-30	Run 23,979		659.00
2015-07-30	Run 23,989		747.00
2015-07-30	Run 24,022		759.00
2015-07-30	Run 23,935		801.00
2015-07-30	Run 23,918		807.00
2015-07-30	Run 23,987		809.00
2015-07-30	Run 23,917		819.00
2015-07-30	Run 23,960		821.00
2015-07-30	Run 23,940		860.00
2015-07-30	Run 23,986		874.00
2015-07-30	Run 23,981		949.00
2015-07-31	Run 24,096		59.54
2015-07-31	Run 24,084		80.92
2015-07-31	Run 24,010		81.94
2015-07-31	Run 24,033		89.46
2015-07-31	Run 24,255		94.01
2015-07-31	Run 24,114		95.57
2015-07-31	Run 24,104		124.20
2015-07-31	Run 24,074		125.00
2015-07-31	Run 24,082		150.00
2015-07-31	Run 24,037		150.00
2015-07-31	Run 24,125		150.00
2015-07-31	Run 24,258		300.00
2015-07-31	Run 24,044		354.13

Trip Date	#	Customer	Due
2015-07-31	Run 24,043		407.00
2015-07-31	Run 24,073		499.46
2015-07-31	Run 24,007		669.00
2015-07-31	Run 24,095		686.43
2015-07-31	Run 24,059		759.00
2015-07-31	Run 24,075		771.00
2015-07-31	Run 24,009		793.00
2015-08-01	Run 24,270		88.59
2015-08-01	Run 24,162		89.17
2015-08-01	Run 24,168		89.61
2015-08-01	Run 24,160		95.86
2015-08-01	Run 24,330		108.51
2015-08-01	Run 24,166		111.00
2015-08-01	Run 24,169		123.00
2015-08-01	Run 24,268		150.00
2015-08-01	Run 24,133		150.00
2015-08-01	Run 24,167		150.00
2015-08-01	Run 24,211		150.00
2015-08-01	Run 24,179		190.00
2015-08-01	Run 24,175		326.97
2015-08-01	Run 24,132		573.00
2015-08-01	Run 24,138		573.00
2015-08-01	Run 24,176		705.00
2015-08-01	Run 24,188		759.00
2015-08-01	Run 24,131		771.00
2015-08-01	Run 24,149		781.00
2015-08-01	Run 24,203		783.00
2015-08-01	Run 24,184		855.00
2015-08-01	Run 24,174		881.00
2015-08-01	Run 24,225		987.00
2015-08-02	Run 24,383		83.40
2015-08-02	Run 24,365		88.73
2015-08-02	Run 24,249		150.00
2015-08-02	Run 24,223		150.00
2015-08-02	Run 24,238		150.00
2015-08-02	Run 24,272		300.00
2015-08-02	Run 24,317		300.00
2015-08-02	Run 24,354		549.00
2015-08-02	Run 24,253		609.00
2015-08-02	Run 24,310		745.00
2015-08-02	Run 24,319		747.00
2015-08-02	Run 24,313		771.00
2015-08-02	Run 24,230		783.00
2015-08-02	Run 24,355		819.00
2015-08-02	Run 24,324		869.00
2015-08-02	Run 24,347		1,097.00
2015-08-03	Run 24,414		60.00
2015-08-03	Run 24,450		71.04
2015-08-03	Run 24,444		74.53
2015-08-03	Run 24,423		76.71
2015-08-03	Run 24,396		85.83
2015-08-03	Run 24,406		87.61
2015-08-03	Run 24,388		100.00
2015-08-03	Run 24,449		125.00
2015-08-03	Run 24,470		150.00
2015-08-03	Run 24,451		413.44
2015-08-03	Run 24,483		549.00
2015-08-03	Run 24,429		549.00
2015-08-03	Run 24,448		633.00
2015-08-03	Run 24,384		695.89
2015-08-03	Run 24,437		757.00

Trip Date	#	Customer	Due
2015-08-03	Run 24,445		771.00
2015-08-04	Run 24,585		57.25
2015-08-04	Run 24,491		74.38
2015-08-04	Run 24,554		75.70
2015-08-04	Run 24,530		84.37
2015-08-04	Run 24,545		86.55
2015-08-04	Run 24,558		100.00
2015-08-04	Run 24,556		121.00
2015-08-04	Run 24,475		142.31
2015-08-04	Run 24,466		150.00
2015-08-04	Run 24,575		150.00
2015-08-04	Run 24,533		150.00
2015-08-04	Run 24,501		331.70
2015-08-04	Run 24,524		453.22
2015-08-04	Run 24,497		475.22
2015-08-04	Run 24,509		537.00
2015-08-04	Run 24,571		585.00
2015-08-04	Run 24,474		621.00
2015-08-04	Run 24,534		771.00
2015-08-04	Run 24,561		771.00
2015-08-04	Run 24,486		795.00
2015-08-04	Run 24,579		855.00
2015-08-04	Run 24,566		1,013.00
2015-08-05	Run 24,636		53.27
2015-08-05	Run 24,637		66.98
2015-08-05	Run 24,622		72.49
2015-08-05	Run 24,683		78.20
2015-08-05	Run 24,625		85.58
2015-08-05	Run 24,646		91.35
2015-08-05	Run 24,606		95.42
2015-08-05	Run 24,674		95.57
2015-08-05	Run 24,675		96.44
2015-08-05	Run 24,617		125.00
2015-08-05	Run 24,592		150.00
2015-08-05	Run 24,656		150.00
2015-08-05	Run 24,662		150.00
2015-08-05	Run 24,668		150.00
2015-08-05	Run 24,693		150.00
2015-08-05	Run 24,621		250.00
2015-08-05	Run 24,647		332.84
2015-08-05	Run 24,660		507.00
2015-08-05	Run 24,691		519.54
2015-08-05	Run 24,632		537.00
2015-08-05	Run 24,626		537.00
2015-08-05	Run 24,598		573.00
2015-08-05	Run 24,685		573.00
2015-08-05	Run 25,319		771.00
2015-08-05	Run 24,599		788.46
2015-08-05	Run 24,607		807.00
2015-08-05	Run 24,658		831.00
2015-08-06	Run 24,766		68.07
2015-08-06	Run 24,758		79.03
2015-08-06	Run 24,777		83.40
2015-08-06	Run 24,739		91.54
2015-08-06	Run 24,703		100.00
2015-08-06	Run 24,704		100.00
2015-08-06	Run 24,798		100.00
2015-08-06	Run 24,744		125.00
2015-08-06	Run 25,580		150.00
2015-08-06	Run 24,730		150.00
2015-08-06	Run 24,797		150.00

Trip Date	#	Customer	Due
2015-08-06	Run 24,711		169.00
2015-08-06	Run 24,774		240.33
2015-08-06	Run 24,733		300.00
2015-08-06	Run 24,748		300.00
2015-08-06	Run 24,750		300.00
2015-08-06	Run 24,802		573.00
2015-08-06	Run 24,735		573.00
2015-08-06	Run 24,799		645.00
2015-08-06	Run 24,742		661.00
2015-08-06	Run 24,807		709.00
2015-08-06	Run 24,690		765.00
2015-08-06	Run 24,724		795.00
2015-08-06	Run 24,783		881.00
2015-08-06	Run 24,731		973.00
2015-08-06	Run 24,787		1,153.00
2015-08-07	Run 24,858		75.54
2015-08-07	Run 24,844		77.00
2015-08-07	Run 24,814		84.66
2015-08-07	Run 24,836		87.28
2015-08-07	Run 24,872		88.15
2015-08-07	Run 24,850		97.31
2015-08-07	Run 24,804		105.02
2015-08-07	Run 24,921		150.00
2015-08-07	Run 24,810		549.00
2015-08-07	Run 24,847		549.00
2015-08-07	Run 24,820		597.00
2015-08-07	Run 24,888		733.00
2015-08-07	Run 24,846		735.00
2015-08-07	Run 24,887		771.00
2015-08-07	Run 24,828		893.00
2015-08-08	Run 24,946		17.92
2015-08-08	Run 25,014		62.77
2015-08-08	Run 25,018		71.47
2015-08-08	Run 24,942		93.68
2015-08-08	Run 24,938		99.64
2015-08-08	Run 24,982		150.00
2015-08-08	Run 24,985		150.00
2015-08-08	Run 24,928		150.00
2015-08-08	Run 24,937		150.00
2015-08-08	Run 24,966		254.80
2015-08-08	Run 24,918		300.00
2015-08-08	Run 24,947		361.24
2015-08-08	Run 24,958		379.00
2015-08-08	Run 24,941		537.00
2015-08-08	Run 24,935		561.00
2015-08-08	Run 24,934		634.21
2015-08-08	Run 24,904		661.00
2015-08-08	Run 24,962		715.00
2015-08-08	Run 24,987		733.00
2015-08-08	Run 24,922		733.00
2015-08-08	Run 24,953		833.00
2015-08-08	Run 24,926		845.00
2015-08-08	Run 24,917		877.00
2015-08-08	Run 24,936		951.00
2015-08-08	Run 24,919		1,013.00
2015-08-08	Run 24,916		1,049.00
2015-08-09	Run 25,069		47.48
2015-08-09	Run 25,062		73.30
2015-08-09	Run 25,039		87.43
2015-08-09	Run 25,028		89.61
2015-08-09	Run 25,063		93.68

Trip Date	#	Customer	Due
2015-08-09	Run 25,041		100.00
2015-08-09	Run 25,068		100.00
2015-08-09	Run 25,094		103.71
2015-08-09	Run 25,096		150.00
2015-08-09	Run 25,024		549.00
2015-08-09	Run 25,013		555.22
2015-08-09	Run 25,019		671.00
2015-08-09	Run 25,067		697.00
2015-08-09	Run 25,221		709.00
2015-08-09	Run 25,032		759.00
2015-08-09	Run 25,097		807.00
2015-08-10	Run 25,168		35.00
2015-08-10	Run 25,086		84.52
2015-08-10	Run 25,102		93.68
2015-08-10	Run 25,323		96.30
2015-08-10	Run 25,214		97.31
2015-08-10	Run 25,177		125.00
2015-08-10	Run 25,079		173.40
2015-08-10	Run 25,196		192.60
2015-08-10	Run 25,108		300.00
2015-08-10	Run 25,121		300.00
2015-08-10	Run 25,215		300.00
2015-08-10	Run 25,160		573.00
2015-08-10	Run 25,119		585.00
2015-08-10	Run 25,092		597.00
2015-08-10	Run 25,204		605.92
2015-08-10	Run 25,151		609.00
2015-08-10	Run 25,185		609.00
2015-08-10	Run 25,147		636.97
2015-08-10	Run 25,286		733.00
2015-08-10	Run 25,203		759.00
2015-08-10	Run 25,324		795.00
2015-08-10	Run 25,192		807.00
2015-08-10	Run 25,122		807.00
2015-08-10	Run 25,202		817.00
2015-08-10	Run 25,166		821.00
2015-08-10	Run 25,085		833.00
2015-08-10	Run 25,136		855.00
2015-08-10	Run 25,187		905.00
2015-08-10	Run 25,164		915.00
2015-08-10	Run 25,225		999.00
2015-08-11	Run 25,251		20.00
2015-08-11	Run 25,229		73.53
2015-08-11	Run 25,242		88.59
2015-08-11	Run 25,304		100.00
2015-08-11	Run 25,311		100.00
2015-08-11	Run 25,346		113.89
2015-08-11	Run 25,296		150.00
2015-08-11	Run 25,338		150.00
2015-08-11	Run 25,297		537.00
2015-08-11	Run 25,258		549.00
2015-08-11	Run 25,333		573.00
2015-08-11	Run 25,256		609.00
2015-08-11	Run 25,357		721.00
2015-08-11	Run 25,276		747.00
2015-08-11	Run 25,273		771.00
2015-08-11	Run 25,339		781.00
2015-08-11	Run 25,313		797.00
2015-08-11	Run 25,300		821.00
2015-08-11	Run 25,272		833.00
2015-08-12	Run 25,337		77.58

Trip Date	#	Customer	Due
2015-08-12	Run 25,426		88.73
2015-08-12	Run 25,373		99.06
2015-08-12	Run 25,393		102.94
2015-08-12	Run 27,046		110.00
2015-08-12	Run 25,394		150.00
2015-08-12	Run 25,404		150.00
2015-08-12	Run 25,418		150.00
2015-08-12	Run 25,353		300.00
2015-08-12	Run 25,399		490.19
2015-08-12	Run 25,355		537.00
2015-08-12	Run 25,428		609.00
2015-08-12	Run 25,383		633.00
2015-08-12	Run 25,372		636.28
2015-08-12	Run 25,364		771.00
2015-08-12	Run 26,097		810.25
2015-08-12	Run 25,437		857.00
2015-08-13	Run 25,472		71.76
2015-08-13	Run 25,514		88.44
2015-08-13	Run 25,473		100.00
2015-08-13	Run 25,479		100.00
2015-08-13	Run 25,525		100.00
2015-08-13	Run 25,485		300.00
2015-08-13	Run 25,489		387.92
2015-08-13	Run 25,527		537.00
2015-08-13	Run 25,568		537.00
2015-08-13	Run 25,505		549.00
2015-08-13	Run 25,575		585.00
2015-08-13	Run 25,496		783.00
2015-08-13	Run 25,595		795.00
2015-08-13	Run 25,528		795.00
2015-08-13	Run 25,533		805.00
2015-08-13	Run 25,547		807.00
2015-08-13	Run 25,549		807.00
2015-08-13	Run 25,483		929.00
2015-08-14	Run 25,694		43.50
2015-08-14	Run 25,635		60.30
2015-08-14	Run 25,668		85.54
2015-08-14	Run 25,572		94.74
2015-08-14	Run 25,630		100.00
2015-08-14	Run 25,634		120.60
2015-08-14	Run 25,617		125.00
2015-08-14	Run 25,706		150.00
2015-08-14	Run 25,602		771.00
2015-08-14	Run 25,569		797.00
2015-08-14	Run 25,667		819.00
2015-08-14	Run 25,628		819.00
2015-08-14	Run 25,675		857.00
2015-08-14	Run 25,600		869.00
2015-08-14	Run 25,633		869.00
2015-08-14	Run 25,621		949.00
2015-08-14	Run 25,661		953.00
2015-08-14	Run 25,607		1,047.00
2015-08-15	Run 25,736		81.36
2015-08-15	Run 25,757		91.64
2015-08-15	Run 25,759		93.82
2015-08-15	Run 25,729		117.09
2015-08-15	Run 25,728		121.87
2015-08-15	Run 25,704		125.00
2015-08-15	Run 25,695		125.00
2015-08-15	Run 25,853		150.00
2015-08-15	Run 25,715		200.00

Trip Date	#	Customer	Due
2015-08-15	Run 25,733		250.00
2015-08-15	Run 25,731		508.46
2015-08-15	Run 25,768		534.56
2015-08-15	Run 25,772		585.00
2015-08-15	Run 25,751		609.00
2015-08-15	Run 25,752		633.00
2015-08-15	Run 25,800		709.00
2015-08-15	Run 25,711		757.00
2015-08-15	Run 25,692		771.00
2015-08-15	Run 25,735		833.00
2015-08-15	Run 25,745		853.00
2015-08-15	Run 25,720		869.00
2015-08-16	Run 25,864		43.28
2015-08-16	Run 25,826		93.53
2015-08-16	Run 25,788		150.00
2015-08-16	Run 25,883		150.00
2015-08-16	Run 25,844		150.00
2015-08-16	Run 25,817		537.00
2015-08-16	Run 25,837		548.48
2015-08-16	Run 25,774		597.00
2015-08-17	Run 25,893		72.35
2015-08-17	Run 25,973		77.87
2015-08-17	Run 26,002		89.32
2015-08-17	Run 25,936		90.19
2015-08-17	Run 25,955		110.65
2015-08-17	Run 25,992		150.00
2015-08-17	Run 25,961		597.00
2015-08-17	Run 25,898		745.00
2015-08-17	Run 25,941		751.80
2015-08-17	Run 25,976		771.00
2015-08-17	Run 25,958		777.00
2015-08-17	Run 26,006		833.00
2015-08-17	Run 25,954		855.00
2015-08-17	Run 25,994		881.00
2015-08-18	Run 26,057		9.96
2015-08-18	Run 26,103		20.00
2015-08-18	Run 26,119		75.00
2015-08-18	Run 26,099		109.80
2015-08-18	Run 26,042		150.00
2015-08-18	Run 26,035		150.00
2015-08-18	Run 26,098		150.00
2015-08-18	Run 26,131		150.00
2015-08-18	Run 26,051		200.70
2015-08-18	Run 26,046		360.08
2015-08-18	Run 26,137		549.00
2015-08-18	Run 26,044		597.00
2015-08-18	Run 26,064		771.00
2015-08-18	Run 26,012		783.00
2015-08-18	Run 26,129		831.00
2015-08-19	Run 26,224		10.00
2015-08-19	Run 26,189		84.95
2015-08-19	Run 26,114		85.39
2015-08-19	Run 26,209		85.83
2015-08-19	Run 26,259		88.78
2015-08-19	Run 26,206		95.13
2015-08-19	Run 26,232		98.33
2015-08-19	Run 26,199		100.00
2015-08-19	Run 26,216		110.00
2015-08-19	Run 26,222		150.00
2015-08-19	Run 26,115		150.00
2015-08-19	Run 26,269		371.00

Trip Date	#	Customer	Due
2015-08-19	Run 26,127		385.97
2015-08-19	Run 26,230		500.62
2015-08-19	Run 26,200		549.00
2015-08-19	Run 26,168		561.00
2015-08-19	Run 26,171		573.00
2015-08-19	Run 26,246		573.00
2015-08-19	Run 26,196		621.00
2015-08-19	Run 26,236		709.00
2015-08-19	Run 26,242		833.00
2015-08-19	Run 26,226		881.00
2015-08-19	Run 26,223		891.00
2015-08-19	Run 26,162		905.00
2015-08-19	Run 26,149		917.00
2015-08-20	Run 26,364		50.00
2015-08-20	Run 26,303		74.53
2015-08-20	Run 26,346		77.00
2015-08-20	Run 26,275		88.59
2015-08-20	Run 26,286		89.46
2015-08-20	Run 26,320		125.00
2015-08-20	Run 26,377		150.00
2015-08-20	Run 26,329		150.00
2015-08-20	Run 26,336		300.00
2015-08-20	Run 26,278		300.00
2015-08-20	Run 26,287		300.00
2015-08-20	Run 26,241		721.00
2015-08-20	Run 26,359		759.00
2015-08-20	Run 26,248		771.00
2015-08-20	Run 26,262		783.00
2015-08-20	Run 26,273		833.00
2015-08-20	Run 26,331		857.00
2015-08-21	Run 26,448		76.42
2015-08-21	Run 26,378		77.14
2015-08-21	Run 26,462		80.78
2015-08-21	Run 26,446		85.24
2015-08-21	Run 26,411		85.97
2015-08-21	Run 26,424		86.70
2015-08-21	Run 26,420		89.17
2015-08-21	Run 26,398		150.00
2015-08-21	Run 26,373		150.00
2015-08-21	Run 26,412		150.00
2015-08-21	Run 26,415		150.00
2015-08-21	Run 26,391		238.25
2015-08-21	Run 26,417		250.00
2015-08-21	Run 26,450		250.00
2015-08-21	Run 26,434		300.00
2015-08-21	Run 26,393		400.62
2015-08-21	Run 26,483		413.83
2015-08-21	Run 26,433		549.00
2015-08-21	Run 26,401		561.00
2015-08-21	Run 26,410		573.00
2015-08-21	Run 26,478		615.00
2015-08-21	Run 26,465		681.00
2015-08-21	Run 26,441		721.00
2015-08-21	Run 26,432		759.00
2015-08-21	Run 26,503		771.00
2015-08-21	Run 26,457		797.00
2015-08-21	Run 26,473		809.00
2015-08-21	Run 26,438		831.00
2015-08-22	Run 26,589		10.00
2015-08-22	Run 26,740		84.23
2015-08-22	Run 26,527		84.37

Trip Date	#	Customer	Due
2015-08-22	Run 26,627		88.15
2015-08-22	Run 26,568		89.61
2015-08-22	Run 26,570		100.61
2015-08-22	Run 26,506		150.00
2015-08-22	Run 26,556		150.00
2015-08-22	Run 26,557		150.00
2015-08-22	Run 26,562		150.00
2015-08-22	Run 26,966		300.00
2015-08-22	Run 26,551		543.00
2015-08-22	Run 26,552		543.00
2015-08-22	Run 26,529		549.00
2015-08-22	Run 26,546		556.71
2015-08-22	Run 26,542		561.00
2015-08-22	Run 26,531		597.00
2015-08-22	Run 26,519		633.00
2015-08-22	Run 26,537		645.00
2015-08-22	Run 26,499		693.00
2015-08-22	Run 26,624		747.00
2015-08-22	Run 26,576		759.00
2015-08-22	Run 26,625		769.00
2015-08-22	Run 26,619		783.00
2015-08-22	Run 26,521		795.00
2015-08-22	Run 26,591		795.00
2015-08-22	Run 26,535		809.00
2015-08-22	Run 26,487		819.00
2015-08-22	Run 26,582		831.00
2015-08-22	Run 26,472		855.00
2015-08-22	Run 26,572		1,073.00
2015-08-23	Run 26,676		70.90
2015-08-23	Run 26,710		75.98
2015-08-23	Run 26,754		84.95
2015-08-23	Run 26,686		89.75
2015-08-23	Run 26,697		150.00
2015-08-23	Run 26,732		169.33
2015-08-23	Run 26,673		250.00
2015-08-23	Run 26,659		250.00
2015-08-23	Run 26,587		434.98
2015-08-23	Run 26,672		569.00
2015-08-23	Run 26,725		609.00
2015-08-23	Run 26,722		721.00
2015-08-23	Run 26,632		733.00
2015-08-23	Run 26,653		759.00
2015-08-23	Run 26,643		807.00
2015-08-23	Run 26,704		845.00
2015-08-23	Run 26,671		867.00
2015-08-23	Run 26,606		891.00
2015-08-24	Run 26,779		35.00
2015-08-24	Run 26,747		72.78
2015-08-24	Run 26,782		77.87
2015-08-24	Run 26,784		86.84
2015-08-24	Run 26,771		110.00
2015-08-24	Run 26,787		119.40
2015-08-24	Run 26,715		150.00
2015-08-24	Run 26,761		150.00
2015-08-24	Run 26,755		150.00
2015-08-24	Run 26,788		151.80
2015-08-24	Run 26,790		161.40
2015-08-24	Run 26,821		198.62
2015-08-24	Run 26,836		431.84
2015-08-24	Run 26,815		537.00
2015-08-24	Run 26,823		549.00

Trip Date	#	Customer	Due
2015-08-24	Run 26,866		549.00
2015-08-24	Run 26,850		573.00
2015-08-24	Run 26,820		585.00
2015-08-24	Run 26,745		647.00
2015-08-24	Run 26,806		721.00
2015-08-24	Run 26,841		747.00
2015-08-24	Run 26,799		759.00
2015-08-24	Run 26,703		783.00
2015-08-24	Run 26,793		819.00
2015-08-24	Run 26,822		819.00
2015-08-24	Run 26,840		821.00
2015-08-24	Run 26,738		927.00
2015-08-25	Run 26,948		50.39
2015-08-25	Run 26,873		72.05
2015-08-25	Run 27,061		82.38
2015-08-25	Run 26,946		85.50
2015-08-25	Run 26,889		86.70
2015-08-25	Run 26,872		100.00
2015-08-25	Run 26,907		104.29
2015-08-25	Run 26,894		119.40
2015-08-25	Run 26,892		134.60
2015-08-25	Run 26,902		150.00
2015-08-25	Run 27,060		549.00
2015-08-25	Run 26,930		558.60
2015-08-25	Run 26,888		561.00
2015-08-25	Run 26,910		573.00
2015-08-25	Run 26,871		747.00
2015-08-25	Run 26,917		771.00
2015-08-25	Run 26,916		783.00
2015-08-25	Run 26,861		831.00
2015-08-25	Run 26,941		879.00
2015-08-25	Run 26,900		975.00
2015-08-26	Run 27,006		96.30
2015-08-26	Run 26,983		126.60
2015-08-26	Run 26,968		150.00
2015-08-26	Run 27,001		150.00
2015-08-26	Run 26,958		300.00
2015-08-26	Run 27,043		445.84
2015-08-26	Run 27,028		597.00
2015-08-26	Run 27,033		783.00
2015-08-27	Run 27,078		57.10
2015-08-27	Run 27,171		72.20
2015-08-27	Run 27,067		75.69
2015-08-27	Run 27,131		75.98
2015-08-27	Run 27,157		93.68
2015-08-27	Run 27,077		93.82
2015-08-27	Run 27,179		106.18
2015-08-27	Run 27,095		119.40
2015-08-27	Run 27,092		132.41
2015-08-27	Run 27,096		150.00
2015-08-27	Run 27,058		150.00
2015-08-27	Run 27,085		150.00
2015-08-27	Run 27,124		168.60
2015-08-27	Run 27,146		300.00
2015-08-27	Run 27,049		745.00
2015-08-27	Run 27,045		759.00
2015-08-27	Run 27,192		759.00
2015-08-27	Run 27,044		809.00
2015-08-27	Run 27,116		821.00
2015-08-27	Run 27,169		843.00
2015-08-27	Run 27,139		862.00

Trip Date	#	Customer	Due
2015-08-28	Run 27,303		95.13
2015-08-28	Run 27,252		100.00
2015-08-28	Run 27,347		150.00
2015-08-28	Run 27,253		150.00
2015-08-28	Run 27,296		160.91
2015-08-28	Run 27,214		561.00
2015-08-28	Run 27,280		573.00
2015-08-28	Run 27,229		597.00
2015-08-28	Run 27,276		645.00
2015-08-28	Run 27,267		819.00
2015-08-28	Run 27,271		845.00
2015-08-29	Run 27,414		17.92
2015-08-29	Run 27,399		75.71
2015-08-29	Run 27,415		80.34
2015-08-29	Run 27,393		81.22
2015-08-29	Run 27,319		150.00
2015-08-29	Run 27,338		150.00
2015-08-29	Run 27,353		150.00
2015-08-29	Run 27,390		150.00
2015-08-29	Run 27,457		150.00
2015-08-29	Run 27,337		250.00
2015-08-29	Run 27,408		289.80
2015-08-29	Run 27,318		537.00
2015-08-29	Run 27,401		549.00
2015-08-29	Run 27,403		561.00
2015-08-29	Run 27,423		793.00
2015-08-29	Run 27,311		807.00
2015-08-29	Run 27,378		833.00
2015-08-29	Run 27,364		865.00
2015-08-29	Run 27,422		891.00
2015-08-29	Run 27,346		1,049.00
2015-08-30	Run 27,433		92.66
2015-08-30	Run 27,519		100.00
2015-08-30	Run 27,482		150.00
2015-08-30	Run 27,533		150.00
2015-08-30	Run 27,495		374.27
2015-08-30	Run 27,444		402.65
2015-08-30	Run 27,483		452.57
2015-08-30	Run 27,420		549.00
2015-08-30	Run 27,418		587.00
2015-08-30	Run 27,480		657.00
2015-08-30	Run 27,520		705.00
2015-08-30	Run 27,439		783.00
2015-08-30	Run 27,505		807.00
2015-08-30	Run 27,494		807.00
2015-08-30	Run 27,397		857.00
2015-08-30	Run 27,437		891.00
2015-08-30	Run 27,430		898.00
2015-08-30	Run 27,499		953.00
2015-08-30	Run 27,508		1,009.00
2015-08-31	Run 27,567		75.69
2015-08-31	Run 27,554		76.27
2015-08-31	Run 27,542		85.83
2015-08-31	Run 27,585		89.32
2015-08-31	Run 27,614		100.00
2015-08-31	Run 27,558		125.00
2015-08-31	Run 27,588		136.20
2015-08-31	Run 27,556		150.00
2015-08-31	Run 27,552		150.00
2015-08-31	Run 27,575		150.00
2015-08-31	Run 27,599		154.20

Trip Date	#	Customer	Due
2015-08-31	Run 27,522		481.40
2015-08-31	Run 27,534		537.00
2015-08-31	Run 27,586		573.00
2015-08-31	Run 27,638		573.00
2015-08-31	Run 27,568		613.30
2015-08-31	Run 27,555		645.00
2015-08-31	Run 27,514		657.00
2015-08-31	Run 27,611		745.00
2015-08-31	Run 27,598		771.00
2015-08-31	Run 27,539		783.00
2015-08-31	Run 27,560		797.00
2015-08-31	Run 27,550		807.00
2015-08-31	Run 27,590		809.00
2015-08-31	Run 27,548		891.00
2015-08-31	Run 27,578		893.00
2015-08-31	Run 27,624		951.00
2015-09-01	Run 27,835		15.28
2015-09-01	Run 27,668		35.00
2015-09-01	Run 27,820		105.35
2015-09-01	Run 27,730		125.00
2015-09-01	Run 27,707		150.00
2015-09-01	Run 27,708		150.00
2015-09-01	Run 27,717		150.00
2015-09-01	Run 27,678		150.00
2015-09-01	Run 27,681		150.00
2015-09-01	Run 27,686		150.00
2015-09-01	Run 27,719		328.40
2015-09-01	Run 27,694		573.00
2015-09-01	Run 27,704		646.00
2015-09-01	Run 27,714		929.00
2015-09-02	Run 27,842		20.00
2015-09-02	Run 27,805		35.00
2015-09-02	Run 27,851		80.20
2015-09-02	Run 27,814		100.00
2015-09-02	Run 27,799		100.00
2015-09-02	Run 27,809		103.75
2015-09-02	Run 27,824		137.25
2015-09-02	Run 27,774		150.00
2015-09-02	Run 27,769		150.00
2015-09-02	Run 27,816		150.00
2015-09-02	Run 27,760		150.00
2015-09-02	Run 27,786		250.00
2015-09-02	Run 27,812		300.00
2015-09-02	Run 27,848		549.00
2015-09-02	Run 27,735		561.00
2015-09-02	Run 27,780		685.00
2015-09-02	Run 27,789		700.62
2015-09-03	Run 27,887		60.00
2015-09-03	Run 27,980		92.22
2015-09-03	Run 27,885		110.00
2015-09-03	Run 27,865		150.00
2015-09-03	Run 27,956		196.78
2015-09-03	Run 27,909		300.00
2015-09-03	Run 27,840		359.02
2015-09-03	Run 27,927		372.24
2015-09-03	Run 27,899		537.00
2015-09-03	Run 27,913		549.00
2015-09-03	Run 27,871		561.00
2015-09-03	Run 27,896		573.00
2015-09-03	Run 27,992		573.00
2015-09-03	Run 27,911		609.00

Trip Date	#	Customer	Due
2015-09-03	Run 27,944		609.00
2015-09-03	Run 27,903		649.00
2015-09-03	Run 27,877		697.00
2015-09-03	Run 27,938		795.00
2015-09-03	Run 27,859		819.00
2015-09-03	Run 27,901		821.00
2015-09-03	Run 27,937		862.00
2015-09-03	Run 27,930		867.00
2015-09-03	Run 27,881		869.00
2015-09-04	Run 28,079		35.00
2015-09-04	Run 27,972		76.13
2015-09-04	Run 28,066		84.23
2015-09-04	Run 28,021		86.26
2015-09-04	Run 28,053		150.00
2015-09-04	Run 28,057		250.00
2015-09-04	Run 28,092		499.56
2015-09-04	Run 28,003		593.00
2015-09-04	Run 27,981		609.00
2015-09-04	Run 28,016		747.00
2015-09-04	Run 28,013		771.00
2015-09-04	Run 27,998		771.00
2015-09-04	Run 27,977		853.00
2015-09-04	Run 27,983		881.00
2015-09-04	Run 28,071		939.00
2015-09-04	Run 27,947		975.00
2015-09-05	Run 28,185		17.92
2015-09-05	Run 28,174		87.86
2015-09-05	Run 28,158		90.19
2015-09-05	Run 28,133		102.40
2015-09-05	Run 28,116		109.80
2015-09-05	Run 28,155		150.00
2015-09-05	Run 28,192		168.60
2015-09-05	Run 28,107		250.00
2015-09-05	Run 28,157		549.00
2015-09-05	Run 28,124		597.00
2015-09-05	Run 28,109		609.00
2015-09-05	Run 28,121		633.00
2015-09-05	Run 28,189		691.40
2015-09-05	Run 28,227		745.00
2015-09-05	Run 28,127		831.00
2015-09-05	Run 28,212		838.00
2015-09-05	Run 28,135		869.00
2015-09-05	Run 28,172		1,018.00
2015-09-06	Run 28,288		85.17
2015-09-06	Run 28,301		87.86
2015-09-06	Run 28,254		89.46
2015-09-06	Run 28,295		94.84
2015-09-06	Run 28,293		97.17
2015-09-06	Run 28,323		110.84
2015-09-06	Run 28,337		156.20
2015-09-06	Run 28,275		300.62
2015-09-06	Run 28,269		435.76
2015-09-06	Run 28,348		537.00
2015-09-06	Run 28,276		549.00
2015-09-06	Run 28,202		561.00
2015-09-06	Run 28,257		597.00
2015-09-06	Run 28,258		597.00
2015-09-06	Run 28,339		721.00
2015-09-06	Run 28,272		789.00
2015-09-06	Run 28,292		809.00
2015-09-06	Run 28,474		929.00

Trip Date	#	Customer	Due
2015-09-07	Run 28,382		41.79
2015-09-07	Run 28,329		72.35
2015-09-07	Run 28,378		73.65
2015-09-07	Run 28,398		84.37
2015-09-07	Run 28,410		110.00
2015-09-07	Run 28,401		150.00
2015-09-07	Run 28,416		189.60
2015-09-07	Run 28,362		200.00
2015-09-07	Run 28,355		300.00
2015-09-07	Run 28,422		328.40
2015-09-07	Run 28,343		549.00
2015-09-07	Run 28,328		621.00
2015-09-07	Run 28,415		759.00
2015-09-07	Run 28,436		807.00
2015-09-07	Run 28,319		809.00
2015-09-07	Run 28,402		833.00
2015-09-08	Run 28,504		18.59
2015-09-08	Run 28,445		20.00
2015-09-08	Run 28,496		84.66
2015-09-08	Run 28,503		150.00
2015-09-08	Run 28,493		150.00
2015-09-08	Run 28,511		150.00
2015-09-08	Run 28,537		150.00
2015-09-08	Run 28,434		150.00
2015-09-08	Run 28,464		150.00
2015-09-08	Run 28,472		300.00
2015-09-08	Run 28,548		585.00
2015-09-08	Run 28,705		609.00
2015-09-08	Run 28,524		893.00
2015-09-08	Run 28,530		927.00
2015-09-09	Run 28,644		125.00
2015-09-09	Run 28,658		149.37
2015-09-09	Run 28,630		150.00
2015-09-09	Run 28,647		150.00
2015-09-09	Run 28,661		250.00
2015-09-09	Run 28,609		407.19
2015-09-09	Run 28,580		448.91
2015-09-09	Run 28,631		597.00
2015-09-09	Run 28,706		682.00
2015-09-09	Run 28,664		693.00
2015-09-09	Run 28,623		721.00
2015-09-09	Run 28,672		733.00
2015-09-09	Run 28,596		744.00
2015-09-09	Run 28,590		759.00
2015-09-09	Run 28,632		759.00
2015-09-09	Run 28,571		759.00
2015-09-09	Run 28,604		771.00
2015-09-09	Run 28,583		809.00
2015-09-09	Run 28,656		831.00
2015-09-09	Run 28,652		843.00
2015-09-10	Run 28,703		50.49
2015-09-10	Run 28,712		93.68
2015-09-10	Run 28,697		95.86
2015-09-10	Run 28,687		98.91
2015-09-10	Run 28,737		125.00
2015-09-10	Run 28,726		160.00
2015-09-10	Run 28,722		300.00
2015-09-10	Run 28,777		573.00
2015-09-10	Run 28,694		591.00
2015-09-10	Run 28,781		609.00
2015-09-10	Run 28,698		633.00

Trip Date	#	Customer	Due
2015-09-10	Run 28,735		697.00
2015-09-10	Run 28,724		721.00
2015-09-10	Run 28,759		733.00
2015-09-10	Run 28,670		783.00
2015-09-10	Run 28,783		819.00
2015-09-10	Run 28,701		821.00
2015-09-10	Run 28,794		821.00
2015-09-10	Run 28,696		855.00
2015-09-11	Run 28,843		20.00
2015-09-11	Run 28,827		65.86
2015-09-11	Run 28,903		90.19
2015-09-11	Run 28,847		150.00
2015-09-11	Run 28,902		150.00
2015-09-11	Run 28,864		208.83
2015-09-11	Run 28,861		250.00
2015-09-11	Run 28,841		537.00
2015-09-11	Run 28,840		561.00
2015-09-11	Run 28,867		597.00
2015-09-11	Run 28,786		633.00
2015-09-11	Run 28,846		669.00
2015-09-11	Run 28,815		673.00
2015-09-11	Run 28,787		747.00
2015-09-11	Run 28,844		819.00
2015-09-11	Run 28,795		821.00
2015-09-11	Run 28,957		953.00
2015-09-12	Run 28,973		87.95
2015-09-12	Run 28,877		150.00
2015-09-12	Run 28,884		150.00
2015-09-12	Run 28,942		528.16
2015-09-12	Run 28,908		621.00
2015-09-12	Run 28,982		733.00
2015-09-12	Run 28,945		781.00
2015-09-12	Run 28,898		783.00
2015-09-12	Run 28,983		1,045.00
2015-09-13	Run 29,013		96.73
2015-09-13	Run 29,028		125.00
2015-09-13	Run 29,036		150.00
2015-09-13	Run 29,114		150.00
2015-09-13	Run 29,018		150.00
2015-09-13	Run 29,050		150.00
2015-09-13	Run 29,089		150.00
2015-09-13	Run 29,099		150.00
2015-09-13	Run 29,040		213.90
2015-09-13	Run 29,039		300.00
2015-09-13	Run 29,016		400.00
2015-09-13	Run 29,015		531.00
2015-09-13	Run 29,030		561.00
2015-09-13	Run 29,031		573.00
2015-09-13	Run 29,009		573.00
2015-09-13	Run 29,088		621.00
2015-09-13	Run 29,084		645.00
2015-09-13	Run 29,051		669.00
2015-09-13	Run 29,046		717.00
2015-09-13	Run 29,074		747.00
2015-09-13	Run 29,101		759.00
2015-09-13	Run 29,010		769.00
2015-09-13	Run 29,060		807.00
2015-09-13	Run 29,048		831.00
2015-09-13	Run 29,003		845.00
2015-09-13	Run 29,113		869.00
2015-09-13	Run 29,019		949.00

Trip Date	#	Customer	Due
2015-09-14	Run 29,178		17.92
2015-09-14	Run 29,123		77.43
2015-09-14	Run 29,192		118.20
2015-09-14	Run 29,142		150.00
2015-09-14	Run 29,176		150.00
2015-09-14	Run 29,160		150.00
2015-09-14	Run 29,107		150.00
2015-09-14	Run 29,140		150.00
2015-09-14	Run 29,145		150.00
2015-09-14	Run 29,153		537.00
2015-09-14	Run 29,185		537.00
2015-09-14	Run 29,139		549.00
2015-09-14	Run 29,285		645.00
2015-09-14	Run 29,879		771.00
2015-09-15	Run 29,304		76.56
2015-09-15	Run 29,248		95.57
2015-09-15	Run 29,289		150.00
2015-09-15	Run 29,336		207.37
2015-09-15	Run 29,337		300.00
2015-09-15	Run 29,294		549.00
2015-09-15	Run 29,244		657.00
2015-09-15	Run 29,275		697.00
2015-09-15	Run 29,302		721.00
2015-09-15	Run 29,236		809.00
2015-09-15	Run 29,313		813.00
2015-09-15	Run 29,250		831.00
2015-09-15	Run 29,210		869.00
2015-09-16	Run 29,357		9.18
2015-09-16	Run 29,371		75.00
2015-09-16	Run 29,378		79.32
2015-09-16	Run 29,411		94.70
2015-09-16	Run 29,398		125.00
2015-09-16	Run 29,416		125.00
2015-09-16	Run 29,412		398.85
2015-09-16	Run 29,353		597.00
2015-09-16	Run 29,356		597.00
2015-09-16	Run 29,370		747.00
2015-09-16	Run 29,419		747.73
2015-09-16	Run 29,396		771.00
2015-09-16	Run 29,376		807.00
2015-09-16	Run 29,495		831.00
2015-09-16	Run 29,430		845.00
2015-09-16	Run 29,333		853.00
2015-09-16	Run 29,341		881.00
2015-09-16	Run 29,401		903.00
2015-09-17	Run 29,469		75.98
2015-09-17	Run 29,535		93.82
2015-09-17	Run 29,483		118.76
2015-09-17	Run 29,437		150.00
2015-09-17	Run 29,454		585.00
2015-09-17	Run 29,420		661.00
2015-09-17	Run 29,439		759.00
2015-09-17	Run 29,500		831.00
2015-09-17	Run 29,481		843.00
2015-09-17	Run 29,518		845.00
2015-09-17	Run 29,540		917.00
2015-09-18	Run 29,522		43.52
2015-09-18	Run 29,598		91.64
2015-09-18	Run 29,653		99.78
2015-09-18	Run 29,586		101.24
2015-09-18	Run 29,642		150.00

Trip Date	#	Customer	Due
2015-09-18	Run 29,551		150.00
2015-09-18	Run 29,601		150.00
2015-09-18	Run 29,605		250.00
2015-09-18	Run 29,558		400.00
2015-09-18	Run 29,656		541.00
2015-09-18	Run 29,657		541.00
2015-09-18	Run 29,556		759.00
2015-09-18	Run 29,539		833.00
2015-09-18	Run 29,659		833.00
2015-09-19	Run 29,761		10.76
2015-09-19	Run 29,670		14.96
2015-09-19	Run 29,676		66.98
2015-09-19	Run 29,630		75.98
2015-09-19	Run 29,723		83.40
2015-09-19	Run 29,710		90.33
2015-09-19	Run 29,675		92.95
2015-09-19	Run 29,692		150.00
2015-09-19	Run 29,702		299.63
2015-09-19	Run 29,716		300.00
2015-09-19	Run 29,709		366.60
2015-09-19	Run 29,649		537.00
2015-09-19	Run 29,686		537.00
2015-09-19	Run 29,698		537.00
2015-09-19	Run 29,664		549.00
2015-09-19	Run 29,727		578.38
2015-09-19	Run 29,758		645.00
2015-09-19	Run 29,695		783.00
2015-09-19	Run 29,690		809.00
2015-09-19	Run 29,734		877.00
2015-09-20	Run 29,815		20.00
2015-09-20	Run 29,857		91.79
2015-09-20	Run 29,791		93.24
2015-09-20	Run 29,838		110.00
2015-09-20	Run 29,819		119.40
2015-09-20	Run 29,831		150.00
2015-09-20	Run 29,814		250.00
2015-09-20	Run 29,744		521.80
2015-09-20	Run 29,802		621.00
2015-09-20	Run 29,773		681.00
2015-09-20	Run 29,782		771.00
2015-09-20	Run 29,820		771.00
2015-09-20	Run 29,826		795.00
2015-09-20	Run 29,817		841.00
2015-09-20	Run 29,823		927.00
2015-09-21	Run 29,916		87.14
2015-09-21	Run 29,900		97.60
2015-09-21	Run 29,943		97.75
2015-09-21	Run 29,971		561.00
2015-09-21	Run 29,856		709.00
2015-09-21	Run 29,925		771.00
2015-09-21	Run 29,989		843.00
2015-09-21	Run 29,967		893.00
2015-09-21	Run 29,940		953.00
2015-09-21	Run 29,902		1,011.00
2015-09-21	Run 29,930		1,023.00
2015-09-22	Run 30,092		71.62
2015-09-22	Run 29,956		80.34
2015-09-22	Run 30,090		150.00
2015-09-22	Run 30,089		150.00
2015-09-22	Run 29,986		250.00
2015-09-22	Run 30,069		466.84

Trip Date	#	Customer	Due
2015-09-22	Run 30,077		537.00
2015-09-22	Run 29,995		537.00
2015-09-22	Run 30,015		561.00
2015-09-22	Run 29,996		597.00
2015-09-22	Run 30,059		621.00
2015-09-22	Run 29,976		621.00
2015-09-22	Run 30,037		669.00
2015-09-22	Run 30,096		819.00
2015-09-23	Run 30,150		88.88
2015-09-23	Run 30,129		94.41
2015-09-23	Run 30,216		150.00
2015-09-23	Run 30,184		150.00
2015-09-23	Run 30,122		549.00
2015-09-23	Run 30,182		561.00
2015-09-23	Run 30,195		573.00
2015-09-23	Run 30,073		609.00
2015-09-23	Run 30,232		615.00
2015-09-23	Run 30,144		621.00
2015-09-23	Run 30,154		831.00
2015-09-23	Run 30,169		833.00
2015-09-24	Run 30,231		37.10
2015-09-24	Run 30,253		73.51
2015-09-24	Run 30,261		100.00
2015-09-24	Run 30,281		125.00
2015-09-24	Run 30,238		150.00
2015-09-24	Run 30,245		150.00
2015-09-24	Run 30,285		150.00
2015-09-24	Run 30,228		585.00
2015-09-24	Run 30,375		747.00
2015-09-24	Run 30,205		757.00
2015-09-25	Run 30,334		89.90
2015-09-25	Run 30,335		92.66
2015-09-25	Run 30,410		123.61
2015-09-25	Run 30,299		125.00
2015-09-25	Run 30,381		150.00
2015-09-25	Run 30,408		150.00
2015-09-25	Run 30,383		183.24
2015-09-25	Run 30,428		211.55
2015-09-25	Run 30,331		234.92
2015-09-25	Run 30,433		381.70
2015-09-25	Run 30,315		573.00
2015-09-25	Run 30,313		669.00
2015-09-25	Run 30,394		771.00
2015-09-25	Run 30,371		843.00
2015-09-25	Run 30,411		843.00
2015-09-25	Run 30,380		855.00
2015-09-25	Run 30,431		857.00
2015-09-25	Run 30,404		893.00
2015-09-25	Run 30,387		1,045.00
2015-09-26	Run 30,476		85.68
2015-09-26	Run 30,417		150.00
2015-09-26	Run 30,468		150.00
2015-09-26	Run 30,424		573.00
2015-09-26	Run 30,425		645.00
2015-09-26	Run 30,398		795.00
2015-09-26	Run 30,615		833.00
2015-09-26	Run 30,509		843.00
2015-09-27	Run 30,564		19.41
2015-09-27	Run 30,647		77.58
2015-09-27	Run 30,510		125.00
2015-09-27	Run 30,496		150.00

Trip Date	#	Customer	Due
2015-09-27	Run 30,578		300.00
2015-09-27	Run 30,529		300.00
2015-09-27	Run 30,603		1,428.00
2015-09-28	Run 30,633		75.00
2015-09-28	Run 30,696		125.00
2015-09-28	Run 30,666		154.18
2015-09-28	Run 30,650		182.89
2015-09-28	Run 30,675		549.00
2015-09-28	Run 30,704		559.00
2015-09-28	Run 30,600		561.00
2015-09-28	Run 30,714		781.00
2015-09-28	Run 30,691		809.00
2015-09-28	Run 30,686		831.00
2015-09-28	Run 30,708		937.00
2015-09-28	Run 30,703		941.00
2015-09-29	Run 30,828		87.28
2015-09-29	Run 30,736		87.86
2015-09-29	Run 30,751		92.51
2015-09-29	Run 30,859		118.54
2015-09-29	Run 30,771		125.00
2015-09-29	Run 30,713		150.00
2015-09-29	Run 30,718		150.00
2015-09-29	Run 30,765		300.00
2015-09-29	Run 30,725		783.00
2015-09-30	Run 30,881		84.23
2015-09-30	Run 30,862		100.00
2015-09-30	Run 30,968		150.00
2015-09-30	Run 30,892		350.00
2015-09-30	Run 30,873		609.00
2015-09-30	Run 30,913		669.00
2015-09-30	Run 30,964		719.00
2015-09-30	Run 30,902		759.00
2015-09-30	Run 30,872		797.00
2015-09-30	Run 30,923		867.00
2015-09-30	Run 30,967		869.00
2015-09-30	Run 30,882		946.00
2015-09-30	Run 30,932		1,033.00
2015-10-01	Run 30,961		80.49
2015-10-01	Run 31,042		84.23
2015-10-01	Run 31,034		88.15
2015-10-01	Run 31,024		89.32
2015-10-01	Run 31,021		91.64
2015-10-01	Run 30,966		99.49
2015-10-01	Run 31,047		125.00
2015-10-01	Run 30,989		190.00
2015-10-01	Run 31,066		300.00
2015-10-01	Run 30,986		561.00
2015-10-01	Run 31,018		561.00
2015-10-01	Run 30,965		585.00
2015-10-01	Run 31,048		697.00
2015-10-01	Run 31,037		747.00
2015-10-01	Run 31,039		879.00
2015-10-02	Run 31,098		74.53
2015-10-02	Run 31,167		89.75
2015-10-02	Run 31,136		92.95
2015-10-02	Run 31,155		150.00
2015-10-03	Run 31,199		150.00
2015-10-03	Run 31,239		609.00
2015-10-03	Run 31,236		855.00
2015-10-04	Run 31,326		23.41
2015-10-04	Run 31,338		130.00

Trip Date	#	Customer	Due
2015-10-04	Run 31,336		150.00
2015-10-04	Run 31,312		150.00
2015-10-04	Run 31,330		215.00
2015-10-04	Run 31,261		597.00
2015-10-05	Run 31,441		78.45
2015-10-05	Run 31,385		150.00
2015-10-05	Run 31,497		150.00
2015-10-05	Run 31,368		150.00
2015-10-05	Run 31,516		487.19
2015-10-05	Run 31,496		771.00
2015-10-05	Run 31,446		915.00
2015-10-06	Run 31,561		633.00
2015-10-07	Run 31,733		18.00
2015-10-07	Run 31,629		35.00
2015-10-07	Run 31,668		92.08
2015-10-07	Run 31,680		150.00
2015-10-07	Run 31,590		188.10
2015-10-08	Run 31,778		150.00
2015-10-08	Run 31,816		150.00
2015-10-08	Run 31,829		150.00
2015-10-08	Run 31,758		200.95
2015-10-08	Run 31,824		597.00
2015-10-08	Run 31,804		903.00
2015-10-09	Run 31,856		79.18
2015-10-09	Run 31,907		129.00
2015-10-09	Run 31,999		278.90
2015-10-10	Run 32,063		150.00
2015-10-10	Run 32,040		150.00
2015-10-10	Run 32,015		150.00
2015-10-10	Run 32,017		843.00
2015-10-10	Run 31,995		869.00
2015-10-11	Run 32,137		60.00
2015-10-11	Run 32,089		73.43
2015-10-11	Run 32,060		91.50
2015-10-11	Run 32,146		128.12
2015-10-11	Run 32,101		150.00
2015-10-11	Run 32,104		537.00
2015-10-11	Run 32,159		549.00
2015-10-12	Run 32,225		66.98
2015-10-12	Run 32,179		85.54
2015-10-12	Run 32,241		85.54
2015-10-12	Run 32,181		101.97
2015-10-12	Run 32,180		549.00
2015-10-12	Run 32,220		549.30
2015-10-12	Run 32,178		668.45
2015-10-13	Run 32,296		150.00
2015-10-13	Run 32,390		150.00
2015-10-13	Run 32,319		150.00
2015-10-13	Run 32,351		150.00
2015-10-14	Run 32,454		89.75
2015-10-14	Run 32,405		93.53
2015-10-14	Run 32,420		95.88
2015-10-14	Run 32,450		697.00
2015-10-14	Run 32,504		783.00
2015-10-15	Run 32,521		71.33
2015-10-15	Run 32,518		93.97
2015-10-15	Run 32,586		94.99
2015-10-15	Run 32,580		101.09
2015-10-15	Run 32,509		256.17
2015-10-15	Run 32,482		318.90
2015-10-15	Run 32,603		420.73

Trip Date	#	Customer	Due
2015-10-15	Run 32,601		757.00
2015-10-15	Run 32,531		771.00
2015-10-15	Run 32,548		831.00
2015-10-16	Run 32,611		84.81
2015-10-16	Run 32,664		118.20
2015-10-16	Run 32,640		150.00
2015-10-16	Run 32,685		821.00
2015-10-17	Run 32,870		78.89
2015-10-17	Run 32,757		94.26
2015-10-17	Run 32,725		102.40
2015-10-17	Run 32,696		225.46
2015-10-17	Run 32,812		783.00
2015-10-18	Run 32,915		72.64
2015-10-18	Run 33,008		77.29
2015-10-18	Run 32,841		92.37
2015-10-18	Run 32,854		166.35
2015-10-18	Run 33,016		633.00
2015-10-19	Run 33,053		150.00
2015-10-19	Run 32,956		771.00
2015-10-21	Run 33,191		92.22
2015-10-21	Run 33,187		573.00
2015-10-22	Run 33,318		150.00
2015-10-22	Run 33,375		556.57
2015-10-23	Run 33,478		747.00
2015-10-24	Run 33,550		150.00
2015-10-24	Run 33,569		573.00
2015-10-24	Run 33,580		917.00
2015-10-25	Run 33,628		150.00
2015-10-25	Run 33,712		282.18
2015-10-25	Run 33,650		985.00
2015-10-27	Run 33,919		40.36
2015-10-27	Run 33,911		57.10
2015-10-27	Run 33,875		609.00
2015-10-28	Run 33,995		549.00
2015-10-30	Run 34,243		97.02
2015-10-30	Run 34,264		721.00
2015-11-05	Run 34,952		819.00
2015-11-08	Run 35,279		585.00
2015-11-11	Run 35,552		609.00
2015-11-11	Run 35,526		783.00
2015-11-11	Run 35,583		869.00
2015-11-12	Run 35,724		949.00
2015-11-17	Run 36,323		709.00
2015-11-22	Run 36,898		721.00
2015-11-29	Run 37,500		759.00
2015-12-02	Run 37,818		759.00
2015-12-05	Run 38,077		747.00
2015-12-08	Run 38,430		697.00
2015-12-08	Run 38,434		759.00
# Transports = **3,964**		Total Requested Write-Off =	**1,866,895.22**

RESOLUTION R2016 -____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING THAT CERTAIN ACCOUNTS OWED TO THE EMERGENCY MEDICAL SERVICE FUND SHALL BE WRITTEN OFF AS UNCOLLECTIBLE BAD DEBTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain accounts totaling $1,866,895.22 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – BDWO 2015_16Q2" and made part hereof by reference; and

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list.

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

Section 1. That the foregoing recitals are true and correct and incorporated herein by reference.

Section 2. That the accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including, but not limited to, use of a collection agency under contract to Escambia County.

Section 3. That all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

Section 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: ACA
Date: 5/24/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10450 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Federally-Funded Sub-award and Agreement, Contract Number 17-FG-XX-01-27-01-090
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

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

That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number 17-FG-XX-01-27-01-090:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $106,011, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2016, through June 30, 2017;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the

following language within the Agreement:

Section (22) Mandated Conditions, subsection b, that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

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

BACKGROUND:

Federally funds are provided to assist local governments in enhancing and sustaining all-hazards emergency management capabilities as it relates to organizations, planning, training, and exercises. These funds require a dollar-for-dollar match that is applied against the current Escambia County Division of Emergency Management's budget. This Agreement is providing funds in the amount of $106,011, with a contract period of July 1, 2016 though June 30, 2017.

BUDGETARY IMPACT:

The grant funds are designed as an operational, planing, training and exercise cost reimbursement to the Escambia County Division of Emergency Management with a non-federal dollar-for-dollar match requirement. The current General Fund support of the Escambia County Division of Emergency Management budget meets the match requirement and no additional matching funds are required to be identified to implement this grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioner's Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement. This grant is being coordinated with FDEM.

Attachments

Federal Grant #17-FG-XX-01-27-01-090

Contract Number: 17-FG- -01-27-01-090

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	**Escambia County**
Sub-Recipient's unique entity identifier (DUNS):	07-507-96673
Federal Award Identification Number (FAIN):	
Federal Award Date:	
Subaward Period of Performance Start and End Date:	**July 1, 2016 – June 30, 2017**
Amount of Federal Funds Obligated by this Agreement:	**$106,011.00**
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$13,133,449.43
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$15,712,687
Federal award project description (see FFATA):	
Name of Federal awarding agency:	The Department of Homeland Security (DHS)
Name of pass-through entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.042
Whether the award is Research & Development:	No (N/A)
Indirect cost rate for the Federal award:	26.21%

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in attachment titled: Program Statutes and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor, verify and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Teresa A. Warner
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: Teresa.warner@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Escambia County Division of Emergency Management
6575 North W Street
Pensacola, Florida 32505
Telephone: 850-471-6400
Fax: 850-471-6487
Email: jsdosh@myescambia.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Program Budget and Scope of Work/Deliverables of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2016 and shall end on June 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred during the successful completion of required tasks outlined in attachment titled: Scope of Work/Deliverables. Allowable costs are listed in the attachment titled: Allowable Costs and Eligible Activities.

d. The maximum reimbursement amount for the entirety of this Agreement is **$106,011.00**. However, the amount of reimbursement is limited as follows:

i. Quarter 1 – no more than 70% of maximum reimbursement amount for this Agreement;

ii. Quarter 2 – an amount that, when combined with the Quarter 1 reimbursement, does not exceed 80% of maximum reimbursement amount for this Agreement;

iii. Quarter 3 – an amount that, when combined with the Quarter 1 and Quarter 2 reimbursements, does not exceed 90% of maximum reimbursement amount for this Agreement.

e. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

f. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against the allowable costs outlined in this agreement and required deliverables.

g. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed (such as a collective barging agreement) due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

i. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

j. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

k. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)<u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall have the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient

which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other

forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work/Deliverables and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in attachment titled: Reports.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in attachment titled: Scope of Work/Deliverables to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen

(15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Program Budget
iii. Attachment B – Scope of Work / Deliverables
iv. Attachment C – Allowable Cost and Eligible Activities
v. Attachment D – Reports
vi. Attachment E – Program Statutes and Regulations
vii. Attachment F – Justification of Advance Payment
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Statement of Assurances
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Reporting Forms

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account and any interest earned is excess funds and must be returned to the State or applied against what is owed. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as attachment titled: Justification of Advance Payment. Attachment titled: Justification of Advance Payment will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these

funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. **The final Invoice shall be submitted within forty-five (45 days after the expiration date of the agreement.** An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

All payments relating to the Agreement shall be mailed to the following address:

John Dosh, Manager
Division of Emergency Management
6575 North W Street
Pensacola, Florida 32505

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the

requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)<u>LOBBYING PROHIBITION</u>

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "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."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable

material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)<u>COPELAND ANTI-KICKBACK ACT</u>

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as attachment titled: Statement of Assurances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By:_____

Name and title:Grover C. Robinson, IV, Chairman

Date:_____

FID# 59-6000-598

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

Date BCC Approved:_____
Date BCC Signed:_____

By:_____

Name and Title: Jonathan Lord, Deputy Director

Date:_____

Approved as to form and legal sufficiency.

By/Title:_____

Date: 01/8/18

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant # 97.042
Award amount: $ 106,011.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:
Chapter 252, Florida Statutes
Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Federal Program:
List applicable compliance requirements as follows:

1. *First applicable compliance requirement* (*e.g., what activities/services/purposes the federal resources must be used for*):
Sub-Recipient is to use funding to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Notice of Funding Opportunity, Fiscal Year 2016 Emergency Management Performance Grant Program.

2. *Second applicable compliance requirement (e.g., eligibility requirements for Sub-Recipients of the resources:*
Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in Notice of Funding Opportunity (NOFO), Fiscal Year 2016 EMPG, Appendix B – FY 2016 EMPG Funding Guidelines and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

- Below is a general budget which outlines eligible categories and their allocation under this award.

- The transfer of funds between the categories listed in the Program Budget is permitted. If funds need to be moved in categories, send a revised Program Budget to your grant manager.

Grant	Sub-Recipient Agency	Category	Amount Allocated
FY 2016 – Emergency Management Performance Grants Program	ESCAMBIA COUNTY	Organizational Expenditures	$98,011.00
		Planning Expenditures	$0.00
		Training Expenditures	$0.00
		Exercise Expenditures	$0.00
		Equipment Expenditures	$8,000.00
		Management and Administration Expenditures (no greater than 5%)	$0.00
Total Award		**$106,011.00**	

Attachment B

Scope of Work / Deliverables

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Notice of Funding Opportunity (NOFO), Fiscal Year 2016 EMPG, Appendix B – FY 2016 EMPG Funding Guidelines. EMPG Program Guidance, FY2016 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration**. Eligible activities are outlined in Allowable Costs and Eligible Activities. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

By signing this Agreement, the Sub-Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds.

Monitoring: Monitoring will be accomplished through desk-based reviews, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the Sub-Recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Procurement: All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Piggy-backing: The practice of one agency using the procurement/agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for

a broader or materially different contract. Only piggy-back agreements that meet all requirements as outline in the Sub-Recipient shall be allowable.

At a minimum the County is to successfully complete the following tasks throughout the contract period to ensure compliance and coordination with the state emergency management. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or working towards the completion of each task. Items will also be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to validate compliance. All back-up documentation listed below shall be uploaded to the Division's Sharepoint portal, https://portal.floridadisaster.org

Task(s):

1. **24-7 Operations.** The minimum acceptable standard for payment is to maintain a 24-7 operation. The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week.

2. **Proposed Match Plan** (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.

3. **All Emergency Management personnel.** Each quarter must provide Quarterly Tasks (Form 1B) to show you are able to maintain a minimum level of capability. Submit current EMAP accreditation certification OR for each emergency management position, provide certificates for the following training via SharePoint and/or SERT TRAC:
    - IS 100 – Introduction to Incident Command System
    - IS 200 – ICS for Single Resources and Initial Action Incidents
    - IS 700 – National Incident Management Systems (NIMS)
    - IS 800 – National Response Framework

4. **EMPG Funding Positions Only - Training and Exercise -** To ensure that each county emergency management agency is in compliance with EMPG Guidance, each EMPG funded position during this contract period (July 1, 2016 – June 30, 2017) MUST provide the following items.
    - County Emergency Management employee(s) should participate in no less than three (3) exercises within the 12 month Agreement period
    - Submit an After Action Report (AAR) for each exercise conducted by the Sub-Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Sub-Recipient
    - Complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

5. **National Incident Management System (NIMS)** - The Sub-Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than ***December***

1st. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).

6. **Coordination and Collaboration** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs**.**
    - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda and a copy of the sign in sheets or certificate to show participation during this contract period (July 1, 2016 – June 30, 2017)

7. **Multi-Year Training and Exercise Plan (MYTEP)** – Sub-Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than **June 1st**.

Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented allowable costs incurred during the successful completion of the task(s) required to be performed in that quarter. Additionally, the submission of the certified Quarterly Tasks form is required.

Financial Consequence

Failure to successfully complete each of the required tasks, as outlined in the identified quarter(s), will result in a reduction of the Agreement amount by 10% per quarter.

Attachment C

Allowable Cost and Eligible Activities

I. Categories and Eligible Activities

The 2016 EMPG Funding Guidance allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration.**

Allowable Costs

A. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Sub-Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061
(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. “Full-time Emergency Management Director” means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.
(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county’s proportionate share of the state’s total population based on the most recent official population estimates. These amounts shall be increased or decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division’s distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county’s increase or decrease shall be commensurate with its proportionate share of the state’s total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

Mandatory Training and Exercise Requirements for EMPG funded employees only

All EMPG Program funded personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

The Quarterly Tasks (Form 1B) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the completion of the required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible "Organization" items include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
    - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
    - Major repairs to the County Emergency Operations Center
    - Central Heat/Air
    - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
    - Security Improvements (i.e. Cameras and equipment to operate)
    - Generators and Installation (Need prior EHP approval)

B. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities.
Some examples include:

- Emergency Management/Operation Plans
- Communications Plans
- Continuity/Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Evacuation planning
- Recovery Planning
- Federal (and Mutual Aid) Emergency Response Official (F/ERO) Credentialing and Validation

C. Training

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at http://www.fema.gov/exercise. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; Sub-Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/training-0.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/nims-doctrine-supporting-guides-tools.
Professional Development Series courses include:

- IS-120.a An Introduction to Exercises
- IS-230.d Fundamentals of Emergency Management
- IS-235.b Emergency Planning
- IS-240.b Leadership and Influence
- IS-241.b Decision Making and Problem Solving
- IS-242.b Effective Communication
- IS-244.b Developing and Managing Volunteers

To ensure the professional development of the emergency management workforce, the Sub-Recipients must ensure a routine capabilities assessment is accomplished and a TEP is developed and implemented.
For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy: http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+13.pdf.

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally-sponsored CERT training

- Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:

- ***Funds Used to Develop, Deliver, and Evaluate Training.*** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- ***Certification/Recertification of Instructors.*** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

D. Exercises

All EMPG-funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period.

Allowable exercise-related costs include:

- ***Funds Used to Design, Develop, Conduct and Evaluate an Exercise.*** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local

government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- ***Implementation of HSEEP.*** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- ***Other Items.*** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical**,** Biological**,** Radiological**,** Nuclear**,** and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Controlled Equipment
Grant funds may be used for the purchase of Controlled Equipment, however, because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Controlled Equipment List,* information regarding the *Controlled Equipment Request Form*, and a description of the specific requirements for acquiring controlled equipment with DHS/FEMA grant funds. For additional information on controlled equipment refer to
Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf), and the Recommendations Pursuant to Executive Order 13688 (https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).

Requirements for Small Unmanned Aircraft System
All requests to purchase Small Unmanned Aircraft System (SUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems(https://www.whitehouse.gov/the-press-office/2015/02/15/presidential-memorandum-promoting-economic-competitiveness-while-safegua), issued February 20, 2015.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Indirect Costs
Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

II. Construction and Renovation

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number 1660-0124 (http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf) to their Regional EMPG Program Manager for review. Additionally, Sub-Recipients are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. § 10.8, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq*.). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website:
http://www.dol.gov/compliance/laws/comp-dbra.htm.

III. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (http://www.fema.gov/grant-programs-directorate-information-bulletins) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: http://www.fema.gov/media-library/assets/documents/32474.

Unallowable Costs

- **Prohibited Equipment:** Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Prohibited Equipment List*. For additional information on Prohibited Equipment see Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf), and the Recommendations Pursuant to Executive Order 13688(https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).
- Expenditures for weapons systems and ammunition

- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

IV. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review. Additionally, all Sub-Recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance (http://www.fema.gov/media-library-data/1421336453304-d48abd61f8b2a35d2bad325ae49ae531/FP1080231_Environmental_Planning_Historic_Preservation_Policy.pdf) , and FP 108.24.4, Environmental Planning and Historical Preservation Policy (http://www.fema.gov/media-library-data/1388411752234-6ddb79121951a68e9ba036d2569aa488/18Dec13-NoNEPAReview.pdf)

EHP Technical Assistance, including the EHP Screening Form, can be found at (http://www.fema.gov/media-library-data/20130726-1806-25045-2839/gpd_ehp_screening_form_omb_1660_0115_june_2011.pdf)

V. Other Conditions

Vehicles

- Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Sub-Recipient's EMPG Base Grant expenditures.

Food and beverages

- Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Sub-Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor, (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat or (3) the Division may consider additional request. The request would need prior approval from Department of Financial Services and the Division. For more information, ask your grant manager.

Attachment D

Reports

Sub-Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in attachment titled: Reporting Forms and can be found on the Division internet site.

A. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

The Sub-Recipient shall provide the Division with <u>full</u> support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Sub-Recipient.

(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)

- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/<u>payroll registries</u>). Expense items need to have copies of invoices/receipts and canceled checks or general ledger for proof of payment. All documentation for reimbursement MUST include exact amounts and MUST be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). <u>Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".</u>
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- Equipment Acquisition Costs: Copies of Invoices/receipts and canceled checks or general ledger for proof of payment. AEL# for each purchase (if applicable).
- Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/<u>payroll registries</u>).

- For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
- If cancelled checks are NOT available, copies of the general ledger MUST be provided.

B. **The Quarterly Tasks Form is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.**

C. Proposed Match Plan (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.

D. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.

E. The final Close Out report is due forty-five (45) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).

Attachment E

Program Statutes and Regulations

1. Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
2. Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
3. Chapter 473, Florida Statutes
4. Chapter 215, Florida Statutes
5. Chapter 252, Florida Statutes
6. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
7. Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
8. Copyright notice 17 U.S.C. §§ 401 or 402
9. Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
10. Debarment and Suspension Executive Orders 12549 and 12689
11. Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
12. Duplication of Benefits 2 C.F.R. Part 200, Subpart E
13. Energy Policy and Conservation Act 42 U.S.C. § 6201
14. False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
15. Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
16. Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
17. Lobbying Prohibitions 31 U.S.C. § 1352
18. Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
19. Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
20. Terrorist Financing Executive Order 13224
21. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) U.S.C. § 1681 et seq.
22. Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
23. Rehabilitation Act of 1973 Section 504, .29 U.S.C. § 794
24. USA Patriot Act of 2001 18 U.S.C. § 175-172c
25. Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. 4712, and 10 U.S.C. §
26. 2324, 41 U.S.C. § § 4304 and 4310
27. 53 Federal Register 8034
28. Rule Chapters 27P-6, 27P-11 , and 27P-19, Florida Administrative Code
29. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
30. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply

Attachment F

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

27P-19.010 (9) The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____

Signature Sub-Recipient's Name

_____ _____

Name and Title DEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

Attachment I

Statement of Assurances

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and

Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

Attachment K
Reporting Forms

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

Quarterly Financial Report (Form 1):

1. **These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1A), Quarterly Tasks (Form 1B) and Detail of Claims (Form 2):

1. These forms are to be submitted quarterly.
2. Complete Quarterly Financial Report (Form 1A) by entering all information needed for reimbursement.
3. Complete Quarterly Tasks (Form 1B). This form has quarterly information for EMPA and EMPG agreements. This is to track tasks that are completed for the agreement period and quarters.
2. The Detail of Claims form **must** accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

2016 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA). Requirements for EMPG funded personnel detail on Form 1B

1. **All EMPG funded personne**l shall participate in three exercises of any type (e.g. Drills, Tabletop Exercises, Functional), within a 12-month period.
2. **All EMPG Program funded personnel** shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

Proposed Match Plan - (Form 3):

1. This form is **due with the signed agreement** and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided.
2. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement.
3. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.

Close Out Report - (Form 4):

1. Close Out Reports are due forty-five (45) days after the contract end date. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Sub-Recipients must maintain documentation of expenditures for a minimum period of three years following the close of project/program operations unless audits require a longer period of time.
2. Sub-Recipients should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the Sub-Recipient during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the Sub-Recipient may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections.

IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT http://www.floridadisaster.org/grants/index.htm OR NOTIFY YOUR CONTRACT MANAGER

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
QUARTERLY FINANCIAL REPORT

FORM 1A

Sub-Recipient: Claim # _____

County Name: _____

Address: _____

(Select the quarter of submission)

QUARTERLY REPORTING DUE DATES

	July 1 – September 30 – Due no later than October 31	
Point of Contact:	October 1 – December 31 - Due no later than January 31	
Telephone #:	January 1 – March 31 – Due no later than April 30	
AGREEMENT #	April 1 - June 30 – Due no later than July 31	

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Organizational Costs				
2. Planning Costs				
3. Training Costs				
4. Exercise Costs				
5. Equipment Costs				
6. Management and Administration Costs				
(limited to 5% of the total award)				
TOTAL				

TOTAL AMOUNT TO BE PAID ON THIS INVOICE $0.00

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ _____

Sub-Recipient Contract Manager or Financial Officer **Date**

QUARTERLY STATUS REPORT

This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

Total EMPG (Federal) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT BASE GRANTS
_____COUNTY
Quarterly Tasks
FORM 1B
FY 2016-2017

			Required by EMPA and EMPG																Required by EMPG							
EMPA / EMPG - All Emergency Management Personnel	EMPA	EMPG	NIMS IS 100				NIMS IS 200				NIMS IS 700				NIMS IS 800				Professional Development Series				National Emergency Management Basic Academy			
Name & Position Title			QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4

EMPA	QRT 1	QRT 2	QRT 3	QRT 4
24-7 Operational and Mutual Aid Participation (all qrts)				
Local Budget Match (due by 2nd qrt)				
Coordination and Collaboration attend at least 3 events (3 per 7/1/16-6/30/17)				
Local EM Stakeholder Advisory Committee (1 per 7/1/16-6/30/17)				
Develop & Maintain Multi-Year Stragic Plan (1 per 7/1/16-6/30/17)				
Statewide Hurricane Exercise (4th qrt)				
Exercises not conducted by the state (7/1/16-6/30/17)				
GIS (due by 4th qrt)				
Logistics (due by 4th qrt - annex update every 3 years)				
Shelter Survey & Retrofit Program (due by 4th qrt)				
If applicable, EMAP (7/1/16-6/30/17)				

EMPG	QRT 1	QRT 2	QRT 3	QRT 4
Proposed Match Plan (due by 1st qrt)				
EMPG funded positions only Exercises (3 per 7/1/16-6/30/17)				
NIMS (due by 2nd qrt)				
Regional TEP (1 per 7/1/16-6/30/17)				
MYTEP (due by 4th qrt)				

EMPG Exercise(s) 3 per agreement year

Name & Position Title	Date	Description of Exercise

I hereby certify that the above is true and valid in accordance with this Agreement.

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
DETAIL OF CLAIMS
FORM 2

CATEGORY # _____

(Please use one form per category. Pick from the below 1-6)

1. Organizational Expenditures
2. Planning Expenditures
3. Training Expenditures
4. Exercise Expenditures
5. Equipment Expenditures
6. Management and Administration Expenditures
(limited to 5% of the total award)

County: Costs Incurred During the Period of: _____ to _____ Claim Number:

Vendor	Briefly Describe Services Provided for EM	Date Received / Date of Services	Date Paid	Check Number	Amount	AEL# (if applicable)	* Identify if Capital Outlay

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
DETAIL OF CLAIMS
Form 2 (if applicable)

ORGANIZATIONAL / SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

County _____ Costs Incurred During the Period of: _____ to _____ Claim Number: ___

Name of Employees	Job Title	% of Time Charged to this Grant	Salary $ Charged to this Grant	Fringe Benefits $ Charged to this Grant
		TOTALS	**$0.00**	**$0.00**
			Total Salaries and Benefits Charged to this Grant	**$0.00**

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
_____COUNTY
Proposed Match Plan EMPG
Form 3
FY 2016-2017

This form is **due with the signed agreement** and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided.

Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non federal match below.

Funding Source	Describe how the County plans to meet the match	Amount
2016-2017 EMPG Obligation		
EMPA		
Local (General Revenue)		
Local (Other Local)		
Other Non-Federal		
Total		**$0.00**

The total should be equal to or greater than your EMPG obligation.

I hereby certify that the above funds reflect the way the county anticipates meeting match requirements in accordance with this Agreement.

Signed _____
Sub-Recipient Contract Manager or Financial Officer
Name & Title _____
Date _____

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
CLOSE-OUT REPORT
FORM 4

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Sub-Recipient _____ Agreement No. _____

Address _____ Agreement Amount _____

City and State _____ Agreement Period _____

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
1. Organizational Activities	
2. Planning Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
Total	$0.00

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		$0.00

Agreement Amount _____

Minus Total Payments
(Including final requested funds – Line 7) _____

Unspent balance _____

Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).

MATCH	EMPA	LOCAL (General Revenue)	LOCAL (other)	OTHER NON-FEDERAL

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to: Cashier, Division of Emergency Management
Mail To: Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred and that the match requirements have been met in accordance with this Agreement.

Signed _____
Chief Financial Officer or Finance Director
Name & Title _____
Date _____

FOR DEM USE:
Reconciliation and verification of EMPG funds

Signed _____
DEM Grant Manager
Name & Title _____
Date _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10452 **County Administrator's Report 11. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: State-Funded Grant Agreement, Contract #17-BG-83-01-27-01-023
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

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

That the Board take the following action regarding the State-Funded Grant Agreement, Contract Number 17-BG-83-01-27-01-023:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Grant Agreement, providing funds in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2016, through June 30, 2017;

B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement; and

C. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

Section (21) Mandated Conditions, subsection B, that "This Agreement shall be

construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

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

BACKGROUND:

The State of Florida created the Emergency Management Preparedness Assistance Grant (EMPA) in 1993 to provide funding to local governments and other service organizations to improve disaster preparedness and public education. This grant is providing funds in the amount of $105,806 for fiscal year 2016-2017, with a contract period of July 1, 2016 through June 30, 2017.

BUDGETARY IMPACT:

The grant funds are designed as an operational cost reimbursement to the Escambia County Division of Emergency Management. with an indirect match requirement, "At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding for the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works, or other services outside of the local emergency management agency as defined by Section 252.38, Florida Statues, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative (Code) by its execution of this Agreement, and as a condition precedent to receipt of funding."

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Agreement. This grant is being coordinated with the FDEM.

Attachments

EMPA #17-BG-83-01-27-01-023

Contract Number: 17-BG-83-01-27-01-023
Catalog of State Financial Assistance (CSFA) #: 31.063

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

1. LAWS, RULES, REGULATIONS AND POLICIES

A. This Agreement involves “state financial assistance,” as that term is defined in section 215.97(2)(q), Florida Statutes.

B. Under this Agreement, the Division serves as the “State awarding agency” as that term is defined by section 215.97(2)(p), Florida Statutes.

C. Under this Agreement, the term “Recipient”, as defined by section 215.97(2)(n), Florida Statutes, means a “nonstate entity that receives state financial assistance directly from a state awarding agency.”

D. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with “information needed by the recipient to comply with the requirements of” the Florida Single Audit Act.

E. As required by section 215.971(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

F. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in attachment titled: Program Statutes, Regulations and Program Requirements. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

2. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

(1) Monitor, verify and document Recipient performance; and,

(2) Review and document all deliverables for which the Recipient requests payment.

B. The Division's Grant Manager for this Agreement is:

Teresa A. Warner
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: Teresa.warner@em.myflorida.com

C. The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager,
Escambia County Division of Emergency Management
6575 North W Street
Pensacola, Florida 32505
Telephone: 850-471-6400
Fax: 850-471-6487
Email: jsdosh@myescambia.com

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

3. TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

4. EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

5. MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

6. SCOPE OF WORK

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work/Deliverables of this Agreement.

7. PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2016 and shall end on June 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

A. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

B. In accordance with Rule 27P-19.010(10), Florida Administrative Code, allowable costs "shall be determined in accordance with applicable Federal Office of Management and Budget Circulars." Therefore, 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards," shall apply to this Agreement.

C. This is a cost-reimbursement Agreement, subject to the availability of funds.

D. In accordance with Rule 27P-19.010(4), Florida Administrative Code, the Division will reimburse the Recipient on a quarterly basis.

E. The Division will reimburse the Recipient only for allowable costs incurred during the successful completion of required tasks outlined in attachment titled: Scope of Work/Deliverables. Allowable costs are listed in the attachment titled: Allowable Costs and Eligible Activities.

F. The maximum reimbursement amount for the entirety of this Agreement is **$105,806.00**. However, the amount of reimbursement is limited as follows:

(1) Quarter 1 – no more than 70% of maximum reimbursement amount for this Agreement;

(2) Quarter 2 – an amount that, when combined with the Quarter 1 reimbursement, does not exceed 80% of maximum reimbursement amount for this Agreement;

(3) Quarter 3 – an amount that, when combined with the Quarter 1 and Quarter 2 reimbursements, does not exceed 90% of maximum reimbursement amount for this Agreement.

G. Consistent with 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

H. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against the allowable costs outlined in this agreement and required deliverables.

I. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Recipient "relate financial data to performance accomplishments of the award."

J. The Division will reimburse the Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Recipient seeks reimbursement for overtime expenses for periods when no work is performed (such as a collective barging agreement) due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Recipient-employee agreement, or an established policy of the Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

(1) They are provided under established written leave policies;

(2) The costs are equitably allocated to all related activities, including grant awards; and,

(3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the Recipient.

K. The Division will reimburse the Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Recipient must provide documentation that:

(1) The costs do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and,

(2) Participation of the individual in the travel is necessary to the award.

L. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

M. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

9. <u>RECORDS</u>

A. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Chief Inspector General of the State of Florida, the Division, the Department of Financial Services, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

C. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

E. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program

costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work/Deliverables and all other applicable laws and regulations.

10. AUDITS

A. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by Rule 10.554(1)(g) of the Rules of the Auditor General, GAAP are "those accounting principles generally accepted in the United States of America, as defined by the GASB *Codification of Governmental Accounting and Financial Reporting Standards*, Section 1000 *The Hierarchy of Generally Accepted Accounting Principles*." As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

B. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by Rule 10.554(1)(h) of the Rules of the Auditor General, GAGAS are "those audit standards set forth in the publication *Government Auditing Standards* issued by the Comptroller General of the United States." As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

C. As defined by section 215.97(2)(a), Florida Statutes, the term "audit threshold" means "the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with" the Florida Single Audit Act. The current audit threshold is $750,000.

D. As required by sections 215.97(2)(a) and 215.97(8)(a), Florida Statutes, "[e]ach nonstate entity that expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with" the requirements of the Florida Single Audit Act and in accordance with "additional requirements established in rules of the Department of Financial Services and rules of the Auditor General." In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

E. In accordance with section 215.97(8)(f), Florida Statutes, the Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall

state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

F. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, then the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

G. If the Recipient expends less than $750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the 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).

H. As required by section 215.97(5)(d), Florida Statutes, the Recipient shall provide the Division with "one copy of each financial reporting package prepared in accordance with" the requirements of the Florida Single Audit Act.

I. As defined by section 215.97(2)(e), Florida Statutes, the term "financial reporting package" means the Recipient's "financial statements, Schedule of Expenditures of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on followup of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes" of the Florida Single Audit Act.

J. In addition to the information listed in paragraph 10I above, the financial reporting package shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

K. Copies of financial reporting packages required by the Florida Single Audit Act shall be submitted by or on behalf of the Recipient directly to each of the following:

(1) The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

(2) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

L. Additional information on the Florida Single Audit Act may be found at the following website: https://apps.fldfs.com/fsaa/singleauditact.aspx.

11. REPORTS

A. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

B. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

C. The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in paragraph 15 REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

E. The Recipient shall provide additional program updates or information that may be required by the Division.

F. The Recipient shall provide additional reports and information identified in attachment titled: Reports.

12. MONITORING

A. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in attachment titled: Scope of Work/Deliverables to this Agreement, and reported in the quarterly report.

B. In addition to reviews of audits conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that

a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

13. LIABILITY

A. Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

14. DEFAULT

A. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in paragraph 15.

B. If any of the following occur, then the Division may make payments or partial payments without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(1) Any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(2) Material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(3) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(4) The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

15. REMEDIES

A. If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph 2 above;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend payment of all or any part of a request for payment;

(4) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(5) Exercise any corrective or remedial actions, to include but not be limited to:

(a) Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

(e) Exercise any other rights or remedies which may be available under law.

B. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity.

C. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

16. TERMINATION.

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations,

failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

B. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

D. In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

17. PROCUREMENT

A. The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable state laws and regulations.

B. The Recipient shall maintain records sufficient to detail the history of any procurement. These records will include, but are not necessarily limited to the following:

(1) Rationale for the method of procurement;

(2) Selection of contract type;

(3) Contractor selection or rejection; and,

(4) The basis for the contract price.

C. The Recipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within three (3) business days. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Recipient remains

bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that solicitation.

E. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within three (3) business days. The Division will review the unexecuted contract for compliance with all applicable procurement standards. The Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that subcontract.

F. The Recipient agrees to include in any subcontract the following:

(1) The subcontractor is bound by the terms of this Agreement;

(2) The subcontractor is bound by all applicable state and federal laws and regulations; and,

(3) The subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

H. The Recipient shall conduct any procurement under this agreement in a manner providing full and open competition. Accordingly, the Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated companies;

(4) Execute noncompetitive contracts to consultants that are on retainer contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

(8) Engage in any arbitrary action during the procurement process; or,

(9) Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

I. The Recipient shall not use a geographic preference when procuring commodities or services under this Agreement.

J. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with section 287.057(1)(a), Florida Statutes.

K. The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with section 287.057(1)(b), Florida Statutes.

L. For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

18. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

C. This Agreement has the following attachments:

(1) Exhibit 1 - Funding Sources

(2) Attachment A – Program Budget

(3) Attachment B – Scope of Work / Deliverables

(4) Attachment C – Allowable Cost and Eligible Activities

(5) Attachment D – Reports

(6) Attachment E – Program Statutes, Regulations and Program Requirements

(7) Attachment F – Justification of Advance Payment

(8) Attachment G – Warranties and Representations

(9) Attachment H – Certification Regarding Debarment

(10) Attachment I – Reporting Forms

19. PAYMENTS

A. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account and any interest earned is excess funds and must be returned to the State or applied against what is owed. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as attachment titled: Justification of Advance Payment. Attachment titled: Justification of Advance Payment will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

B. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. **The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement.** An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph 6 of this Agreement.

C. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

All payments relating to the Agreement shall be mailed to the following address:

John Dosh, Manager
Escambia County Division of Emergency Management
6575 North W Street
Pensacola, Florida 32505

20. REPAYMENTS

A. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

21. MANDATED CONDITIONS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

C. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

D. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

E. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

F. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 21F(3) of this certification; and

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

G. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

H. **In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

I. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

J. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

K. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

L. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

M. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

22. LOBBYING PROHIBITION

A. Section 216.347, Florida Statutes, prohibits "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."

B. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

23. COPYRIGHT, PATENT AND TRADEMARK

A. EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

B. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

C. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable

material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

D. Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

E. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

24. LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

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

By:_____

Name and title: Grover C. Robinson, IV Chairman

Date:_____

FID# 59-6000-598

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

Date BCC Approved:_____
Date BCC Signed:_____

By:_____

Name and Title: Jonathan Lord, Deputy Director

Date:_____

Approved as to form and legal sufficiency.

By/Title:_____
Date: 6/8/18

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Division of Emergency Management
Catalog of State Financial Assistance title: Emergency Management Programs
Catalog of State Financial Assistance number: 31.063
$105,806.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.

Eligible activities for these funds are limited to salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.
Eligible recipients for these funds are limited to the 67 Florida counties.

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Program Budget

- Funding from the Emergency Management Preparedness and Assistance Trust Fund is intended for use by the Recipient to perform eligible activities as identified in this agreement and programs that are consistent with State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted. If funds need to be moved in categories, send a revised Program Budget to your grant manager.

Grant	Recipient Agency	Category	Amount Allocated
FY 2016-2017 – Emergency Management Preparedness and Assistance Grant	ESCAMBIA COUNTY	Organizational Expenditures	$99,606.00
		Planning Expenditures	$0.00
		Training Expenditures	$0.00
		Exercise Expenditures	$0.00
		Equipment Expenditures	$6,200.00
		Management and Administration Expenditures (no greater than 5%)	$0.00
Total Award		**$105,806.00**	

Attachment B

Scope of Work / Deliverables

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is provided to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). EMPA Base Grant costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration**. Eligible activities are outlined in Allowable Costs and Eligible Activities. This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. **Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.**

By signing this Agreement, the Recipient certifies that it will use the award to enhance its Emergency Management Program.

Monitoring: Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Procurement: All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in Chapter 287, Florida Statues and any local procurement policy (whichever is most stringent).

Piggy-backing: The practice of one agency using the procurement/agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for

a broader or materially different contract. Only piggy-back agreements that meet all requirements as outline in the Recipient shall be allowable.

At a minimum the County is to successfully complete the following tasks throughout the contract period to ensure compliance and coordination with the state emergency management. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or working towards the completion of each task. Items will also be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to validate compliance. All back-up documentation listed below shall be uploaded to the Division's Sharepoint portal, https://portal.floridadisaster.org

Task(s):

1. **24-7 Operations and Statewide Mutual Aid**. The minimum acceptable standard for payment is to maintain a 24-7 operation. The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week. Monthly acknowledgement during the State Watch Office's monthly communication test from either NAWAS, EMNet Voice Manager, EMnet Message Manager, or via landline phone if the aforementioned systems are reported to the SWO as inoperable. Additionally, Recipients are required to participate in the Statewide Mutual Aid agreement (27P-19.006).

2. **All Emergency Management personnel**. Each quarter must provide Quarterly Tasks (Form 1B) to show you are able to maintain a minimum level of capability. Submit current EMAP accreditation certification OR for each emergency management position, provide certificates for the following training via SharePoint and/or SERT TRAC:
    - IS 100 – Introduction to Incident Command System
    - IS 200 – ICS for Single Resources and Initial Action Incidents
    - IS 700 – National Incident Management Systems (NIMS)
    - IS 800 – National Response Framework

3. **Local Budget Match** - At a minimum in order to ensure compliance with Rule 27P-19.011, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

    The Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or no later than November 15, 2016. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than 45 days after the county budget is approved.

4. **Coordination and Collaboration -** Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
   A) Need to attend at least three events below and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2016 – June 30, 2017):
      - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
      - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
      - Florida Governor's Hurricane Conference or National Hurricane Conference
      - Florida Emergency Preparedness Association Annual Meeting
      - Florida Emergency Preparedness Association Mid-Year Work Session
      - Local Mitigation Strategy (LMS) Workshops
      - Professional Development Conferences & Training
   B) Designate a local emergency management stakeholder advisory committee that meets at least annually to provide input program preparation, implementation, evaluation and revision. Agenda(s) and sign-in sheet(s) should be uploaded to the Division's SharePoint portal, https://portal.floridadisaster.org during this contract period (July 1, 2016 – June 30, 2017).
   C) County must develop and maintain a multi-year strategic plan in coordination with their local emergency management stakeholder advisory committee. Plans must be uploaded to the Division's SharePoint portal, https://portal.floridadisaster.org during this contract period (July 1, 2016 – June 30, 2017).

5. **Exercise** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2016 – June 30, 2017), the county must:

   A) **Participate in the annual Statewide Hurricane Exercise**: Within 90 days of completion submit an After Action Report (AAR) to include an Improvement Plan and roster of participant and participate in at least one (1) conference call. This documentation must be distributed to the local stakeholders and uploaded to the Division's SharePoint portal, https://portal.floridadisaster.org; and
   B) **For all exercises not conducted by the State:** Within 90 days of completion submit an After Action Report (AAR) to include an Improvement Plan and roster of participants. This documentation must be distributed to the local stakeholders and uploaded to the Division's SharePoint portal, https://portal.floridadisaster.org.

6. **Geographical Information -** Emergency services data must be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's SharePoint portal, https://portal.floridadisaster.org. Updates and corrections must be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2017**. This must include:
   A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations must be reviewed and updated as needed.
   B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested must include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the SharePoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes since the last agreement period, a statement of "no change" must be submitted via the SharePoint portal.
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed.

7. **Logistics** - The County must maintain a comprehensive Logistics Management program that continually improves their capacity and capability to meet local emergency management needs and involves pre-disaster, systematic identification of total resource requirements, asset availabilities and shortfalls that will require outside assistance, for non-catastrophic, recurring events. From this analysis the county must identify local resources (business, NGO, local municipalities) that address emergency needs, and develop local agreements and contracts for goods and services to the extent possible. The following must be uploaded to the Division's SharePoint portal, https://portal.floridadisaster.org, no later than June 1, 2017.
   A) An updated County Logistics strategy/plan that is consistent with recommended guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355 of 2006).
   B) The strategy/plan must also include, but is not limited to the following:
      - County Logistics Section organization and partners
      - Mission Management Process of identifying necessary resources (people/teams, locations/facilities, equipment and commodities; and how the county accesses and dispatches those resources (Contracts, MOU's, Mutual Aid, State Assistance, Federal Assistance)
      - County Government Emergency Fuel Strategy
      - How the County coordinates with private business and industry in meeting emergency community resource needs
      - List of local vendors, with which the County has a Memorandum of Agreements or contracts that will provide resources in an emergency (Can be an Annex to the Plan and need only be updated every three years)
      - Location, survey forms and attributes information for County Logistical Staging Areas (Can be an Annex to the Plan and need only be updated every three years)
      - Location and attribute information for County Points of Distribution (POD) sites and Comfort Stations (Can be an Annex to the Plan and need only be updated every three years)

8. **Shelter Survey and Retrofit Program** – In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following must be uploaded to the Division's SharePoint portal, https://portal.floridadisaster.org no later than May 1, 2017. All information must be verified by the county.
   A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)

B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
C) Develop and submit a strategy to ensure that by **June 1, 2017**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements must be provided.
D) Develop and submit a strategy to ensure that by **June 1, 2017**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2016 Statewide Emergency Shelter Plan (January 31, 2016). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
E) Update and submit a hurricane shelter deficit reduction progress reports, which include “as-is”, retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division’s SharePoint Portal.

Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented allowable costs incurred during the successful completion of the task(s) required to be performed in that quarter. Additionally, the submission of the certified Quarterly Tasks form is required.

Financial Consequence

Failure to successfully complete each of the required tasks, as outlined in the identified quarter(s), will result in a reduction of the Agreement amount by 10% per quarter.

Attachment C

Allowable Cost and Eligible Activities

I. Categories and Eligible Costs

FY2016-2017 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration.**

Eligible cost are those direct costs in the following categories.

A. Organization

EMPA Program funds may be used for all emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPA program funds.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061
(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. “Full-time Emergency Management Director” means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.
(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget.

<u>Mandatory Training Requirements for Emergency Management employees</u>
All Emergency Management personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. The Quarterly Tasks from is due every quarter with your quarterly financial report. This is to identify all employees, the completion of the required training (or working towards completion) during the agreement period.

Eligible “Organization” items include, but are not limited to:
- Salary and Benefits
- Expenses
- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)

- General Office Supplies
- Dues and Conference Travel as it relates to the Scope of Work
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
    - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

B. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM program area. Funds may not be reimbursed for any plans that are not approved.

Program funds may be used to develop or enhance emergency management planning activities. Some examples include:

- Emergency Management/Operation Plans
- Communications Plans
- Continuity/Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Evacuation planning
- Recovery Planning
- Credentialing and Validation

C. Training

Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at http://www.fema.gov/exercise. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

Allowable training-related costs include the following:

- ***Funds Used to Develop, Deliver, and Evaluate Training.*** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of

materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.

- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state.
- ***Certification/Recertification of Instructors.*** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

D. Exercises

Allowable exercise-related costs include:

- ***Funds Used to Design, Develop, Conduct and Evaluate an Exercise.*** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- ***Hiring of Full or Part-Time Staff or Contractors/Consultants.*** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- ***Implementation of HSEEP.*** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- ***Other Items.*** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:
- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

Eligible items include but not limited to:
- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Management Operations Center
- Shelving for storage of Emergency Management equipment
- Vehicles for Emergency Management Program (prior approval required)
- Repairs to the County Emergency Management Operations Center
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators

Recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Indirect Costs
Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414.

II. Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes must be submitted for pre-approval. If Recipient chooses to contract any work, the services must be approved by the Division prior to execution of contract. Contractual agreements should include language that clearly establishes tasks in the scope of work, have quantifiable units of deliverables, have minimum level of service and financial consequences. Services should have prior

review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not preapproved by the Division.

III. Maintenance and Service Agreements:

Timeframes for Maintenance and Service contracts are at the discretion of the county. However, reimbursement can only be claimed for services provided within the current Agreement period. These contracts cannot be rolled over from year to year. The procurement process must be repeated once the contract period ends and all renewals have been exhausted.

IV. Construction and Renovation

Construction and renovation projects are allowable under the EMPA Program. Written approval must be provided by the State prior to the use of any program funds for construction or renovation.

V. Eligibility Requirements:

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Attachment D

Reports

Recipient must provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in attachment titled: Reporting Forms and can be found on the Division internet site.

A. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

The Recipient shall provide the Division with <u>full</u> support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.

(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)

- Organizational Activities: Includes salaries, fringe benefits and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/<u>payroll registries</u>). Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits**.** Expense items need to have copies of invoices/receipts and canceled checks or general ledger for proof of payment. All documentation for reimbursement MUST include exact amounts and MUST be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). <u>Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".</u>
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.

- Equipment Acquisition Costs: Copies of Invoices/receipts and canceled checks or general ledger for proof of payment.
- Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
- For travel and conferences related to EMPA activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
- If cancelled checks are NOT available, copies of the general ledger MUST be provided.

B. **The Quarterly Tasks form is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) during the agreement period.**

C. **In order to ensure compliance with Rule 27P-19.011, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or no later than November 15, 2016. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than 45 days after the county budget is approved.**

D. In a format provided by the Division, a proposed staffing summary must be submitted by November 15, 2016. Also, each funded county emergency management position description must be submitted to the Division no later than November 15, 2016.

E. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.

F. The final close-out report is due forty-five (45) days after termination of this Agreement. Any requests received after August 15, 2017, at the discretion of the Division, may not be reimbursed from this Agreement.

Attachment E

Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover**:**

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

(3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor, (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat or (3) the Division may consider additional request. The request would need prior approval from Department of Financial Services and the Division. For more information, ask your grant manager.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment F

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

27P-19.010 (9) The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____
Signature Recipient's Name

_____ _____
Name and Title DEM Contract Number

_____ _____
Street Address Project Number

_____
City, State, Zip

_____
Date

Attachment I
Reporting Forms

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT

Quarterly Financial Report (Form 1):

1. **These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1A), Quarterly Tasks (Form 1B) and Detail of Claims (Form 2 and 3):

1. These forms are to be submitted quarterly.
2. Complete Quarterly Financial Report (Form 1A) by entering all information needed for reimbursement.
3. Complete Quarterly Tasks (Form 1B). This form has quarterly information for EMPA and EMPG agreements. This is to track tasks that are completed for the agreement period and quarters.
4. The Detail of Claims form **must** accompany the Quarterly Reports.
5. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
6. Claims are to be submitted to the following address:

   DIVISION OF EMERGENCY MANAGEMENT
   2555 SHUMARD OAK BOULEVARD
   TALLAHASSEE, FLORIDA 32399-2100
   Attn: (Contract Manager's name)

Local Budget Match Requirement - (Form 3):

1. The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
2. **This form is to be completed and sent when the Local County Budget is approved or no later than November 15, 2016**. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). If the County's current budget is lower than the last year or the average of the last three previous year the county is required to request a Waiver no later than 45 days after the county budget is approved.
3. **This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.**

Staffing Detail - (Form 4):

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state. federal, etc. This form is **due November 15, 2016**.
2. Along with the staffing detail provide position descriptions for any EMPA and EMPG funded staff.

Close Out Report - (Form 5):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Recipients must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Recipients should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the Recipient during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the Recipient may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections.

IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, NOTIFY YOUR CONTRACT MANAGER

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
QUARTERLY FINANCIAL REPORT
Form 1A

Recipient: Claim # _____
County Name: _____
Address: _____

(Select the quarter of submission)

QUARTERLY REPORTING DUE DATES

	July 1 – September 30 – Due no later than October 31	
Point of Contact:	October 1 – December 31 - Due no later than January 31	
Telephone #:	January 1 – March 31 – Due no later than April 30	
AGREEMENT #	April 1 - June 30 – Due no later than July 31	

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Organizational Costs				
2. Planning Costs				
3. Training Costs				
4. Exercise Costs				
5. Equipment Costs				
6. Management and Administration Costs				
(limited to 5% of the total award)				
EMAP (if applicable)				
TOTAL				

TOTAL AMOUNT TO BE PAID ON THIS INVOICE $0.00

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ _____
Recipient Contract Manager or Financial Officer **Date**

QUARTERLY STATUS REPORT

This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

Total EMPA (State) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT BASE GRANTS
_____COUNTY
Quarterly Tasks
FORM 1B
FY 2016-2017

			Required by EMPA and EMPG																Required by EMPG							
EMPA / EMPG - All Emergency Management Personnel	EMPA	EMPG	NIMS IS 100				NIMS IS 200				NIMS IS 700				NIMS IS 800				Professional Development Series				National Emergency Management Basic Academy			
Name & Position Title			QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4

EMPA	QRT 1	QRT 2	QRT 3	QRT 4
24-7 Operational and Mutual Aid Participation (all qrts)				
Local Budget Match (due by 2nd qrt)				
Coordination and Collaboration attend at least 3 events (3 per 7/1/16-6/30/17)				
Local EM Stakeholder Advisory Committee (1 per 7/1/16-6/30/17)				
Develop & Maintain Multi-Year Stragic Plan (1 per 7/1/16-6/30/17)				
Statewide Hurricane Exercise (4th qrt)				
Exercises not conducted by the state (7/1/16-6/30/17)				
GIS (due by 4th qrt)				
Logistics (due by 4th qrt - annex update every 3 years)				
Shelter Survey & Retrofit Program (due by 4th qrt)				
If applicable, EMAP (7/1/16-6/30/17)				

EMPG	QRT 1	QRT 2	QRT 3	QRT 4
Proposed Match Plan (due by 1st qrt)				
EMPG funded positions only Exercises (3 per 7/1/16-6/30/17)				
NIMS (due by 2nd qrt)				
Regional TEP (1 per 7/1/16-6/30/17)				
MYTEP (due by 4th qrt)				

EMPG Exercise(s) 3 per agreement year

Name & Position Title	Date	Description of Exercise

I hereby certify that the above is true and valid in accordance with this Agreement.

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM - EMPA BASE GRANT
2.-5. DETAIL OF CLAIMS
Form 2

CATEGORY # _____
(Please use one form per category. Pick from the below 1-6)

1. Organizational Expenditures
2. Planning Expenditures
3. Training Expenditures
4. Exercise Expenditures
5. Equipment Expenditures
6. Management and Administration Expenditures
(limited to 5% of the total award)

County: Costs Incurred During the Period of: _____ to _____ Claim Number: __

Vendor	Briefly Describe Services Provided for EM	Date Received / Date of Services	Date Paid	Check Number	Amount
				Total	$0.00

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM - EMPA BASE GRANT
DETAIL OF CLAIMS
Form 2 (if applicable)
ORGANIZATIONAL / SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

County _____ Costs Incurred During the Period of: _____ to _____ Claim Number: ___

Name of Employees	Job Title	% of Time Charged to this Grant	Salary $ Charged to this Grant	Fringe Benefits $ Charged to this Grant
		TOTALS	**$0.00**	**$0.00**
			Total Salaries and Benefits Charged to this Grant	**$0.00**

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
LOCAL BUDGET MATCH REQUIREMENT
Form 3

County	2016-2017 LOCAL (10/1/16-9/30/17)	2015-2016 LOCAL (10/1/15-9/30/16)	2014-2015 LOCAL (10/1/14-9/30/15)	2013-2014 LOCAL (10/1/13-9/30/14)	Average of 3 years	County Contribution (%) Based on 3 year average	Reduction in County Budget (%) Based on 3 year average	County Contribution (%) Based on Previous Year Budget (15-16)	Reduction in County Budget (%) Based on Previous Year Budget (15-16)	Comments
					$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

This form is to be completed and sent when the Local County Budget is approved or no later than November 15, 2016. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). If the County's current budget is lower than the last year or the avaerage of the last three previous year the county is required to request a Waiver no later than 45 days after the county budget is approved.

27P-19.011 Match Requirements.

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.

☐ **I hereby certify that the above match requirments have been met in accordance with this Agreement and Rule.**

OR

☐ **The County did not meet the match requirement. Attached is the County's Waiver request.**

Signed _____
Chief Financial Officer or Budget Director

Name & Title _____

Date _____

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
_____ County
STAFFING DETAIL
Form 4
FY 2016-2017
COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS

			LOCAL		STATE/FEDERAL				
Name & Position Title [1]	Approx. # of Hrs./Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits $ by Position [3]	% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	% EMPG Base Grant (Federal) [7]	% Hazardous Materials Planning Grant (State) [8]	% Other State or Federal Funds [9]	% Total All Funds [10]

DIRECTIONS:

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4-9, provide the funding distribution (%) in each applicable column for amounts in column 3.
5. Column 10 is the sum of columns 4 through 9 and must equal 100%.

Due November 15, 2016

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
CLOSE-OUT REPORT
Form 5

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Recipient _____ Agreement No. _____

Address _____ Agreement Amount _____

City and State _____ Agreement Period _____

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	
EMAP (if applicable)	
Total	$0.00

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		$0.00

Agreement Amount _____

Minus Total Payments
(Including final requested funds – Line 7) _____

Unspent balance _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to: Cashier, Division of Emergency Management
Mail To: Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in

Signed _____
Chief Financial Officer or Budget Director
Name & Title _____
Date _____

FOR DEM USE:

Signed _____
DEM Grant Manager
Name & Title _____
Date _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10537 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida
From: Chip Simmons, Assistant County Administrator
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement for the Housing of Adult Post-Adjudicatory Drug Court Participants at the Community Corrections Work Release Facility in Escambia County, Florida - Chip W. Simmons, Assistant County Administrator

That the Board take the following action concerning the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida, between the First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

A. Approve the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release facility; and

B. Authorize the Chairman to sign the Agreement.

[Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003]

BACKGROUND:

The Work Release Program facility has been housing male and female offenders via Drug Court referrals since 2011. These offenders are usually housed from 1 to 30 days as determined by the Court. The Work Release Program facility supports the program through the availability of dormitory style housing for adult post-adjudicatory drug court participants. Fees are determined on a per day basis and includes the room and board for each offender. It is the desire of the First Judicial Circuit Court Administration to formalize this relationship with a professional services agreement regarding the housing

of adult post-adjudicatory drug court participants in the Escambia County Work Release Program facility.

BUDGETARY IMPACT:

Fund 114- Misdemeanor Probation, Revenue Account 349003.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement has been reviewed by Kristin 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:

Upon approval and execution by the Chairman, the Corrections Department will facilitate the execution of the agreement by the First Judicial Circuit of Florida.

Attachments

Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida

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PROFESSIONAL SERVICES AGREEMENT FOR ADULT POST-ADJUDICATORY DRUG COURT IN ESCAMBIA COUNTY, FLORIDA

This Agreement is made between First Judicial Circuit Court Administration (Circuit) and the Escambia County Board of County Commissioners (Contractor) for adult post-adjudicatory drug court in Escambia County, Florida.

I. Purpose

The Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court in Escambia County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the program. The Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources.

II. Scope of Services

A. Contractor, by and through its Department of Corrections, will use no more than $21,500.00 of the funds provided under this Agreement to provide transitional housing to clients of the adult-post adjudicatory drug court in Escambia County, Florida. The rate of transitional housing per day is $20, which includes: bunk in dorm style room, electricity, water, and daily meals. The amount of services shall not exceed during the term of this Agreement the total amount of $21,500.00. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

B. The Circuit will reimburse the Contractor for the services provided exclusively to offenders in the Escambia County adult post-adjudicatory drug court program in the First Judicial Circuit of Florida and only for services provided during the term of this Agreement.

C. Contractor must follow state and local competitive procurement guidelines prior to entering or awarding contracts for any service provider. The Contractor shall use their own procurement procedures which reflect state and local laws and regulations.

D. Contractor will require all service providers to report the amount of participant fees or co-pays collected with the total number of participants who have paid such fees or co-pays on a quarterly or monthly basis. This information will be provided to the Circuit as requested.

E. Contractor must pay all service providers and other expenses prior to reporting those expenditures to the Circuit for reimbursement.

F. Contractor agrees to provide the Circuit with additional reports for auditing purposes as requested. Prior to submission to the Circuit, the Contractor agrees to submit the reports to the trial court administrator, or her designee, for review before submission to the Office of the State Courts Administrator, Finance and Accounting Office (OSCA).

III. Compensation

A. The Circuit will provide the Contractor with funds not to exceed $21,500.00 as reimbursement for the services provided for the adult post-adjudicatory drug court program, to-wit: transitional housing, pursuant to Exhibit A of this Agreement.

B. All services funded under this Agreement must be specifically for offenders in the adult post-adjudicatory drug court program in Escambia County, Florida.

C. Only those expenditures included in Exhibit A of this Agreement will be reimbursed. The Contractor shall not receive payments from the Circuit for services rendered prior to July 1, 2016, or after June 30, 2017.

D. Costs incurred under this Agreement must not be allocated or included as a cost to any other financed program. Costs incurred under this Agreement must be necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out the Contractor's existing responsibilities. Costs must be authorized by state or local laws and regulations that are in effect at the time the funds are awarded and must be treated consistently with policies, regulations, and procedures that apply uniformly to other Contractor activities.

E. Any payment due under the terms of this Agreement may be withheld until the Contractor complies with the requirements of this Agreement, including submittal of all required documentation needed from the Contractor as provided in Section IV. of this Agreement.

F. Changes to Exhibit A may be approved by the Circuit contract manager without requiring an amendment to this Agreement, with the exception of approved increases to the total contract amount specified in Section II. A. of this Agreement.

IV. Payment

A. Contractor must submit monthly invoices to the Circuit's trial court administrator, or her designee. The Circuit will process and initiate payment of invoice(s) submitted by the Contractor in accordance with §215.422, Florida Statutes. The Circuit's trial court administrator or designee shall review and sign each invoice prior to submission to the OSCA to certify that the costs are just, correct, reasonable, and contain no illegal item, similar to the obligation required of the trial court administrators under §939.08, Florida Statutes.

B. Contractor shall submit monthly to the Circuit by the 15th day of the following month for services provided and program expenditures paid by the Contractor for which reimbursement by the Circuit is requested. For example, an invoice for October services must be received by the Circuit by November 15th. Invoices should be submitted in detail sufficient for a proper pre- and post-audit thereof.

C. All invoices must include the following documentation to support the indicated program expenditures: client name, number of units provided, cost per unit, and total cost.

D. Payment for services pursuant to this Agreement will be made from state funds appropriated for this purpose and shall concur with the compensation or fee schedule agreed to by the parties. No additional fees will be paid.

E. Contractor will not use funds for lobbying the Florida Legislature, the judicial branch, or a state agency.

F. The Circuit's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature. If the Legislature fails to appropriate sufficient funds, fails to authorize the spending of sufficient funds for the State Courts System, or demands a spending reduction in state budgets, the Circuit will have no obligation to pay or perform under this Agreement, other than for services completed and invoiced prior to such an action by the Legislature. The Circuit's performance and obligation to pay under this Agreement are also contingent upon final spending approval from the Chief Justice of the Florida Supreme Court.

V. Contract Term

A. This Agreement shall be for a period beginning July 1, 2016, and become effective upon full execution of this Agreement.

B. This Agreement will terminate on June 30, 2017, unless terminated prior to that pursuant to the terms of the Florida State Courts System General Contract Conditions for Services, which may be found at http://www.flcourts.org/administration-funding/contract-conditions-for-services.stml.

C. It is the intent of the Circuit to enter into an Agreement annually with the Contractor as funds are appropriated by the Florida Legislature to provide fiscal services and ensure that transitional housing is available and provided to offenders entering the adult post-adjudicatory drug court program in Escambia County.

D. The parties to this Agreement are bound by the General Contract Conditions for Services of the Florida State Court System, which can be found at http://www.flcourts.org/administration-funding/contract-conditions-for-services.stml and are incorporated herein as if fully recited in this Agreement. To the extent that any of these terms or conditions is in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

E. The parties to this Agreement are bound by applicable state, local law, codes, regulations, rules, and orders.

F. Expenditures of state funds must be in compliance with the laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Department of Financial Services' Reference Guide for State Expenditures.

G. Contractor may expend state funds under this Agreement only for allowable costs resulting from obligations incurred during the term of this Agreement.

H. Any balance of unobligated funds that have been advanced or paid to the Contractor that is not authorized to be retained for direct program costs in a subsequent period must be refunded.

I. Any funds paid in excess of the amount to which the Contractor is entitled under the terms and conditions of this agreement must be refunded.

J. In providing services and otherwise performing obligations under this Agreement, the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as

amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status or disability. Violation of this provision may be grounds for termination of this Agreement.

VI. Termination

A. The Circuit may terminate this Agreement in the event funding becomes unavailable upon written notice to the Contractor.

B. If, in the judgment and discretion of the Circuit, the Contractor fails to fulfill its obligations under this Agreement in a timely manner for any reason, or if the Contractor violates any provision of this Agreement, the Circuit may terminate the Agreement after providing written notice by certified mail at least fifteen (15) calendar days prior to termination.

C. This Agreement may be extended by executing a written amendment hereto, signed by both parties.

D. This Agreement may be terminated by either party for any reason upon providing thirty (30) days written notice by certified mail to the non-terminating party. Any termination shall not release any party from any obligation accrued or outstanding under this Agreement prior to the date of termination, including, but not limited to, any payment or performance obligations accruing prior to the date of termination.

VII. Florida Single Audit Act Requirements

A. Contractor, as a recipient of state funds, will comply with the Florida Single Audit Act, §215.97, Florida Statutes.

B. In the event the Contractor expends a total amount of state awards equal to or in excess of $500,000 during the Contractor's fiscal year, the Contractor must have a state single or project-specific audit for such fiscal year in accordance with §215.97, Florida Statutes, and applicable rules of the Department of Financial Services and the Auditor General. Applicable rules of the Department of Financial Services, the Auditor General, and other information pertaining to the Florida Single Audit Act can be found at https://apps.fldfs.com/fsaa/.

C. If the Contractor expends less than $500,000 in state awards during its fiscal year, an audit conducted in accordance with the provisions of §215.97, Florida Statutes, is not required. Audit costs may not be charged to state projects when the Contractor expends less than $500,000 in state awards.

D. Unless prohibited by law, the cost of an audit required by §215.97, Florida Statutes, is an allowable charge to a state project. However, charges to state projects should be limited to those incremental costs incurred by the Contractor as a result of the audit requirements of §215.97, Florida Statutes in relation to other audit requirements. The Contractor should allocate the incremental costs to all state projects for which it expended state financial assistance.

E. The Catalog of State Financial Assistance establishes that state funds are awarded to the Contractor through the State Courts System, First Judicial Circuit. The Catalog of State Financial Assistance number for this funding is 22.021. Information from the Catalog can be found at https://apps.fldfs.com/fsaa/searchCatalog.aspx.

F. In determining the state awards expended in its fiscal year, the Contractor shall consider all sources of state awards, including state funds received from the State Courts System, except those state awards received by a non-state entity for federal program matching requirements shall be excluded from consideration.

G. Contractor shall ensure that the audit complies with the requirements of §215.97(8), Florida Statutes, and the State Projects Compliance Supplement. The State Projects Compliance Supplement is available from the Department of Financial Services at https://apps.fldfs.com/fsaa/. Compliance includes submission of a reporting package as defined by §215.97(2) (e), Florida Statutes.

H. Contractor shall submit copies of reporting packages required by §215.97, Florida Statutes, within ten (10) days of receipt of the audit findings, to each of the following:

The First Judicial Circuit at the following address:

Robin M. Wright, Trial Court Administrator
M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32501

The Auditor General at the following address:

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

VIII. Records and Right to Audit

A. Contractor shall retain sufficient records demonstrating 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 Circuit access to such records upon request.

B. Contractor will maintain a file available for inspection by the Circuit and the OSCA containing all documentation associated with this Agreement. The Contractor shall retain and maintain, in accordance with Rule 2.420, Florida Rules of Judicial Administration, any and all documents, data, or other materials (Records) related to this Agreement for five (5) years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving the Records is started before the end of the five (5) year period, then the Contractor agrees to retain the Records until all issues arising out of the action are resolved or until the end of the five (5) year period (Retention Period), whichever is later. Following such Retention Period, the Contractor may in its/his/her sole discretion continue to retain or dispose of the Records, provided that the Contractor shall make a good faith effort to dispose of the Records in a confidential manner. All costs and reimbursements related to performance of work under this Agreement will be subject to annual audit. The Contractor will ensure all contracted providers maintain records in accordance with same. Failure to allow public access to non-exempt public records may result in immediate termination of this Agreement by the Circuit.

C. Pursuant to §215.97, Florida Statutes, the First Judicial Circuit, OSCA, Florida Supreme Court Inspector General, Auditor General, and other state officials may conduct additional audits or evaluations of state financial assistance provided to the Contractor under this Agreement.

D. The Circuit may conduct an on-site monitoring visit to determine Contractor's compliance with all requirements under this Agreement at a date/time that is convenient for both parties.

IX. Confidentiality and Non-Disclosure

A. Contractor acknowledges and agrees that certain confidential information may be obtained or created through their work with the Circuit under this Agreement.

B. Contractor agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Contractor during the course of its performance under this Agreement.

C. Contractor agrees that all treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C., §290dd-2, (HIPPA) and Chapter 397, Florida Statutes (Marchman Act).

X. Work Product and Property

The Circuit may reproduce, without further compensation to the Contractor, any written materials generated as a result of the work performed under this Agreement by the Contractor.

XI. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given 1) on the date served personally on the party to whom notice is to be given, or 2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. Notice shall be provided to:

Contractor Technical:
Office of the County Attorney
Escambia County
Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

Contractor Contractual:
Grover C. Robinson, IV, Chairman
Escambia County
Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502
Phone: (850) 595-4950
Fax(850) 595-4908

First Judicial Circuit Technical:
Catherine A. White
Drug Court Manager
Court Administration
100 West Maxwell Street
Pensacola, Florida 32501
Phone: (850) 595-3055
Fax: (850) 595-3059

First Judicial Circuit Contractual:
Robin M. Wright
Trial Court Administrator
M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
Phone: (850) 595-4400
Fax: (850) 595-0360

XII. Staff Training Costs

The Circuit is not responsible for any training costs incurred by the Contractor in the performance of this Agreement above and beyond the funding provided for in this Agreement. This does not apply to instances where the Circuit may authorize attendance at specific state or national training events which may be paid for by the Circuit.

XIII. Liability

A. Contractor shall assist the Circuit in the investigation of injury or damages either for or against the Circuit or the OSCA pertaining to the Circuit's respective areas of responsibility or activities under this Agreement and shall contact the Circuit regarding the legal actions deemed appropriate to remedy such damage or claims.

B. Contractor, as a political subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Circuit and agrees to be fully liable for any damages proximately caused by said acts or omissions as permitted by Florida law.

C. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party to this Agreement and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

D. Contractor, its respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the Circuit.

XIV. Insurance

A. Contractor shall be insured or self-insured for all liability claims and related expenses pursuant to the provisions of §768.28, Florida Statutes. The Circuit's interests, as they may appear, will be protected under the provisions of §768.28, Florida Statutes.

B. Contractor shall require proof that all service providers have adequate insurance to protect the Circuit, OSCA, the State of Florida, and Sub-recipient from any claims arising under §768.28, Florida Statutes.

XV. 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.

XVI. Corrective Action for Non-Compliance or Non-Performance

A. Corrective action plans may be required for non-compliance, non-performance, or unacceptable performance under this Agreement. Penalties may be imposed for failure to implement or to make acceptable progress on such corrective action plans. The penalty shall be based upon the severity of non-compliance, non-performance, or unacceptable performance that generated the need for the corrective action plan. The Circuit has sole discretion on the imposition of all penalties.

B. The Circuit and the OSCA shall withhold and not pay 25% of any next scheduled payment due to the Contractor if Contractor fails to perform in accordance with the terms of this Agreement.

XVII. Governing Law

The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply.

XVIII. Default

A. Waiver or breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. The delay or failure by the Circuit to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Circuit's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right prelude any other or further exercise thereof or the exercise of any other right.

XIX. Attachments and Exhibits to be Included as Part of this Agreement

Exhibit A – Budget for Transitional Housing

XX. Amendments

This Agreement and all attachments and exhibits herein attached and incorporated by reference may be amended only by written agreement signed by all parties. The Agreement contains all the terms and conditions agreed upon by the parties. The Agreement may only be modified or amended upon mutual written agreement of the Circuit and the Contractor.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES INTEND TO BE BOUND AND MUTUALLY AGREE TO THE TERMS OF THIS AGREEMENT.

FIRST JUDICIAL CIRCUIT OF FLORIDA

_____

Robin M. Wright Date
Trial Court Administrator
First Judicial Circuit of Florida

_____
Witness

_____
Witness

CONTRACTOR
ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

_____

Grover C. Robinson, IV Date
Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court BCC Approved: _____

By: _____

Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.

By/Title: [signature]
Date: 6/23/16

Exhibit A – Budget for Transitional Housing

Transitional Housing - $21,500:

Transitional Housing – 1,075 days @ $20 per day not to exceed a total of $21,500.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10503 **County Administrator's Report 11. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Change Order 1 to Purchase Order# 160238 to Drug Free Workplaces, Inc.
From: Chip Simmons, Assistant County Administrator
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Drug Free Workplaces, Inc., for Drug Testing of Probation Clients - Chip W. Simmons, Assistant County Administrator.

That the Board approve and authorize the County Administrator to execute the following Change Order 1 to Drug Free Workplaces, Inc., adding funds for the drug screening of probation clients under the supervision of Community Corrections:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	$25,000
Vendor:	Drug Free Workplaces, Inc.
Project Name:	N/A
Contract:	PD 14-15.013
Purchase Order:	160238
Change Order:	1
Original Award Amount:	$60,000
Cumulative Amount of Change Orders Through This Change Order:	$25,000
New Purchase Order Total:	$85,000

[Funding Source: Fund 114, Misdemeanor Probation Fund, Cost Center 290301, Object Code 53101]

BACKGROUND:

As a court ordered condition of probation, some offenders are required to submit to drug screening. Community Corrections utilizes Drug Free Workplaces, USA, LLC (PD14-15.013) to facilitate this testing. Due to an increase in the number of participants in the various community corrections programs, the Corrections Department would like to request a change order in the amount of $25,000 to cover the drug testing fees for the remainder of fiscal year 2015-2016.

BUDGETARY IMPACT:

Funding is available in Misdemeanor Probation Fund 114; Misdemeanor Probation Cost Center 290301; 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

Drug Free Workplaces Agmt

PO 160238

AGREEMENT FOR DRUG, ALCOHOL, AND NICOTINE TESTING SERVICES PD 14-15.013

THIS AGREEMENT is made this 10th day of February, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Drug Free Workplaces, USA, LLC (hereinafter referred to as "Contractor"), a Florida Limited Liability Company authorized to conduct business in the State of Florida, whose federal identification number is 59-3173782, and whose principal address is 27 West Romana Street, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on December 1, 2014, the County issued an Invitation to Bidders (PD 14-15.013) seeking drug, alcohol, and nicotine testing services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Drug, Alcohol, and Nicotine Testing Services, Specification No. P.D. 14-15.013, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated December 11, 2014, and the Offer Form, dated December 23, 2014, attached hereto as **Exhibit "B".**

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limits.

(d) Florida statutory Workers' Compensation.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Drug Free Workplaces, USA, LLC
Attention: Carol J. Law
27 West Romana Street
Pensacola, Florida 32502

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and

obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: Assist ACA

Date: 1/8/15

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

Steven Barry, Chairman

Date: 1/22/2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC Approved: 01-22-2015

(SEAL)

Witness

Witness

CONTRACTOR: DRUG FREE WORKPLACES, USA, LLC

By: Carol J. Law, President

Date: 1/15/15

SCOPE OF WORK
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

The Provider agrees as follows:

1.1 To provide the County with their services for the purpose of complying with the rules issued by the Department of Transportation at 49 CFR Parts 382, 391, 392, and 40, in regard to drug and alcohol breath testing for current and prospective employees who operate commercial motor vehicles in the course of County employment and who are subject to commercial driver's license requirements.

1.2 To provide the County with their services for the purpose of compliance with the County's Substance Abuse Policy, Tobacco-Free Hiring Policy and Tobacco-Free Workplace Policy in regard to nicotine testing for current and prospective employees.

1.3 To maintain appropriate professional certification, e.g., Substance Abuse Program Administrators Association (SAPAA) Certification or similar certification. Additionally, medical review officers, collection site persons, breath alcohol technicians, substance abuse professionals, laboratories and evidential breath testing devices must meet and maintain the standards set forth in 49 CFR 40. (For additional information on SAPAA you can go to their web site at www.sapaa.com)

1.4 To remain current with Florida Legislation and comply with all federal, state and local ordinances, including but not limited to: (a) The Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards; (b) Florida Statutes, Chapter 440, Workers' Compensation, particularly with respect to sections regarding the drug free work place; (c) Florida Administrative Code, Rules 38F and 38I; (d) Escambia County Substance Abuse Policy; (e) Escambia County Tobacco-Free Workplace Policy and (f) Escambia County Tobacco-Free Hiring Policy.

1.5 To be available for expert testimony in the event of legal challenges to the validity of results as requested by the County.

1.6 To be available to consult with the County's Human Resources Department and/or the County's Legal Department upon request.

1.7 To perform drug screens by emit with reflexive gas chromatography/mass spectrophotometer (GC/MS) confirmation of all positive test results. To perform alcohol testing as outlined in 49 CFR Part 40. The following drugs shall be included in the screening: amphetamines, cocaine, marijuana, opiates, and phencyclidine. Employees subject to the Florida Department of Law Enforcement (FDLE) requirements shall additionally be screened for barbiturates, benzodiazepines, and methaqualone. To perform the Health Professional Panel drug screens for employees when management believes there is reasonable suspicion of substance abuse and for post-accident purposes.

1.8 To perform random testing based on the following procedures: The County will send the names of the employees eligible for random drug, alcohol and nicotine testing. There are three selection pools to be maintained. One pool (DOT) has approximately 125 employees, the (Non-DOT) pool has approximately 930 and the nicotine pool has approximately 1380 employees.



The DOT pool will be submitted quarterly. The Non-DOT and nicotine pools will be submitted on a quarterly basis to the Provider. The Provider will enter the employees' names into their computer and the computer program will randomly select the employees that are to be tested. The DOT pool draws 50% for drug testing and 10% for alcohol testing. The pool draw is 2% for nicotine testing. The Non-DOT pool draws 50% for drug testing. There will be approximately 555 random drug tests per year and 20 alcohol tests per year. There will be approximately 112 nicotine tests per year. The Provider will handle the entire selection procedure.

1.9 To perform new-hire testing for employees who are in safety sensitive and special risk positions.

2.0 Set-up fees shall include initial set-up of a database of employees.

2.1 To perform all drug, alcohol and nicotine testing at the contractor's facility. Results are to be provided to the County within 2-3 working days after the test. The required times and days for drug and alcohol testing is twenty-four hours, seven days a week; but most are done Monday through Friday from 7:00 a.m. to 5:00 p.m. The required times and days for nicotine testing will be Monday through Friday from 7:00 a.m. to 5:00 p.m.

2.2 To provide a facility that shall be available for after hours testing for reasonable suspicion and post accident testing.

2.3 To make available the services of a Medical Review Officer (MRO), who is a licensed doctor of medicine with knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures. The MRO will verify test results and possess the necessary medical training to interpret and evaluate an individual's positive test result in relation to that person's medical history or any other relevant biomedical information.

2.4 To make available the services of the MRO who shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not disclose to the County or any third party medical information provided by a tested individual to the MRO unless permitted by regulation or, in the MRO's reasonable judgment the information indicates that performance by the individual could pose a significant safety risk.

2.5 To ensure all results and records received by the Provider will be kept on file as required by law. Results of the testing program and the test cutoff levels for all employees will be reported to designated management representatives via electronic mail.

2.6 To provide at least one on-site supervisory workshop twice a year. This training should last at least two, but no more than four hours. The Florida Department of Transportation (FDOT) requires supervisors to be trained at least 60 minutes on alcohol misuse and receive at least an additional 60 minutes of training on controlled substance use. In consultation with the Human Resources Department, supervisors will use this training to assist them in determining whether or not reasonable suspicion exists. The FDOT training will be held twice annually and shall include the physical behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The County will designate additional training topics.

2.7 To provide scheduled on-site supervisory workshops and the on-site consultations with the Human Resources Director and/or County Attorney.

2.8 To provide educational materials that shall be printed pamphlets covering the topics of Substance Abuse and Drug Testing.

2.9 Both parties to this Contract are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, principal-agent or employer-employee, and neither party shall have the power to bind the other whatsoever beyond the terms of this Contract.

3.0 This Contract shall be for three (3) years, unless terminated in accordance with the Special Terms and Conditions.

3.1 If during the term of this Contract there is a significant change in the requirements as a result of regulatory or statutory changes, both parties agree to renegotiate the services and fees provided herein.

3.2 The parties hereto agree the terms hereof are to be construed according to Florida law and that venue for any action arising hereunder shall be appropriate in Escambia County, Florida, where the services provided for herein shall be deemed to be rendered.

3.3 Pursuant to the requirements of Florida Law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, the County's performance and obligations to fund this Contract shall be contingent on an annual appropriation by Escambia County Board of County Commissioners.

3.4 The Provider agrees to invoice the County for services provided under this Contract on a monthly basis.

3.5 The Provider shall submit two (2) copies of its monthly invoice to the County on or before the 25th day of each month for work performed during the previous month. The invoice shall be itemized and on a form approved by the Clerk of the Circuit Court's Finance Office.

3.6 That the County shall, within thirty (30) days after approval of the invoice, pay the Provider the amounts approved.

3.7 That the Provider acknowledges that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Provider fails to abide by the provisions of Chapter 119, Florida Statues, the County may, without prejudice to any right or remedy and after giving the Provider and its surety, if any, seven (7) days written notice, during which period the provider still fails to allow access to such documents, terminate the employment of the Provider, in such case, the Provider shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owning the Provider (excluding monies owed the Provider for subcontractor work).

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

3.9 The Provider hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee or agent of the Provider now has or will have. Said disclosure shall be made by the Provider contemporaneously with the execution of this Contract and at any time thereafter that such facts become known to the Provider. The Provider at all times shall perform its obligations under this Contract in a manner consistent with the best interests of the County. Failures to abide by this section shall result in the immediate termination of this Contract.

4.0 All other provisions, which, by their inherent character, sense, and context are intended to survive termination of the Contract, and shall survive the termination of the Contract.

4.1 The invalidity or non-enforceability of any portion or provision of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance hereof shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provision.

4.2 The Provider shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Contract. Without limiting the generality of the foregoing, the Provider shall observe all rules and regulations, of federal, state, and local officials relating to the subject matter of this Contract.

4.3 The failure of the Provider or the County to insist upon the strict performance of the terms, and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Contract.

BID FORM
Specification Number PD 14-15.013
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 12/11/2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Drug, Alcohol and Nicotine Testing as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DESCRIPTION	PRICE
Testing – Includes collection, initial test, confirmation, medical review and reporting	$ 28.60 per test (alcohol)
	$ 28.60 per test (drug)
	$ 28.60 per test (drug – FDLE requirements)
	$ 12.00 per test (nicotine, if performed in conjunction with drug testing)
	$ 19.60 per test (nicotine, if performed in individually)
Random Selection Procedure:	
Set-up Fee	**$ 0.00**
Maintenance Fee	**$ 0.00**
Education Materials (Approximately 1000 employees)	**$ 0.00**
On-Site Supervisory Workshops (Two Annually) (To include travel and related expenses)	**$ 100.00** Per Workshop
Workshop Training Materials (materials provided for all attendees)	**$ 0.00**
BCC Policy Reviews and Updates (annually or as requested)	**$ 0.00**
Consulting (annually and/or as requested with Human Resources and/or County Attorney)	**$0.00**
Deposition and Legal Testimony (To include travel and related expenses)	**$ 800.00/ per day**

SAPA Certification or Similar Certification Yes X No ___

Please list Certification: **SAPACC**

Name of Medical Review Officer: **Dr. Morris Simhachalam, AAMRO**

EXHIBIT
B

Bid Form Continued
14-15.013

24-hour contact telephone number : (850) 712-7486 ProHealth, 3298 Summit #33, Pensacola, FL 32503

Testing Location(s) (within Escambia County) LabCorp collection sites included in Bid pricing.

ALL TESTING
Lab Corps. Mon-Fri 7:30 am – 4:00 pm
3437 N. 12th Ave.
Pensacola, FL 32503
Telephone: (850) 434-0345 Fax: (850) 438-2184
Per existing contract 3rd party collection fees are paid by Escambia Co.

POST ACCIDENT TESTING
Sacred Heart Urgent Care, 8:00 am – 8:00 pm
6665 Pensacola Blvd.
Pensacola, FL 32505
Telephone: (850) 416-2000

Baptist Occupational Health 8:00 am – 6:00 pm
9400 University Parkway
Pensacola, FL 32514
Telephone: (850) 208-6400, Fax: (850) 208-6409

ALL TESTING
Lab Corps. Mon-Fri 7:30 am – 4:00 pm
7140 N. 9th Ave.
Pensacola, FL 32504
Telephone: (850) 476-7816 Fax: (850) 479-2319

POST ACCIDENT TESTING
ProHealth After 8:00 pm
3298 Summit #33
Pensacola, FL 32503
Telephone: (850) 712-7486
Must Call First

(PLEASE TYPE INFORMATION BELOW)
SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number: P92000000541

Occupational License No. Pensacola – 120405
Escambia - 51988
Florida DBPR Contractor's License, Certification and/or
Registration No. N/A

Type of Contractor's License, Certification and/or
Registration N/A

Expiration Date: N/A

Terms of Payment
(Check one) Net 30 Days √ 2% 10th Prox ___

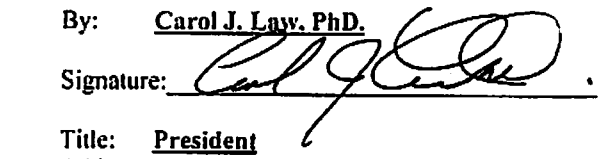
Will your company accept Escambia County Purchasing Cards? Yes √ No ___

Will your company accept Escambia County Direct Payment Vouchers? Yes √ No ___

County Permits/Fees required for this project: N/A

Bidder: Drug Free Workplaces, Inc.

By: Carol J. Law, PhD.

Signature: 

Title: President
Address: 27 W. Romana St.,
Pensacola, FL 32502

Person to contact concerning this bid:
Carol J. Law, PhD.
Phone/Toll Free/Fax#: Phone (850) 434-3782
Toll Free 1-800-430-3782, Fax (850) 434-8244
E-Mail Address: LAW@drugfreeworkplaces.com
Home Page Address: www.drugfreeworkplaces.com

Person to contact for emergency service:
Carol J. Law, PhD.
Phone/Cell/Pager #: Phone (850) 434-3782
Cell (850) 516-5195

Person to contact for disaster service:
Carol J. Law, PhD.
Home Address: 27 Mar Vista Cir.
Pensacola, FL 32507
Home Phone/Cell/Pager #: Home (850) 456-2062
Cell (850) 516-5195

OFFER FORM

IN ACCORDANCE WITH ORDINANCE 2013-43, Volume 1, Chapter 46, Article II, Division 3, Section 46-11
LOCAL PREFERENCE IN THE SEALED BID PROCESS

For

Specification Number PD 14-15.013
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 12/23/14

Commissioners:

In accordance with your "Local Preference in the Sealed Bid Process" and "Instructions to Bidders" for Drug, Alcohol and Nicotine Testing as described and listed in the Invitation to Bid PD14-15.013 Drug, Alcohol and Nicotine Services and subject to all conditions thereof, I, undersigned, hereby offer the following bid amounts in order to match the low bid amount of $22,960 annual cost.

DESCRIPTION	PRICE
Testing – Includes collection, initial test, confirmation, medical review and reporting	
	$ 27.45 (drug) per test
	$ 27.45 (drug - FDLE requirements) per test

PURCHASE ORDER NO. 160238

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
042368 FAX: 850-434-8244
DRUG FREE WORKPLACES INC
27 W ROMANA STREET
PENSACOLA FL 32502

SHIP TO
COMMUNITY CORRECTIONS/PROBATION
2251 NORTH PALAFOX ST.
PENSACOLA FL 32501

ATTN: SUSAN BECKER 850-595-4062

ORDER DATE: 10/08/15	BUYER: PAUL NOBLES	REQ. NO.: 16000080	REQ. DATE: 10/01/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: PD 14-15.013	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	OPEN END PO FOR COURT ORDERED DRUG SCREENING FOR PERIOD 10/1/2015 THROUGH 9/30/2016. *BCC APPROVED FOR <$50,000 9/24/2015* *BCC APROVAL FOR PD 14-15.013 1/22/2015*	60000.0000	60,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	290301	53101	35,000.00	
01	290306	53101	5,000.00	
01	290307	53101	20,000.00	

PAGE TOTAL $ 60,000.00
TOTAL $ 60,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10521 **County Administrator's Report 11. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Equipment Acquisition Agreement for Corrections Department
From: Chip Simmons, Assistant County Administrator
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Equipment Acquisition Agreement with CPC Office Technologies for the Corrections Department, Community Corrections Division - Chip W. Simmons, Assistant County Administrator.

That the Board take the following action regarding an Equipment Acquisition Agreement with CPC Office Technologies for the Corrections Department, Community Corrections Division:

A. Approve the Equipment Acquisition Agreement with CPC Office Technologies for the lease and maintenance of two machines for a term of 48 months, with a monthly charge of $190.30, plus the cost of copies (0.0059/copy); and

B. Authorize the Chairman to sign the Equipment Acquisition Agreement.

[Funding: Fund 114, Misdemeanor Probation Fund, Cost Center 290301 Misdemeanor Probation, Object Code 54001, Rentals and Leases]

BACKGROUND:

A review of the Escambia County Corrections-Community Corrections copying and printing equipment revealed that there were several machines in various locations throughout multiple buildings. In an attempt to reduce the cost and streamline the function of the various offices, the Corrections Department received quotes from 3 different vendors to provide a solution. CPC Office Technologies' quote provided the most cost effective solution.

BUDGETARY IMPACT:

Funding is available in Fund 114, Misdemeanor Probation Fund, Cost Center 290301 Misdemeanor Probation, Object Code 54001, Rentals and Leases.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract has been reviewed by Kristin Hual, Assistant County Attorney and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106-Multi-year Lease and Lease Purchase Agreements.

IMPLEMENTATION/COORDINATION:

Once the agreement has been signed the Corrections Department will work with the Office of Purchasing in order to obtain a purchase order for the outlined services.

Attachments

Equip Acquisition Agmt

Comparison Quotes

EQUIPMENT ACQUISITION AGREEMENT

OFFICE TECHNOLOGIES
BUSINESS SOLUTIONS EXPERTS SINCE 1972

910 E CERVANTES ST. PENSACOLA, FL 32501
P: 850-432-1580 F: 850-432-8666
WWW.CPCTEK.COM

Date	Purchase Order	Account Manager	Authorized Approval

Installation: Customer Information		Bill To: Customer Information	
Company Name	Escambia County Department of Corrections	Company Name	
Address		Address	
City, State	Zip	City, State	Zip
Phone#	Fax#	Phone#	Fax#
Contact	E-mail	Key Operator/Meter Readings	E-mail

Quantity	Product Description- Make, Model, Serial No. & Meter Read	Refurb	Unit Price	Total
2	MP4054 Ricoh Monochrome MFP	☐		$ 0.00
2	417268 Ricoh Paper Feed Unit	☐		$ 0.00
		☐		$ 0.00
		☐		$ 0.00
		☐		$ 0.00
		☐		$ 0.00
		☐		$ 0.00
		☐		$ 0.00
		☐		$ 0.00
		☐		$ 0.00
			Sub-Total	$ 0.00
TRANSACTION TYPE: LEASE- ☐ CASH- ☐ RENTAL- ☑			Tax	
			Total	$ 0.00

LEASE FINANCING PROVIDED BY: CPC Office Technologies In-House Rental TAX EXEMPT: YES- ☑ NO- ☐

IT CONTACT NAME: IT PHONE #: ( ) - CERTIFICATE #:

CPC Service Programs: (Base Charge Amount should correlate to Billing Frequency)

BASE CHARGE	B&W Images Included	Color Images Included	B&W Excess Rate	Color Excess Rate	SERVICE CONTRACT DETAIL	CTS AGREEMENT
$190.30	0	N/A	.0059	N/A	Contract Type: (Choose One)	Contract Coverage:
Contract Start Date: _____	Base Billing Frequency: Monthly- ☑ Annual- ☐ Quarterly- ☐		Overage/CPC Billing: Monthly- ☑ Quarterly- ☐ Bi-Annual- ☐ Annual- ☐		All Inclusive- ☑ Parts & Labor- ☐ Color Supplies Not Included- ☐ Other- ☐ _____	YES- ☐ NO- ☑ Price: $ _____ Term: _____ Months

Special Instructions:

48 Month Rental Agreement.

By signing this document you acknowledge that the terms and conditions on the back of this document are an integral part of this agreement.
This agreement shall not be binding on Copy Products Company until it is signed as accepted by a Manager.

Customer Representative

_____
Chairman Signature Date

Printed Name & Title: Grover C. Robinson, IV Chairman

CPC Representative

_____
Authorized Signature Date

Printed Name & Title: _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: Asst Co Atty
Date: 6/23/16

AGREEMENT

CPC Office Technologies referenced herein as "CPC" agrees to provide the Purchaser of this agreement, the services described within this document, on the equipment listed on the reverse side, for the scheduled fees. This contract shall remain in force for a minimum one-year period and may not be cancelled during the initial term or any renewal thereof. The Purchaser will be billed on a monthly, quarterly, or annual basis with the minimum billed and payable in advance. Upon contract renewal there will be an annual increase not to exceed 10%.

An "All Inclusive" Agreement includes parts, labor, routine maintenance and supplies (including toner and developer unless stated otherwise) except staples and paper as specified by manufacturer to keep the equipment operating at optimum performance levels, but does not cover any software maintenance or network connectivity support. In order to ensure proper maintenance of equipment, CPC will provide routine service during its normal working hours (8:00 a.m. – 5:00 p.m.) not including Saturdays, Sundays or holidays.

For Copiers/Printers:

All parts removed become the property of CPC. In the event of any increase in the cost of fuel, parts, supplies, or other component(s) not under the control of CPC, those increases shall be passed on to customer.

For Other Products:

All non-copier agreements include parts, labor, and routine maintenance calls. The same exclusions listed under copiers apply here as well (unless otherwise specified). Service programs vary based on product and may be based on an annual fee, minimum meter fee, or charges billed in arrears for prints produced.

CPC shall have no obligation to make ordinary changes of toner, paper, staples, and developer or to install equipment accessories. Nor will CPC be liable for negligence by the user or any repairs or replacements due to electrical power problems, abuse, accidents, theft or damage caused to the machine by repairs done by someone other than an authorized CPC representative or any other issues resulting from acts of God including but not limited to climatic conditions, water, or fire damage.

This program *shall* become effective upon receipt by CPC of the initial monthly charge provided on the reverse side hereof and shall continue for one calendar year. This program shall be automatically extended for 12 months, at the rate in effect at the time of the extension, provided that the customer is not then in default.

Either party may terminate this Agreement by giving written notice not less than 30 days prior to the anniversary date of the Agreement if service is not included in your lease. At the end of the 30-day notice, any excess images/prints will be billable at the rates currently in effect. This contract may not be transferred to another individual and/or business without the prior written authorization from CPC. Any excess supplies provided by CPC under the terms of the contract remain the property of CPC and must be returned at the expiration of the Agreement. Excess supplies not returned shall be invoiced at the preferred customer rate. If certain repair parts become unavailable from the manufacturer, this Agreement can be terminated by either party or remain in effect with the services described above except those services that cannot be provided due to unavailable parts.

Meter Collection: For efficient and electronic meter reading, CPC utilizes Electronic Meter Capture software (EMC) that reports current meter readings on all print devices connected to your network. Customer agrees that meters may be accessed and reported in this manner. This utility is provided at no charge to you. CPC is not responsible for the maintenance of this software or the collection of meter readings. It is the customer's responsibility to ensure ongoing uninterrupted operation of this software and the reporting of accurate meter readings. If customer elects not to use or maintain this software then customer agrees to report meter readings by email or through the CPC website.

Connectivity Technical Support "CTS": Is an optional protection available for all network-connected products supplied and connected by CPC. CTS works in conjunction with this Agreement by providing support and fault isolation for print, scan and network fax issues external to the device. CTS is designed to minimize the downtime associated with the critical performance of these functions. CTS provides up to 6 hours IT/Help Desk support time per year/location depending on product devices on this contract. CTS services are not included with this Agreement unless indicated on the reverse hereof.

No Liability for Consequential Damages: CPC will, at the request of the customer, install network copiers/printers and other related products, on the customers designated network. In no event shall CPC be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, consequential damages, punitive damages, or any other loss) resulting from the products or services provided pursuant to this Agreement. This is an integrated document. This writing constitutes the entire Service Agreement between the parties. No agreements or warranties, whether written or oral, exist other than as specifically provided in the terms and provisions as set forth herein. All warranties, including the implied warranties of merchantability and fitness for purpose of use are specifically disclaimed.

Additional Terms: This Agreement is subject to the terms and conditions appearing herein and the reverse hereof and customer agrees to be bound thereby. All orders are net cash upon delivery unless otherwise indicated. This Agreement is accepted when signed by an Authorized Representative of CPC and becomes a binding contract and may not be cancelled or modified without the prior written consent of both Parties, unless otherwise provided herein. Sale is not subject to approval or on a trial basis. Both Parties agree that neither shall be bound by any representation other than those contained herein. Notwithstanding any provision to the contrary, payments and any interest on late payment shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes. 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.

Title: Title to the equipment shall remain with CPC until such time as the purchase price has been paid in full. The customer does hereby grant to CPC a purchase money security interest in all equipment described on the reverse and agrees to sign any other such documents as are needed to prefect said security interest.

For Municipal and Local Government Entities: You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available,
unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

Limitation of Liability and Warranties: Any warranties of the products sold or leased under this Agreement are those of the manufacturer. CPC makes no warranty of merchantability of the goods, or any warranty of fitness for a particular purpose. In no event shall CPC be responsible for consequential damages or loss of profits resulting from the breach of any warranty or guarantee or any other breach. Customer assumes all risks and liability resulting from the use of the products whether used singly or in combination with other goods. CPC neither assumes nor authorizes any person to assume for CPC any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties made. If CPC breaches any other provisions of this contract, CPC's sole liability, whether based in contract, tort or otherwise, shall not in any event exceed the contract price for the particular item(s) involved.

Delays: CPC shall not be liable by reason of delays or contingencies beyond CPC's control, including but not limited to strikes, labor unrest, delays by shippers, delays by weather conditions, delays by common carriers, accidents, government acts, acts of unrelated third parties, criminal acts, unavailability of parts or supplies, or acts of God.

Taxes: CPC will collect required sales tax unless the customer provides evidence of exemption to CPC. Customer shall pay any other taxes directly to federal, state, or local governments as applicable.

Recovery of Costs: Time is of the essence of this Agreement and the Parties hereto agree that waiver by CPC to any default of the acceptance of any payment required hereunder after the payment is due shall not constitute a waiver of any term of this Agreement or any other provisions of this Agreement. Upon default by customer CPC may exercise any legal remedy, and upon default the entire unpaid balance is due and payable from customer. If customer is indebted to CPC in any amount, CPC shall not be obligated to provide any services or supplies until all amounts are paid in full.

6/22/2016

Proposed Solution 1: (2) Ricoh MP 4054

- Print, Scan & Copy ready
- 40 page per minute printing speed with paper feed unit
- 4 large capacity paper trays
- **External** finisher- Stapler & Collator
- "**Desired workhorse**"

Cost:(1)MP4054-	$3,452.00	**48Months**: $84.95
Paper feed unit-	$472.00	$11.62
External Finisher-	$690.00	$16.98
Bridge Unit-	$72.00	$1.77

$4,686.00 each | $115.32/month(each)

RJYoung | *Your productivity is our mission.*

Click Rate: $0.0059/page

10,000 copies= $59.00

***Includes clicks, toner, supplies(excluding staples/paper) & maintenance**

Proposed Solution

Ricoh MP4054 Monochrome Digital MFP





- 40ppm Black and White
- Network Print/Scan/Copy
- 220 Sheet Automatic Duplex Document Feeder
- 2,300 Sheet Paper Capacity
- 100 Sheet Bypass Tray
- COLOR Scan to Folder, Email, Desktop, USB Drive
- 1200x1200 dpi
- Inner Finisher Optional (See Below)
- PCL6 Ready

GSA Contract GS-03F-0085U

48 Month Lease Agreement:	**$95.15 per month**
60 Month Lease Agreement:	**$79.59 per month**
Optional Stapling Finisher:	**$9.06 per month (48 Months)**
	$7.55 per month (60 Months)

Maintenance Agreement:

- Includes all parts, labor, and supplies. Excludes paper and staples. All copies/ prints billed as per your usage. Each copy billed at .0059 per page.

Example: 5,000 copies/prints X .0059 = $29.50 per month

- Includes set-up, delivery, network installation, and end-user training.

CPC OFFICE TECHNOLOGIES • 910 EAST CERVANTES STREET • PENSACOLA, FL 32501
TEL 850 432 1580 FAX 850 432 8666 WWW.CPCTEK.COM

Dex Imaging
51 Industrial Blvd
Pensacola, Fl. 32503
Attn: Barry Davis
bdavis@deximaging.com

Proposed Solution:
ESCAMBIA COUNTY COMMUNITY CORRECTIONS

Konica Minolta 454E 45 images per minute print/copy Multifunction Copier.
Four 500 Sheet Paper Cassettes, Automatic Document Feeder, Scan to Folder, Scan to Email (Scan speed up to 160 images per minute).

DEX/KONICA MINOLTA PRICING

48 MONTH LEASE (TWO DEVICES)	$ 195.54

MONTHLY 5,000 COPY BASE SERVICE PRICING IS $29.50.OVERAGES ARE .0059 PER IMAGE.ALL SUPPLIES ARE INCLUDED EXCEPT PAPER.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10495 **County Administrator's Report 11. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Amendment to Agreement PD13-14.064 between CenturyLink and Escambia County
From: Chip Simmons, Assistant County Administrator
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Contract With CenturyLink Public Communications, Inc., to Comply with FCC Order - Chip W. Simmons, Assistant County Administrator

That the Board take the following action concerning the Third Amendment of Agreement Relating to Inmate Telephone Services, PD 13-14.064, with CenturyLink Public Communications, Inc., which provides for the inmate calling system at the Escambia County Jail:

A. Approve the Third Amendment of Agreement Relating to Inmate Telephone Services, PD 13-14.064. The primary goal of this Amendment is to provide a solution that will achieve compliance with the Federal Communication Commission's October 22, 2015, order in WC Docket No. 12-375 that is in the best interest of the Escambia County Jail's inmate population; and

B. Authorize the Chairman to sign the Amendment.

[Funding: This Contract is a Revenue Contract related to Fund 111, Detention-Jail Commissary, Revenue Account 342302]

BACKGROUND:

On October 22, 2015 the Federal Communications Commission (FCC) released an order in WC Docket NO. 12-375 that addresses the rates and fees that can be charged for Inmate Calling Services (ICS). This Third Amendment is needed In order to bring PD13-14.064 in compliance with the FCC order and minimize the impact to the Jail's Inmate Welfare Fund (Fund 111).

BUDGETARY IMPACT:

Fund 111, Revenue Account 342302 Detention-Jail Commissary

LEGAL CONSIDERATIONS/SIGN-OFF:

This amendment has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policy requires contract amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Upon approval and execution by the Chairman, the Corrections Department will facilitate execution of the amendment by CenturyLink Public Communications, LLC.

Attachments

Third Amendment to Agreement

THIRD AMENDMENT OF
AGREEMENT RELATING TO INMATE TELEPHONE SERVICES

This Third Amendment to the Agreement Relating to Inmate Telephone Services is entered into this ___ day of ~~June~~ July, 2016, by and between Escambia County, a political subdivision of the State of Florida, acting 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 CenturyLink Public Communications, Inc. d/b/a CenturyLink, a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "CenturyLink"), whose principal address is 100 CenturyLink Drive, Mailstop: LA0001-3SW705, Monroe, Louisiana, 71203.

WITNESSETH:

WHEREAS, the Agreement Relating to Inmate Telephone Services ("Agreement") was entered into between the Parties on September 5, 2013. This Agreement has a term of three (3) years and may be renewed at the County's discretion for two additional one (1) year periods; and

WHEREAS, on October 22, 2015, the Federal Communications Commission ("FCC") released an order in WC Docket No. 12-375 that addresses the rates and fees that can be charged for Inmate Calling Services ("ICS"), and which affects the relationship between the Parties regarding the provision of ICS. *See*, *Rates for Interstate Inmate Calling Services*, Second Report and Order and Third Further Notice of Proposed Rulemaking, WC Docket No. 12-375, released October 22, 2015 ("2015 Order"); and

WHEREAS, on March 17, 2016, the United States Court of Appeals for the District of Columbia Circuit issued an order staying portions of the FCC's 2015 Order governing ICS resulting in a return to the interim rate caps for all interstate calling imposed in the FCC's prior 2013 Order; and

WHEREAS, other portions of the rules mandated by the 2015 Order were not stayed and were allowed to go into effect, and which must be in place for county jails no later than June 20, 2016; and

WHEREAS, the Parties desire to amend the Agreement to bring the rates being charged to callers using the inmate calling system into compliance with the 2015 Order and to adjust the commission paid to the County under the Agreement; and

WHEREAS, as a result of said rate revisions, the Board of County Commissioners finds it in the best interest of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CenturyLink agree to amend the Agreement as stated below.

1. The foregoing recitals are deemed to be true and correct and incorporated herein by reference.
2. Except as otherwise indicated in this Amendment, any defined terms will have the same meaning as in the Agreement.

3. CenturyLink and County agree that the rates to be charged to end users, which were listed in Exhibit A to the Agreement and subsequently revised as provided in the Second Amendment to the Agreement, are being revised to comply with the 2015 Order. Commencing June 20, 2016, which is the effective date of this Third Amendment ("Effective Date"), the rates for calls originated by inmates in the County's jail facilities will be as listed in the following table:

Inmate Calling Rates			
Payment Type	Call Type	Surcharge	Per Minute
Collect	Local	$0.00	$0.15
Collect	IntraLATA	$0.00	$0.21
Collect	InterLATA	$0.00	$0.21
Collect	Interstate	$0.00	$0.21
Collect	International	NA	NA
Debit	Local	$0.00	$0.15
Debit	IntraLATA	$0.00	$0.21
Debit	InterLATA	$0.00	$0.21
Debit	Interstate	$0.00	$0.21
Debit	International	$0.00	$0.75
Prepaid	Local	$0.00	$0.15
Prepaid	IntraLATA	$0.00	$0.21
Prepaid	InterLATA	$0.00	$0.21
Prepaid	Interstate	$0.00	$0.21
Prepaid	International	$0.00	$0.75

Inmate Calling Fees	
Fee	Amount
Account Funding Fee – Live Agent	$5.95 per transaction
Account Funding Fee – Web OR IVR	$3.00 per transaction
Bill Statement Fee (Collect)	$2.00 per bill

4. The Parties further agree that traditional Collect calling will be phased out and no longer offered under the Agreement, and in its place traditional Collect calling will be replaced with Prepaid and Debit calling. This transition will occur no later than September 30, 2016, with a specific timeline for this phase-out to be jointly developed by the Parties, but all references to traditional "Collect" calling will no longer be applicable to the Agreement as of September 30, 2016.

5. The Parties further agree that commencing with the Effective Date of this Third Amendment, CenturyLink will pay the County a fee equal to 64.7% of the total *Gross Billings* generated by all calls placed by inmates in the County jail.

6. The contact information for CenturyLink (formerly Embarq Payphone Services, Inc., d/b/a CenturyLink) contained in Paragraph 15 of the Agreement is being changed per this Third Amendment. Commencing with the Effective Date of this Third Amendment, all Notices to CenturyLink will be sent to the following address:

TO: CenturyLink
Attention: Paul Cooper
Mailstop: KS0029-2D351
600 New Century Parkway
New Century, Kansas 66031

7. Other than as set forth above, the Agreement remains unchanged and in full force and effect. This Third Amendment is made a part of and incorporates the terms and conditions of the Agreement. If there is a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment will control.

WHEREFORE, CenturyLink and the County have caused this Third Amendment to be executed by its duly authorized representatives.

CenturyLink Public Communications, Inc.

By: _____
Paul Cooper, Vice President
and General Manager

Date: _____

Escambia County, Florida

By: _____
Grover C. Robinson, IV, Chairman

Date: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: _____
Date: 6/16/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10487 **County Administrator's Report 11. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Issue Purchase Orders on Contract PD 14-15.064 "General Paving and Drainage Agreement"
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Purchase Orders on Contract PD 14-15.064, General Paving and Drainage Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the issuance of Purchase Orders on Contract PD 14-15.064, General Paving and Drainage Agreement:

A. Approve the reallocation of remaining funds from the Capital Improvement Program, totaling $618,410, from Dirt Road Paving funds (completed projects) to Mack's Road and Cecil Road Dirt Road Paving Projects:

FROM:

Project Name	District	Amount
Beck's Lake Road	5	$20,100
Brickyard Road	5	$9,976
Campbell Road	5	$43,355
Enon School Road	5	$31,315
Lambert Bridge Road	5	$28,083
O.C. Phillips Road	5	$36,318
Luth Road	5	$17,189
Dirt Road Paving Project		$432,074
TOTAL		**$618,410**

TO:

Project	District	Amount

Mack's Road	5	$337,891
Cecil Road	5	$280,519
TOTAL		**$618,410**

B. Approve the Issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of $337,890.80, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project; and

C. Approve the Issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of $280,518.87, on Contract PD 14-15-064, General Paving and Drainage Agreement, for the Cecil Road Dirt Road Paving Project.

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301]

BACKGROUND:

A Purchase Order will be issued on Contract PD 14-15.064 "General Paving and Drainage Agreement" to Roads, Inc. of NWF, to pave approximately 1.01 miles of Cecil Road, from Highway 99 to McElhaney Road. This project will include the installation of 1.5" of SP 12.5 asphalt over prepared base, as well as installing driveways, some drainage work, shoulder work and sod. The total cost of this project is $280,518.87.

A Purchase Order will also be issued on Contract PD 14-15.064 "General Paving and Drainage Agreement" to Roads, Inc. of NWF, to pave approximately 0.8286 miles of Mack's Road from Highway 99 to the East End. This project will include clearing and grubbing, the installation of 1.5" of SP 12.5 asphalt, base preparation, drainage, sod, shoulder establishment, installing driveways, shoulder work and sod. The total cost of this project is $337,890.80.

Attached is a copy of the dirt road paving project schedule for FY 15/16 and FY 16/17.

BUDGETARY IMPACT:

Funds are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301.

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, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of the recommendation, a Budget Amendment will be transmitted to the Office of Management and Budget to transfer funds into the projects. After the Budget Amendment is processed, a requisition will be transmitted to the Office of Purchasing for Processing

---

Attachments

Mack's Road
Cecil Road
DRP Schedule

James Duncan
cn=James Duncan,
o=Engineering,
ou=Public
Works,
email=jeduncan@myescam
bia.com, c=US
2016.06.14 07:27:06 -05'00'

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Mack's Rd DRP
Project ID:
Location: District 5
Project Manager: Cooper Saunders
Date: 6/8/2016

Jay Jones
Digitally signed by Jay Jones
DN: cn=Jay Jones, o=Engineering, ou=Public Works, email=Jay_Jones@myescambia.com, c=US
Date: 2016.06.14 12:01:54 -05'00'
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

Requesting funds to pave approximately 0.8286 miles of Mack's Rd from Hwy 99 to the East End. This project will include clearing and grubbing, the installation of 1.5" of SP 12.5 asphalt, base preperation, drainage, sod, shoulder establishment, as well as installing driveways shoulder work and sod. Requesting a total of $337,890.80.

Attached backup documentation _____ page (s).
RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 120 calendar days.
_____ Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				$ 337,890.80
Funds for Construction CO#				
Contract PD XXXXXXXXXX 14-15.064	Contractor	Roads, Inc		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ (337,890.80)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer _____

County Engineer Signature | Transferred by | Transfer Date

Posted to Expedition
Date:

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: 6/8/2016

2.) Project name: Mack's Rd DRP

3.) Contract No: 14-15.064 0

4.) Description of Services to be Performed:
Requesting funds to pave approximately 0.8286 miles of Mack's Rd from Hwy 99 to the East End. This project will include clearing and grubbing, the installation of 1.5" of SP 12.5 asphalt, base preperation, drainage, sod, shoulder establishment, as well as installing driveways shoulder work and sod. Requesting a total of $337,890.80.

5.) Negotiated Cost of Construction: $ $ (337,890.80)

6.) Location Work is to be Performed:

District 5

7.) Period of Time Services are to be Accomplished:
Starting Date of Work: _____ or Upon Issuance of Notice to Proceed
Days to Complete 120
Completion Date of Work _____

Schedule for Work Requested and Received

Digitally signed by Cooper Saunders
DN: cn=Cooper Saunders, o=Public Works, ou=Engineering, email=cooper_saunders@myescambia.com, c=US
Date: 2016.06.14 12:20:27 -05'00'

Project Manager Date: _____

Work Order Approved

Digitally signed by Joy Jones
DN: cn=Joy Jones, o=Engineering, ou=Public Works, email=Joy_Jones@co.escambia.fl.us, c=US
Date: 2016.06.14 12:34:56 -05'00'

Division Chief Date: _____

Negotiated Work Order Accepted

Contractor Representative Date: 6-13-16

Work Order Completed

Contractor Representative Date: _____

H:\ENG\FileSystem\Projects\Dirt Road Paving\DRP Projects\Macks\MacksRd.xlsx

Mack's Rd DRP		PD14-15.064 General Paving and Drainage Pricing Agreement			Roads, Inc. of NWF	
0		Valid From October 1, 2015 till September 30, 2016				
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01000-	*Insurance*					
01100-	00100	Performance Bond				
01100-	00101	Performance Bond		Per $1000	$10.00	$0.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	$1,800.00	$1,800.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	2	ACRE	$4,900.00	$9,800.00
03100-	00105	Remove Tree, 13"-24"	15	EA	$325.00	$4,875.00
03100-	00111	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	13	EA	$275.00	$3,575.00
04100-	00101	Earthwork Excavation by machine	4333	CY	$5.00	$21,665.00
04100-	00106	3" Top Soil	7777	SY	$1.39	$10,810.03
04100-	00107	Earthwork Establishing Grade, County Specs 2300	2675	SY	$1.49	$3,985.75
04100-	00108	Re-establish Grade on Ditch, County Specs 2300	5833	SY	$1.49	$8,691.17
04100-	00110	Final grading and seal rolling prior to paving	2675	SY	$0.88	$2,354.00
04100-	00114	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	7777	SY	$0.95	$7,388.15
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	11666.68	SY	$6.25	$72,916.75
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	550	SY	$6.90	$3,795.00
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1275	SY	$11.85	$15,108.75
07300-	00110	Thermoplastic 6" Double Solid Stripe, White or Yellow	4375	LF	$1.85	$8,093.75
08400-	00108	Tied Concrete Block Material, Per County Spec 3310	1000	SY	$80.00	$80,000.00
09200-	00703	18" RCP Pipe, 0'-6' depth	330	LF	$31.90	$10,527.00
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	20	EA	$825.00	$16,500.00
13100-	00101	Centipede Sod, Staked, less than 1000sy	7800	SY	$2.20	$17,160.00
13200-	00103	Rip Rap Rubble	340	TON	$75.00	$25,500.00
			Sub Totals			$324,545.35
07900-	00100	MOT Based on section 07900-00100 and sub total of project				$10,000.00
01100-	00100	Performance and Payment Bond (Required for projects over $25,000.00)				$3,345.45
			Grand Total			$337,890.80
		Balance of Line (may not exceed 25% of total cost)	Qty	Units		
						$0.00
		Balance of Line Total				$0.00
		Additional Performance and Payment Bond				$0.00
		Revised Grand Total with BOL				$337,890.80

Calculations verified 10/15/14

Project Name		FD14-16.064 General Paving and Drainage Pricing Agreement			Allsouth Construction Services		Chavers Construction		Gulf Atlantic Constructors		Heaton Brothers		Infrastructure Specialty Services		J. Miller Construction		Midsouth Paving		Panhandle Grading & Paving		Roads, Inc. of NWF		Utility Services Company	
		Valid From October 1, 2015 till September 30, 2016																						
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
01000	Insurance																							
01100	00100	Performance Bond																						
01100	00101	Performance Bond		Per $1000	$30.00	$0.00	$20.00	$0.00	$25.00	$0.00	$25.00	$0.00	$20.00	$0.00	$20.00	$0.00	$9.00	$0.00	$11.30	$0.00	$10.00	$0.00	$12.00	$0.00
02100	00102	Mobilization, 18 - 30 Miles	1	EA	$2,475.00	$2,475.00	$2,900.00	$2,900.00	$3,000.00	$3,000.00	$2,200.00	$2,200.00	$2,000.00	$2,000.00	$2,870.00	$2,870.00	$1,850.00	$1,850.00	$3,250.00	$3,250.00	$1,800.00	$1,800.00	$2,875.00	$2,875.00
03100	00101	Clearing and Grubbing, per County Specifications 2220	2	ACRE	$5,950.00	$11,900.00	$7,500.00	$15,000.00	$8,000.00	$16,000.00	$6,000.00	$12,000.00	$8,000.00	$16,000.00	$5,600.00	$11,200.00	$7,600.00	$15,200.00	$5,600.00	$11,200.00	$4,800.00	$9,600.00	$6,000.00	$12,000.00
03100	00105	Remove Tree, 19"-24"	15	EA	$315.00	$4,725.00	$350.00	$5,325.00	$500.00	$7,500.00	$350.00	$5,250.00	$300.00	$4,500.00	$326.00	$4,890.00	$400.00	$6,000.00	$1,350.00	$20,250.00	$225.00	$3,375.00	$226.00	$3,000.00
03100	00111	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post	13	EA	$262.00	$3,406.00	$250.00	$3,250.00	$400.00	$5,200.00	$300.00	$3,900.00	$350.00	$4,550.00	$300.00	$3,900.00	$295.00	$3,835.00	$250.00	$3,250.00	$275.00	$3,575.00	$278.00	$3,614.00
04100	00101	Earthwork Excavation by machine	4233	CY	$6.70	$28,091.10	$6.25	$27,081.25	$6.50	$23,631.50	$5.50	$23,281.50	$8.00	$34,584.00	$6.00	$25,998.00	$6.50	$28,184.50	$5.15	$22,214.95	$5.00	$21,665.00	$8.00	$34,584.00
04100	00106	9" Top Soil	7777	SY	$7.55	$58,716.35	$2.75	$21,386.75	$2.50	$19,442.50	$9.00	$69,993.00	$20.00	$155,540.00	$2.00	$15,554.00	$5.00	$38,331.00	$1.30	$10,110.10	$1.39	$10,810.03	$3.11	$24,186.47
04100	00107	Earthwork Establishing Grade, County Specs 2300	2675	SY	$1.95	$5,216.25	$2.05	$5,483.75	$2.25	$6,018.75	$2.50	$6,687.50	$5.00	$13,375.00	$2.00	$5,350.00	$2.30	$6,687.50	$1.10	$2,942.50	$1.48	$3,958.75	$2.75	$7,356.25
04100	00108	Re-establish Grade on Cuts, County Specs 2300	5833	SY	$2.55	$14,874.15	$3.11	$18,140.63	$3.00	$17,499.00	$2.50	$14,582.50	$5.00	$29,165.00	$2.00	$11,666.00	$2.20	$12,832.60	$2.50	$14,582.50	$1.48	$8,631.17	$6.88	$40,131.04
04100	00110	Final grading and sod rolling prior to paving	2675	SY	$1.50	$4,012.50	$1.50	$4,012.50	$2.25	$6,018.75	$1.50	$4,012.50	$3.50	$9,362.50	$1.50	$4,012.50	$6.00	$16,050.00	$0.75	$2,006.25	$0.88	$2,354.00	$2.00	$5,350.00
04100	00114	Dish Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	7777	SY	$1.65	$12,832.05	$0.79	$6,143.83	$1.50	$11,665.50	$2.00	$15,554.00	$5.00	$38,885.00	$1.40	$10,887.80	$1.00	$7,777.00	$1.40	$10,887.80	$0.95	$7,388.15	$3.00	$23,331.00
05200	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	11666.66	SY	$9.50	$110,833.46	$10.25	$119,583.47	$8.00	$93,333.44	$7.60	$88,666.77	$16.00	$186,666.88	$8.50	$99,166.78	$13.15	$153,416.84	$5.85	$68,250.08	$6.25	$72,916.75	$13.80	$161,000.18
05300	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	550	SY	$10.30	$5,665.00	$15.00	$8,250.00	$15.00	$8,250.00	$8.00	$4,400.00	$20.00	$11,000.00	$11.50	$6,325.00	$14.50	$7,975.00	$6.90	$3,795.00	$6.90	$3,795.00	$15.21	$8,365.50
05200	00104	6" Graded aggregate base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1275	SY	$13.10	$16,702.50	$14.00	$17,850.00	$13.00	$16,575.00	$14.00	$17,850.00	$17.00	$21,675.00	$14.35	$18,296.25	$15.80	$19,890.00	$11.95	$15,236.25	$11.65	$15,108.75	$24.10	$30,727.50
07300	00110	Thermoplastic 6" Double Solid Stripe, White or Yellow	4075	LF	No Bid	No Bid	$1.72	$7,525.00	$1.80	$8,312.50	$6.00	$26,250.00	$2.20	$9,625.00	$2.00	$8,750.00	$3.60	$15,750.00	$1.65	$8,050.75	$1.89	$8,039.75	$1.89	$8,268.75
08400	00106	Tilt Concrete Block Material, Per County Spec 3310	1000	SY	$86.51	$86,510.00	$250.00	$250,000.00	$115.00	$115,000.00	$90.00	$90,000.00	$80.00	$80,000.00	$75.00	$75,000.00	$180.00	$180,000.00	$87.24	$87,240.00	$80.00	$80,000.00	$100.00	$100,000.00
09200	00703	18" RCP Pipe, 0'-6' depth	338	LF	$33.81	$11,157.30	$26.00	$11,960.00	$36.00	$11,880.00	$37.00	$12,210.00	$40.00	$13,200.00	$37.00	$12,210.00	$46.52	$15,021.96	$35.50	$11,715.00	$31.90	$10,527.00	$37.99	$12,536.86
09300	00402	18" RCP Side Drain MES, FDOT Index 273, 280	20	EA	$916.23	$18,324.60	$946.00	$18,920.00	$960.00	$19,000.00	$1,100.00	$22,000.00	$1,400.00	$28,000.00	$800.00	$16,000.00	$1,623.60	$32,472.00	$855.00	$17,100.00	$825.00	$16,500.00	$1,350.00	$27,000.00
13100	00101	Centipede Sod, Staked, less than 1000sy	7600	SY	$2.95	$22,010.00	$3.00	$23,400.00	$2.75	$21,450.00	$3.25	$25,350.00	$4.50	$35,100.00	$4.40	$34,320.00	No Bid	No Bid	$2.35	$18,330.00	$2.20	$17,160.00	$3.29	$25,660.00
13200	00103	Rip Rap Rubble	340	TON	$81.89	$27,842.60	$91.00	$30,940.00	$90.00	$30,600.00	$110.00	$37,400.00	$120.00	$40,800.00	$100.00	$34,000.00	$110.00	$37,400.00	$80.00	$27,200.00	$75.00	$25,500.00	$47.29	$16,078.60
		Sub Totals				No Bid		$597,072.18		$440,578.94		$492,887.77		$734,108.38		$402,896.30		No Bid		$357,634.18		$324,545.35		$545,554.76
07900	00100	MOT Based on section 07900-00100 and sub total of prices				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$10,000.00		$0.00
01100	00100	Performance and Payment Bond (Required for projects over $25,000.00)				No Bid		$11,941.44		$11,014.42		$12,087.19		$14,682.17		$8,051.93		No Bid		$4,112.79		$3,345.45		$6,550.26
		Grand Total				No Bid		$609,013.62		$451,593.36		$494,754.96		$748,790.55		$410,948.23		No Bid		$361,746.97		$337,890.80		$552,405.02
		Balance of Line (may not exceed 25% of total cost)	Qty	Units																				
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Balance of Line Total				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Additional Performance and Payment Bond				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Revised Grand Total with BOL				No Bid		$609,013.62		$451,593.36		$494,754.96		$748,790.55		$410,948.23		No Bid		$361,746.97		$337,890.80		$552,405.02

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. PD 14-15.064

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, amending the Board's action of September 24, 2015, awarding an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for General Paving and Drainage, for a term of 36 months to the following contractors, for an estimated annual amount of $3,000,000, to each contractor, which was based on the Attorney's Standard Form of Contract, to instead approve the award of an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for a term of 36 months for the estimated annual amount of $3,000,000, to each of the following contractors, and approve the General Paving and Drainage Agreement PD 14-15.064, between Escambia County and the following contractors:

Allsouth Construction Services, LLC
Chavers Construction
Gulf Atlantic Constructors, Inc.
J Miller Construction, Inc.
Midsouth Paving, Inc.
Infrastructure Specialty Services, Inc.
Panhandle Grading and Paving, Inc.
Roads, Inc., of NWF
Utility Service Co., Inc.

The recommendation to award the Contract PD 14-15.064 to the ten contractors, for an estimated annual amount of $3,000,000, went before the Board of County Commissioners on September 24, 2015, and the Contract form indicated at that time was the Attorney's Standard Form of Contract; the Contract PD 14-15.064 is not the Attorney's Standard Form of Contract; the Contract PD 14-15.064 was prepared by Kristin Hual, Assistant County Attorney, for the General Paving and Drainage Pricing Agreement (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301; Fund 352, LOST III, Cost Center 350229, Object Code 56301; Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736, Object Code 56301; and Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495, Object Codes 54612-56301).

(Continued on Page 63)

James Duncan
cn=James Duncan,
ou=Engineering, ou=Public
Works,
email=jeduncan@myesca
mbia.com, c=US
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Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Cecil Rd DRP
Project ID:
Location: District 5
Project Menager: Cooper Saunders
Date: 6/8/2016

Digitally signed by Jay Jones
DN: cn=Jay Jones, o=Engineering,
ou=Public Works,
email=Jay.Jones@myescambia.com,
c=US
Date: 2016.06.14 09:08:49 -05'00'

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

Requesting funds to pave approximately 1.01 miles of Cecil Rd from Hwy 99 to Mchaney Rd. This project will include the installation of 1.5" of SP 12.5 asphalt over Road Department prepared base, as well as installing driveways, some drainage work, shoulder work and sod. Requesting a total of $280,518.87.

Attached backup documentation _____ page (s).
RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 90 calendar days.
_____ Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				$ 280,518.87
Contract PD	XXXXXXX 14-15.064	Contractor Roads Inc		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD		Consultant		
Funds for Original Work Order				
Funds for Change Order #				
Contract PD		Contractor		
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchases		Owner		
Funds for Title Work		Company		
Contract PD		Contractor		
Funds for				
New Balance of CIP Project			$ -	$ (280,518.87)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer _____

County Engineer Signature | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\Dirt Road Paving\DRP Projects\Cecil\Funding\CecilRd.xlsx

Cecil Rd DRP		PD14-15.064 General Paving and Drainage Pricing Agreement			Roads, Inc. of NWF	
0		Valid From October 1, 2015 till September 30, 2016				
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01000-	*Insurance*					
01100-	00100	Performance Bond				
01100-	00101	Performance Bond		Per $1000	$10.00	$0.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	$1,800.00	$1,800.00
04100-	00106	3" Top Soil	5211.56	SY	$1.39	$7,244.07
04100-	00110	Final grading and seal rolling prior to paving	14331.78	SY	$0.88	$12,611.97
04100-	00114	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	5211.56	SY	$0.95	$4,950.98
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	14331.78	SY	$6.25	$89,573.63
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	400	SY	$6.90	$2,760.00
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1400	SY	$12.30	$17,220.00
07300-	00110	Thermoplastic 6" Double Solid Stripe, White or Yellow	5330	LF	$1.85	$9,860.50
07300-	00117	Thermoplastic Stop Bar	36	LF	$7.08	$254.88
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	$1,000.00	$1,000.00
08400-	00108	Tied Concrete Block Material, Per County Spec 3310	1000	SY	$80.00	$80,000.00
13100-	00101	Centipede Sod, Staked, less than 1000sy	5211.56	SY	$2.20	$11,465.43
13200-	00103	Rip Rap Rubble	400	TON	$75.00	$30,000.00
			Sub Totals			$268,741.45
07900-	00100	MOT Based on section 07900-00100 and sub total of project				$9,000.00
01100-	00100	Performance and Payment Bond (Required for projects over $25,000.00)				$2,777.41
			Grand Total			$280,518.87
		Balance of Line (may not exceed 25% of total cost)	Qty	Units		
						$0.00
		Balance of Line Total				$0.00
		Additional Performance and Payment Bond				$0.00
		Revised Grand Total with BOL				$280,518.87

Calculations correct
6/15/16

Project Name		FD14-15.064 General Paving and Drainage Pricing Agreement			Allsouth Construction Services		Chavers Construction		Gulf Atlantic Constructors		Heston Brothers		Infrastructure Specialty Services		J. Miller Construction		Midsouth Paving		Panhandle Grading & Paving		Reads, Inc. of NWF		Utility Services Company	
7		Valid From October 1, 2015 till September 30, 2016																						
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
01000-	Insurance																							
01100-	00100	Performance Bond																						
01100-	00101	Performance Bond		Per $1000	$30.00	$0.00	$20.00	$0.00	$25.00	$0.00	$25.00	$0.00	$20.00	$0.00	$20.00	$0.00	$9.00	$0.00	$11.50	$0.00	$10.00	$0.00	$12.00	$0.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	$2,475.00	$2,475.00	$2,900.00	$2,900.00	$3,000.00	$3,000.00	$2,200.00	$2,200.00	$2,000.00	$2,000.00	$2,670.00	$2,670.00	$1,850.00	$1,850.00	$3,350.00	$3,350.00	$1,800.00	$1,800.00	$2,675.00	$2,675.00
04100-	00106	0" Top Soil	5211.56	SY	$7.55	$39,347.38	$2.75	$14,331.79	$2.50	$13,028.90	$8.00	$46,904.04	$20.00	$104,231.20	$2.00	$10,423.12	$3.00	$15,634.68	$1.30	$6,775.03	$1.39	$7,244.07	$3.11	$16,207.95
04100-	00110	Final grading and seal rolling prior to paving	14331.78	SY	$1.50	$21,497.67	$1.50	$21,497.67	$2.25	$32,246.51	$1.50	$21,497.67	$3.50	$50,161.23	$1.50	$21,497.67	$6.00	$85,990.68	$0.75	$10,746.84	$0.88	$12,611.97	$2.00	$28,663.56
04100-	00134	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	5211.56	SY	$1.65	$8,599.07	$0.79	$4,117.13	$1.80	$7,817.34	$2.00	$10,423.12	$5.00	$26,057.80	$1.40	$7,296.18	$1.00	$5,211.56	$1.40	$7,296.18	$0.95	$4,950.98	$3.00	$15,634.68
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	14331.78	SY	$9.50	$136,151.91	$10.25	$146,900.75	$8.00	$114,654.24	$7.60	$108,921.53	$16.00	$229,308.48	$8.50	$121,820.13	$13.15	$188,482.91	$5.85	$83,840.81	$6.24	$89,473.80	$13.80	$197,778.56
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	400	SY	$10.30	$4,120.00	$15.00	$6,000.00	$15.00	$6,000.00	$8.00	$3,200.00	$20.00	$8,000.00	$11.50	$4,600.00	$14.50	$5,800.00	$6.50	$2,600.00	$6.90	$2,760.00	$15.21	$6,084.00
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1400	SY	$13.20	$18,480.00	$15.00	$21,000.00	$14.50	$20,300.00	$14.00	$19,600.00	$17.00	$23,800.00	$14.56	$20,384.00	$16.45	$23,030.00	$12.28	$17,192.00	$12.30	$17,220.00	$24.10	$33,740.00
07400-	00110	Thermoplastic 6" Double Solid Stripe, White or Yellow	5330	LF	No Bid	No Bid	$1.72	$9,167.60	$1.80	$10,127.00	$6.00	$31,980.00	$2.20	$11,726.00	$2.00	$10,660.00	$3.60	$19,188.00	$1.85	$9,860.50	$1.85	$9,860.50	$1.69	$10,075.70
07300-	00117	Thermoplastic Stop Bar	90	LF	$6.02	$217.80	$8.00	$268.00	$7.50	$270.00	$15.00	$540.00	$11.00	$396.00	$6.00	$288.00	$226.00	$8,208.00	$7.70	$277.20	$7.08	$254.88	$7.35	$264.60
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	$1,450.00	$1,450.00	$1,250.00	$1,250.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$800.00	$800.00	$1,800.00	$1,800.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$700.00	$700.00
08400-	00108	Tied Concrete Block Material, Per County Spec 3319	1000	SY	$96.51	$96,510.00	$250.00	$250,000.00	$115.00	$115,000.00	$90.00	$90,000.00	$80.00	$80,000.00	$75.00	$75,000.00	$180.00	$180,000.00	$87.24	$87,240.00	$80.00	$80,000.00	$100.00	$100,000.00
13100-	00101	Centipede Sod, Staked, less than 1000sy	5211.56	SY	$2.96	$15,374.18	$3.00	$15,634.68	$2.75	$14,331.79	$3.25	$16,937.57	$4.50	$23,452.02	$4.40	$22,930.86	No Bid	No Bid	$2.38	$12,247.17	$2.20	$11,465.43	$3.25	$16,937.57
13200-	00103	Rip Rap Rubble	400	TON	$81.89	$32,756.00	$91.00	$36,400.00	$80.00	$32,000.00	$110.00	$44,000.00	$120.00	$48,000.00	$100.00	$40,000.00	$110.00	$44,000.00	$80.00	$32,000.00	$75.00	$30,000.00	$47.23	$18,892.00
		Sub Totals				No Bid		$529,487.62		$374,275.76		$395,103.93		$806,832.73		$938,368.97		No Bid		$274,427.83		$258,741.45		$447,851.83
07900-	00100	MOT Based on section 07600-00100 and sub total of project				$0.00		$0.00		$0.00		$0.00		$0.00		$7,500.00		$0.00		$10,500.00		$9,000.00		$0.00
01100-	00100	Performance and Payment bond (Required for projects over $25,000.00)				No Bid		$10,588.75		$9,356.89		$9,952.80		$12,172.65		$6,917.40		No Bid		$3,278.67		$2,777.41		$5,374.22
		Grand Total				No Bid		$540,077.37		$383,632.67		$408,056.53		$820,805.38		$952,787.37		No Bid		$288,206.50		$270,518.87		$453,225.85
		Balance of Line (may not exceed 25% of total cost)	Qty	Units																				
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Balance of Line Total				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Additional Performance and Payment Bond				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Revised Grand Total with BOL				No Bid		$540,077.37		$383,632.67		$408,056.53		$820,805.38		$952,787.37		No Bid		$288,206.50		$270,518.87		$453,225.85

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. PD 14-15.064

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, amending the Board's action of September 24, 2015, awarding an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for General Paving and Drainage, for a term of 36 months to the following contractors, for an estimated annual amount of $3,000,000, to each contractor, which was based on the Attorney's Standard Form of Contract, to instead approve the award of an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for a term of 36 months for the estimated annual amount of $3,000,000, to each of the following contractors, and approve the General Paving and Drainage Agreement PD 14-15.064, between Escambia County and the following contractors:

Allsouth Construction Services, LLC
Chavers Construction
Gulf Atlantic Constructors, Inc.
J Miller Construction, Inc.
Midsouth Paving, Inc.
Infrastructure Specialty Services, Inc.
Panhandle Grading and Paving, Inc.
Roads, Inc., of NWF
Utility Service Co., Inc.

The recommendation to award the Contract PD 14-15.064 to the ten contractors, for an estimated annual amount of $3,000,000, went before the Board of County Commissioners on September 24, 2015, and the Contract form indicated at that time was the Attorney's Standard Form of Contract; the Contract PD 14-15.064 is not the Attorney's Standard Form of Contract; the Contract PD 14-15.064 was prepared by Kristin Hual, Assistant County Attorney, for the General Paving and Drainage Pricing Agreement (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301; Fund 352, LOST III, Cost Center 350229, Object Code 56301; Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736, Object Code 56301; and Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495, Object Codes 54612-56301).

(Continued on Page 63)

DIRT ROAD PAVING SCHEDULE

FY 2015-2016

DESIGN

Crary Rd (Bid Package due 6/23/2016)
McNeal Rd (Bid Package Due 7/1/2016)
Thompson Rd (Bid Package Due 7/1/2016)

CONSTRUCTION

Hicks Street (Underway)
Macks Road (Po submitted to pave)
Cecil's Road (Rd Dept Prepping. Po submitted to pave)
Morton Road (Rd Dept Prepping. Po submitted to pave)
Crary Rd (Goes to Purchasing Last week Of June)
Greenland Rd (Complete)
Becks Lake (Complete)

FY 2016-2017

DESIGN

Miller Rd
Ashcraft Road

CONSTRUCTION

OGCM
Thompson Rd (Goes to Bid September 2016)
McNeal Rd (Goes to Bid September 2016)
Miller Road**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10514 **County Administrator's Report 11. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Acceptance of a Portion of a Parcel of Property for Road Right-of-Way on Marge Lane
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Portion of a Parcel of Property for Road Right-of-Way on Marge Lane - Joy D. Blackmon, P.E, Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of a parcel of property for road right-of-way on Marge Lane from Jason L. and Catherine Shawn Flory:

A. Authorize staff to negotiate and resolve any matters related to or associated with the acceptance of the property, via donation, for road right-of-way on Marge Lane from Jason L. and Catherine Shawn Flory;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way, and the County benefits from the acceptance of the property because it facilitates the construction and maintenance of paving and drainage systems for use by the citizens of Escambia County;

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

D. Authorize 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:

Marge Lane is a county-maintained road located off of County Road 95A. The pavement extends through a parcel of property owned by Jason and Catherine Flory, and is currently being maintained by Escambia County via maintenance claim. The property owners have requested that the county accept the parcel within which the road lies. With county acceptance of this parcel, adjoining property owners will have frontage on a county-owned right-of-way.

The property owners conducted their own survey which shows the portion of Marge Lane to be Parcel "B" within Exhibit "A" of the Quit Claim Deed.

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, Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, County Staff will proceed in compliance with Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Quit Claim Deed will be recorded in the public records of Escambia County, Florida.

Attachments

Flory Deed

Map

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 7 day of January, 2016, between Jason L. Flory and Catherine Shawn Flory, husband and wife, whose address is 845 Marge Lane, Molino, Florida 32577 (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, quitclaims to Grantee, and its successors and assigns forever, all of Grantor's right, title, and interest in the following described land in Escambia County, Florida:

SEE ATTACHED EXHIBIT "A"

A part of Parcel Identification No. 03-2N-31-3000-001-005

Signed in the presence of:

GRANTORS:

Witness _____
Print Name _____

By: _____
Jason L. Flory

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of January, 2016, by Jason L. Flory. He (_) is personally known to me, or (✓) has produced current Florida Driver License as identification.

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Catherine Shawn Flory

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of January, 2016, by Catherine Shawn Flory. She (_) is personally known to me, or (✓) has produced current Florida Driver License as identification.

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the _____ day of _____, 20_____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

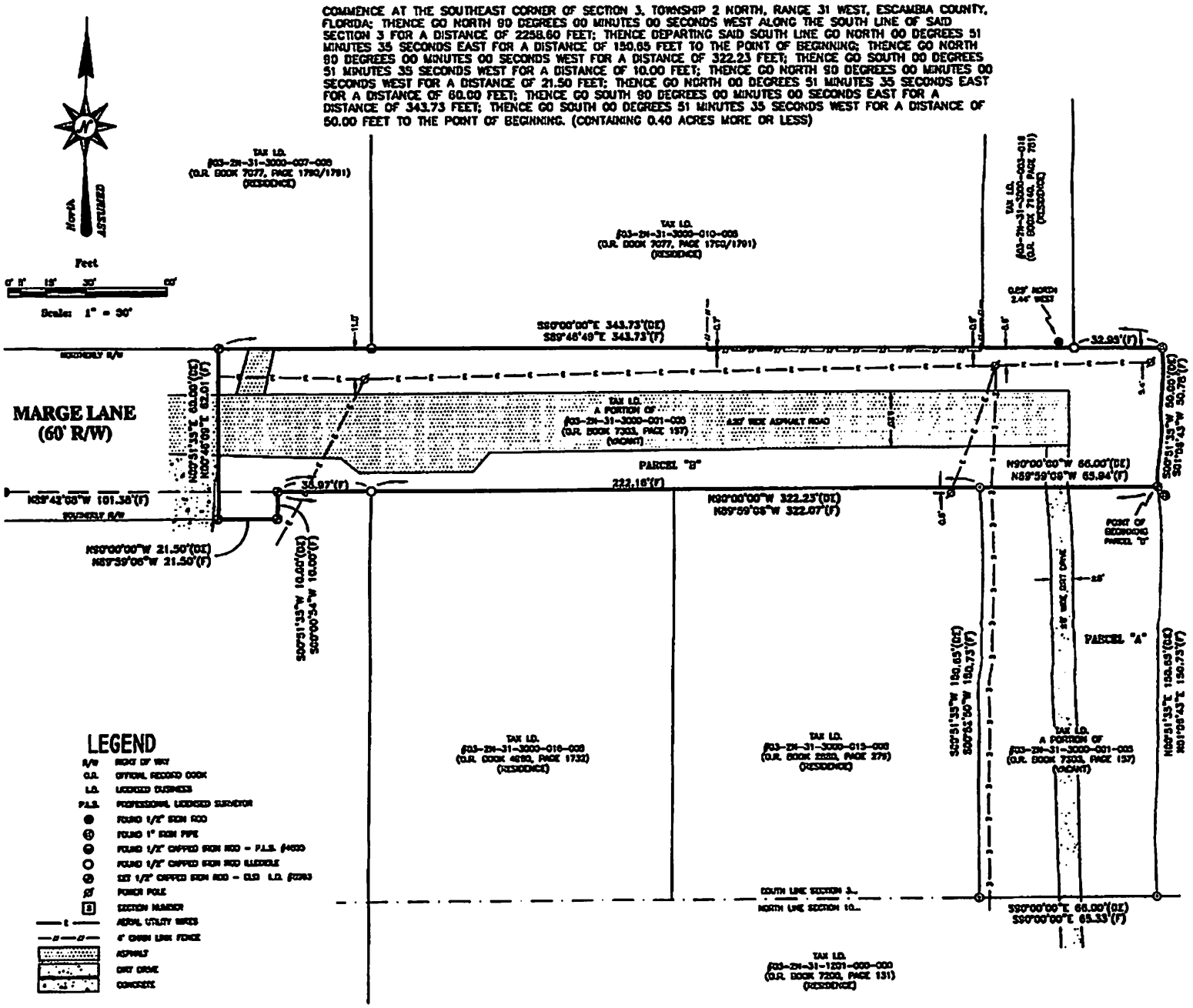
This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date June 6, 2016

Exhibit "A"

LEGAL DESCRIPTION: (PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

PARCEL "B"

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 2258.60 FEET; THENCE DEPARTING SAID SOUTH LINE GO NORTH 00 DEGREES 51 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 150.65 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 89 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 322.23 FEET; THENCE GO SOUTH 00 DEGREES 51 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 10.00 FEET; THENCE GO NORTH 89 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 21.50 FEET; THENCE GO NORTH 00 DEGREES 51 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 60.00 FEET; THENCE GO SOUTH 89 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 343.73 FEET; THENCE GO SOUTH 00 DEGREES 51 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. (CONTAINING 0.40 ACRES MORE OR LESS)



Marge Lane



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 6/22/16 DISTRICT 5

Flory Property

Donated Portion

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10504 **County Administrator's Report 11. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Pensacola Beach Fish Sign - Special Category Historic Preservation Grant
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Submit an Online Grant Application Through the Florida Division of Historical Resources for the Pensacola Beach Fish Sign - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County Administrator, or designee, to submit an online Grant Application through the Florida Division of Historical Resources for the Pensacola Beach Fish Sign.

[Funding Source: Funds for the 50% local match, in the amount of $66,725, are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140302]

BACKGROUND:

Escambia County Transportation and Traffic Operations (TTO) staff maintains and funds the utility bill for the Pensacola Beach Fish Sign just east of the CR 399 Overpass along US 98. The Pensacola Beach Sign is an iconic landmark structure pointing the way to the sugar-white sands and clear blue waters of Pensacola Beach. Sign conception was in the 1950's with parts of the sign being repaired and replaced in 2005 after Hurricane Ivan. A local Pensacola sign company, Plastic Art Signs, currently maintains, repairs and replaces sign components as directed by TTO staff.

As directed by TTO staff, Hatch Mott MacDonald (HMM) completed a field condition assessment report on the sign structure in June 2012, and a sign and sign structure condition assessment was completed in April 2016. The final report (attached herein) was submitted to TTO staff June 17, 2016. Highlighted sign structure maintenance and repair observations from the 2012 and 2016 condition assessment were cleaning/sandblasting, painting and repairing of damaged sign structure components. In general, the frame of the sign structure was in satisfactory condition with some items listed as requiring maintenance due to normal wear and tear.

However, the electronics of the sign utilize aging technology that is obsolete or is becoming obsolete, resulting in difficulty acquiring, maintaining, rebuilding or replacing these components. Based on discussion with Plastic Art Signs, the remaining service life of the sign is directly affected by the availability and longevity of the following aging components.

After discussing the service life and sign longevity with Plastic Art Signs, HMM investigated three different options for rehabilitation and/or replacement of the sign and sign structure:

· (Option 1) Repair structure and refurbish signs - $118,380
· (Option 2) Replace structure and replace signs - $570,270
· (Option 3) Replace structure and refurbish signs - $133,450

To aid in procuring the required funds for the replacement sign and sign structure, HMM recommended that Escambia County apply for an historical resources grant from the Florida Department of State – Florida Division of Historical Resources.

The Division of Historical Resources offers two grant programs - Small Matching Grant and Special Category Grant. The Small Matching Grant is specifically for small-scale projects that are expected to not exceed $50,000. The Special Category Grant is for grant awards ranging between $50,000 to $500,000, and requires a 50% match.

The application deadline for the Special Category Grant (draft application attached herein) is Friday, July 8, 2016. TTO Staff recommends Option 3, which will replace the framing structure and fully refurbish the sign at a cost of $133,450.

BUDGETARY IMPACT:

Funds for the 50% local match ($66,725) are available in Fund 167 "Bob Sikes Toll Facility"; Cost Center 140302.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon authorization by the Board, Escambia County TTO Staff will coordinate with the Florida Division of Historical Resources and submit the online grant application.

Attachments

June 2016 - PB Fish Sign Condition Report
Application - Special Category Grant

PENSACOLA BEACH SIGN CONDITION ASSESSMENT

ESCAMBIA COUNTY, FLORIDA

Prepared For:

ESCAMBIA COUNTY PUBLIC WORKS
Mr. DAVID FORTE
DIVISION MANAGER
3363 WEST PARK PLACE
PENSACOLA, FLORIDA 32505



CHAD E. LYNER LICENSE No. 66277 STATE OF FLORIDA PROFESSIONAL ENGINEER

Chad E. Lyner 06/17/2016

CHAD E. LYNER, PE
PROFESSIONAL ENGINEER
FL PE: 66277

Prepared By:

Hatch Mott MacDonald

HATCH MOTT MACDONALD
220 WEST GARGEN STREET
PENSACOLA, FLORIDA 32502

June, 2016

TABLE OF CONTENTS

Table of Contents…….....2
Section-1 Executive Summary…….. 3
Section-2 Introduction……..... 5
Section-3 Summary of 2012 Observations……... 5
Section-4 Diagnostic History of Sign's Electrical Components and Maintenance…..……... 6
Section-5 Field Observation Photos…….. 7
Section-6 General Recommendations for Structural Repairs..…….. 13
Section-7 General Recommendations for Electrical Repairs..…….. 14
Section-8 Procedure for Sign Repair..…….. 15
Section-9 Limitations for Repair Observations…..……... 15
Section-10 Options for Rehabilitation and/or Replacement of Sign…….. 16
Section-11 Conclusion..……..……... 17
Section-12 Appendix A: Existing Sign Structure Photos.....…….. 19
Section-13 Appendix B: Opinion of Probable Costs (Options 1, 2 and 3)...…….. 25
Section-14 Appendix C: 2012 Pensacola Beach Sign Report…….. 26

Section 1 – Executive Summary

The Pensacola Beach Sign is an iconic landmark structure pointing the way to sugary white sands and clear blue waters of Pensacola Beach. Sign conception was in the 1950's with parts of the sign being repaired and replaced in 2005 after Hurricane Ivan. A local Pensacola sign company, Plastic Art Signs, currently maintains, repairs and replaces sign components as required.

Hatch Mott MacDonald (HMM) completed a field condition assessment report on the sign structure in June 2012 while a sign and sign structure condition assessment was completed in April 2016. Highlighted sign structure maintenance and repair observations from the 2012 and 2016 condition assessment were cleaning/sandblasting, painting and repairing of damaged sign structure components. In general, the frame of the sign structure was in satisfactory condition with normal wear and tear maintenance items.

However, the electronics of the sign utilize aging technology that is obsolete or is becoming obsolete resulting in difficulty acquiring, maintaining, rebuilding or replacing these components. Based on discussion with Plastic Art Signs, the remaining service life of the sign is a directly affected by the availability and longevity of the following aging components:

- Neon tubing
- Electrical ballasts replacing mechanical ballasts
- (12) spare points for mechanical flasher system
- Currently installed flasher motor and the spare flasher motor

After the discussing the service life and sign longevity with Plastic Art Signs, HMM investigated three different options for rehabilitation and/or replacement of the sign and sign structure:

- (Option 1) Repair structure and refurbish signs
- (Option 2) Replace structure and replace signs
- (Option 3) Replace structure and refurbish signs

It is the belief of HMM that Escambia County should replace the signs and sign structure (Option 2) for the following reasons:

- With the limited current inventory of maintenance, repair and replacement parts, the sign operation can be maintained while procuring funding for the sign replacement, sign/sign structure design and sign fabrication is completed
- Aging internal electrical controls are obsolete and will increase in scarcity
- With the current electrical ballasts, the mechanical and electrical systems are working in agreement no observable disruption to the daily sign operation. However, compatibility can't be guaranteed with newer ballasts.
- Failure of flasher motor or back up motor would result in a catastrophic operational failure of the sign

To aid in procuring the required funds for the replacement sign and sign structure, Escambia County could apply for historical resources grant from the Florida Department of State – Florida Division of Historical Resources (http://dos.myflorida.com/historical/grants/) and (http://dos.myflorida.com/historical/grants/faqs/).

An additional source of funding procurement for the sign replacement would be to auction or sell the existing iconic signs. However, if the required sign replacement funding can be allocated by Escambia County and any received grants, the existing sign could be auctioned and the proceeds donated to local Escambia County charities. Alternatively, Escambia County could also donate the existing signs to a local museum for preservation.

Listed below is a summary for the replacement of the Pensacola Beach sign and sign structure.

(OPTION 2) (REPLACEMENT OF PENSACOLA BEACH SIGN)	
Sign Structure	Total Replacement of Sign Structure
Sign	Total Replacement of Sign
Opinion of Probable Cost	$570,270.00
Approximate Days of Construction	135 days (30 days for erection of signs and sign structure) (105 days for fabrication of sign)

Section 2 – Introduction

Escambia County has identified a need to provide maintenance to the Pensacola Beach Sign located at the intersection of Highway 98 and Pensacola Beach Boulevard. Hatch Mott MacDonald's scope of work included the following:

- One site visit to observe and document the existing structural framing, sign paneling, screws/connections and electrical components which are considered to need maintenance, repair and/or replacement.
- Opinion of probable cost for rehabilitation and/or replacement of the sign structure.

The observations were visual in nature and only at accessible areas. Included in the report contents are:

- Summary of 2012 observations
- Diagnostic history of sign's electrical components and maintenance
- Field observation photos
- General recommendations for structural repairs
- General recommendations for electrical repairs
- Procedure for sign repair
- Limitations for repair observations
- Options for rehabilitation and/or replacement of sign
- Conclusion
- Appendix A: Existing sign structure photos
- Appendix B: Opinion of probable cost (Options 1, 2 and 3)
- Appendix C: 2012 Pensacola Beach Sign Report

Section 3 – Summary of 2012 Observations

- Remove all deleterious material
- The damaged existing L2x2x3/8" horizontal angle located on the south face of the structure at approximately 5'-6" above the top of structure base plate shall be removed and replaced
- The damaged existing 5/8" diameter rod bracing (rebar) framed between the vertical sign columns between 16'-0" to 24'-0" above the top of structure base plate shall be removed and replaced with L2x2x3/8" angles
- All existing anchor bolt nuts (1 $^{1}/_{8}$" diameter anchor bolts) and washers shall be removed and replaced with new anchor bolt nuts of like kind and size
- All existing ½" x 16" x 16" base plates and base plate components (base plate, stiffeners, angles, etc.) shall be cleaned by sandblasting
- The existing sign structure, ancillary sign components welded to the sign structure and new sign structure framing shall be prepared, coated and painted
- Recommend implementing of a cathodic protection system
- Recommend implementing annual or bi-annual observation and maintenance plan

Section 4 – Diagnostic History of Sign's Electrical Components and Maintenance

The sign is composed of four individual sign panels that were all repaired or replaced in 2005 after Hurricane Ivan. The signs are composed of various lighting elements, including:

- Incandescent lamps
- Fluorescent lamps
- Neon lamps

HMM reached out to Plastic Art Signs, current contracted local sign company that completes the maintenance, repair and replacement of sign components. The goals of the discussion were to:

- Identify the maintenance work being completed on the sign
- Identify sign components with aging technology
- Identify inventory of replacement sign parts
- Discuss remaining service life of structure

The current maintenance work being completed on the sign is general in nature. The maintenance duties varied month to month and generally consisted of lamp replacement, occasional ballast replacement, and other repairs consistent with normal wear and tear. Field observations by HMM personnel did not indicate conditions that would lead to excessive maintenance issues and agreed with Plastic Art Signs' assessment.

Plastic Art Signs explained the components listed below utilize aging technology that is becoming obsolete or is obsolete:

- Neon tubing
- Mechanical driven flasher system replaced in 2004-2005
- Points on flasher system

Plastic Art Signs stated that with the aging technology, replacement sign parts are becoming more difficult to acquire, maintain, rebuild or replace. An approximate inventory of replacement parts for this aging technology is listed below:

- Custom made neon tubes (made as required)
- (1) replacement flasher motor
- Approximately (12) mechanical points for the flasher
- New electric ballasts to replace older mechanical ballasts (mechanical ballasts are obsolete)

Based on discussions with Plastic Art Signs, the remaining service life of the sign is a directly affected by the availability and longevity of the:

- Neon tubing
- Electrical ballasts replacing mechanical ballasts
- (12) spare points for mechanical flasher system
- Currently installed flasher motor and the spare flasher motor

With the increased difficulty of acquiring neon tubing, the existing electrical/mechanical system accepting the electrical ballasts for the mechanical ballasts, only (12) spare points for the mechanical flasher system and two flasher motors (one installed and one spare), the prognosis for an extended service life of the sign is limited. A failure of either flasher motor would be catastrophic to the operation of the iconic sign.

Section 5 – Field Observation Photos

HMM structural and electrical engineers visited the site on April 19, 2016 to observe the Pensacola Beach sign structure. For access to the upper sections of the structure and signage, a bucket truck was provided by Escambia County. Shown below are field observation photos identifying existing structural framing and electrical components that are in need of maintenance, repair and/or replacement. Additional photos illustrating the current condition of the sign structure have been provided in Appendix A: Existing Sign Structure Photos.



WEST ELEVATION OF EXISTING SIGN STRUCTURE



SOUTH ELEVATION OF EXISTING SIGN STRUCTURE



EAST ELEVATION OF EXISTING SIGN STRUCTURE



DISCONNECTED ELECTRICAL RACEWAY



BROKEN GROUNDING ELECTRODE CONDUCTOR

Section 6 – General Recommendations for Structural Repairs

(General recommendations for structural repairs applies to Option 1)

1. Protect existing sign and electrical components from any damage

2. Remove all deleterious material (flaking and old paint, debris, rust, etc.) from the entire existing structure by scraping, grinding or local sandblasting ensuring not to damage the existing structure or signs

3. The damaged, existing L2X2X3/8" horizontal angle located on the south face of the structure at approximately 5'-6" above the top of structure base plate ***(Refer to Bottom of Photo 6 above***) shall be removed and replaced with a new member of like kind, size, orientation, location and configuration. Connect to the existing structure with an all around ¼" fillet weld.

4. The existing L3X2X1/2" horizontal angle located on the south face of the structure at approximately 10'-9" below the top of structure ***(Refer to Photo 10 above***) has a broken connection at one end and a partially corroded connection at the other. The angle shall be removed and replaced with a new member of like kind, size, orientation, location and configuration. Connect to the existing structure with an all around ¼" fillet weld.

5. The damaged existing 5/8" diameter rod bracing (rebar) framed between the vertical sign columns between 11'-3" to 24'-6" above the top of structure base plate ***(Refer to East Elevation of Existing Sign)*** shall be removed and replaced with L2x2x3/8" angles at the same location, orientation and configuration. The new angle bracing shall be connected to the existing structure with an all around ¼" fillet weld.

    a. *Note: Configure bracing orientation to avoid existing ancillary sign components or relocate components as required.*

6. All existing anchor bolt nuts ($1\ ^{1}/_{8}$" diameter anchor bolts) and washers shall be removed and replaced with new anchor bolt nuts of like kind and size ***(Refer to Photos 2 and 3 above)***. The anchor bolts shall not be damaged during removal of the anchor bolt nuts.

7. All existing ½" x 16" x 16" base plates and base plate components (base plate, stiffeners, angles, etc.) ***(Refer to Photos 2 and 3 above)*** shall be cleaned by sandblasting local to the base plates. All areas of deleterious material shall be removed from all surfaces of the plate. A high strength non-shrink non-metallic grout shall be injected beneath all base plates to ensure all areas of delimitation and corrosion have been filled. Follow all manufacturers' installation instructions.

8. All existing bolts and fasteners that show corrosion ***(Refer to Photo 9 above)*** shall be replaced with like kind, size, location and configuration.

9. The existing sign structure, ancillary sign components welded to the sign structure and new sign structure framing shall be prepared, coated and painted per the requirements below:
    a. Surface Preparation: Remove all chalk, dust, dirt, loose and failing paint, soluble salt contaminants, and all other foreign matter by scraping, grinding or local sandblasting ensuring not to damage the existing structure or signs. All areas of loose and or failing

paint shall be cleaned in accordance with SSPC-SP 11 Power tool Cleaning to Bare Metal (minimum 1.5 mil surface profile. All areas of sound existing coatings shall be abraded by sanding or other appropriate methods. All surfaces shall be clean and dry.

b. Spot Prime: Spot prime all bare metal utilizing Tnemec Series 1 Omnithane applied at a rate to achieve 2.5 – 3.5 mils DFT.
c. Spot Intermediate: All spot primed areas shall receive a spot intermediate of Tnemec Series 135 Chembuild applied at a rate to achieve 3.0 – 5.0 mils DFT.
d. Full Intermediate: Tnemec Series 135 Chembuild applied at a rate to achieve 3.0 – 5.0 mils DFT.
e. 2nd Intermediate: Tnemec Series 73 Endura-Shield applied at a rate to achieve 3.0 – 5.0 mils DFT.
f. Finish: Tnemec Series 1071 Fluoronar applied at a rate to achieve. 2.0 – 3.0 mils DFT.

10. The Contractor shall notify the County and HMM if any of the following situations are observed during repairs:
    a. After cleaning, additional members are found with damage that have not been documented in this report.
    b. The base plate delamination exceeds ¾ of the plate thickness (3/8 in minimum base plate thickness) or extends 3” or more inward from the plate edge.

11. Recommend implementing of a cathodic protection system (Option to be completed at a future date)

12. Recommend implementing annual or bi-annual observation and maintenance plan.

Section 7 – General Recommendations for Electrical Repairs

1. Correct the broken grounding electrode conductor. This may be accomplished with an appropriately sized split bold, or by cadweld.

2. Reconnect the disconnected conduit pieces into the associated junction box and panel.

Section 8 – Procedure for Sign Repair

(Procedure for sign repair to Options 1 and 3)

As an outline for the remediation process of the existing structure, a contractor would need to complete the following components.

1. Mobilization of crews, cranes, equipment and lifts
2. De-energize power supply to the signs
3. Disconnect and remove signs from structure
4. Hauling of signs to local sign shop for removal of existing neon tubes, blast cleaning, repainting and reinstallation of existing neon tubes
5. Disconnect and place sign frame on drop clothes on the ground adjacent to sign
6. On site, the existing frame shall be blast cleaned, existing base plates shall be replaced, sections of corrosion shall be repaired and the existing frame shall be repainted.
7. Erection of refurbished steel frame and signs
8. Re-energize power supply to signs
9. Demobilization of crews, cranes, equipment and lifts

Section 9 – Limitations for Repair Observations

HMM's scope of work does not include or imply to include: material testing of structural framing, evaluation of the existing foundations, and evaluation of the existing structure design.

Section 10 – Options for Rehabilitation and/or Replacement of Sign

Repair structure and refurbish signs (Option 1)

HMM investigated the repair of the sign structure and the refurbishment of the sign. The sign and sign structure would be removed, rehabilitated and reinstalled. The refurbishment of the sign would occur in a local sign shop while the sign structure would be repaired on site. Both the sign and sign structure would be sand blasted and repainted. The existing internal workings of the sign would be reused and not be replaced. The opinion of probable costs for option 1 is ***$118,380.00*** with approximate construction duration of 69 days. Refer to Appendix B (Option 1) for an itemized breakdown of the opinion of probable costs and approximate construction duration.

Replace structure and replace signs (Option 2)

HMM investigated the complete replacement of the sign and sign structure. Due to the historical significance of the signs, the existing signs could be donated to local museums or auctioned for charity. The existing sign structure would be demolished and disposed. The new sign structures will be LED signs with electronic controls. Since efforts will be made to reuse the existing foundations, the new sign structure will match the profile and shape of the existing structure or foundations would need to be replaced. The opinion of probable costs for option 2 is ***$570,270.00*** with approximate construction duration of 135 days (30 days erection for signs and sign structure) (105 days fabrication for the new signs). Refer to Appendix B (Option 2) for an itemized breakdown of the opinion of probable costs and approximate construction duration.

Replace structure and refurbish signs (Option 3)

HMM also investigated the replacement of the existing sign structure and rehabilitation of the existing signs. This option was investigated due to the historical significance of the signs. The existing sign would be removed, rehabilitated and reinstalled. The existing frame would be removed and replaced with a new fabricated frame. Since efforts will be made to reuse the existing foundations, the new sign structure will match the profile and shape of the existing structure or foundations would need to be replaced. The opinion of probable costs for option 3 is ***$133,450.00*** with approximate construction duration of 41 days. Refer to Appendix B (Option 3) for an itemized breakdown of the opinion of probable costs and approximate construction duration.

The opinions of probable costs do not include any repair or replacement work to be completed on the existing foundations. For the purpose of this report, the foundations were considered to be adequate for the repaired or replaced structure.

Section 11 – Conclusion

The Pensacola Beach Sign points tourist to the beautiful beaches of Pensacola Florida. With sign conception in the 1950's and reconstruction in 2005 after Hurricane Ivan, the sign has been part of the Pensacola and Pensacola Beach experience for almost seven (7) decades.

In 2012, Escambia County requested HMM complete a field condition assessment of the existing sign structure. Highlighted sign structure maintenance and repairs observations from the 2012 condition assessment were cleaning/sandblasting, painting and repairing of damaged sign structure components. In 2016, Escambia County requested HMM complete a field condition assessment of the existing sign structure, sign and electrical components. Highlighted sign structure maintenance and repair observations from the 2016 condition assessment similarly matched the 2012 observations: cleaning/sandblasting, painting and repairing of damaged sign structure components. The outer sign structure was in general satisfactory condition with normal wear and tear maintenance items. However, the electronics of the sign utilize aging technology that is listed below. These components are obsolete or are becoming obsolete resulting in difficulty acquiring, maintaining, rebuilding or replacing these components.

- Custom made neon tubes (made as required)
- (1) replacement flasher motor
- Approximately (12) mechanical points for the flasher
- New electric ballasts to replace older mechanical ballasts (mechanical ballasts are obsolete)

Based on discussion with Plastic Art Signs, the remaining service life of the sign is a directly affected by the availability and longevity of the above mentioned components.

After the discussing the service life and sign longevity with Plastic Art Signs, HMM investigated three different options for rehabilitation and/or replacement of the sign and sign structure:

- (Option 1) Repair structure and refurbish signs
- (Option 2) Replace structure and replace signs
- (Option 3) Replace structure and refurbish signs

A summary of work, opinion of probable costs and approximate construction duration for each option are listed below:

- (Option 1) Repair structure and refurbish signs
    - Repair of sign structure
    - Refurbishment of the signs
    - Opinion of probable costs: $118,380.00
    - Approximate construction duration: 69 day

- (Option 2) Replace structure and replace signs
    - Replace sign structure
    - Replace signs
    - Opinion of probable costs: $570,270.00
    - Approximate construction duration: 135 days
        - 30 days erection of signs and sign structure
        - 105 days for fabrication of signs

- (Option 3) Replace structure and refurbish signs
    - Replace sign structure
    - Refurbish signs
    - Opinion of probable costs: $133, 450.00
    - Approximate construction duration: 41 days

It is the belief of HMM that Escambia County should replace the signs and sign structure (Option 2) for the following reasons:

- With the limited current inventory of maintenance, repair and replacement parts, the sign operation can be maintained while procuring funding for the sign replacement, sign/sign structure design and sign fabrication is completed
- Aging internal electrical controls are obsolete and will increase in scarcity
- With the current electrical ballasts, the mechanical and electrical systems are working in agreement no observable disruption to the daily sign operation. However, compatibility can't be guaranteed with newer ballasts
- Failure of flasher motor or back up motor would result in a catastrophic operational failure of the sign

To aid in procuring the required funds for the replacement sign and sign structure, Escambia County could apply for historical resources grant from the Florida Department of State – Florida Division of Historical Resources (http://dos.myflorida.com/historical/grants/) and (http://dos.myflorida.com/historical/grants/faqs/).

An additional source of funding procurement for the sign replacement would be to auction or sell the existing iconic signs. However, if the required sign replacement funding can be allocated by Escambia County and any received grants, the existing sign could be auctioned and the proceeds donated to local Escambia County charities. Alternatively, Escambia County could also donate the existing signs to a local museum for preservation.

Section 12 – Appendix A: Existing Sign Structure Photos



UPPER REGION: MODERATE CORROSION ON ANGLES & COLUMNS



UPPER REGION: MODERATE CORROSION AT ANGLES, COLUMNS & CONNECTIONS



UPPER REGION: MODERATE CORROSION OF FASTENERS



MIDDLE REGION: MODERATE CORROSION ON ANGLES & COLUMNS



MIDDLE REGION: MODERATE CORROSION ON SKEWED COLUMNS



MIDDLE REGION: MODERATE CORROSION & DELAMINATION ON HORIZONTAL BRACE



LOWER REGION: MODERATE CORROSION ON COLUMN, BASE PLATE & ANCHOR BOLT NUTS



LOWER REGION: MODERATE CORROSION ON COLUMN, BASE PLATE & ANCHOR BOLT NUTS



LOWER REGION: MODERATE CORROSION ON COLUMN, BASE PLATE & ANCHOR BOLT NUTS



LOWER REGION: MODERATE CORROSION & DELAMINATION ON BASE PLATE & ANCHOR BOLT NUTS

Section 13 – Appendix B: Opinion of Probable Cost (Options 1, 2 and 3)

The opinions of probable costs do not include any repair or replacement work to be completed on the existing foundations. For the purpose of this report, the foundations were considered to be adequate for the repaired or replaced structure.

Please note that HMM does not guarantee that proposals, bids, or actual costs will not vary from its' opinions of cost. HMM does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions. Therefore, any opinions rendered as to costs, including but not limited to, costs of construction and materials, shall be made on the basis on HMM's experience and represent HMM's judgment as an experienced and qualified professional.

Pensacola Beach Sign

Option 1- Repair Structure & Refurbish Signs

Component	Description	Unit $/Hour	Qty	Duration (Days)	Duration (Hours)	Total Cost
Mobilization	Mobilation Crew, Equipment	$ -	1	1		$ 3,000.00
Crane	Crane Rental, Crew	$ -	1	6		$ 10,000.00
Disconnect Electrical for Signs	Electricians, Equipment	$ 44.05	2	2	16	$ 1,409.60
Disconnect & Remove Sign	Superintendent	$ 60.00	1		24	$ 1,440.00
	Helper(s), Equipment	$ 27.95	1	3	24	$ 670.80
	Iron Worker(s), Equipment	$ 39.90	2		24	$ 1,915.20
Lift & Set Frame on Ground	Superintendent	$ 60.00	1		8	$ 480.00
	Helper(s), Equipment	$ 27.95	1	1	8	$ 223.60
	Iron Worker(s), Equipment	$ 39.90	2		8	$ 638.40
Repair Base Plates	Superintendent	$ 60.00	1		24	$ 1,440.00
	Helper(s), Equipment	$ 27.95	1	3	24	$ 670.80
	Iron Worker(s), Equipment	$ 39.90	2		24	$ 1,915.20
Repair Corroded Sections	Superintendent	$ 60.00	1		32	$ 1,920.00
	Helper(s), Equipment, Material	$ 27.95	1	4	32	$ 894.40
	Iron Worker(s), Equipment, Materia	$ 39.90	2		32	$ 2,553.60
Blast Clean Frame	Skilled Laborer(s)	$ 38.30	2	10	80	$ 6,128.00
	Equipment, Material	$ -	1			$ 5,000.00
Paint Frame	Painter(s)	$ 32.60	2	5	40	$ 2,608.00
	Equipment, Material	$ -	1			$ 1,040.00
Remove Illumination on Signs	Helper(s), Equipment	$ 27.95	2	10	80	$ 4,472.00
Blast Clean Signs	Skilled Laborer(s)	$ 38.30	2	7	56	$ 4,289.60
	Equipment, Material	$ -	2			$ 5,000.00
Paint Signs	Painter(s)	$ 32.60	2	7	56	$ 3,651.20
	Equipment, Material	$ -	2			$ 1,400.00
Reinstall Illumination on Signs	Helper(s), Equipment	$ 27.95	2	10	80	$ 4,472.00
Reinstall Electrical on Signs	Electrician(s), Equipment	$ 44.05	1	2	16	$ 704.80
Erect Signs	Superintendent	$ 60.00	1		24	$ 1,440.00
	Helper(s), Equipment, Material	$ 27.95	1	3	24	$ 670.80
	Iron Worker(s), Equipment, Materia	$ 39.90	2		24	$ 1,915.20
Reconnect electrical for signs	Electrician(s), Equipment	$ 44.05	2	2	16	$ 1,409.60
Demobilization	Demobilation Crew, Equipment		1	1		$ 3,000.00

Project Duration	**69**	**Sub-Total**	$ 76,372.80
		10% Engineering Fee	$ 7,637.28
		10% Profit	$ 7,637.28
		10% Overhead	$ 7,637.28
		25% Contingency	$ 19,093.20
		Grand Total	**$ 118,380.00**

Notes:

1. Estimate Considers Foundations are Adequate

Pensacola Beach Sign

Option 2- Replace Structure & Replace Signs

Component	Description	Unit $/Hour	Qty	Duration (Days)	Duration (Hours)	Total Cost
Mobilization	Mobilation Crew, Equipment	$ -	1	1		$ 3,000.00
Crane	Crane Rental, Crew	$ -	1	6		$ 10,000.00
Disconnect Electrical for Signs	Electricians, Equipment	$ 44.05	2	2	16	$ 1,409.60
Disconnect & Remove Sign	Superintendent	$ 60.00	1		24	$ 1,440.00
	Helper(s), Equipment	$ 27.95	1	3	24	$ 670.80
	Iron Worker(s), Equipment	$ 39.90	2		24	$ 1,915.20
Demolish Exist Frame	Superintendent	$ 60.00	1		32	$ 1,920.00
	Helper(s), Equipment	$ 27.95	1	4	32	$ 894.40
	Iron Worker(s), Equipment	$ 39.90	2		32	$ 2,553.60
New Frame	Construction, Materials, Labor		1			$ 19,500.00
Install New Frame	Superintendent	$ 60.00	1		24	$ 1,440.00
	Helper(s), Equipment	$ 27.95	1	3	24	$ 670.80
	Iron Worker(s), Equipment	$ 39.90	2		24	$ 1,915.20
Paint Frame	Painter(s)	$ 32.60	2	5	40	$ 2,608.00
	Equipment, Material	$ -	1			$ 1,040.00
New Sign	Construction, Materials, Labor		1	105		$ 297,000.00
Attach New Signs to Structure	Superintendent	$ 60.00	1		24	$ 1,440.00
	Helper(s), Equipment, Material	$ 27.95	1	3	24	$ 670.80
	Iron Worker(s), Equipment, Material	$ 39.90	2		24	$ 1,915.20
Connect Electrical	Electrician(s), Equipment	$ 44.05	2	2	16	$ 1,409.60
Demobilization	Demobilation Crew, Equipment		1	1		$ 3,000.00

Project Duration	**135**	**Sub-Total**	$ 356,413.20
		15% Engineering Fee	$ 53,461.98
		10% Profit	$ 35,641.32
		10% Overhead	$ 35,641.32
		25% Contingency	$ 89,103.30
		Grand Total	**$ 570,270.00**

Notes:

1. Estimate Considers Foundations are Adequate

Pensacola Beach Sign

Option 3- Replace Structure & Refurbish Signs

Component	Description	Unit $/Hour	Qty	Duration (Days)	Duration (Hours)	Total Cost
Mobilization	Mobilation Crew, Equipment	$ -	1	1		$ 3,000.00
Crane	Crane Rental, Crew	$ -	1	6		$ 10,000.00
Disconnect Electrical for Signs	Electricians, Equipment	$ 44.05	2	2	16	$ 1,409.60
Disconnect & Remove Sign	Superintendent	$ 60.00	1		24	$ 1,440.00
	Helper(s), Equipment	$ 27.95	1	3	24	$ 670.80
	Iron Worker(s), Equipment	$ 39.90	2		24	$ 1,915.20
Demolish Exist Frame	Superintendent	$ 60.00	1		32	$ 1,920.00
	Helper(s), Equipment	$ 27.95	1	4	32	$ 894.40
	Iron Worker(s), Equipment	$ 39.90	2		32	$ 2,553.60
New Frame	Construction, Materials, Labor		1			$ 19,500.00
Install New Frame	Superintendent	$ 60.00	1		24	$ 1,440.00
	Helper(s), Equipment	$ 27.95	1	3	24	$ 670.80
	Iron Worker(s), Equipment	$ 39.90	2		24	$ 1,915.20
Paint Frame	Painter(s)	$ 32.60	2	5	40	$ 2,608.00
	Equipment, Material	$ -	1			$ 1,040.00
Remove Illumination on Signs	Helper(s), Equipment	$ 27.95	2	10	80	$ 4,472.00
Blast Clean Signs	Skilled Laborer(s)	$ 38.30	2	7	56	$ 4,289.60
	Equipment, Material	$ -	2			$ 5,000.00
Paint Signs	Painter(s)	$ 32.60	2	7	56	$ 3,651.20
	Equipment, Material	$ -	2			$ 1,400.00
Reinstall Illumination on Signs	Helper(s), Equipment	$ 27.95	2	10	80	$ 4,472.00
Reinstall Electrical on Signs	Electrician(s), Equipment	$ 44.05	1	2	16	$ 704.80
Erect Signs	Superintendent	$ 60.00	1		24	$ 1,440.00
	Helper(s), Equipment, Material	$ 27.95	1	3	24	$ 670.80
	Iron Worker(s), Equipment, Material	$ 39.90	2		24	$ 1,915.20
Reconnect electrical for signs	Electrician(s), Equipment	$ 44.05	2	2	16	$ 1,409.60
Demobilization	Demobilation Crew, Equipment		1	1		$ 3,000.00

Project Duration	**41**	**Sub-Total**	$ 83,402.80
		15% Engineering Fee	$ 12,510.42
		10% Profit	$ 8,340.28
		10% Overhead	$ 8,340.28
		25% Contingency	$ 20,850.70
		Grand Total	**$ 133,450.00**

Notes:

1. Estimate Considers Foundations are Adequate

Section 14 – Appendix C: 2012 Pensacola Beach Sign Report

PENSACOLA BEACH SIGN CONDITION ASSESSMENT

ESCAMBIA COUNTY, FLORIDA

Prepared For:

ESCAMBIA COUNTY FACILITIES MANAGEMENT
Mr. BILL LAWING
DESIGN CONSTRUCTION ADMINISTRATION TEAM DIVISION MANAGER
100 EAST BLOUNT STREET
PENSACOLA, FLORIDA 32501



LOWRY J. DENTY
LICENSE
No. 52611
STATE OF FLORIDA
PROFESSIONAL ENGINEER

7/11/12

LOWRY J. DENTY, PE
PROFESSIONAL ENGINEER
FL PE: 52611

Prepared By:

Hatch Mott MacDonald

HATCH MOTT MACDONALD
5111 NORTH 12TH AVENUE
PENSACOLA, FLORIDA 32504

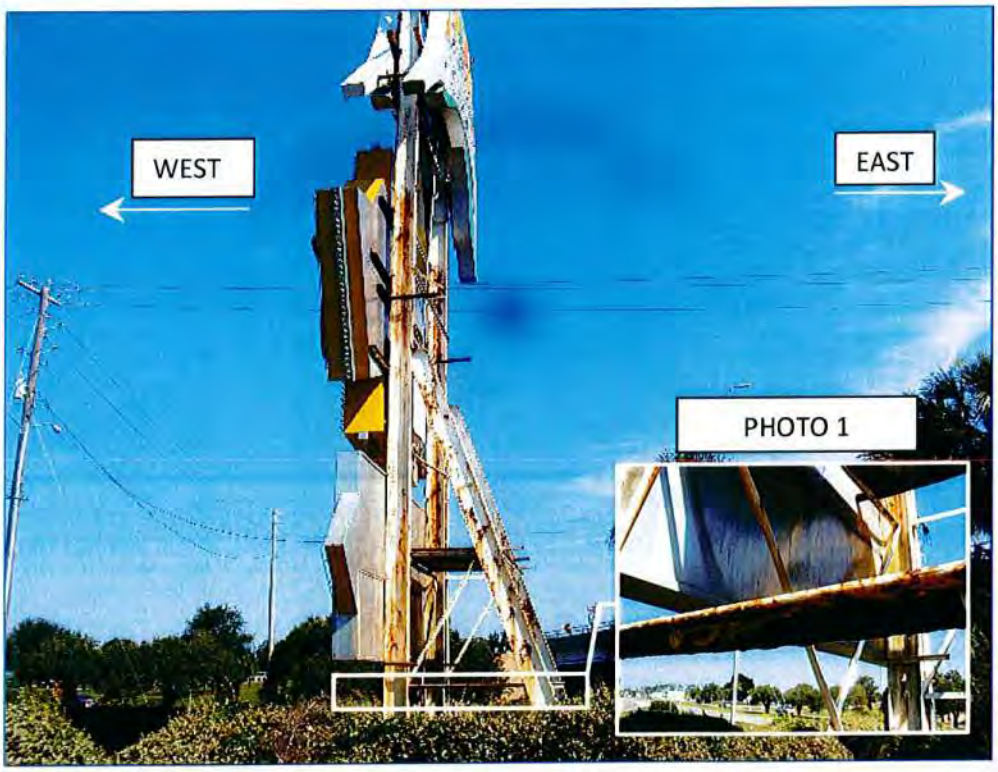
July, 2012

INTRODUCTION

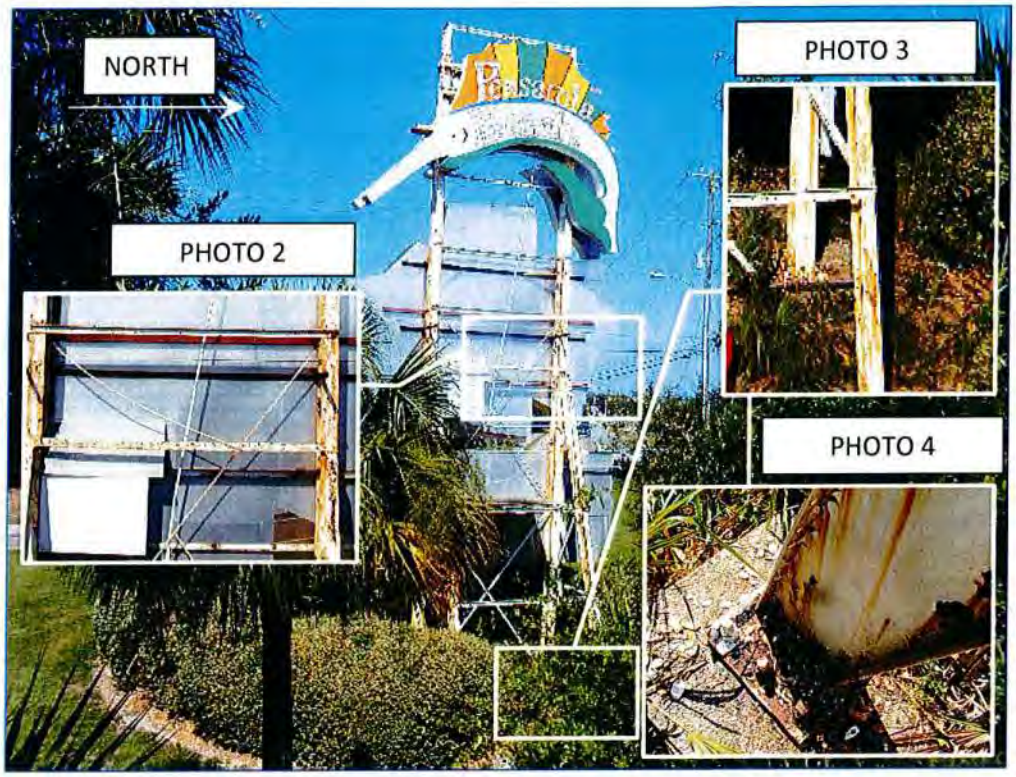
Escambia County has identified a need to provide maintenance to the Pensacola Beach Sign frame located at the intersection of Highway 98 and Pensacola Beach Boulevard. Hatch Mott MacDonald's (HMM) scope of work included one site visit to observe and document existing structural framing which is considered to need maintenance, repair and/or replacement. The observations were visual in nature and only at accessible areas. The following are HMM's findings and general recommendations for repairs.

FIELD OBSERVATION PHOTOS

HMM structural engineers visited the site on June 14, 2012 to observe the Pensacola Beach sign structure. For access to the upper sections of the structure, a bucket truck was provided by Escambia County. Shown below are field observation photos identifying existing structural framing that is in need of maintenance, repair and/or replacement. Additional photos illustrating the current condition of the sign structure have been provided in Appendix A: Existing Sign Structure Photos.



SOUTH ELEVATION OF EXISTING SIGN STRUCTURE



EAST ELEVATION OF EXISTING SIGN STRUCTURE

GENERAL RECOMMENDATIONS FOR STRUCTURAL REPAIR

1. Protect existing sign and electrical components from any damage

2. Remove all deleterious material (flaking and old paint, debris, rust, etc.) from the entire existing structure by scraping, grinding or local sandblasting ensuring not to damage the existing structure or signs

3. The damaged existing L2X2X3/8" horizontal angle located on the south face of the structure at approximately 5'-6" above the top of structure base plate ***(Refer to Photo 1***) shall be removed and replaced with a new member of like kind, size, orientation, location and configuration. Connect to the existing structure with an all around ¼" fillet weld.

4. The damaged existing 5/8" diameter rod bracing (rebar) framed between the vertical sign columns between 16'-0" to 24'-0" above the top of structure base plate ***(Refer to Photo 2)*** shall be removed and replaced with L2x2x3/8" angles at the same location, orientation and configuration. The new angle bracing shall be connected to the existing structure with an all around ¼" fillet weld.
    a. *Note: Configure bracing orientation to avoid existing ancillary sign components or relocate components as required.*

5. All existing anchor bolt nuts (1 $^{1}/_{8}$" diameter anchor bolts) and washers shall be removed and replaced with new anchor bolt nuts of like kind and size ***(Refer to Photos 3 and 4)***. The anchor bolts shall not be damaged during removal of the anchor bolt nuts.

6. All existing ½" x 16" x 16" base plates and base plate components (base plate, stiffeners, angles, etc.) ***(Refer to Photos 3 and 4)*** shall be cleaned by sandblasting local to the base plates. All areas of deleterious material shall be removed from all surfaces of the plate. A high strength non-shrink non-metallic grout shall be injected beneath all base plates to ensure all areas of delimitation and corrosion have been filled. Follow all manufacturers' installation instructions.

7. The existing sign structure, ancillary sign components welded to the sign structure and new sign structure framing shall be prepared, coated and painted per the requirements below:
    a. Surface Preparation: Remove all chalk, dust, dirt, loose and failing paint, soluble salt contaminants, and all other foreign matter by scraping, grinding or local sandblasting ensuring not to damage the existing structure or signs. All areas of loose and or failing paint shall be cleaned in accordance with SSPC-SP 11 Power tool Cleaning to Bare Metal (minimum 1.5 mil surface profile. All areas of sound existing coatings shall be abraded by sanding or other appropriate methods. All surfaces shall be clean and dry.
    b. Spot Prime: Spot prime all bare metal utilizing Tnemec Series 1 Omnithane applied at a rate to achieve 2.5 – 3.5 mils DFT.
    c. Spot Intermediate: All spot primed areas shall receive a spot intermediate of Tnemec Series 135 Chembuild applied at a rate to achieve 3.0 – 5.0 mils DFT.
    d. Full Intermediate: Tnemec Series 135 Chembuild applied at a rate to achieve 3.0 – 5.0 mils DFT.
    e. 2nd Intermediate: Tnemec Series 73 Endura-Shield applied at a rate to achieve 3.0 – 5.0 mils DFT.
    f. Finish: Tnemec Series 1071 Fluoronar applied at a rate to achieve. 2.0 – 3.0 mils DFT.

8. The Contractor shall notify the County and HMM if any of the following situations are observed during repairs:
    a. After cleaning, additional members are found with damage that has not been documented in this report.
    b. The base plate delamination exceeds ¾ of the plate thickness (3/8") or extends 3" or more inward from the plate edge.

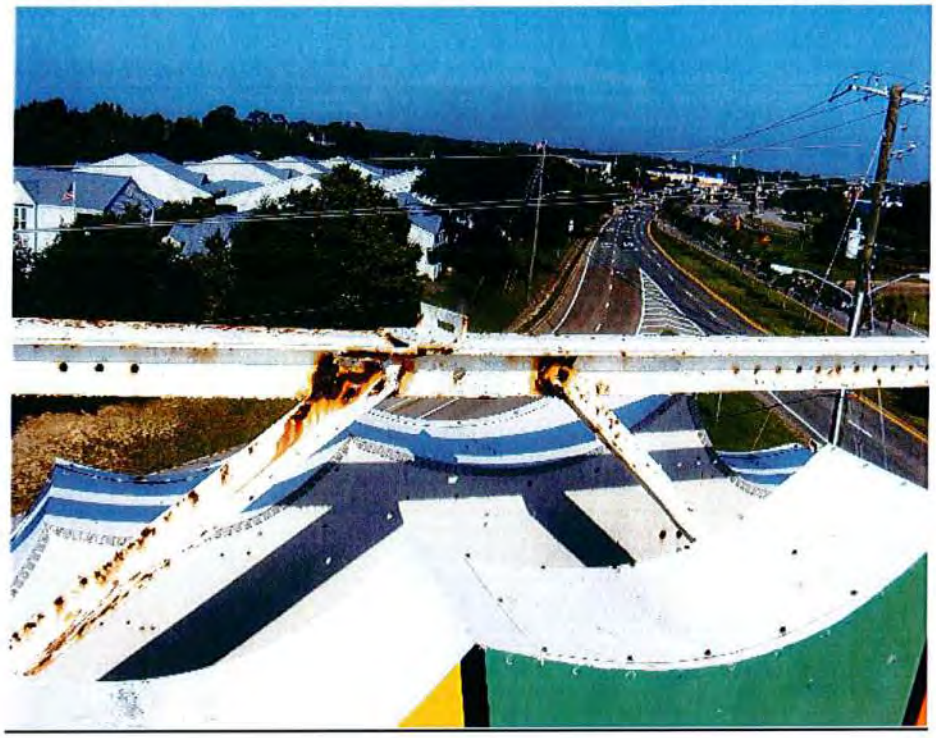
9. Recommend implementing of a cathodic protection system (Option to be completed at a future date)

10. Recommend implementing annual or bi-annual observation and maintenance plan.

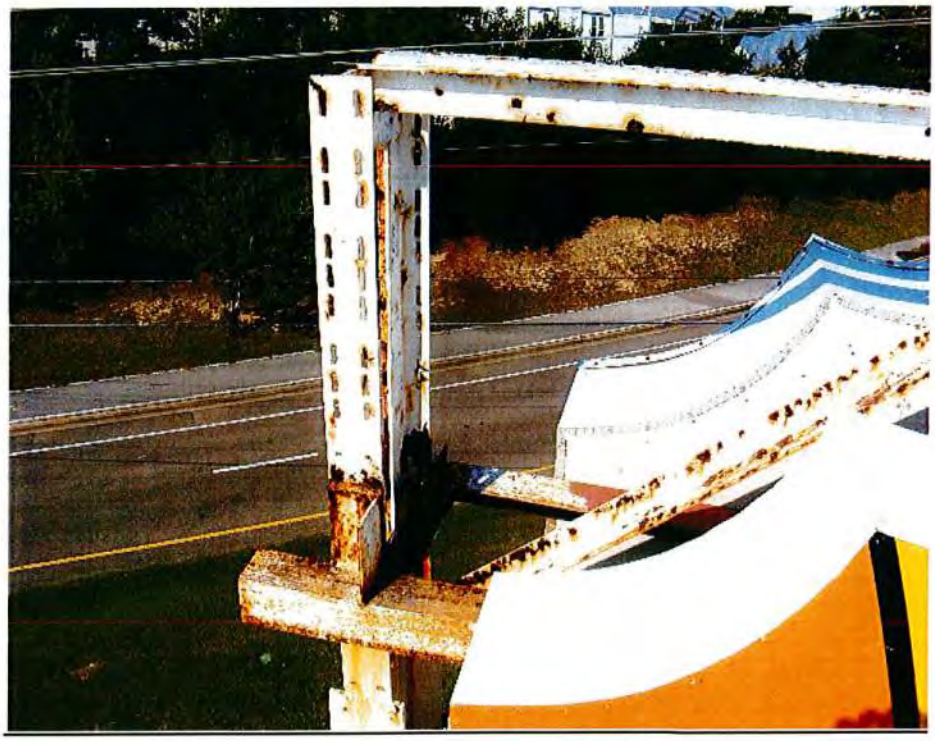
LIMITATIONS

HMM's scope of work does not include or imply to include: material testing of structural framing, evaluation of the existing foundations, and evaluation of the existing structure design.

APPENDIX A: EXISTING SIGN STRUCTURE PHOTOS



UPPER REGION: MODERATE CORROSION AT ANGLE CONNECTIONS



UPPER REGION: MODERATE CORROSION ON COLUMNS AND ANGLES



UPPER REGION: MODERATE CORROSION ON COLUMNS



MIDDLE REGION: MODERATE CORROSION ON SKEWED COLUMN



MIDDLE REGION: MODERATE CORROSION AND DELAMINATION ON HORIZONTAL BRACE



LOWER REGION: MODERATE CORROSION ON COLUMN, BASE PLATE AND ANCHOR BOLT NUTS



LOWER REGION: MODERATE CORROSION ON COLUMN, BASE PLATE AND ANCHOR BOLT NUTS



LOWER REGION: MODERATE CORROSION ON COLUMN, BASE PLATE AND ANCHOR BOLT NUTS



LOWER REGION: MODERATE CORROSION ON COLUMN, BASE PLATE AND ANCHOR BOLT NUTS



LOWER REGION: MODERATE CORROSION ON BASE PLATE AND ANCHOR BOLT NUTS

2018 Special Category Grant Application

Temporary Application #: SC18_1715
Name Organization's Chief Officer: Jack Brown
Title of Organization's Chief Officer: County Administrator
Submitted On:
Submitted By: Brown, Jr, Thomas

Application Review Overview:

Grant Applications are reviewed annually and ranked in a public meeting by the Florida Historical Commission. All grants are awarded by the Secretary of State, based on the recommendations of the Florida Historical Commission and funding appropriated by the Florida Legislature.

Special Category Grant Guidelines

For additional information regarding the grant program, the requirements of the program and definitions, please refer to the Special Category Grant Guidelines available at the Division of Historic Resources web page http://dos.myflorida.com/historical/grants/

Application Limitations:

Applicants may have no more than one (1) previously awarded Special Category Grants open at the time of application. Applications from applicants with more than one open Special Category Grant shall be declared ineligible and the grant Applicant will be notified.

An Applicant from the same organization may not submit more than one Special Category Grant application under a single application deadline. State agencies, county or city governments, or universities may submit single applications from more than one division or department during any grant cycle provided that those divisions or departments are separate and distinct budgetary units and provided that the applications do not address the same facility, project, or site.

1. Application Organization

Enter the full name of the applicant organization. Please note that there can only be one applicant organization per application. For Non-profit Organizations, provide documentation of non-profit status in Attachment I.

Escambia County Board of County Commissioners

2. Project Category

Select the project category for which grant funds are requested. If you are unsure of which category to select, please refer to the definition at the right of each project category.

Development Projects
Development activities for historic properties (e.g. buildings, monuments, structures, ships, railroad locomotives and rolling stock, etc.) including restoration, rehabilitation, preservation, reconstruction, and site-specific planning for these activities.

3. Project Title and Location Information

The title should reflect the name of the property, area, museum, or exhibit, and the goals of the proposed project. The title should be consistent with previous applications/awards. (For example, Smith House Rehabilitation, South Mill Archaeological Excavation, etc.)

a) Project Title

Pensacola Beach Sign Refurbishment

b) Name of Property (if applicable)

c) Street Address

South ramp onto CR-399

d) City

Gulf Breeze

e) Primary County

Santa Rosa

For locations without a street address, provide the USGS 7.5 Minute Quadrangle Name and the Township, Range, and Section coordinates in this section. To determine Township, Range and Section, at least one of the following is needed: property tax appraisal number or latitude/longitude coordinates for the property. For information and assistance, visit http://dos.myflorida.com/historical/preservation/master-site-file/ or contact the Florida Master Site File by phone at 850.245.6440 or 800.847.PAST.

f) USGS Quadrangle Name

Gulf Breeze, FL

g) Township

04

h) Range

3S

i) Section

29

4. Amount Requested and Match Pledged

Enter the amount of grant funds being requested and the amount of match. The maximum request amount for a single application is $500,000; the minimum request amount for a single application is $50,000.

The match requirement shall be the greater of $50,000 or 50% of the requested grant amount. Applications for projects in REDI counties and REDI communities may request a Reduction of Match Requirements.

Please note that the required match contributions must be composed of at least 25% cash, and all match must be properly documented. The applicant shall be required to document the availability of funding sufficient to complete the project if completion requires more than the amount of requested grant funding.

The amounts listed in a) and b) below must equal the totals listed for Grant Funds and Match Value under Project Budget. A detailed description of the applicant's match must be addressed and documented confirmation of match must be included. See Guidelines for documentation of match.

a) Amount of Grant Funding Requested

$66,725.00

b) Match Amount

$66,725.00

5. Payment Schedule

Select if you would like an advance payment should the project be funded. If you have questions, please contact the grants staff for more information.

No
I will not request an Advanced Disbursement

6. Rural Economic Development Initiative (REDI) Match Reduction Request:

Applicants for projects located in counties or communities that have been designated in accordance with Section 288.0656 and 288.06561 , Florida Statutes, may request a reduction of match to **10% of the requested amount.**

Am I a REDI Community?

No

7. Project Description

In the space provided below, briefly describe the scope of work for the project for which funding is requested. Indicate how you intend to use the funds requested and the required match, describing each of the major work items involved and what the end product will be. ***NOTE: Do not use this space to describe the history or historic significance of the property or properties. This information should be recorded as part of the response to Question 20, below.***

Escambia County Transportation and Traffic Operations (TTO) Staff maintains and funds the utility bill for the Pensacola Beach Fish Sign just east of the CR399 Overpass along US98. The

Pensacola Beach Fish Sign is an iconic landmark structure pointing the way to sugary white sands and clear blue waters of Pensacola Beach. Sign conception was in the 1950's with parts of the sign being repaired and replaced in 2005 after Hurricane Ivan. A local Pensacola sign company, Plastic Art Signs, currently maintains, repairs and replaces sign components as directed by TTO Staff.

As directed by TTO Staff, Hatch Mott MacDonald (HMM) completed a field condition assessment report on the sign structure in June 2012 while a sign and sign structure condition assessment was completed in April 2016. The final report (attached herein) was submitted to TTO Staff June 17, 2016. Highlighted sign structure maintenance and repair observations from the 2012 and 2016 condition assessment were cleaning/sandblasting, painting and repairing of damaged sign structure components. In general, the frame of the sign structure was in satisfactory condition with normal wear and tear maintenance items.

However, the electronics of the sign utilize aging technology that is obsolete or is becoming obsolete resulting in difficulty acquiring, maintaining, rebuilding or replacing these components. Based on discussion with Plastic Art Signs, the remaining service life of the sign is a directly affected by the availability and longevity of the following aging components.

After the discussing the service life and sign longevity with Plastic Art Signs, HMM investigated three different options for rehabilitation and/or replacement of the sign and sign structure:

• (Option 1) Repair structure and refurbish signs - $118,380 • (Option 2) Replace structure and replace signs - $570,270 • (Option 3) Replace structure and refurbish signs - $133,450

The sign is composed of four individual sign panels that were all repaired or replaced in 2005 after Hurricane Ivan. The signs are composed of various lighting elements, including: • Incandescent lamps • Fluorescent lamps • Neon lamps HMM reached out to Plastic Art Signs, current contracted local sign company that completes the maintenance, repair and replacement of sign components. The goals of the discussion were to: • Identify the maintenance work being completed on the sign • Identify sign components with aging technology • Identify inventory of replacement sign parts • Discuss remaining service life of structure

The current maintenance work being completed on the sign is general in nature. The maintenance duties varied month to month and generally consisted of lamp replacement, occasional ballast replacement, and other repairs consistent with normal wear and tear. Field observations by HMM personnel did not indicate conditions that would lead to excessive maintenance issues and agreed with Plastic Art Signs' assessment.

Plastic Art Signs explained the components listed below utilize aging technology that is becoming obsolete or is obsolete:

• Neon tubing • Mechanical driven flasher system replaced in 2004-2005 • Points on flasher system

Plastic Art Signs stated that with the aging technology, replacement sign parts are becoming more difficult to acquire, maintain, rebuild or replace. An approximate inventory of replacement parts for this aging technology is listed below:

• Custom made neon tubes (made as required) • (1) replacement flasher motor • Approximately (12) mechanical points for the flasher • New electric ballasts to replace older mechanical ballasts (mechanical ballasts are obsolete)

Based on discussions with Plastic Art Signs, the remaining service life of the sign is a directly affected by the availability and longevity of the:

• Neon tubing • Electrical ballasts replacing mechanical ballasts • (12) spare points for mechanical flasher system • Currently installed flasher motor and the spare flasher motor

With the increased difficulty of acquiring neon tubing, the existing electrical/mechanical system accepting the electrical ballasts for the mechanical ballasts, only (12) spare points for the mechanical flasher system and two flasher motors (one installed and one spare), the prognosis for an extended service life of the sign is limited. A failure of

either flasher motor would be catastrophic to the operation of the iconic sign.

Due to the historical significance of the Fish Sign and iconic landmark that it has become, TTO Staff recommends full replacement of the framing structure and full refurbishment of the fish signs.

8. Major Elements and Responsible Entities

For each of the major work items listed above, describe the **major elements** of the project and indicate the **type of entity** (.e.g., consultant, in-house personnel, volunteers, general contractor) responsible for each project element.

	Major Project Elements	Entity Type Responsible
1	Engineering Services	Contractor
2	Replace Structural Frame	Contractor
3	Refurbish Sign	Contractor

9. Tentative Project Timeline

Please specify the project start and end month and year below, indicate all major elements of the project for which funding assistance is requested (see your responses), the anticipated time required to complete each of the project elements and the planned sequence of these activities. Starting Date is the project start date. ***Projects must be completed. Projects shall begin no earlier than July 1, 2017 and must end no later than June 30, 2019.***

	Project Activity	Starting Date	Ending Date
1	Request for Design	August 2017	September 2017
2	50% Design Plans	February 2018	March 2018
3	100% Design Plans	April 2018	May 2018
4	Replacement & Refurbishment Commence	June 2018	August 2018
5	Replacement & Refurbishment Complete	August 2018	September 2018
6	Final Inspection & Closeout Report	September 2018	October 2018

10. Public Awareness

Describe project-related activities that will increase project visibility and further the objective of improving public awareness of the project's significance and the importance of preserving your property (if applicable) and other historic properties in your community. *Such activities may include but are not limited to: a series of press releases describing your preservation or exhibit project and its progress, or a public open house at the site of a major archaeological excavation.*

As previously stated, due to the historical significance of the Fish Sign and iconic landmark that it has become, TTO Staff recommends full replacement of the framing structure and full refurbishment of the fish signs. The Escambia County Board of County Commissioners reviewed and authorized TTO Staff to submit for the grant at its regularly scheduled meeting held on Thursday, July 7, 2016.

Additional public meetings/workshops will be held over the coming months to inform the public of the project, and receive public comments for incorporation into the construction.

With the structure being an iconic landmark dating back to the 1950's, the County is very sensitive to any potential removal or replacement of the sign. Knowing that the County can continue to maintain the signs for the foreseeable future, replacement of the signs is not desired at this point. However, due to the immense structural

deterioration to the framing structure, it is imperative that the framing is replaced in order to preserve the fish signs.

11. Development Projects ONLY

a) Provide the estimated total floor area (square footage) of all floors of the structure (the house or building, for example):

710 sf

b) Provide the estimated area(s) in square feet for each project element listed in the Scope of Work (floor replacement, repaint walls, reshingle roof). If an element is not measureable in square feet, provide quantities (example: replace 15 door knobs):

Demolish and replace framing structure. Replace base plates and components.

c) Will you be hiring or contracting with professional architectural or engineering services to assist with the restoration work?
NOTE: Professional architectural and engineering services are **REQUIRED** if the Scope of Work includes structural work, occupancy classification change (such as from residential to museum) and work that affects life safety (fire protection and egress).

Yes

If yes, the services must be addressed in the Project Budget. An Architectural and Engineering basic services fees calculator is available at the Florida Department of Management Services' Design Professional Fee Guidelines web site, https://fp.state.fl.us/docs/DMSAEFeeGuidedefinition.asp . A category "C" value is most appropriate for basic Architectural and Engineering services for rehabilitation projects. Any additional Architectural and Engineering services listed on the Fee Guidelines web page should be indicated separately from the basic services. Please consider using the online estimate service fees rather than providing a quote.

Provide in Attachment C: Representative photographs include both photographic (provide digital images). Include current photographs of all exterior elevations, principal interior spaces, and significant architectural features, if available, also provide historic photographs of the property.

Provide in Attachment D: Architectural project schematics or construction documents, if completed.

12. Museum Exhibit Projects ONLY

This question has been ommitted as it does not apply to the project type you have selected.

13. Archaeological Projects ONLY

This question has been ommitted as it does not apply to the project type you have selected.

14. Acquisition or Donation of Historic Properties or Archaeological Sites ONLY

This question has been ommitted as it does not apply to the project type you have selected.

15. Completed Project Activities

Provide a summary of the project-related activities completed at the time of application submittal. Such activities may include architectural studies or plans, preservation planning activities, archaeological research accomplished such as research design or previous excavation or site assessment work, or museum exhibit research and design. Should they have already been completed, your architectural project schematics or construction documents or your museum exhibit research and design schematics must be included with this application's supporting materials in **Attachment L.**

Briefly describe the Project Activities completed to date below. (Please include the value/amount expended for each and the dates of completion.)

	Activity Description	Date Completed	Cost/Value
1	Sign Condition Assessment	June 2016	$8,000.00
Totals			$8,000.00

16. Project Budget

Important: In listing the items to be paid with grant funds and matching funds, please remember:

a) The following categories of expenditures are some of the non-allowable costs for the use of grant funds or as contributions to required match, for a complete list please refer to the Special Category Grants Guidelines :

a. Expenditure for work not included in the Scope of Work.
b. Expenses incurred or obligated prior to or after the Grant Period.
c. Expenditure for work not consistent with the applicable historic preservation standards promulgated by the National Park Service, United States Department of the Interior or the Division for the types of projects indicated. Please view the Secretary of the Interior's Guidelines at http://www.nps.gov/tps/standards.htm and http://nps.gov/history/local-law/arch_stnds_0.htm for more information.
d. Expenditures for furniture and equipment, unless specifically authorized as a part of the grant project.
e. Private entertainment, food, beverages, plaques, awards, or gifts.
f. Indirect costs including overhead, non-grant related administrative costs, and general operating costs, except as allowed in Special Category Grants Guidelines.
g. Grantee operational support (i.e., organization salaries not related to grant activities, travel, supplies).
h. Vehicular circulation (drives) and parking; sidewalks, landscape features, planting, irrigation systems and site lighting (Exceptions: provision of code-required handicapped parking pad and walkway; sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site-lighting required for security).
i. Capital improvements to non-historic properties, except as approved for Museum Exhibit projects.
j. Insurance costs (Exception: costs for builder's risk, workers compensation and contractor's liability insurance.)

b) All grant and match expenditures must be incurred during the Grant Period, except as allowed in Special Category Grants Guidelines . Unless approved by the Division in writing in accordance with Special Category Grants Guidelines , costs incurred prior to the Grant Period will not be eligible for payment with grant funds or eligible to be credited as part of the applicant's matching share. No costs incurred after the Grant Period has expired will be eligible for payment with grant funds or eligible to be credited as part of the grantee's matching share.

The applicant must provide at least a 25% cash match. The applicant can also provide a match of in-kind services or volunteer labor directly involved in project work, and the value of donated materials in order to successfully complete the project.

Public funds must be identified by source: e.g. appropriated funds, Community Development Block Grant funds, etc. Major private donations, such as foundation grants, should be clearly identified. See information below for details regarding match requirements. *Applicants requesting REDI Match Reduction in question*

6 shall only be required to provide a 10% match. See question 6 for additional details. c) According to the Special Category Grants Guidelines , eligible Development activities involving religious property are limited to exterior work and interior work essential to the preservation of the property's basic structural integrity. (Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs.) Non-allowable costs include repair or restoration of interior features or finishes and other capital improvements to the interior and accessibility improvements.

d) In general, if an item or activity is not considered an allowable grant-funded expense, it will not be allowed as part of the applicant's match. See the Special Category Grants Guidelines for more information on match requirements.

e) Should you have questions regarding the eligibility for a specific activity for grant funding or contribution to match, please contact the Division's grants staff at 800.847.7278.

Project Budget

When the relationship between specific work items in the Project Budget and the objectives of the project may not be obvious, please provide clarification regarding the necessity for or contribution of those work items to the successful completion of the project.

The amounts listed in Total Grant Funds and Total Match values below must equal the totals listed in responses to Amount Requested and Match. A detailed description of the applicant's match must be addressed. Documentation of all match must be included in Attachment A).

	Work Item Description	Grant Funds	Match Value	Match Type	Sub-Total
1	Replace Structure & Refurbish Sign	$60,470.00	$60,470.00	Cash	$0.00
2	Engineering Services	$6,255.00	$6,255.00	Cash	$0.00
Totals		$66,725.00	$66,725.00		$0.00

17. Match Summary

The grand total of match amounts listed in the Match Summary below **must** equal the match total listed in responses to Question 4b. Documentation of availability and commitment of all match funds to the project must be included as Attachment A.

	Description	Match Type	Amount/Value
1	Local Funds	Cash Match	$66,725.00
Totals			$66,725.00

18. Property Ownership

Enter name of the Property Owner and choose the appropriate owner type. If Applicant is not the owner of the property, the Applicant must secure Property Owner concurrence. The Applicant shall provide a letter from the Property Owner that documents that the Applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding (Attachment M).

a) Is the Applicant the owner of the property?

No

b) Property Owner

Florida Department of Transportation

c) Type of Ownership

Governmental Agency

19. Threats to the Property

Provide a brief explanation of immediate threats to the historic property, site, or area such as proposed demolition, extensive structural damage, on-going site disturbance for archaeological sites, planned re-zoning, etc. Examples of documentation to be included are newspaper articles or public notices discussing proposed demolition of the historic site or proposed development directly impacting the site.

Deterioration of the sign frame structure. Damaged metal bracing need replacing. All anchor bolts need replacing. The aging technology makes replacement parts difficult to acquire, maintain, rebuild or replace. Examples are the custom neon tubes, flasher motor, mechanical points for the flasher and electric ballasts. The remaining service life is directly affected by the availability and longevity of the parts.

Provide in Attachment J: Documentation of threat.

20. Property or Site Significance (For All Acquisition, Development or Site-Specific Archaeological Projects)

a) For Historic Structures and Archaeological Sites, enter the Florida Master Site File (FMSF) Number (ex. 08ES1234)

Note: The applicant is responsible for ensuring that all information in the current FMSF form is complete and accurate. As part of this application, the applicant is required to complete and submit a new form; staff may determine an application to be incomplete if the form(s) submitted is(are) a copy of one(those) that is(are) already in the Site File. If a FMSF form for the property does not currently exist, the applicant is responsible for completing and filing a form and providing the required map and photograph(s). For information and assistance contact the FMSF staff at Florida Master Site File / Phone: 850.245.6440 or 800.847.7278.

Provide in Attachment E: Updated Florida Master Site File records for the project.

For Historic Property, Date of the Original Construction (mm/dd/yyyy)

1950's

For Historic Property, Date(s) and Description of Major Alterations (300 character limit)

The four individual sign panels were all repaired or replaced in 2005 due to damage from Hurricane Ivan.

Original Use of Historic Property

Guide sign to Pensacola Beach to encourage tourism

Current Use of Historic Property

Guide sign to Pensacola Beach to encourage tourism

Proposed Use of Historic Property

Guide sign to Pensacola Beach to encourage tourism

For Archaeological Sites, provide the Cultural Affiliation of the Site and Dates of Use or Occupation (300 character limit)

h) Please explain the historic significance for the property/site. Please refer to National Register of Historic Places (NRHP) criteria for eligibility and, if applicable, the NRHP nomination for the property before developing your response to this question. See the official National Register website for criteria at nps.gov/nr/publications/bulletins/nrb15/nrb15_2.htm for guidance.

The Pensacola Beach Fish Sign embodies the distinctive characteristics of a type, period, or method of construction from the 1950's.

21. Historical Designation

Indicate the type of designation currently held by the historic property or site. For properties or sites that have been listed in the National Register or are contributing properties or sites within a National Register District, please provide the date that the property, site or district was listed. Indicate each type of **Historical Designation** currently held by the project historic property or site. Select the types of designations held by checking the appropriate box and providing the associated information below.

Historical Designation

Indicate each type of **Historical Designation** currently held by the project historic property or site:

None of the Above

If you checked Individual National Register, please provide the title of listing(s):

If you checked Individual National Register, please provide the date of listing(s) (mm/dd/yyyy):

If you checked National Register District, please provide the title of listing(s):

If you checked National Register District, please provide the date of listing(s) (mm/dd/yyyy):

If you checked Individual Local Designation(s), please provide the name of the property:

If you checked Individual Local Desigation, please specify the Date of Designation (mm/dd/yyyy):

If you checked Individual Local Designation(s), please provide the Designating Entity:

If you checked Locally Designated District - Contributing Resources, please specify the name of the District

If you checked Local Designated District, please provide the Date of District Designated (mm/dd/yyyy):

If you checked Local Designated District, please provide the Designating Entity:

Local Protection

22. Indicate the level(s) of local protection currently afforded the historic property or site that is the subject of this funding request. Select the types of protections held by checking the appropriate boxes below.

Maintenance Agreement

If you checked Conservation Easement, please explain AND provide a copy of the Conservation Easement in Atachment K:

If you checked Protective/Restrictive Covenant, please explain AND provide a copy of the Protective/Restrictive Covenant in Atachment K:

If you checked Maintenance Agreement, please explain AND provide a copy of the Maintenance Agreement in Attachment K:

Contract with Plastic Art Signs

If you checked Other, please explain:

23. Annual Visitation

What is the estimated or anticipated Annual Visitation for the project property, site, or museum exhibit?

3.5 to 4 million

What is the basis of these estimate? (200 character limit)

Based on daily traffic counts obtained by the Bob Sikes Bridge Toll Plaza accessing Pensacola Beach.

24. Direct Economic Impact

Provide a brief explanation of the **Direct Economic Impact** this project will have on the surrounding community. Include any information regarding number of jobs it will provide, if known. (1,500 character limit)

This sign has been continuously erected in the community for over 60 years. With over three million visitors annually to Pensacola Beach this is their entryway to the beach. The public interest was obvious when it was temporarily taken down to repair. The loss of such a structure could greatly impact the area's vision and theme, which would in turn negatively impact the economics for the surrounding businesses and residences. The sign represents Pensacola Beach to the core.

25. Cost of Maintenance

a) What is the anticipated annual cost of maintenance of the subject Historic Property, archaeological site, etc. on completion of the project?

$3,375

b) What is the source of the funding?

Bob Sikes Bridge Toll Plaza Funds

c) How much was spent on maintenance of the subject Historic Property, archaeological site or museum exhibit last year?

$8,100

d) How much is budgeted for maintenance of the subject Historic Property, archaeological site or museum exhibit in the year following completion of the project?

$5,000

26. Benefit to Minorities and the Disabled

Briefly describe any direct benefit the project will have on minority groups and/or the disabled. Include any alterations to the site that will make the site more accessible to the public. (1,500 character limit)

27. Educational Benefits

Provide a brief description of the **educational benefits** of this project. Explain how the Project will educate the public on issues related to historic preservation, Florida history, and/or heritage preservation. (1,500 character limit)

28. Organization Information

a) Organization Name

Escambia County Board of County Commissioners

b) Address

221 Palafox Place Ste. 400

c) City

Pensacola

d) State

Florida

e) Zip

32502

f) Type of Applicant

Certified Local Government

g) Organization/Entity Years in Existence

>100

h) Name Organization's Chief Officer

Jack Brown

i) Title of Organization's Chief Officer

County Administrator

j) Chief Officer's Email Address

Jack_Brown@myescambia.com

k) Chief Officer's Phone Number

850-595-4947

l) Applicant Organization's Federal Employer ID No.

596000598

m) SAMAS No. (State Agencies ONLY)

n) Applicant Organization's Web Site

www.myescambia.com

29. Designated Project Contact

The project contact is the applicant organization's **primary contact** for the application review process. In addition to being available to answer questions from Division of Historical Resources staff regarding the proposed project and application, the project contact is usually the individual who will be administering the project, if it is funded.

Note: If the project contact changes after the application is submitted, it is the responsibility of the applicant organization to provide timely notification of such change to the Division.

a) Name

David Forte

b) Address

3363 West Park PL

c) City

Pensacola

d) State

Florida

e) Zip

32505

f) Daytime Telephone No.

850-595-3404

g) Telephone Extension:

h) Email Address

Email is the Department of State's primary source of contact. It is the responsibility of the applicant to keep this information current at all times.

dvforte@myescambia.com

30. Project Representation

Please provide the information requested regarding state legislative and congressional representation for the project location. Use the link provided for assistance in finding your legislative information. **Be careful to provide accurate and current information.**

a) State House of Representatives District Number and Name of Representative for Project Location.
(Find Information regarding Representatives)

1) House of Representatives District Number(s)

2

2) Representative Name

Mike Hill

b) State Senate District Number and State Senator for the Project Location (Find Information regarding Senators)

1) Senator District Number(s)

2

2) Senator Name

Greg Evers

c) Congressional District Number of U.S. Congressional Representative for the Project Location
(Find Information regarding Congressional Representative)

1) Congressional District Number(s)

1

2) Congressperson Name

Jeff Miller

31. Applicant Grant Experience and History

Please provide the following information regarding the applicant's previous grant assistance from the Department of State (DOS), other granting entities, and current administrative support in a) - c) below.

a) Has the applicant received previous grant assistance from the Department of State (DOS) within the past five years, or does the applicant have any open grants with DOS? Please use the DOS Grant History Online Search Tool and the Division's Grant Recipients Online Search Tool to find this information. If yes, please specify the year of the grant award, grant number, grant project name, the DOS Division that awarded the grant, the grant award amount, and its current status.

No

If yes, specify the year of the grant period, the project name, the Division that awarded the grant, the amount of the award and current status.

	Year	Grant No.	Grant Project Name	Granting Entity	Grant Amount	Open/Closed
Totals					$0.00	

b) Has the applicant received previous grant assistance from entities other than the Department of State within the past five years?

Yes

If yes, please specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status.

	Year	Grant No.	Grant Project Name	Granting Entity	Grant Amount	Open/Closed
1	2015	429670-4	CR 196 Safety Upgrades	FDOT	$1,624,000.00	Open
2	2015	429670-2	CR 99 Safety Upgrades	FDOT	$3,376,000.00	Open
3	2016	436511-2	Ferry Service Dock	Eastern Fed Lands	$978,939.00	Open
Totals					$5,978,939.00	

c) c) Please list those persons who will be directly involved with the administration of the grant should this application be successful. This should include the Project Contact listed and all other individuals who will have a role in the execution of the grant project. Please list below the individuals' names, roles or titles within the applicant organization (if applicable), percentage of work time dedicated to grant administration, and anticipated duties.

	Name	Role or Title	% of Time	Duties	Email Address	Phone
1	David Forte	Project Manager	40	Oversight	dvforte@myescambia.com	850-595-3404
2	Tommy Brown	Assistant PM	40	Compliance	trbrown@myescambia.com	850-595-0272
3	Robin Lambert	Accountant	20	Invoice Payment	rlambert@myescambia.com	850-595-3412

d) Were any of the individuals listed in c) above involved with the administration of previous grants listed in questions a) or b)?

Yes

If yes, please indicate which grant(s) and briefly describe their administrative responsibilities. Also, describe any additional grant experience they have in the space below.

All three individuals are involved in all three grants. David is the liaison between the County and the awarding agency. Tommy ensures that agreement requirements are met with regard to state and federal rules. Robin is the Account Manager for the Public Works Department and reviews and invoices for compliance with eligible pay items.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10499 **County Administrator's Report 11. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Contract Award for Smith's Fish Camp Road Replacement
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Smith's Fish Camp Road Replacement - Claudia Simmons, Purchasing Manager,Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and R B M Contracting Services, LLC, per the terms and conditions of PD 15-16.054, Smiths Fish Camp Road Replacement, in the amount of $953,417.

[Funding: Fund 112, Disaster Recovery, Cost Center 330492, Object Code 54612/56301, Project Code ESCPW10]

BACKGROUND:

The 2014 April rainstorm resulted in roadway damage and drainage issues along Smith's Fish Camp Road (North). Erosion of the County ditch caused undercutting to the roadway and a portion of the roadway to washout and filled the channel with sediment and debris. The intent of this project is to replace the roadway and bridge approaches allowing access to Smith's Fish Camp via U.S. Highway 90 and to restore the existing stream channel in the immediate upstream vicinity of the bridge to a stable and sustainable condition. This project is funded by Federal Emergency Management Agency (FEMA).

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, May 16, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Wednesday, May 25, 2016. 10 Firms were represented at that meeting. Bids were received from five contractors on Thursday, June 16, 2016. R B M Contracting Services, LLC, is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 112 Disaster Recovery, Cost Center 330492, Object Code 54612/56301, Project Code ESCPW10

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

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.

The 2014 April rainstorm resulted in roadway damage and drainage issues along Smith's Fish Camp Road (North). Erosion of the county ditch caused undercutting to the roadway and a portion of the roadway to washout and filled the channel with sediment and debris. The intent of this project is to replace the roadway and bridge approaches allowing access to Smith's Fish Camp via U.S. Highway 90 and to restore the existing stream channel in the immediate upstream vicinity of the bridge to a stable and sustainable condition. This project is funded by Federal Emergency Management Agency (FEMA).

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, May 16, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Wednesday, May 25, 2016. Ten Firms were represented at that meeting. Bids were received from five contractors on Thursday, June 16, 2016. RBM Contracting Services, LLC, is the low bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road Drainage and PO.

Attachments

Agreement PD 15-16.054

Bid Tabulation

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

R B M Contracting Services, LLC

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibits **PAGE**

Exhibit A/General Terms and Conditions 6

1. Intent of Contract Documents 6
2. Investigation and Utilities 6
3. Schedule 7
4. Progress Payments 7
5. Payments Withheld 8
6. Final Payment 9
7. Submittals and Substitutions 9
8. Daily Reports, As-Builts and Meetings 10
9. Contract Time and Time Extensions 11
10. Changes in the Work 12
11. Claims and Disputes 13
12. Other Work 14
13. Indemnification and Insurance 14
14. Compliance with Laws 16
15. Cleanup and Protections 17
16. Assignment 17
17. Permits, Licenses and Taxes 17
18. Termination for Default 17
19. Termination for Convenience and Right of Suspension 19

	Exhibits	PAGE
20.	Completion	19
21.	Warranty	20
22.	Project Layout and Control	20
23.	Tests and Inspections	21
23.	Defective Work	22
24.	Supervision and Superintendents	23
25.	Protection of Work	23
26.	Emergencies	23
27.	Use of Premises	24
28.	Safety	24
29.	Project Meetings	25
Exhibit B/Performance and Payment Bond		26
	Performance Bond	26
	Payment Bond	29
Exhibit C/Insurance and Safety		32
Exhibit D/Release and Affidavit		42
Exhibit E/Form of Contract Application for Payment		44
Exhibit F/Construction Change Order		45
Exhibit G/Payment Adjustment – Bituminous Materials		
Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:		
	[Description/Sheet No./Date]	
Exhibit I/Technical Specifications **[Description/Date]**		
Exhibit J/Supplemental Terms and Conditions		
Exhibit K/Federal Documents (if applicable)		
Exhibit L/Solicitation Documents Index		

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND R B M Contracting Services, LLC FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with R B M Contracting Services, LLC a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.054, Smiths Fish Camp Road Replacement, as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Nine Hundred Fifty-Three Thousand, Four Hundred and Seventeen Dollars

$953,417.00

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within **Two Hundred Forty (240)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **Two Hundred Seventy (270)** calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1000** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County’s Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a “punch

list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County Public Works/Engineering
3363 West Park Place
Pensacola FL 32505
Attention: Derek Fox, Project Manager

B. All correspondence with the Contractor will be addressed to the following:

R B M Contracting Services, LLC
P. O. Box 2174
Santa Rosa Beach FL, 32459
Attn: Melinda A. Smith, Managing Member

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: 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, and R B M Contracting Services, LLC signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

CONTRACTOR:
R B M Contracting Services, LLC, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all

activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being

done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise

agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor 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 anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor'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 Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or 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 fees and paralegal fees.

County and Contractor agree one percent (1%) 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.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify 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.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. 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.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 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.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to

any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer’s substantial completion inspection. From the Engineer’s list of incomplete or unsatisfactory items, a schedule for the County’s review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)

_____
(Authorized Signature)
_____ _____
Witness
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)

_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

_____

(Authorized Signature)

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

Witnesses

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES 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 on 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, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(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: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   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.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic,

cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ‘ PbX(Id-Ib) where:

Pa ‘ Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ‘ Bid unit price for Bituminous Material.

Id ‘ Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ‘ Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Smiths Fish Camp Road Replacement BID # PD 15-16.054**								
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 06/16/2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	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	Grand Total
Brown Construction of Northwest Florida Inc	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$1,146,383.03
Chavers Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$967,919.25
Panhandle Grading & Paving Inc	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$1,028,203.50
RBM Contracting Services LLC	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$953,417.00
Davis Marine Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	$1,040,520.00
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCCM, Senior Purchasing Specialist					DATE: 06/16/2016			
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate					DATE: 06/16/2016			
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate					DATE: 06/16/2016			

CAR
DATE 07/07/2016

BOCC
DATE 07/07/2016

The Purchasing Chief/Designee recommends to the BCC: To award a contract to R B M Contracting Services LLC per the Terms and Conditions of PD 15-16.054 for $953,417.00

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 @ 10:30 p.m. CDT, 06/20/2016

PRN/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10500 **County Administrator's Report 11. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Contract Award for Greenhills Road Culvert Replacement
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Greenhills Road Culvert Replacement - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and J. Miller Construction, Inc., per the terms and conditions of PD 15-16.053, Greenhills Road Culvert Replacement, in the amount of $344,974.

[Funding: Fund 112, Disaster Recovery, Cost Center 330492, Object Code 54612, Project Code ESCPW62]

BACKGROUND:

The Scope of Work for the Green Hills Road Culvert Replacement Project consists of new pipe culvert with endwalls, erosion and sediment control, removing the damaged culvert and sandbag end walls, dewatering, removal of unsuitable material, utility relocation of sanitary sewer and water main, new construction of a two lane roadway (500ft) with sidewalk, curb and gutter, ditch armoring, and other ancillary roadway items. The project is located on Greenhills Road.

The roadway culvert was damaged during the April 2014 storm event. This project is part of an overall drainage improvement plan. This is a FEMA reimbursement project.

The legal Advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, May 16, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Wednesday, May 25, 2016. Nine firms were represented in that meeting. Bids were received from seven contractors on Wednesday, June 15, 2016. J. Miller Construction, Inc. is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 112 Disaster Recovery, Cost Center 330492, Object Code 54612, Project Code ESCPW62

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

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.

The Scope of Work for the Green Hills Road Culvert Replacement Project consists of new pipe culvert with endwalls, erosion and sediment control, removing the damaged culvert and sandbag end walls, dewatering, removal of unsuitable material, utility relocation of sanitary sewer and water main, new construction of a two lane roadway (500ft) with sidewalk, curb and gutter, ditch armoring, and other ancillary roadway items. The project is located on Greenhills Road.

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IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and PO.

Attachments

Agreement PD 15-16.053

Bid Tabulation

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

J. MILLER CONSTRUCTION, INC.

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibits **PAGE**

Exhibit A/General Terms and Conditions 6

1. Intent of Contract Documents 6
2. Investigation and Utilities 6
3. Schedule 7
4. Progress Payments 7
5. Payments Withheld 8
6. Final Payment 9
7. Submittals and Substitutions 9
8. Daily Reports, As-Builts and Meetings 10
9. Contract Time and Time Extensions 11
10. Changes in the Work 12
11. Claims and Disputes 13
12. Other Work 14
13. Indemnification and Insurance 14
14. Compliance with Laws 16
15. Cleanup and Protections 17
16. Assignment 17
17. Permits, Licenses and Taxes 17
18. Termination for Default 17
19. Termination for Convenience and Right of Suspension 19

	Exhibits	PAGE
20.	Completion	19
21.	Warranty	20
22.	Project Layout and Control	20
23.	Tests and Inspections	21
23.	Defective Work	22
24.	Supervision and Superintendents	23
25.	Protection of Work	23
26.	Emergencies	23
27.	Use of Premises	24
28.	Safety	24
29.	Project Meetings	25
Exhibit B/Performance and Payment Bond		26
	Performance Bond	26
	Payment Bond	29
Exhibit C/Insurance and Safety		32
Exhibit D/Release and Affidavit		42
Exhibit E/Form of Contract Application for Payment		44
Exhibit F/Construction Change Order		45
Exhibit G/Payment Adjustment – Bituminous Materials		
Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:		
	[Description/Sheet No./Date]	
Exhibit I/Technical Specifications **[Description/Date]**		
Exhibit J/Supplemental Terms and Conditions		
Exhibit K/Federal Documents (if applicable)		
Exhibit L/Solicitation Documents Index		

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND
J. MILLER CONSTRUCTION, INC.
FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with J. Miller Construction, Inc. a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.053, Greenhills Road Culvert Replacement, as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Three Hundred Forty Four Thousand, Nine Hundred and Seventy-Four Dollars

($344,974.00)

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within **One Hundred Fifty (150)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **One Hundred Eighty (180)** calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1000** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County’s Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a “punch

list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County Public Works/Engineering
3363 West Park Place
Pensacola, FL 32505
Attention: Dwight Austin, Project Manager

B. All correspondence with the Contractor will be addressed to the following:

J. Miller Construction, Inc.
8900 Waring Road
Pensacola, FL 32534
Attn: Tom Dulaney, Project Manager

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: 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, and J. Miller Construction, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

CONTRACTOR:
J. Miller Construction, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished

by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work

for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise

agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor 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 anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor'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 Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or 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 fees and paralegal fees.

County and Contractor agree one percent (1%) 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.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify 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.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. 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.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 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.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to

any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer’s substantial completion inspection. From the Engineer’s list of incomplete or unsatisfactory items, a schedule for the County’s review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)

_____
(Authorized Signature)
_____ _____
Witness
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)

_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

_____

(Authorized Signature)

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

Witnesses

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES 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 on 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, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(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: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   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.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Greenhills Road Culvert Replacement BID # PD 15-16.053**								
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 06/15/2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	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	Grand Total
B & W Utilities Inc	Yes	Yes	N/A	Yes	Yes	Yes	No	Yes	$353,847.77
J Miller Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$344,974.00
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$523,616.46
Roberson Excavation Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$398,592.25
Site and Utility LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$349,144.25
Brown Construction of Northwest Fl Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$578,110.39
Chavers Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$401,930.50
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCCM, Senior Purchasing Specialist					DATE: 06/15/2016			
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate					DATE: 06/15/2016			
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate					DATE: 06/15/2016			

CAR **BOCC**
DATE 07/07/2016 **DATE 07/07/2016**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to J. Miller Construction, Inc. per the Terms and Conditions of PD 15-16.053 for $344,974.00.

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 @ 3:00 p.m. CDT, 06/15/2016

PRN/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10488 **County Administrator's Report 11. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Design Services for Perdido Bay Boat Ramp Project
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Design Services for Perdido Bay Boat Ramp Project - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 15-16.043, Design Services for Perdido Bay Boat Ramp Project, for Phase I, Design, for the lump sum amount of $196,004, and Optional Services in the amount of $32,047, for a Phase I total of $228,051, and Phase II, Construction Management services, not to exceed the amount of $30,309, for a total of $258,360, for Design and Construction Management Services for the Perdido Bay Boat Ramp Project. The completion of Phase II, Construction Management Services, is contingent upon funding for Phase II and funding for the construction of the Perdido Bay Boat Ramp.

[Funding: Fund 110, Other Grants & Projects, Cost Center 220812, Object Code 56301, $150,000; Fund 110, Other Grants & Projects, Cost Center 220807, Object Code 56301, $78,051]

BACKGROUND:

The Board on June 10, 2013 (CAR III) approved the purchase of three contiguous parcels of real property (totaling approximately 40 acres), located at 10836 Lillian Highway, for the higher of the two appraisals, at a value of $1,235,000, from RL REGI Florida, LLC, for a Public Boat Ramp Facility, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase of Property.

The Board on January 21, 2016 (CAR II-16) approved the Grant Agreement between the State of Florida FWC and Escambia County, FWC Agreement No. 14097, for the Perdido Bay Public Boat Launching Facility, under the Florida Boating Improvement Program, in the amount not to exceed $150,000.

Perdido Bay was designated as high priority for boat ramp access by Escambia County Marine Advisory Committee.

Requests for Letters of Interest, PD 15-16.043, Design Services for Perdido Bay Boat Ramp Project, were publicly noticed on Monday, April 11, 2016 to one hundred seven known firms. Responses were received from three firms on Wednesday, April 27, 2016. The Selection/Negotiation Committee held discussions on Monday, May 23, 2016. The Selection/Negotiation Committee ranked in the following order:

1. Hatch Mott MacDonald Florida, LLC
2. Dewberry Engineers, Inc.
3. Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying

Hatch Mott provided their initial fee proposal on June 10, 2016 in the amount of $303,286. On Wednesday, June 15, 2016 the Selection/Negotiation Committee negotiated a lump sum amount for Phase I, Design, a lump sum amount of $196,004. and Optional Services for $32,047, a Phase I total of $228,051 and a Phase II, Construction Management Services not to exceed amount of $30,309 for a combined total of $258,360, contingent upon funding for Phase II and Construction of the boat ramp facility.

BUDGETARY IMPACT:

Funding: Fund 110, Other Grants & Projects, Cost Center 220812, Object Code 56301 $150,000; Fund 110, Other Grants & Projects, Cost Center 220807, Object Code 56301 $78,051

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

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.

The Board on June 10, 2013 (CAR III) approved the purchase of three contiguous parcels of real property (totaling approximately 40 acres), located at 10836 Lillian Highway, for the higher of the two appraisals, at a value of $1,235,000, from RL REGI Florida, LLC, for a Public Boat Ramp Facility, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase of Property.

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IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Agreement with Exhibits

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Hatch Mott MacDonald Florida, LLC

PD 15-16.043, Design Services for Perdido Bay Boat Ramp Project

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of July, 2016, 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 Hatch Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (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: Hatch Mott MacDonald Florida, LLC 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 Liz Bush, Construction Manager, Public Works/Engineering. 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 15-16.043, Design Services for Perdido Bay Boat Ramp Project.

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) 15-16 for a lump sum amount for Phase I, Design, a lump sum amount of $196,004. and Optional Services for $32,047, a Phase I total of $228,051 and a Phase II, Construction not to exceed amount of $30,309.00 for a combined total of $258,360., contingent upon funding for Phase II, Construction.

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 15-16.043, Design Services for Perdido Bay Boat Ramp Project, and as represented in the Consultant's Letter of Interest response to PD 15-16.043, 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 $TBD.

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 for Phase I, Design, a lump sum amount of $196,004. and Optional Services for $32,047, a Phase I total of $228,051 and a Phase II, Construction not to exceed amount of $30,309.00 for a combined total of $258,360., contingent upon funding for Phase II, Construction. 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:

Hatch Mott MacDonald Florida, LLC
220 West Garden Street, Suite 700
Pensacola, Florida 32502

(d) Invoices to the County shall be sent to:

Liz Bush
Construction Manager
Public Works/Engineering

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 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. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

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 Hatch Mott MacDonald Florida, LLC, signing by and through its David Skipper, P.E., Vice President, duly authorized to execute same.

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

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: July 7, 2016

CONSULTANT:
Hatch Mott MacDonald Florida, LLC, a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
David Skipper, P.E., Vice President

By: _____
Secretary

Date: _____

Exhibit "A"

Hatch Mott MacDonald

220 West Garden Street, Suite 700
Pensacola, Florida 32502
T 850.484.6011 www.hatchmott.com

AAC000035 EB0000155 LB00006783 LC26000216

June 20, 2016

Mr. Paul Nobles, CPPO, CPPB, FCCM, FCN
Purchasing Coordinator
Escambia County, Florida
3363 West Park Place
Pensacola, Florida 32505

Re: **Perdido Bay Boat Ramp**
HMM Project No. 368117

Dear Mr. Nobles,

Hatch Mott MacDonald (HMM) is pleased to submit this scope proposal to provide design services for the Perdido Bay Boat Ramp. The design is related to providing boat launch/recovery facilities, vehicular access and user amenities is broken into Master Planning and Phase I Design Services. Phase I includes a two lane boat ramp with access and termination piers, navigation channel, landscaped parking, stormwater management facility, picnic area, and access road as well as obtaining all local, federal, and state permits required. Phase II includes multi-use area improvements. HMM has identified two options for the location of the boat ramp on the subject property. One location at the northerly tip of the property with direct launching into Perdido Bay and the other on the westerly edge of the property with boat ramp access into Heron Bayou/Bridge Creek. This proposal is intended to provide a complete turnkey engineering product for Phase I. This is based on our understanding of the project, the level of effort required to complete the scope of services defined below, as well as past experience with projects of similar size and scope

Based upon discussion with Escambia County, the Heron Bayou access location is the preferred option, pending gaining early consensus with the regulatory agencies on this location. Therefore, all basic services outlined below are based upon a final project design with boat ramp access into Heron Bayou. Additional services/fees associated with a final project configuration with boat ramp access directly to Perdido Bay have been included within the Optional Services portion of the project scope and fee proposal. .

PHASE I - BASIC SERVICES

TASK 1 – Project Understanding

HMM will conduct a kickoff meeting with Escambia county staff and project partners to discuss details of the project, discuss current site conditions, identify critical infrastructure and site constraints, discuss available relevant data and information from the County, discuss potential design alternatives and boat ramp operations, and confirm overall project goals and objectives. The meeting will also address project approach, deliverables, schedule, milestones, system of coordination, and project administration.

HMM will conduct a site visit and familiarize with the data available to review and assess existing conditions at the project site. Site visit will also provide reference for design guidelines to be used for determining requirement for channels, ramp and boarding float geometry, wave protection, and possible construction access routes. Information obtained from site visit will be utilized to develop design criteria for use in the preliminary engineering design

TASK 2 - Regulatory Agency Consultations

Consultant shall meet with both the Florida Department of Environmental Protection (FDEP) and the United States Army Corp of Engineers (USACE). This meeting shall be used to discuss the two potential boat ramp siting options; one with direct access to Perdido Bay and one with access into Heron Bayou/Bridge Creek. The purpose of this meeting will be to solicit input regarding the proposed project concepts, potential environmental impacts, and regulatory challenges associated with each option.

TASK 3 – Data Collection

Task 3.1 Existing Data Collection

The existing data collection program includes compilation and review of available site-specific data, previous study reports, publications, and other technical documentation related to the project. These data will be compiled, as available, from the USACE, the National Oceanic and Atmospheric Administration (NOAA), The Nature Conservancy (TNC), Universities, and other local, state and federal agencies.

The existing data on coastal processes to be collected will include, as available, winds, waves, tides, currents, longshore sediment transport, sediment budgets, geophysical/geotechnical data, and historical bathymetric and topographic data. In addition, data relating to nearshore dynamics of adjacent shorelines will be compiled and reviewed. Historic aerial photos will be collected to quantify historical shoreline and nearshore morphology. Aerial photos from public sources will be utilized as much as practical. Potential sources for historic aerial photos include USGS, NRCS, and Google Earth.

Data will be compiled and gaps in the data set required for the analysis and design will be identified and the need for a new field data collection program will be determined in coordination with Escambia County. HMM will scope new survey data collection, and provide these recommendations to Escambia County for requisition of new survey required for the preliminary design. It is assumed that the following new field data will be required to be collected. Data gaps identified outside of these data sets will be addressed under a separate scope of work.

Task 3.2 Boundary, Topographic and Bathymetric Survey

The data collection program will be developed upon completion of the existing data collection and review and will be structured to maximize the information gathered from the survey, such as overlapping any historical surveys.

Consultant shall perform a full boundary of parcels 16-2S-31-4002-000-027 and 16-2S-31-4002-000-000 along the banks of Perdido Bay in southwest Escambia County. Easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by Escambia County.

Topographic and tree surveys shall be performed only on those portions of the subject parcels necessary for the design and construction of the option with boating access to Heron Bayou. Topographic survey shall include the collection of both horizontal and vertical position data for all visible and apparent features.

Bathymetric surveys will be acquired at cross-sectional transects across the nearshore area extending approximately 1200ft from shoreline into Perdido Bay, at sections perpendicular to the likely alignment of a navigation channel, and at sections across Heron Bayou.

Task 3.3 Geotechnical Exploration

A geotechnical data collection program will be developed based on review of existing available geotechnical data and an understanding of local geology and morphology determined through the historical data collection. The new data collection program is expected to include:

Field Testing Services

The Consultant will provide the following drilling program to evaluate the subsurface conditions present in the subject areas.

a. **Boat Ramp Area:** Two (2) 10’ deep standard penetration test borings (SPT), one (1) at the edge and one (1) in the water to assess potential organic soil deposits and general ramp subgrade conditions.
b. **Dredge Channel Area:** Three (3) SPT borings to a depth of 2 feet below the proposed dredge elevation to define the material quality over the depth of cut. The cores will be sampled at every visible layer of stratification (horizon) throughout the core, or every 12 inches, whichever is less. Cores shall be appropriately stored for re-sampling if necessary. The cores shall be taken in duplicate to reduce sample collection, remobilization costs in the event there is insufficient core material for chemical analysis in triplicate and/or re-sampling.
c. **On-Site Parking:** Eleven (11) 6 foot deep SPT borings and two (2) 15 foot deep SPT borings located at the direction of the engineer.
d. **Piers, Boardwalk, and Boat Tie-Up:** Four (4) 30 foot deep SPT borings (two at each pier).
e. **Stormwater Ponds/Swales:** Four (4) 15 foot deep SPT borings.
f. **Grab Samples:** Fifteen (15) in Perdido Bay along the nearshore area in the project vicinity to quantify the sediment type and variability

Laboratory Testing Services

Laboratory soil testing will be provided to determine soil classification and to evaluate and document general material properties (e.g. moisture sensitivity, compactability, drainage characteristics, etc.). Natural water content and grain size tests are included.

The dredge channel area borings samples may require additional analysis. Any sample that contain greater than 10% fines will be subject to further chemical analysis. Analysis of each sample containing greater than 10% fines will include:

a. RCRA metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver)

b. Zinc, Copper, Nickel

c. Polycyclic Aromatic Hydrocarbons, (PAH)

d. Total Recoverable Petroleum Hydrocarbons (TRPH)

If any of the samples exceed the residential or leachability thresholds specified in Rule 62-777, F.A.C., elutriate testing may be required for the constituent(s) that exceed the threshold(s).

Engineering Services

Following the completion of the field and laboratory testing, Consultant shall provide a soils report which will include:

a. Understanding of the project information pertinent to the geotechnical exploration.
b. A summary of the activities performed during the study.
c. Site and geotechnical conditions observed at the time of the study, and the impact(s) they could have on the proposed development.
d. The soil and groundwater conditions encountered in the borings.
e. A summary of the laboratory soil test results.
f. Site preparation recommendations to include demucking requirements (if applicable), soil improvement requirements for unsuitable or unstable soils (as needed), control of groundwater during construction, and placement and compaction requirements for structural fill material.
g. Pavement design recommendations including subgrade improvement and compaction requirements, recommended pavement type (i.e. flexible asphaltic concrete or rigid concrete pavement) based on the subsurface conditions encountered and the expected traffic mix, base material recommendations (if applicable) based on the soil and groundwater conditions encountered, base compaction recommendations (if applicable), and recommended asphaltic concrete surface course and compaction requirements (if applicable). Typical pavement sections will be provided.

h. Foundation design recommendations including recommended foundation type(s), site improvement requirements for shallow foundations (if applicable), allowable design capacities, and estimated settlements. Recommendations will be presented for timber pile design for the pier.

TASK 4 – Coastal Engineering Analysis

The objective of the coastal engineering analysis is to develop an understanding of the coastal processes and morphology along the project site. This understanding will then be used as the basis for alternatives development and evaluation.

Hypotheses on the existing conditions along Perdido Bay will be identified based on review of data collected from Task 2, analysis of relevant physical data and coastal processes, and experience with similar projects. Coastal processes including waves, winds, water levels, and sediment transport will be analyzed with analytical, empirical, and numerical modeling methods. In addition to numerical models, the information and analysis in this task may be supplemented with reliable empirical and semi-empirical relationships to quantify coastal processes where appropriate. These methods may be used alone or in combination with numerical models.

- **Coastal Processes Statistics.** Statistical analysis will be used to develop design condition at the project site. Typical and extreme value statistics of winds, waves, currents, and water levels will be developed using data collected in Task 2

- **Wave Modeling.** Numerical modeling will be used to develop a nearshore wave climate. The nearshore wave results will be used to compute longshore transport along the project shoreline for use in quantifying channel sedimentation. Wave modeling will also be conducted to determine storm wave conditions which will be used in the design of the wave protection structure. Wave transformation models such as SWAN or similar will be used in the development of the wave climate. The wave model(s) should be forced by local wind, and will be able to predict wave height, period, direction and relevant transport parameters within areas of interest along Perdido Bay.

- **Longshore Sediment Transport.** Nearshore sediment transport processes (longshore transport) will be analyzed and transport rates quantified for use in computing navigation channel sedimentation rates. The sediment transport will be computed based on morphological processes identified in the review of coastal processes and are expected to include longshore sediment transport and sand wave migration.

- **Nearshore circulation.** Preliminary inspection of historical aerial photos indicates that longshore sand bars are present and may be migrating in the nearshore region in the long-shore direction in the project vicinity. Longshore sand bars may control sedimentation rates in a dredged navigation channel. Longshore bars typically indicate circulation-induced transport from tides, winds, or waves. Therefore a simple 2-D circulation model such as the USACE's Coastal Modeling System (CMS) flow model, or similar model, will be developed to simulate circulation along the project site for comparison with formation of sand bars in order to quantify bar transport mechanisms and rates, which will be used in quantification of channel sedimentation rates.

TASK 5 – Alternatives Development and Analysis

Once the coastal processes analysis is complete, a total of up to two alternatives will be developed for the boat Launch at Perdido Bay. The alternatives should address the goals established in the kickoff meeting from Task 1. Evaluation criteria will be developed and an alternatives analysis will be conducted to determine the requirements for each of the project elements. This will include an evaluation of capital cost, maintenance requirements, pros/cons, environmental impacts and construction costs. The range of alternatives for the analysis will be coordinated with Escambia County prior to detailed analysis.

Develop set of alternatives. HMM will develop two alternatives for the proposed boat ramp location. Alternatives will be developed to conceptual level layout and geometry.

Develop Evaluation Criteria HMM will develop a set of criteria on which the alternatives will be evaluated and compared. The evaluation criteria development will be coordinated with Escambia County. Alternative evaluation criteria may include, but are not limited to, items including: boat ramp downtime due to wave action requirements for safe navigation and boat loading, navigation channel dredging quantity, navigation channel maintenance (sedimentation), dredged material disposal (both capital and maintenance), wave protection structure performance, boat ramp, boarding floats and site accessibility.

Evaluate Alternatives HMM will evaluate the two alternatives against the evaluation criteria developed with Escambia County. Alternatives' performance will be quantified using analytical and/or empirical methods. HMM will provide recommendations on the best performing alternatives.

TASK 6 – Coordination Meeting with Escambia County

Consultant shall meet with Escambia County representatives to discuss the current conditions at the site, review the initial plan for development of the site (Option 1 & 2), discuss findings of the alternatives analysis and results regulatory agency consultations, select a preferred alternative, review the available budget for construction, and refine the proposed design to reflect current site conditions and construction budget.

TASK 7 - Master Plan Exhibit Preparation

Consultant shall prepare a planning level drawing showing both the Phase I and Phase II conceptual improvements for the preferred alternative based upon the data gathered/developed in Tasks 1 thru 5 above.

TASK 8 – 50% Design

A preliminary design (50% design level) will be developed. The preliminarily design will include cross-section and plan view drawings, estimated quantities, and an opinion of probable cost. The preliminary design consists of performing an analysis of the preferred alternatives to assure that the alignment, structure layout, structure geometry, and structure materials are adequate for design life. The Provider will also identify the likely construction method or methods, construction sequence, and timeline which will be used in the development of the regulatory permit application(s).

This work will consist of evaluating and optimizing possible construction materials, construction methods, and configuration of the project elements for the purpose of providing baseline information for developing permit application documents and for estimating construction costs. Engineering analysis and computations will be conducted to develop and refine cross-sectional and plan view geometric requirements of each project element. The results of previous work tasks will be used as the basis for performing the preliminary engineering design. The preliminary design includes the following:

- Optimize modifications to existing upland facilities with required traffic flow for efficient launching and retrieving at new ramp
- Develop details for 2 picnic pavilions, 1 portable toilet enclosure, 1 boat ramp, 2 timber piers adjacent to boat ramp and 1 sign and 1 information kiosk
- Develop type, size and layout for the handling float including piles and float material type
- Develop concrete ramp and float details
- Develop dredging and excavation requirements including typical channel geometry, volumes, and dredged material disposal site
- Develop a quantity and construction cost estimate for each project element
- Review construction requirements for all proposed structures to develop understanding of project requirements for development of permit application project description
- Preliminary design level drawings for the project elements

TASK 9 – Final Design

The purpose of this task is to develop final (100%, Bid Level) design documents for the project. Final design and technical/performance specifications will be developed for all elements defined as part of the 50% submittal. Escambia County, and HMM internal QA/QC preliminary engineering design, drawing and specification review comments are to be incorporated into the final engineering design development work. As part of this task an opinion of probable costs is to be developed.

TASK 10 - Permitting Assistance

The following is a general scope of work needed to obtain local, state and federal authorizations for the Perdido Bay Boat Ramp Project. The project includes a new two lane boat ramp with access and termination piers, landscaped parking, stormwater management facility, picnic area, and access road. The proposed project will require a development order from Escambia County as well as regulatory permits from both the Florida Department of Environmental Protection (DEP) and Department of the Army Corps of Engineers (Corps) and a may require a proprietary authorization from DEP. Both the Corps and DEP will process the application autonomously so the following describes the needs for each agency and process separately. It is assumed that the project will not include any underground utilities (i.e. water, sanitary sewer) and hence permitting of such facilities with Emerald Coast Utilities Authority and/or FDEP is not required.

Escambia County Development Review

The task shall include securing a development order for the boat ramp project through the Escambia County development review process. Included in this task shall be preparation of initial submittal package and application, response to reviewer evaluative comments and preparation and submittal of a final comparison review package.

Cultural Resources Survey

This task involves the performance of a Phase I Cultural Resource Survey. The survey will include a background search for previously recorded archeological sites, historic structures, and cultural resources studies in the project area. The survey will also include subsurface shovel tests excavated at standard sizes and intervals according to the requirements established by the Florida Division of Historical Resources (DHR). Soil removed from tests well be screened through one-quarter inch mesh wire. All excavations will be backfilled. Artifacts recovered will be identified and analyzed according to their place in Florida history and prehistory. Any archeological sites or historic standing structures discovered will be properly recorded and evaluated based on state guidelines. Maps of excavations and site locations will be completed. A cultural resource document of findings will be prepared and sent to the client and DHR. Communications with the clients and the government will be maintained to best assure project completion in a timely manner.

Florida Department of Environmental Protection

In support of the application DEP will require;

1. A detailed statement describing existing and proposed activities on the uplands and over State Lands.
2. List and show any resources which may be present within and around the project area.
3. A site design which meets the Department's avoidance and minimization criteria.
4. Engineered signed and sealed drawings.
5. Bathymetry referencing MLW around the proposed boat ramp and out to navigation channel.

Proprietary Authorization (Lease) – The facility is not presently covered by any existing sovereign submerged land lease. The proposed improvements may require the issuance of a sovereign submerged land lease. This will require:

1. Proof of sufficient upland interest.
2. Lease Survey: DEP may require a boundary survey and legal description of the area preempted by the proposed boat ramp, access and termination piers and/or the navigation channel.

Corps of Engineers

The proposed boat ramp will require an individual permit pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344) and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. §403). The same Environmental Resource Permit Application submitted to DEP will be sent to the Corps requesting authorization for the Boat Ramp project.

The following is a brief outline of the Corps process:

1. Prepare and submit the application.
2. Corps will review the application and may request additional information. Information typically required to complete an application may include, but is not limited to the following:
    a. Plan and profile drawings depicting the proposed activity
    b. Overlay plan view drawings onto the latest NOAA nautical charts
    c. Depict proximity to, and include on all drawings, the location of the entrance channel in respect to known occurrences of commercial fishing/trawling grounds, military restricted/testing areas, National Park Service Boundaries, marine parks, marine preserves, marine sanctuaries, commercial anchorage/fleeting areas, transmission crossing (oil, gas, electricity), dredge material disposal areas, historical or archeological resources, etc.
    d. General description of the geology of the site (Site specific geotechnical information will not be required).
    e. Description of project objectives
    f. Adaptive Management Plan
    g. Biological Evaluation in accordance with 50 CFR 402.12 and 402.14
3. The complete application will allow coordination with NOAA Protected Resource Division (PRD).
4. The NOAA PRD coordination may result in a request for additional information
5. After completion of the NOAA PRD coordination the Corps will publish a public notice. The public notice along with a copy of the permit drawings and a description of the project will be mailed out to the adjacent property owners, the applicant, and consultant. All other interested parties have to access pending public notices from the website.
6. Comments received from the public notice may result in a request for additional information.
7. If after the process describe above the Cops determines the proposed activity is consistent with their guidelines and all adverse comments received from agency coordination are addressed the Corps will be begin to draft the Environmental Assessment and Statement of Findings (EASOF). We will assist the Corps in drafting the EASOF.

TASK 11 - Public Involvement and Community Outreach

Consultant shall attend one public involvement meeting at a scheduled Marine Advisory Committee board meeting. The meeting shall be held following the 50% submittal, with the purpose of presenting the public with the final improvements to be constructed. This meeting will be coordinated and scheduled with the Escambia County Marine Advisory Committee.

PHASE I - OPTIONAL SERVICES

TASK 12 – Additional Survey for Boat Ramp Access Directly to Perdido Bay

Consultant shall perform additional topographic, tree survey across the remaining portions of the subject property for design of upland features as well as additional bathymetric survey at cross-sectional transects across the nearshore area extending approximately 1200ft from shoreline into Perdido Bay.

TASK 13 – Additional Geotechnical Exploration for Wave Protection Structure

Consultant shall perform additional geotechnical exploration necessary for design of a wave protection structure. These services shall include performing up to five (5) 30 foot deep SPT borings to determine sediment bearing capacity and expected structure settlement and subsidence.

TASK 14 – Additional Coastal Engineering Design for Wave Protection Structure

Consultant shall perform additional coastal engineering analysis and design associated with a water protection structure. This design hall include wave protection structure layout, construction material, and geometry (height, crest width, etc.)

TASK 15 – Sediment Analysis

If the geotechnical samples confirm the dredge area to contain 10% or more fine sediment defined as fitting through a unit 200 sieve (no further analysis is required for samples containing less than 10% fine sediment) further chemical analysis will be required.

Samples from each dredge area meeting the criteria above will be sampled. Two sediments samples from the sample site will be analyzed with the third for subsequent analyses if the results from the first two samples are below standards or upon the Department's request to analyze the archived samples.

If any of the chemical analysis test results reveal contaminated sediments (exceeding thresholds in Rule 62-777, F.A.C.), elutriate testing may be required for the constituent(s) that exceed the threshold(s).

Further TCLP sampling and analysis may be required depending on the designated recipient site for the dredged material. This will not be known until the results of the chemical analysis are provided.

For the purposes of this scope, and considering the water quality history of Perdido Bay, 15 chemical analysis tests and 4 elutriate tests have been assumed. It should be understood, that this number of tests

are assumed only to establish an allowance for such testing. The actual number of tests which may be required will depend upon the sediment samples and may be greater or less than the numbers assumed.

PHASE II SERVICES

TASK 16 – Bidding Assistance

As part of this task HMM is to develop a Bid set which is to be used by Escambia County to request proposals from qualified contractors to perform the project work. The bid set is to include a request for proposal, bid schedule, general/special conditions, final design drawings and specifications, and supporting documentation such as site topographical survey and geotechnical reports.

- Attend the pre-bid meeting with Escambia County personnel and potential construction contractors to discuss project details and issues regarding the work to be completed, and perform a site visit with the contractors at the pre-bid meeting date to familiarize them with the project site.
- Review and respond to contractor pre-bid RFI requests.
- Support Escambia County in the review and evaluation of contractor submittals for the project, as part of Escambia County's submittal ranking and bid selection and award process.

TASK 17 – Construction Administration

Upon completion of final engineering design and bidding, HMM will provide construction administration on-site and off-site support services for the duration of the project work as defined herein.

Services to be provided under this task include;

- Attend the pre-construction meeting with Escambia County personnel and the selected construction contractor(s) to discuss project expectations and details, as well as mobilization, perform a site visit with the contractor, identify personnel contacts and responsibilities, and coordinate terminal access/work/safety procedures.
- Review and respond to contractor pre-construction submittals.
- Review and respond to contractor RFI requests.
- Review and respond to contractor technical construction submittals.
- Perform a review of the construction work to assist Escambia County in the development of a punch list (of items to be completed/repaired prior to notice of final completion) upon contractor notice of substantial completion.
- Provide periodic onsite (Average 2 site visits per month for an estimated 1 months) engineering support to review progress of construction work. Onsite visits are to be coordinated with the initiation of major work elements of the project to the extents possible. A written report will be provided with each visit.
- Review and approve contractor pay application requests.
- Provide as-built drawings based upon red line drawings provided by the contractor. No as-built survey or resident engineering services are included in this scope.

Exhibit "B"

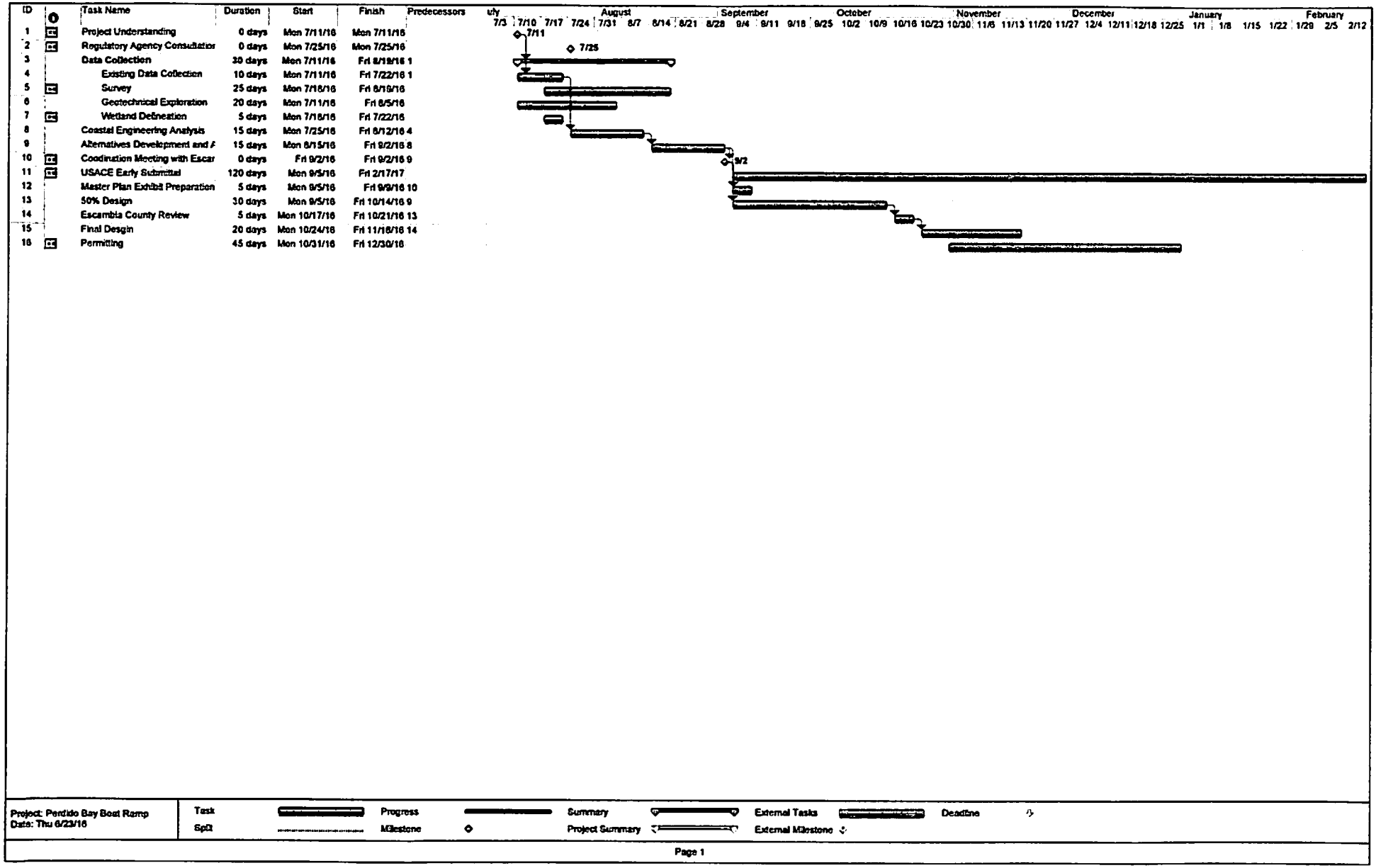

ID
Task Name
Duration
Start
Finish
Predecessors
1 Project Understanding 0 days Mon 7/11/16 Mon 7/11/16
2 Regulatory Agency Consultation 0 days Mon 7/25/16 Mon 7/25/16
3 Data Collection 30 days Mon 7/11/16 Fri 8/19/16 1
4 Existing Data Collection 10 days Mon 7/11/16 Fri 7/22/16 1
5 Survey 25 days Mon 7/18/16 Fri 8/19/16
6 Geotechnical Exploration 20 days Mon 7/11/16 Fri 8/5/16
7 Wetland Delineation 5 days Mon 7/18/16 Fri 7/22/16
8 Coastal Engineering Analysis 15 days Mon 7/25/16 Fri 8/12/16 4
9 Alternatives Development and A 15 days Mon 8/15/16 Fri 9/2/16 8
10 Coodination Meeting with Escar 0 days Fri 9/2/16 Fri 9/2/16 9
11 USACE Early Submittal 120 days Mon 9/5/16 Fri 2/17/17
12 Master Plan Exhibit Preparation 5 days Mon 9/5/16 Fri 9/9/16 10
13 50% Design 30 days Mon 9/5/16 Fri 10/14/16 9
14 Escambia County Review 5 days Mon 10/17/16 Fri 10/21/16 13
15 Final Desgin 20 days Mon 10/24/16 Fri 11/18/16 14
16 Permitting 45 days Mon 10/31/16 Fri 12/30/16
July
August
September
October
November
December
January
February
7/3 7/10 7/17 7/24 7/31 8/7 8/14 8/21 8/28 9/4 9/11 9/18 9/25 10/2 10/9 10/16 10/23 10/30 11/6 11/13 11/20 11/27 12/4 12/11 12/18 12/25 1/1 1/8 1/15 1/22 1/29 2/5 2/12
7/11
7/25
9/2
Project: Perdido Bay Boat Ramp
Date: Thu 6/23/16
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

Exhibit "C"

Hatch Mott MacDonald - Labor Fee (Consultant / Prime)

SUB-CONSULTANTS (Lump Sum)

Hatch Mott MacDonald

Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer I/EIV	Engineer II/III	Designer III	Designer II/IV	Administrative Assistant IV	Principal Project Manager	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Scientist	Larry M. Jacobs & Assoc.	Central Archaeology	Sediment Sample Chemical Analysis (Ea.)	Sediment Sample Elutriate Testing (Ea.)	Fees
		$ 181.00	$ 117.00	$ 95.00	$ 78.00	$ 73.00	$ 105.00	$ 44.00	$ 220.00	$ 132.00	$ 89.00	$ 134.00				$ 900.00	$ 784.00	
	PHASE I - BASIC SERVICES																	
Task 1 - Project Understanding																		
	Project Scope and Fee Meeting	2																$ 362
	Project Kickoff Meeting	10	4															$ 2,278
	Site Visit	12	6															$ 2,874
	Subtotal Hours =	24	10	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	-	-	Subtotal Labor Fee = $ 5,514
Task 2 - Regulatory Agency Consultations																		
	Meeting with FDEP	4	2		2													$ 1,114
	Meeting with USACE	4	2		2													$ 1,114
	Subtotal Hours =	8	4	-	4	-	-	-	-	-	-	-	$ -	$ -	$ -	-	-	Subtotal Labor Fee = $ 2,228
Task 3 - Data Collection																		
	Existing Data Collection	2	9	26														$ 3,911
	Establish Horizontal and Vertical Survey Control									8	4	2						$ 1,600
	Topographic Survey									65	25	8						$ 11,707
	Tree Survey									28	10	3						$ 4,956
	Boundary Survey									32	12	6						$ 6,036
	Bathymetric Survey									30	6	4						$ 4,900
	Jurisdictional Wetland Delineation	1											$ 1,200					$ 1,381
	Geotechnical Exploration	2	1											14,500				$ 15,029
	Subtotal Hours =	5	10	26	-	-	-	-	-	163	57	23	$ 1,200	$ 14,500	$ -	-	-	Subtotal Labor Fee = $ 49,763
Task 4 - Coastal Engineering Analysis																		
	Coastal Processes Statistical Analysis	2	8	10														$ 2,259
	Coastal Processes Analysis and Modeling	4	30	36														$ 7,630
	Subtotal Hours =	6	38	46	-	-	-	-	-	-	-	-	$ -	$ -	$ -	-	-	Subtotal Labor Fee = $ 9,848
Task 5 - Alternative Development and Analysis																		
	Develop Alternatives	6	8	16			6											$ 4,155
	Develop Evaluation Criteria	6	6	10														$ 2,992
	Evaluate Alternatives	4	8	18	2													$ 2,776
	Subtotal Hours =	16	24	36	2	-	6	-	-	-	-	-	$ -	$ -	$ -	-	-	Subtotal Labor Fee = $ 9,948
Task 6 - Coordination Meeting with Escambia County																		
	Meeting with Escambia County	12	6															$ 2,874
	Subtotal Hours =	12	6	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	-	-	Subtotal Labor Fee = $ 2,874
Task 7 - Master Plan Exhibit Preparation																		
	Prepare Master Plan Exhibit	4	1		6		18											$ 3,199
	Address/Incorporate Escambia County Review Comments	1	1		2		10											$ 1,504
	Subtotal Hours =	5	2	-	8	-	28	-	-	-	-	-	$ -	$ -	$ -	-	-	Subtotal Labor Fee = $ 4,703

6/20/2016

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Exhibit "C"

Hatch Mott MacDonald - Labor Fee — Prime Consultant

Task No.	Task Description	Senior Project Engineer $181.00	Project Engineer $117.00	Engineer CIV/ $86.00	Engineer EI $78.00	Designer III $73.00	Designer IV/V $105.00	Administrative Assistant IV $44.00	Principal Project Manager $220.00	Two-Man Survey Crew $132.00	Survey Technician $83.00	Senior Surveyor $124.00	Fees
Task 8 - 50% Design													
	Coastal Engineering Design/Analysis	6	15	15			14						$ 5,954
	Civil Site Engineering Design/Analysis	24			40								$ 7,464
	Structural Engineering Design/Analysis	4	40	45		60							$ 14,104
	Develop/Manipulate AutoCAD base drawing	4			8		60						$ 7,648
	Prepare 50% Design Drawings	8			8		40						$ 6,272
	Prepare Draft Technical Specifications	3	2	8	4								$ 1,857
	Prepare Opinion of Probable Construction Cost	5	2	4	8								$ 2,147
	QA/QC Review	6											$ 1,086
	50% Design Submittal Meeting with Escambia County	2											$ 362
	Subtotal Hours =	62	60	73	68	60	114	-	-	-	-	-	Subtotal Labor Fee = $ 48,904
Task 9 - Final Design													
	Address/Incorporate 50% Design Submittal Comments	4	1		4		8						$ 1,093
	Coastal Engineering Design/Analysis	8	15	15			4						$ 5,276
	Civil Site Engineering Design/Analysis	12			24								$ 4,044
	Structural Engineering Design/Analysis	4	40	15		60							$ 11,224
	Develop/Manipulate AutoCAD base drawing	2			4		40						$ 4,974
	Prepare 100% Design Drawings	4	2	4	4		34						$ 5,224
	Prepare Technical Specifications	3	2	4	4								$ 1,473
	Prepare Stormwater Management Plan	8											$ 1,448
	Prepare Opinion of Probable Construction Cost	2	1	4	4								$ 1,175
	QA/QC Review	6											$ 1,086
	100% Design Submittal Meeting with Escambia County	4											$ 724
	Subtotal Hours =	57	62	43	44	60	86	-	-	-	-	-	Subtotal Labor Fee = $ 33,841
Task 10 - Permitting Assistance													
	Cultural Resources Survey												$ 3,200
	Submerged Land Lease Easement Sketch and Description										12	4	$ 1,564
	Revised Conservation Easement Sketch and Description										4	2	$ 604
	Prepare Environmental Resource/Dredge and Fill Permit Submittals (FDEP, USACE)	1	4			6	4						$ 6,153
	FDEP and USACE Negotiation and Coordination	2											$ 4,682
	Prepare Escambia County DRC Initial Submittal	2			4		1						$ 2,029
	Address/Incorporate Escambia County DRC Comments	1			4		6						$ 1,333
	Prepare Escambia County DRC Final Comparison Submittal	1			2		1						$ 1,032
	Environmental Resource Permit Fee												$ 420
	Sovereign Submerged Land Easement Fee												$ 639
	Subtotal Hours =	7	4	-	10	8	14	-	-	-	16	6	- Subtotal Labor Fee = $ 22,496
Task 11 - Public Involvement and Community Outreach													
	Attend one (1) Escambia County Marine Advisory Committee Meeting	8	2		2								$ 3,088
	Subtotal Hours =	8	2	-	2	-	-	-	-	-	-	-	Subtotal Labor Fee = $ 3,088
													BASIC SERVICES TOTAL $ 108,004

SUB-CONSULTANTS (Lump Sum)

Task No.	Task Description	Wetland Sciences	Larry M. Jacobs & Assoc.	Central Archaeology	Sediment Sample Chemical Analysis (Ea.) $ 600.00	Sediment Sample Elutriate Testing (Ea.) $ 764.00	Fees
Task 8 - 50% Design							
	Coastal Engineering Design/Analysis						
	Civil Site Engineering Design/Analysis						
	Structural Engineering Design/Analysis						
	Develop/Manipulate AutoCAD base drawing						
	Prepare 50% Design Drawings						
	Prepare Draft Technical Specifications						
	Prepare Opinion of Probable Construction Cost						
	QA/QC Review						
	50% Design Submittal Meeting with Escambia County						
	Subtotal Hours =	$ -	$ -	$ -	-	-	Subtotal Labor Fee = $ -
Task 9 - Final Design							
	Address/Incorporate 50% Design Submittal Comments						
	Coastal Engineering Design/Analysis						
	Civil Site Engineering Design/Analysis						
	Structural Engineering Design/Analysis						
	Develop/Manipulate AutoCAD base drawing						
	Prepare 100% Design Drawings						
	Prepare Technical Specifications						
	Prepare Stormwater Management Plan						
	Prepare Opinion of Probable Construction Cost						
	QA/QC Review						
	100% Design Submittal Meeting with Escambia County						
	Subtotal Hours =	$ -	$ -	$ -	-	-	Subtotal Labor Fee = $ -
Task 10 - Permitting Assistance							
	Cultural Resources Survey			$ 3,200			$ 3,200
	Submerged Land Lease Easement Sketch and Description						$ -
	Revised Conservation Easement Sketch and Description						$ -
	Prepare Environmental Resource/Dredge and Fill Permit Submittals (FDEP, USACE)	$ 4,500					$ 4,500
	FDEP and USACE Negotiation and Coordination	$ 4,500					$ 4,500
	Prepare Escambia County DRC Initial Submittal	$ 1,250					$ 1,250
	Address/Incorporate Escambia County DRC Comments						$ -
	Prepare Escambia County DRC Final Comparison Submittal	$ 1,250					$ 1,250
	Environmental Resource Permit Fee						$ -
	Sovereign Submerged Land Easement Fee						$ -
	Subtotal Hours =	$ 11,500	$ -	$ 3,200	-	-	Subtotal Labor Fee = $ 14,500
Task 11 - Public Involvement and Community Outreach							
	Attend one (1) Escambia County Marine Advisory Committee Meeting	1,250					$ 1,250
	Subtotal Hours =	$ 1,250	$ -	$ -	-	-	Subtotal Labor Fee = $ 1,250
							SUB-CONSULTANTS TOTAL $ 15,750

Exhibit "C"

Hatch Mott MacDonald - Labor Fee (Prime / Consultant) | **SUB-CONSULTANTS** (Lump Sum) | Hatch Mott MacDonald

Task No	Task Description	Senior Project Engineer	Project Engineer	Engineer E3/V	Engineer I/II	Designer III	Designer IV/V	Administrative Assistant IV	Principal Project Manager	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences	Larry M Jacobs & Assoc.	Central Archaeology	Sediment Sample Chemical Analysis (Ea.)	Sediment Sample Elutriate Testing (Ea.)	Fees
		$ 191.00	$ 117.00	$ 96.00	$ 78.00	$ 73.00	$ 105.00	$ 44.00	$ 220.00	$ 132.00	$ 83.00	$ 124.00				$ 800.00	$ 764.00	
PHASE I - OPTIONAL SERVICES																		
Task 12 - Additional Survey Efforts for Boat Ramp Access Directly to Perdido Bay																		
	Establish Horizontal and Vertical Survey Control									2	2							$ 442
	Topographic Survey									55	15	2						$ 8,643
	Tree Survey									12	10	1						$ 2,598
	Subtotal Hours =	-	-	-	-	-	-	-	-	69	27	3	-	-	-	-	-	Subtotal Labor Fee = $ 11,683
Task 13 - Additional Geotechnical Exploration for Wave Protection Structure																		
	Five (5) 30' SPT Bores and Bearing Capacity and Settlement Analyses													1,950				$ 1,950
	Subtotal Hours =	-	-	-	-	-	-	-	-	-	-	-	$ -	$ 1,950	$ -	-	-	Subtotal Labor Fee = $ 1,950
Task 14 - Additional Coastal Engineering Design for Wave Protection Structure																		
	Coastal Engineering Design for Wave protection Structure	8					2											$ 1,656
	Subtotal Hours =	8	-	-	-	-	2	-	-	-	-	-	$ -	$ -	$ -	-	-	Subtotal Labor Fee = $ 1,656
Task 15 - Sediment Analysis																		
	Sediment Sample Chemical Analysis															15		$ 13,500
	Sediment Sample Elutriate Testing																4	$ 3,056
	Subtotal Hours =	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	15	4	Subtotal Labor Fee = $ 16,556
																		OPTIONAL SERVICES TOTAL $ 32,047
																		PHASE I BASIC AND OPTIONAL SERVICES TOTAL $ 228,031
PHASE II - SERVICES																		
Task 11 - Bidding Assistance																		
	Prepare Bid Documents	2			6		8											$ 1,570
	Attend one (1) Pre-bid Meeting including Site Visit	3	2		2													$ 933
	Review and Respond to Bidder RFIs	2	10	4	4	4	4											$ 2,940
	Prepare and Review Bid Tabulation	1			2													$ 337
	Subtotal Hours =	8	12	4	14	4	12	-	-	-	-	-	$ -	$ -	$ -	30	8	Subtotal Labor Fee = $ 5,880
Task 12 - Construction Administration																		
	Prepare Released for Construction Plans	1			2		8											$ 1,177
	Attend one (1) Pre-Construction Meeting	3	6		2													$ 1,401
	Review and Respond to Contractor Pre-Construction Submittals	1	4	8														$ 1,417
	Review and Respond to Contractor RFIs	3	10	12														$ 2,855
	Review and Respond to Contractor Technical Construction Submittals	3	8	20														$ 3,229
	Periodic Construction Observation (2 visits per month for 12 months)	2		64														$ 6,508
	Attend one (1) Substantial Completion Inspection	4		4														$ 1,108
	Attend one (1) Final Completion Inspection	4		4														$ 1,108
	Review and approve Contractor pay application requests	6			18													$ 2,430
	Prepare record/"as-built" Drawings Based Upon Contractor Red Line Mark-ups	1	1	8	4	8	8											$ 2,802
	Prepare and submit ERP As-built Certification and Request for conversion to				1													$ 78
	Prepare and Submit USACE Self Certification				1													$ 78
	Subtotal Hours =	25	29	120	28	8	16	-	-	-	-	-	$ -	$ -	$ -	-	-	Subtotal Labor Fee = $ 24,499
																		PHASE II SERVICES TOTAL $ 30,379

6/20/2016

V:\LDP\st_Coastal\100_ESC Perdido Bay Boat Ramp\Perdido Boat Ramp Monroe Estimate Fee 2016-06-20.xls

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10527 **County Administrator's Report 11. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Acceptance of Deepwater Horizon Operation and Maintenance Grant Agreement No. OGC 114 for Property Located at 5806 Bob O Link Road
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Deepwater Horizon Operation and Maintenance Grant Agreement for Property Located at 5806 Bob O Link Road (Innerarity Point Park) - Michael E. Rhodes, Parks and Recreation Department Director

That the Board approve and authorize the Chairman or Vice Chairman to sign the Deepwater Horizon Operation and Maintenance Grant Agreement, No. OGC 114, between the State of Florida Department of Environmental Protection and Escambia County for property located at 5806 Bob O Link Road (Innerarity Point Park), in accordance with the terms and conditions contained in the Agreement.

[Funding Source: Fund 118, Gulf Coast Restoration Fund, Cost Center to be determined at time of Supplemental Budget Amendment]

BACKGROUND:

Escambia County was selected to receive funding through Phase V of the Natural Resources Damage Assessment (NRDA) process whose goal is "to enhance public access to natural resources and increase recreational opportunities." The selected project includes the acquisition of a 3.38 acre property at 5806 Bob O Link Road, development of amenities, and funds to provide ten years of operation and maintenance costs. The total value of the park and ten years of maintenance is estimated to be $6.35 million. The site is adjacent to the Galvez boat ramp to the west.

The Trust for Public Lands is tasked with acquiring the property, site design, site development, and donating the final product to Escambia County. The Florida Department of Environmental Protection is offering this Agreement to provide ten years of operation and maintenance funding ($605,000.00). Upon approval of the Board of County Commissioners, the Florida Department of Environmental Protection and Escambia County will enter into this Operation and Maintenance Agreement to assure

that the property located at the Innerarity Point Park (5806 Bob O Link Road) will be operated and maintained by Escambia County to provide passive use recreational opportunities for the benefit of the public.

BUDGETARY IMPACT:

The County will receive the park after it is acquired and fully developed. At that time, a cost center will be established in Fund 118, Gulf Coast Restoration Fund and increase that fund by $605,000.00. After the initial ten years of operations and maintenance funding runs out, the County will be responsible for ongoing park maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Deepwater Horizon Operation and Maintenance Grant Agreement No. OGC 114.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

O&M Grant Agreement OGC 114

DEEPWATER HORIZON OPERATION AND MAINTENANCE GRANT AGREEMENT

DEP AGREEMENT NO.: OGC 114

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and Escambia County, whose address is 1651 E 9 Mile Road, Florida 32514 (hereinafter referred to as "Grantee"), to provide operation and maintenance funding for the Innerarity Point Park. Collectively, the Department and Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, the Department has been in negotiations with BPXP Exploration and Production, Inc. ("BP") in connection with Early Restoration funding by BP for damage to resources of the State of Florida resulting from the Deepwater Horizon oil spill; and

WHEREAS, at the conclusion of such negotiations between the Department and BP and the public review process, BP has deposited funds into an escrow account to be held in escrow by the State of Florida Department of Financial Services (the "BP Escrow") and which funds are to be used by the Department to purchase lands in the panhandle along the Florida Gulf Coast, to create or enhance recreational opportunities for the public by developing or improving passive recreational amenities on such lands, and to provide reasonable funds for operating and maintaining such lands and amenities for at least 10 years.

WHEREAS, the Department and the Trust for Public Lands ("TPL") have previously entered into a Memorandum of Agreement, through which TPL has been negotiating for the acquisition of certain lands to be acquired by TPL and improved with passive use amenities using BP Escrow funds.

WHEREAS, upon completion of the construction of the passive use recreational amenities Innerarity Point Park, the Department will direct TPL to donate the property to Grantee; and

WHEREAS, the Department and Grantee enter into this Operation and Maintenance Agreement (Agreement) to assure that the property located at the Innerarity Point Park will be operated and maintained by Grantee to provide passive use recreational opportunities for the benefit of the public;

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, the Department and Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

2. **PERIOD OF AGREEMENT:**

The obligations of this Agreement shall begin upon transfer of the property at which the Innerarity Point Park is located from TPL to Escambia County and shall remain in effect for ten years from that date of transfer, which shall be the expiration date of this Agreement. The Grantee shall be eligible for reimbursement for work performed on or after the date of transfer through the expiration date of this Agreement. This Agreement may be amended based upon the mutual agreement of the parties to extend the expiration date if the total funds allocated for this Agreement are not completely expended by the expiration date of this Agreement.

3. **FUNDING/CONSIDERATION/INVOICING:**

A. As consideration for the satisfactory completion of services rendered by Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis a total of $605,000 Grantee agrees that any additional funds necessary for the completion of this ten year operation and maintenance ("O&M") project are the responsibility of Grantee. If Grantee does not fully expend the $605,000 within 10 years from the entry of this Agreement, the Parties may amend the Agreement to extend the end date, and Grantee shall be authorized to obtain cost reimbursement consistent with this Agreement until the $605,000 has been fully expended.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

C. Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A,** in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form.** All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows Grantee to finalize invoices and backup documentation to support the final payment request.

D. Within 10 days of receipt of an invoice, the Department's Grant Manager will review and either (1) advise the BP Escrow agent that it may appropriately remit payment of the invoice amount to Grantee, or (2) if the invoice is inadequate, the Department's Grant Manager will request additional information or supporting documentation from Grantee on or by a certain date. The Department's Grant Manager will provide Grantee with written notification in the event that all or a portion of a submitted invoice is not approved. Such notice shall detail the costs that were not approved and the reasons therefore. Grantee shall not be reimbursed from the BP Escrow without Department concurrence that the invoices are adequate and that a distribution from the BP Escrow is appropriate under the terms of the BP Escrow agreement.

E. Neither the Department nor the State of Florida shall be responsible for reimbursement of any O&M costs incurred by Grantee under this Agreement. All approved O&M costs incurred by Grantee under this Agreement shall be reimbursed from the BP Escrow.

F. The Attachment B, Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Salaries/Wages/Fringe Benefits – List personnel involved and salary and fringe benefits rates for the personnel listed in **Attachment A, Grant Work Plan.**

ii. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project.

iii. Rental/Lease of Equipment – Include copies of invoices or receipts to document charges.

iv. Other Expenses – For example, materials, supplies, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.

G. In addition to the invoicing requirements contained in paragraphs 3.C. – F. above, the Department may periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement. This information, when requested, must be provided within thirty (30) calendar days of such request.

4. REPORTS:

Grantee shall describe the kinds of operation and maintenance activities that occurred at the Innerarity Point Park during the reporting period. Annual reports shall be submitted to the Department's Grant Manager no later than (30) calendar days following the completion of the annual reporting period.

5. INDEMNIFICATION:

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

6. DEFAULT/TERMINATION/FORCE MAJEURE:

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be deliberately false or misleading in any respect, or in the event of the failure of Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by Grantee to allow public access to all documents, papers, letters, or other material made or received by Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, Grantee shall promptly notify the Department orally. Within seven (7) calendar days, Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of Grantee and/or the Department. Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

7. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

8. **RECORD KEEPING/AUDIT:**

A. Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

9. **SUBCONTRACTS:**

A. Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, Grantee is ultimately responsible for all work to be performed under this Agreement. Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities affor contacting the Office of Supplier Diversity at (850) 487-0915.

10. **COMPLIANCE WITH LAW:**

Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

11. **NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Grantee.

12. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Phil Coram	
Florida Department of Environmental Protection	
Water Restoration Assistance	
Grant Manager	
3900 Commonwealth Blvd., MS# 240	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2167
Fax No.:	
E-mail Address:	Phil.coram@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below:

Michael Rhodes	
Escambia County	
Grant Manager	
Pensacola, Florida	
Telephone No.:	850-475-5220
Fax No.:	
E-mail Address:	merhodes@co.escambia.fl.us

13. **INSURANCE:**

To the extent required by law, Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

A. Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by Grantee or anyone directly or indirectly employed by Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

B. Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by Grantee or by anyone directly, or indirectly employed by Grantee. The minimum limits of liability shall be as follows:

$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

$300,000 Hired and Non-owned Automobile Liability Coverage

C. If any work proceeds over or adjacent to water, Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. In addition, Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.** Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carriers.

D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator

14. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

15. **DISCRIMINATION:**

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible

for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

16. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

17. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

18. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

19. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

GRANTEE NAME
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

_____
By: Grover C. Robinson, IV, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
Stephen G. West
Senior Assistant County Attorney

Date: Apr. 15, 2016

FEID No.: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: _____

_____
Larry Morgan, DEP Grant Manager

Approved as to form and legality:

_____
DEP Attorney

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

Specify Type	Letter/ Number	Description
Attachment	A	Grant Work Plan
Attachment	B	Payment Request Summary Form

ATTACHMENT A GRANT WORK PLAN

This Grant Work Plan ("Work Plan") outlines general tasks that will be required to be performed for Operation and Maintenance ("O&M") at the Innerarity Point Park Project Location. Work shall be performed, as necessary, at the Facility, to provide the O&M needed to allow for the recreational use of the Facility by the public. Funding from the BP Escrow Account for a minimum of 10 years of O&M at the Facility has been allocated for use at this Facility in the amount of $605,000. No annual budget is fixed for the Facility, however Escambia County ("Grantee") understands and agrees to continue to provide O&M for a period of at least ten (10) years from the date of transfer of the title to the real property upon which the Project is located to Grantee by the Trust for Public Lands, even if all the allocated funds identified above are exhausted under this Agreement prior to the end of those ten years. Grantee will be reimbursed reasonable O&M costs on a quarterly basis within 20 days of submittal of invoices for the costs incurred and paid by Grantee. If the above-identified allocation for the 10 years of O&M has not been exhausted by Grantee by the end of the 10-year period, then the Agreement may be amended based upon the mutual agreement of the parties to extend the expiration date. Following amendment, the Grantee will be entitled to reimbursement for reasonable O&M costs incurred at the Facility after the 10-year period has ended until all of the above-identified allocation has been used.

Anticipated Facility Operation and Maintenance Tasks

1. Utilities

   a. The Grantee shall provide the utilities needed for the Facility to keep all of the recreational amenities at the Facility fully operational.

   b. The utilities needed for the Grantee's Facility are: water, sewer, and electrical services.

2. Labor

   a. The Grantee shall be reimbursed for the labor costs needed to keep all of the recreational amenities at the Facility fully operational and maintained.

   b. The Grantee shall use up to 2 full-time equivalent employees and up to 2 part-time employee to operate and maintain the Facility.

3. Equipment Maintenance

a. The Grantee shall be reimbursed for all reasonable expenditures needed to keep the equipment used to maintain and operate the Facility in good working order.

b. The kinds of equipment that will be used by the Grantee to maintain and operate the Facility are: Mowers, weed-eaters, hedgers, blowers, pole-saws, pressure washer, etc.

4. Buildings and Grounds Maintenance

a. The Grantee shall be reimbursed for all reasonable expenditures needed to keep the buildings and grounds at the Facility maintained and operational.

b. The buildings and amenities that will be maintained at the Facility are: restroom(s), pavilion(s), playground equipment, benches, piers, picnic tables, etc.

5. Supplies

a. The Grantee shall be reimbursed for all reasonable expenditures on supplies needed to operate and maintain the grounds and buildings located and used at the Facility.

b. The kinds of supplies that may be needed to operate and maintain the grounds and buildings at the Facility are: mops, hoses, general bathroom supplies such as soap, toilet paper, disinfectant, and garbage and trash can supplies.

6. Additional Items for O&M not specifically identified herein

The Grantee may submit in writing to the Department's Grant Manager additional items for consideration as an O&M expenditure to be incurred at the Facility, so long as it directly relates to O&M that, does not change the function of, make changes in capacity of, and is not considered a capital improvement of the Facility. Expenditure of funds for O&M under this provision must be pre-approved by the Department's Grant Manager in order to be reimbursed from the BP Escrow account.

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ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested:
$_____

GRANT EXPENDITURES SUMMARY SECTION

_____
[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS
Salaries	**$**	**$**
Fringe Benefits	**$**	**$**
Contractual Services	**$**	**$**
Supplies	**$**	**$**
Utilities	**$**	**$**
Other	**$**	**$**
TOTAL AMOUNT	**$**	**$**

GRANTEE CERTIFICATION
Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:

(Print name of Grantee/Recipient)

☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check if applicable:

☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name and License No.)	Period of Service (MM/DD/YY-MM/DD/YY)

_____ _____

Grantee's Grant Manager's Signature | Grantee's Fiscal Agent

_____ _____

Print Name | Print Name

_____ _____

Telephone Number | Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10542 **County Administrator's Report 11. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: Fiscal Year 2016-2017 Detailed Work Plan Budget - Mosquito Control
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Detailed Work Plan Budget for Mosquito Control Division Fiscal Year 2016-2017 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the Detailed Work Plan Budget for the Mosquito Control Division:

A. Approve the Detailed Work Plan Budget - Mosquito Control for Fiscal Year 2016-2017; and

B. Authorize the Chairman to sign the document.

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides Escambia County with Grant Funds to supplement its Mosquito Control Division budget. In order to receive the Fiscal Year 2016-2017 Grant, the County's Mosquito Control is required to provide a Detailed Work Plan Budget that shows how these funds will be used. The proposed Detailed Work Plan Budget is based on the next fiscal year's proposed County Budget. The Escambia County Management and Budget Services Department has reviewed this proposed Detailed Work Plan Budget for Fiscal Year 2016-2017 and found it to be acceptable. The State Grant funds will be appropriated under Fund 106, Cost Center 220703.

BUDGETARY IMPACT:

The revenue received from the Florida Department of Agriculture and Consumer Services will augment funds provided by the County to operated the Mosquito Control Division.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Approval of this recommendation will require no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board of County Commissioners' policy governing Grant applications. This recommendation is consistent with Board's goals and objectives of capitalizing on alternate revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, the Natural Resources Management Department/Mosquito Control Division will forward the required documents to the appropriate State offices.

Attachments

Detailed work Plan Budget FY 16-17

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL:
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 16
ENDING SEPTEMBER 30, 20 17

PREPARED BY: J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management Department
DATE: June 27, 2016

APPROVED BY:
Mosquito Control Program
DATE:

COUNTY or DISTRICT Escambia County, Florida
AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY: Grover C. Robinson, IV
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: July 7, 2016

PAGE 1 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	RECEIPTS													
311	Ad Valorem (Current/Delinquent)			$591,806	$591,806	$0								
334.1	State Grant			$33,540	$0	$33,540								
362	Equipment Rentals			$0	$0	$0								
337	Grants and Donations			$0	$0	$0								
361	Interest Earnings			$0	$0	$0								
364	Equipment and/or Other Sales			$0	$0	$0								
369	Misc./Refunds (prior yr expenditures)			$0	$0	$0								
380	Other Sources			$0	$0	$0								
389	Loans			$0	$0	$0								

Attest: Pam Childers, Clerk of the Circuit Court _____By _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

FOR COUNTY OR

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 16	PREPARED BY: J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management Department
	ENDING SEPTEMBER 30, 20 17	
DATE:		DATE: June 27, 2016
APPROVED BY:	COUNTY or DISTRICT Escambia County, Florida	APPROVED BY: Grover C. Robinson, IV
Mosquito Control Program	AUTHORITY: CHAPTER 388.341, F.S.	CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE:		DATE: July 7, 2016

PAGE 2 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
10	Personal Services								
	Division Manager (Vacant)	2080	$33.69	$ 70,078.00	$ 70,078.00				
	M Mello, Mosquito Control Supervisor	2080	$18.34	$ 38,154.00	$ 38,154.00				
	J Sanders, Fleet Maintenance Technician	2080	$22.06	$ 45,876.00	$ 45,876.00				
	G Wiggins, Mosquito Control Technician	2080	$12.30	$ 25,580.00	$ 25,580.00				
	J Porter, Mosquito Control Technician	2080	$11.94	$ 24,830.00	$ 24,830.00				
	F Hicks, Mosquito Control Technician	2080	$12.30	$ 25,580.00	$ 25,580.00				
	K Betts, Mosquito Control Technician	2080	$12.67	$ 26,352.00	$ 26,352.00				
	C Rooker, Mosquito Control Technician	2080	$14.24	$ 29,610.00	$ 29,610.00				
	E Wise, Mosquito Control Technician	2080	$14.24	$ 29,610.00	$ 29,610.00				
	Administrative Assistant (vacant)	2080	$14.98	$ 31,150.00	$ 31,150.00				
	Overtime	92	$108.60	$ 10,000.00	$ -	$ 10,000.00			
	Total Personal Services			$ 356,820.00	$ 346,820.00	$ 10,000.00			
20	Personal Services Benefits								
	FICA Taxes	1 Year			$ 26,532.00	$ -			
	Retirement Contributions	1 Year			$ 26,082.00	$ -			
	Life & Health Insurance	1 Year			$ 90,000.00	$ -			
	Workers' Compensation	1 Year			$ 24,433.00	$ -			
	Total Personal Services Benefits			$ 167,047.00	$ 167,047.00	$ -			
30	Operating Expense								
	Uniforms			$ 1,200.00	$ 1,200.00				
40	Travel & Per Diem								
	Per Diem or Meals			$ 10,500.00	$ 500.00	$ 10,000.00			
41	Communication Serv								
	Communication Serv			$ 3,200.00	$ 3,200.00	$ -			
42	Freight Services								
	Freight Services			$ 800.00	$ 500.00	$ 300.00			
43	Utility Service								
	Utility Service			$ -	$ -	$ -			
44	Rentals & Leases								
	Rentals & Leases			$ 600.00	$ 600.00	$ -			
	Sub-Totals Tab (2A)			$ 540,167.00	$ 519,867.00	$ 20,300.00			

Attest: Pam Childers, Clerk of the Circuit Court _____By _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
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RECOMMENDED FOR APPROVAL:
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 16
ENDING SEPTEMBER 30, 20 17

PREPARED BY: J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management Department
DATE: June 27, 2016

APPROVED BY:
Mosquito Control Program
DATE:

COUNTY or DISTRICT Escambia County, Florida
AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY: Grover C. Robinson, IV
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: July 7, 2016

PAGE 3 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
45	Insurance								
46	Repairs & Maintenance								
	Maintenance of Automotive Equipment			$ 7,680.00	$ 7,060.00	$ 620.00			
	Maintenance of Office Equipment			$ 810.00	$ 810.00	$ -			
	Maintenance of Other Equipment			$ 1,950.00	$ 1,950.00	$ -			
	Sub-Total Repair & Maintenance			$ 10,440.00	$ 9,820.00	$ 620.00			
47	Printing and Binding								
	Printing and Binding			$ 950.00	$ 650.00	$ 300.00			
48	Promotional Activities								
				$ -	$ -	$ -			
49	Other Charges								
	License Fee			$ 500.00	$ 500.00	$ -			
51	Office Supplies								
	Office Supplies/Materials			$ 1,165.00	$ 1,165.00	$ -			
52.1	Gasoline/Oil/Lube								
	Gasoline	1 Year	$2.85	$ 16,989.00	$ 16,989.00	$ -			
	Oil 5W-20	1	$200.00	$ 200.00	$ 200.00	$ -			
	Transmission Fluid	0		$ -	$ -	$ -			
	Brake Fluid	1	$51.00	$ 51.00	$ 51.00	$ -			
	Power Steering Fluid	0		$ -	$ -	$ -			
	Windshield Washer Fluid	4	$35.88	$ 144.00	$ 144.00	$ -			
	Sub-Total Operations Supplies (51-52.1)			$ 18,549.00	$ 18,549.00	$ -			
52.2	Chemicals								
	Kontrol (per gallon)	825	$19.40	$ 16,005.00	$ 13,105.00	$ 2,900.00			
	Methoprene XR Briquets (150-Day) (per case)	10	$710.60	$ 7,106.00	$ 7,106.00	$ -			
	BTI Flowable Liquid (per case)	18	$87.00	$ 1,566.00	$ 1,566.00	$ -			
	Methoprene XR Briquets (30-Day) (per case)	18	$448.00	$ 8,064.00	$ 8,064.00	$ -			
	Natular XRT	10	$915.13	$ 10,067.00	$ 5,302.00	$ 4,765.00			
	Sub-Total Chemicals (52.2)			$ 42,808.00	$ 35,143.00	$ 7,665.00			
	Sub-Totals Tab (2B)			$ 55,863.00	$ 64,662.00	$ 8,585.00			

Attest: Pam Childers, Clerk of the Circuit Court _____By _____ Deputy Clerk

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL:
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 16
ENDING SEPTEMBER 30, 20 17

PREPARED BY: J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management Department
DATE: June 27, 2016

APPROVED BY:
Mosquito Control Program
DATE:

COUNTY or DISTRICT Escambia County, Florida
AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY: Grover C. Robinson, IV
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: July 7, 2016

PAGE 4 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	EXPENDITURES													
52.3	Protective Clothing													
	Clothing and Wearing Apparel			$ 912.00	$ 912.00	$ -								
52.4	Misc. Supplies													
	Miscellaneous Supplies and Incidentals			$ 3,435.00	$ 3,000.00	$ 435.00								
	Entomological Supplies/Dry Ice			$ 1,000.00	$ 600.00	$ 400.00								
52.5	Tools & Implements													
	Tools and Small Implements			$ 530.00	$ 530.00	$ -								
	Sub-Total Operations Supplies (51-52.1)			$ 18,549.00	$ 18,549.00	$ -								
	Sub-Total Chemicals (52.2)			$ 42,808.00	$ 35,143.00	$ 7,665.00								
	Total Operating Supplies			$ 67,234.00	$ 58,734.00	$ 8,500.00								
54	Publications & Dues													
	Books, Publications & Subscriptions			$ -	$ -	$ -								
	Memberships - FMCA			$ 1,635.00	$ 735.00	$ 900.00								
	Memberships - AMCA			$ 420.00	$ -	$ 420.00								
55	Training													
	Training			$ 4,000.00	$ 1,500.00	$ 2,500.00								
	Sub-Total (Accts 54-55)			$ 6,055.00	$ 2,235.00	$ 3,820.00								
60	Capital Outlay			$0	$0	$0								
71	Principal			$0	$0	$0								
72	Interest			$0	$0	$0								
81	Aids to Government Agencies			$0	$0	$0								
83	Other Grants and Aids			$0	$0	$0								
89	Contingency (Current Year)			$0	$0	$0								
99	Payment of Prior Year Accounts			$0	$0	$0								
	Sub-Totals Page (2A)			$ 540,167.00	$ 519,867.00	$ 20,300.00								
	Sub-Totals Page (2B)			$ 55,863.00	$ 64,662.00	$ 8,585.00								
	Sub-Totals Page (2C)			$ 11,932.00	$ 7,277.00	$ 4,655.00								
	Total Budgetary Expenditures and Balance			**$ 607,962.00**	**$ 591,806.00**	**$ 33,540.00**								

Attest: Pam Childers, Clerk of the Circuit Court _____By _____ Deputy Clerk

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ADAM H. PUTNAM
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL:
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 16
ENDING SEPTEMBER 30, 20 17

PREPARED BY: J. Taylor "Chips" Kirschenfeld, Director, Natural Resources Management Department
DATE: June 27, 2016

APPROVED BY:
Mosquito Control Program
DATE:

COUNTY or DISTRICT Escambia County, Florida
AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY: Grover C. Robinson, IV
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: July 7, 2016

PAGE 5 OF 5

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM: LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	RESERVES								
0.001	Reserves - Future Capital Outlay			$0	$0	$0			
0.002	Reserves - Self-Insurance			$0	$0	$0			
0.003	Reserves - Cash Balance to be Carried Forward			$0	$0	$0			
0.004	Reservies - Sick and Annual Leave Trans Out			$0	$0	$0			

FDACS-13623 Rev. 07/13

Attest: Pam Childers, Clerk of the Circuit Court _____By _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10545 **County Administrator's Report 11. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2016
Issue: PD 15-16.062, M.C. Blanchard X-Ray and Walk Through Metal Detectors Purchase
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Award for M.C. Blanchard X-Ray and Walk-Through Metal Detectors Purchase - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board award a Purchase Order to Astrophysics, Inc., in the amount of $66,250, for PD 15-16.062, M.C. Blanchard X-Ray and Walk-Through Metal Detectors Purchase, for the purchase and installation of x-ray equipment and walk-through metal detectors for the M.C. Blanchard Building.

[Funding: Fund 115, Article V Court Administration, Cost Center 410505, Object Code 56401]

BACKGROUND:

The Office of Purchasing advertised the Invitation to Bid PD15-16.062 in the Pensacola News Journal on June 6, 2016 and a total of seven vendors were notified on June 6, 2016. Three bids were received on June 21, 2016, and Astrophysics Inc., is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 115, Cost Center 410505, Object Code 56401, General Fund - Court Administration

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in Compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article ll, Purchasing and Contracts. The Office of Purchasing advertised the Invitation to Bid PD15-16.062 in the Pensacola News Journal on June 6, 2016 and a total of seven vendors were notified on June 6, 2016. Three bids were received on June 21, 2016, and Astrophysics Inc., is the low bidder.

IMPLEMENTATION/COORDINATION:

This Office of Purchasing will distribute the Purchase Orders.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: MC Blanchard X-Ray and Walk-Through Metal Detectors Purchase BID # PD 15-16.062**					
Bid Opening Time: 10:30 a.m. CDT Bid Opening Date: 6/21/2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Rapiscan Systems	Y	Check	Y	Y	Y	$67,550
Pemica, Inc.	Y	Check	Y	Y	Y	$86,210
Astrophysics, Inc.	Y	Check	Y	Y	Y	$66,250
BIDS OPENED BY:	Lester L. Boyd, Purchasing Specialist DATE: 6/21/2016					
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: 6/21/2016					
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: 6/21/2016					

CAR **BOCC**
DATE 7/7/2016 **DATE 7/7/2016**

The Purchasing Chief/Designee recommends to the BCC: To award to a Purchase Order to Astrophysics, Inc. in the amount of $66,250.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

Posted @ 11:00 a.m. CDT, 6/24/2016

LLB/lk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10541 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/07/2016
Issue: CDBG Mortgage at 604 Chaseville Street
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Community Development Block Grant Mortgage at 604 Chaseville Street - Tonya Gant, Neighborhood & Human Services Department Director

That the Board consider the following action concerning the Community Development Block Grant (CDBG) Mortgage at 604 Chaseville Street:

A. Approve a payoff of $3667.50, in lieu of the full $24,450 owed to Escambia County; and

B. Authorize staff to prepare a Cancellation of Mortgage to be recorded upon closing on the sale of the property and receipt of funds.

BACKGROUND:

On September 14, 1994, Ray Riles signed a no monthly payment, 0% interest mortgage and note in favor of Escambia County for repairs performed to his home at 604 Chaseville Street, Pensacola, Florida under the Community Development Block Grant (CDBG) program (Exhibit I). Program terms state that the loan is payable if the property is sold, rented, or transferred during the 20 year loan period.

Mr. Riles passed away in July 2008 before the expiration of the loan. The property at 604 Chaseville was probated later that year and transferred to the heirs, causing a loan default, since the transfer occurred during the 20 year loan period. Since 2008, the property has been utilized both as a rental property and as the homestead property of one of the heirs, Barry Riles. Barry Riles lived in the property until 2012, when it was rented.

The Neighborhood Enterprise Division was contacted in December 2015 regarding a payoff of the CDBG Mortgage and indicated that the full amount was due. Barry Riles has attended several public forums requesting forgiveness of the loan in order to sell the

property. The Board authorized staff at the May 19, 2016 meeting to negotiate a payoff with Mr. Riles. Staff recommends that Mr. Riles reimburse Escambia County the prorated amount of $3667.50 based on Ray Riles living in the home through 2008, and Barry Riles residing in the property through 2012 as his primary homestead residence.

If approved by the Board, Mr. Riles has an interested buyer and plans to use First International Title as his closing agent. Staff will prepare a Cancellation of Mortgage to be recorded upon closing contingent upon the receipt of funds at closing. Back taxes will also be paid at closing.

A timeline of activities associated with the property is attached as Exhibit II, including building permits and code enforcement issues. As of June 23, $1118.48 is owed in 2015 and 2014 property taxes. Tax certificates have been issued on both the 2014 and 2015 taxes. The assessed value of the property is $32,055 (Exhibit III).

BUDGETARY IMPACT:

Funds received will be receipted as program revenue for affordable housing programs.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable at this time.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Not applicable.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division (NED) will implement needed actions based on Board direction.

Attachments

Ex I-CDBG Mortgage
Ex II-604 Chaseville Timeline
EX III-ESCPA 604 Chaseville

OR Bk3650 Pg0314
INSTRUMENT 00158944

EXHIBIT I

MORTGAGE DEED
SHORT FORM

RAMCO FORM 6mA

This Indenture

Made this 14th *day of* September *, A. D. 19* 94 *,*

Between Ray G. Riles, a single man

hereinafter called the Mortgagor , and Escambia County

hereinafter called the Mortgagee ,

Witnesseth, *That the said Mortgagor , for and in consideration of the sum of One Dollar to* him *in hand paid by the said Mortgagee , the receipt whereof is hereby acknowledged,* he *granted, bargained and sold to the said Mortgagee , their heirs and assigns, forever, the following described land, situate, lying and being in the County of* Escambia *, State of* Florida *, to-wit:*

Lot 13, Block 4, First Addition to Edgewater according to Plat Book 3, Page 6 of the Public Records of Escambia County, Florida.

Date: 9-21-94
Received $ 85.75 in payment of Documentary Stamps Cert. # 59-2043328-27-01 and
$ 48.90 in payment of Class "C" Intangible Personal Property Tax.
Joe A. Flowers, Comptroller
Escambia County, Florida
By Jane Knighton D.C.

and the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided Always, *That if said Mortgagor , his heirs, legal representatives or assigns, shall pay unto the said Mortgagee , their legal representatives or assigns, a certain promissory note dated the* 14th *day of* September *, A. D. 19* 94 *, for the sum of* Twenty Four Thousand Four Hundred Fifty & 00/100 ($24,450.00) *Dollars, payable* if property is transferred or sold *with interest at* Zero (0%) *per cent. from* September 14, 1994 *signed by* Ray G. Riles

and shall pay all sums payable hereunder, and perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, and shall duly pay all taxes, and also insurance premiums reasonably required, and all costs and expenses including a reasonable attorney's fee, which said Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void. **In Witness Whereof,** *the said Mortgagor hereunto set* his *hand and seal the day and year first above written.*

Signed, sealed and delivered in presence of us:

Ralph Downey

Edward Bryan

Ray G. Riles (L.S.)

(L.S.)

This Instrument prepared by: Neighborhood Enterprise Foundation, Inc. for Escambia County
Address Post Office Box 8178, Pensacola, Florida 32505

OR Bk3650 Pg0315
INSTRUMENT 00158944

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing intrument was acknowledged before me this 14th day of September, 19 94, by Ray G. Riles, who is personally known to me or who has produced FL Driver Lic. #R420-727-45-281 as identification and who ~~did~~ (did not) take an oath.

Derrick André Williams
Signature

DERRICK ANDRE' WILLIAMS
"Notary Public-State of FL"
My Comm. Exp. March 15, 1998
CC 356155

Notary Public

Instrument 00158944
Filed and recorded in the public records
SEPTEMBER 21, 1994
at 02:08 P.M.
in Book and Page noted above or hereon
and record verified
JOE A. FLOWERS,
COMPTROLLER
Escambia County,
Florida

Mortgage Deed
SHORT FORM
RAMCO FORM 6½A

From

Date

(C-A)

EXHIBIT II
604 CHASEVILLE TIMELINE SUMMARY

*September 14, 1994: Ray Riles signed a no monthly payment, 0% interest mortgage (OR BK 3650 P 314) and note to Escambia County for $24,450. This loan was for repair work to his homestead property at 604 Chaseville under the CDBG Program, including mechanical, electrical, plumbing, and gas systems, substantiated by permits pulled (see next page). The program terms state that the loan is payable if the property is transferred or sold during the loan period (20 years).
*July 8, 2008: Ray Riles passed away.
*October 9, 2008: Order of summary administration entered probating property and transferring it to his sons, Bradley Riles and Barry Riles, causing a default on the loan, since the 20 year term was still in effect.
*January 15, 2009: 2008 property taxes paid by Bradley Riles (HEX still on property)
*June 17, 2009: Code NOV issue for trash and debris
*2009: Homestead Exemption Dropped at some point
*September 9, 2009: Barry Riles files a Declaration of Domicile in the Public Records stating that his residence is 604 Chaseville Street
*2010 and 2011: Per Chris Jones' office, homestead exemption filed by Barry Riles
*April 2011: Via Google Maps, a slab with plumbing stacks has recently been poured on the property
*April 12, 2011: 2009 and 2010 property taxes paid by Christina Allen (unknown connection to family)
*2012: Homestead exemption dropped
*October 29, 2012: Final Judgment for Possession filed in Public Records where Barry Riles is the Plaintiff filing against tenants for recovery of the property at 604 Chaseville
*May 2013: Via Google Maps, property appears inhabited with vehicles and children's toys in front yard
*May 6, 2014: 2011 property taxes paid by Barry Riles
*October 2, 2014: Code enforcement NOV issued for inoperable vehicle and overgrowth
*March 31, 2015: 2012 property taxes paid by Barry Riles
*December 11, 2015: First International Title contacted Neighborhood Enterprise Division inquiring about a payoff of the County's CDBG loan since Bradley and Barry Riles were trying to sell the property. Barry Riles also contacted our office and spoke to Derrick Williams regarding the amount owed and asked to speak to a supervisor.
*December 15, 2015: Meredith Reeves spoke with Barry Riles who is trying to sell the property.
*December 16, 2015: Meredith Reeves emailed him a copy of the mortgage per his request.
*April 8, 2016: 2013 property taxes paid
*January 7, 2016; April 7, 2016; and May 5, 2016: Mr. Riles appears at public forum to request forgiveness of the loan.

Menu Refine Search New GIS Create a Set Reports Help My QuickQueries --Select-- Module Building

1

Application No	Status	Application Type	Application Name	Number	Street Name	Type	Opened	Busine
CE141004036	Closed	Enforce/Nuisance/NA/NA		604	CHASEVILLE	ST	10/02/2014	
CE090603880	Closed	Enforce/Environmental/NA/NA		604	CHASEVILLE		06/17/2009	
CE07120015	Closed	Enforce/Illegal/NA/NA		604	CHASEVILLE	ST	12/03/2007	
CE07110626	Closed	Enforce/Nuisance/NA/NA		604	CHASEVILLE	ST	11/26/2007	
CE07100327	Closed	Enforce/Nuisance/NA/NA		604	CHASEVILLE	ST	10/09/2007	
CE06110316	Closed	Enforce/Nuisance/NA/NA		604	CHASEVILLE	ST	11/15/2006	
CE05040209	Closed	Enforce/Zoning/NA/NA		604	CHASEVILLE	ST	04/13/2005	
CE05030987	Closed	Enforce/Nuisance/NA/NA		604	CHASEVILLE	ST	03/28/2005	
03121344	Expired	Building/Services/Residential/Plumbing	Septic to...	604	CHASEVILLE	ST	12/15/2003	
94070239	Closed	Building/Services/Commercial/Mechanical		604	CHASEVILLE	ST	10/14/1994	
94069638	Closed	Building/Services/Commercial/Plumbing		604	CHASEVILLE	ST	10/04/1994	
94069639	Closed	Building/Services/Commercial/Gas		604	CHASEVILLE	ST	10/04/1994	
94069320	Closed	Building/Services/Commercial/Electrical		604	CHASEVILLE	ST	09/28/1994	
94069321	Closed	Building/Services/Commercial/Electrical		604	CHASEVILLE	ST	09/28/1994	
94068834	Closed	Building/Residential/Miscellaneous/Na		604	CHASEVILLE	ST	09/20/1994	

1

EXHIBIT III

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference:	372S301001013005
Account:	074001000
Owners:	RILES BARRY L RILES BRADLEY
Mail:	604 CHASEVILLE ST PENSACOLA, FL 32507
Situs:	604 CHASEVILLE ST 32507
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$8,000	$24,055	$32,055	$32,055
2014	$13,300	$22,716	$36,016	$35,359
2013	$13,300	$21,537	$34,837	$34,837

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/09/2008	6387	469	$100	CJ	View Instr
03/1986	2190	28	$100	WD	View Instr
01/1976	990	194	$100	OT	View Instr
01/1974	847	976	$10,000	WD	View Instr
01/1972	661	904	$5,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

Legal Description

LT 13 BLK 4 1ST ADDN TO EDGEWATER PB 3 P 6 OR 6387 P 469 CA 180

Extra Features

None

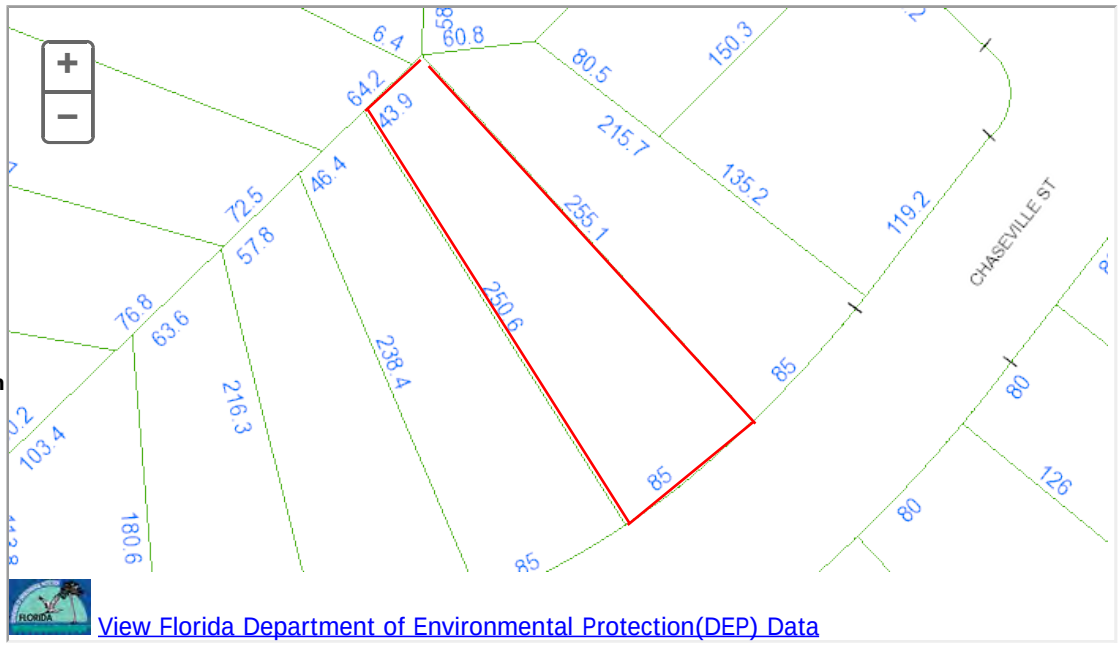
Parcel Information

Section Map Id:
CA180

Approx. Acreage:
0.3663

Zoned:
MDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

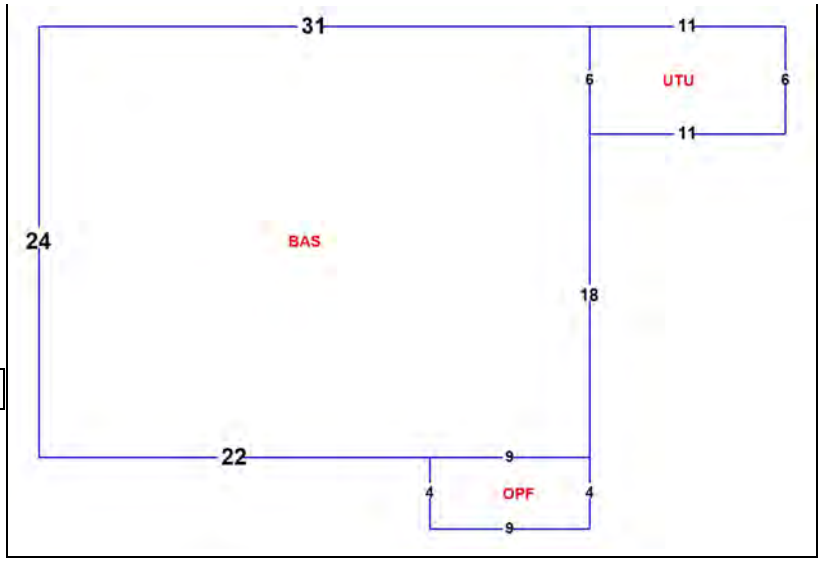
Address:604 CHASEVILLE ST, Year Built: 1952, Effective Year: 1952

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*WALL/FLOOR FURN*
INTERIOR WALL-*DRYWALL-PLASTER*

NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 846 Total SF

BASE AREA - *744*
OPEN PORCH FIN - *36*
UTILITY UNF - *66*



Images



2/28/03

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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10559 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/07/2016
Issue: Approval for Remote Area Medical to Hold a Free Clinic in Pensacola, Florida
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval for Remote Area Medical to Hold a Free Clinic in Pensacola, Florida - Commissioner Grover C. Robinson, IV, District 4

That the Board approve and authorize the Chairman to sign a letter to Ms. JoAnn Vanfleteren, President of Ascendant Partnership and Host Committee Chair of Remote Medical Clinic, to approve her request to allow Remote Area Medical to hold a free clinic in Pensacola, Florida, on February 18-19, 2017.

BACKGROUND:

Ms. JoAnn Vanfleteren, President of Ascendant Partnership is working with Remote Area Medical Clinic to bring a clinic to Escambia County in February 2017. Remote Area Medical provides medical care through mobile clinic events in underserved, isolated, or impoverished communities throughout the country. Remote Area Medical and medical volunteers from around the Gulf Coast will be providing free medical services to members of the community during the two-day clinic. There are no eligibility or insurance requirements.

BUDGETARY IMPACT:

Funding required to hold the free clinic event will be paid by Ascendant Partnership.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter to JoAnn Vanfleteren

Letter to Jack Brown

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P.O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

July 7, 2016

Ms. JoAnn Vanfleteren
Host Committee Chair
Remote Medical Clinic
101 South Palafox Place, # 1710
Pensacola, Florida 32502

RE: Approval to hold a free Remote Area Clinic in Pensacola, Florida

Dear Ms. Vanfleteren:

At the July 7, 2016 meeting, the Escambia County Board of Commissioners approved your request to hold a Remote Area Clinic in Escambia County on February 18-19, 2017.

It's our understanding that this Remote Area Clinic does not require a financial obligation by Escambia County and that all of the funding required to hold this event will be paid by Ascendant Partnership.

Thank you for providing free medical care to the residents of Escambia County. We wish you the best of luck with this endeavor.

Sincerely,

Grover C. Robinson, IV, Chairman
County Commissioner, District 4

June 24, 2016

Ascendant Partnership
101 South Palafox Place #1710
Pensacola, Florida 32502

Mr. Jack Brown
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Dear Mr. Brown,

Re: Request to be added to the July 7th Agenda Escambia County Commissioners

My name is JoAnn Vanfleteren and I am the President of Ascendant Partnership and working with Remote Area Medical Clinic to bring a Clinic to Escambia County in February 2017. I am writing to request to be added to the July 7th meeting agenda of Escambia County Commissioners.

Outlined below is a FREE Clinic which will provide medical services for those in need. In order to proceed a letter from the Escambia County Commissioners will be required for Remote Area Medical Clinic to provide services in Escambia County, Florida.

Thank you in advance for your time and consideration in supporting this project. We are looking forward to a great opportunity to serve those in need in our community, and would love to have your help in making it possible! Please feel free to contact us for any questions or further information.

Have a wonderful day!

Gratefully,

JoAnn Vanfleteren
Ascendant Partnership

EVENT

Remote Area Medical (RAM) Clinic
Proposed date: February 18-19, 2017
Location: To be determined.

CLINIC ORGANIZER

Ascendant Partnership, a non-profit in Escambia County is working alongside RAM to bring the Clinic to our area this February 2017 and will provide the co-ordination and promotion of the event.

WHAT IS RAM?

- Remote Area Medical provides medical care through mobile clinic events in underserved, isolated, or impoverished communities throughout the country.
- RAM's mission is to prevent pain and alleviate suffering by providing free, quality health care to those in need.

PURPOSE

- Remote Area Medical and medical volunteers from around the Gulf Coast will be providing FREE medical services to members of the community during this two-day clinic to the un- and under-employed and un- and under-insured individuals.
- There are no eligibility or insurance requirements.
- Access to free or reduced-cost follow-up care will be provided as well as information from numerous community resources.

SERVICES OFFERED

Patients are seen on a first come first serve basis; tickets will be passed out at 0300 and the doors to the clinic will open at 0600. Every patient may be seen for medical. Each patient may choose an additional service of either dental or vision; but not on the same day.

1) Dental Procedures
    a. Cleanings
    b. Fillings
    c. Extractions
2) Eye Exams
    a. Complete dilated eye exams
    b. Testing for glaucoma
    c. Testing for diabetic retinopathy
    d. Glasses made on site
3) Medical Services
    a. Breast exams
    b. Diabetes screenings
    c. General medical care
    d. Women's health and physicals

VOLUNTEERS

All medical providers, including doctors, nurse practitioners, registered nurses, dentists, dental assistants and hygienists, ophthalmologists, optometrists, opticians, paramedics, EMTs, mon-medical support personnel will all be volunteers from the local area. Clinic scope and size is:

- 150 medical professionals *per day*
- 100 volunteers from the public *per day*

PATIENT CAPACITY

- 800-900 patients per day

COMMUNITY IMPACT

The total value of anticipated patient care anticipated is between $230,000 - $400,000.

Co-ORDINATION OF PROVIDERS

To ensure the Remote Area Medical Clinic is a success, Ascendant Partnership will co-ordinate with the following organizations as well as other organizations that can support the mission of providing help to those in need:

- Department of Health in Escambia County
- Escambia County Community Clinics
- Sacred Heart Health System
- Baptist Health Care
- West Florida Hospital
- Woodlands Medical Specialists

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10444 **County Attorney's Report** **11. 1.**
BCC Regular Meeting **Action**
Meeting Date: 07/07/2016
Issue: Alternate Canvassing Board Appointment
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Alternate Canvassing Board Appointment

That the Board take the following action:

A. Rescind the Board's action dated December 10, 2015, appointing Commissioner Wilson B. Robertson as the alternate Canvassing Board Appointment; and

B. Authorize the Chairman to sign the attached letter to Chief Judge Linda L. Nobles respectfully requesting that she appoint to the 2016 Canvassing Board an alternate:

1. Patty Hightower; or

2. Jerry Boone

BACKGROUND:

Due to a conflict Commissioner Robertson is unable to serve as the alternate Canvassing Board Appointment and no other commissioner qualifies to be the 2016 Canvassing Board alternate.

Section 102.141(1)(d), Florida Statutes, establishes the composition of county canvassing boards, and includes a member of the county's Board of County Commissioners as part of the canvassing board. Section 102.141 also authorizes the Board to select another of its members to serve as an alternate. The alternate serves in place of the regular appointment any time the regular appointment is unavailable during canvassing. If another board member is disqualified from serving as an alternate, the Chief Judge of the Circuit Court shall name a qualified elector as an alternate. (A board member may be disqualified if he or she is a candidate or active participant in an election to be canvassed.) On behalf of the Escambia County Supervisor of Elections, the County Attorney is requesting that the board consider naming an alternate board member or discuss a method to forward potential non-board alternates to the Chief

Judge for consideration.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

BCC Dec 10, 2016 Minutes
Letter to Chief Judge

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

34. Taking the following action regarding the establishment of Escambia County Public Safety Academies, in conjunction with the Escambia County District School Board:

A. Amending the Board's action of September 24, 2015, CAR II-40, regarding the allocation of $50,000 to the Escambia County District School Board for the purpose of starting a Public Safety Academy, correcting the action to reflect the allocation of the same funds to the Escambia County Public Schools Foundation for Excellence, Inc., for the purpose of starting two (2) Career Academies, addressing the public safety demands of Escambia County; and

B. Authorizing the issuance of a Purchase Order to the Escambia County Public Schools Foundation for Excellence, Inc., in the amount of $50,000, for the establishment of both the Escambia County Criminal Justice Academy at Escambia High School and the Escambia County Fire Fighter Academy at Pine Forest High School, in the 2016-2017 School Year, with the monies to be distributed and advanced evenly between the two academies and the terms of use specified in the verbiage of the Purchase Order.

35. Taking the following action concerning an Alternate Canvassing Board Appointment (Funding Source: 001, General Fund, Cost Center 110101, Object Codes 54001/55501):

A. Appointing Commissioner Wilson B. Robertson, Vice Chairman, as the Alternate Canvassing Board Appointment, in case Commissioner Grover C. Robinson, IV, Chairman, has a conflict with his schedule and is unable to attend a Canvassing Board Meeting; and

B. Approving out-of-County travel for Commissioner Robertson to attend the 2016 Florida State Association of Supervisor of Elections Annual Canvassing Board Workshop in Orlando, Florida, on January 14, 2016.

Wilson B. Robertson
District 1

Douglas B. Underhill
District 2

Lumon J. May
District 3

Grover C. Robinson, IV
District 4

Steven Barry
District 5

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

Telephone: (850) 595-4902
Toll Free: (866) 730-9152
Telefax: (850) 595-4908
(Suncom): 695-4902

June 21, 2016

Honorable Linda L. Nobles
First Judicial Circuit Court
190 Governmental Center
Pensacola, Florida 32502

Re: 2016 Canvassing Board Appointment Alternate

Dear Judge Nobles:

Escambia County has determined that only one of its commissioners will be able to serve on the Escambia County Canvassing Board during the upcoming primary and general elections, and that no other Commissioner will be able to serve as an alternate member. Accordingly, pursuant to Section 102.141(1)(d), Florida Statutes, Escambia County is respectfully requesting that you appoint _____ to serve as an alternate member for the seat designated for a County Commissioner. If you concur, could you please forward your concurrence to me, as well as to David Stafford, Supervisor of Elections, and Alison Rogers, County Attorney.

Thank you for your attention and consideration on this matter.

Sincerely,

Commissioner Grover C. Robinson, IV
Chairman, District 4

cc: David Stafford, Supervisor of Elections
Alison Rogers, County Attorney

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10508 **County Attorney's Report** **11. 2.**
BCC Regular Meeting **Action**
Meeting Date: 07/07/2016
Issue: A Temporary Moratorium on Permitting Medical Marijuana Distribution Establishments
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling Two Public Hearings to Consider a Temporary Moratorium on Permitting Medical Marijuana Distribution Establishments

That the Board authorize the scheduling of the following Public Hearings for consideration of an ordinance placing a temporary moratorium on the permitting of Medical Marijuana Distribution Establishments so that County staff may analyze the impacts of medical marijuana distribution establishments on the County to evaluate potential Land Development Code, Comprehensive Plan, and/or Code of Ordinance amendments which may include, but are not limited to identification of appropriate locations for such land uses, if any, and determination of land use standards:

A. The first of two Public Hearings for Tuesday, July 19, 2016, at 5:38 p.m.; and

B. The second of two Public Hearings for Thursday, August 4, 2016, at 5:32 p.m.

BACKGROUND:

On June 16, 2016 the Board of County Commissioners directed Staff to prepare a temporary moratorium on the acceptance of applications for the processing of, and the issuance of development permits, site plan approvals or any other official action of Escambia County permitting or having the effect of permitting new medical marijuana distribution establishments which will allow time to review, study, hold public hearings, and prepare and adopt any necessary amendment or amendments to the Escambia County Land Development Code, Escambia County Comprehensive Plan, and/or the Escambia County Code of Ordinances to address this new and unique use.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Meredith D. Crawford will draft the moratorium Ordinance. The Ordinance will be advertised in the July 09, 2016, and the July 23, 2016, editions of the *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

ORDINANCE NO. 2016-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING FINDINGS; PROVIDING DEFINITION; ESTABLISHING A TEMPORARY MORATORIUM ON THE ISSUANCE OF PERMITS, SITE PLAN APPROVALS, OR ANY OTHER OFFICIAL ACTION OF ESCAMBIA COUNTY PERMITTING OR HAVING THE EFFECT OF PERMITTING MEDICAL MARIJUANA DISTRIBUTION ESTABLISHMENTS; PROVIDING FOR EXCEPTIONS; PROVIDING AN EFFECTIVE DATE AND DURATION; AND PROVIDING FOR SEVERALIBILITY.

WHEREAS, pursuant to Article VIII, Section 1(g), Florida Constitution, Section 125.01, Florida Statutes, the Board of County Commissioners is authorized to enact ordinances not inconsistent with general law and to establish zoning regulations as are necessary for the protection of the public; and

WHEREAS, the Board of County Commissioners determines that it is in the best interest of its residents, businesses and visitors to enact sufficient zoning regulations to ensure their health, safety and welfare; and

WHEREAS, medical marijuana distribution establishments are a new and unique use which is not currently addressed by the Escambia County zoning regulations; and

WHEREAS, Section 381.986(8)(a), Fla. Stat., preempts all matters regarding the regulation of the cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations to the State; and

WHEREAS, Section 381.986(8)(b), Fla. Stat., permits counties to "determine by ordinance the criteria for the number, location, and other permitting requirements that do not conflict with state law or department rule for all dispensing facilities of dispensing organizations located within the unincorporated areas of that county;" and

WHEREAS, a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, site plan approvals or any other official action of Escambia County permitting or having the effect of permitting new medical marijuana distribution establishments will allow time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the Escambia County Land Development Code, Escambia County Comprehensive Plan, and/or the Escambia County Code of Ordinances to address this new and unique use; and

DRAFT

WHEREAS, the Board of County Commissioners has directed County staff to draft a temporary moratorium of up to one year in order to analyze the impacts of medical marijuana distribution establishments on the unincorporated areas of Escambia County, to evaluate potential Land Development Code, Comprehensive Plan, and/or Code of Ordinances amendments which may include, but are not limited to, identification of appropriate locations for such land uses, if any, and determination of land use standards; and

WHEREAS, on June 16, 2016, the Board of County Commissioners directed staff to review and study medical marijuana distribution establishments and prepare any necessary amendments for the purpose of appropriately regulating medical marijuana distribution establishments, thereafter putting the public on notice that the County has implemented a course of action which may result in the regulation of medical marijuana distribution establishments, i.e., a determination of zoning-in-progress; and

WHEREAS, the Board of County Commissioners finds that it is essential to protect and preserve the public health, safety and welfare of the County and its citizenry, that it is in the County's best interest, and that it is consistent with the Comprehensive Plan and Land Development Code for the County to study and evaluate this new and unique use and to place a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, site plan approvals, or any other official action of Escambia County permitting or having the effect of permitting new medical marijuana distribution establishments in the unincorporated areas of Escambia County for a period of up to one year; and

WHEREAS, on _____a legal advertisement was placed in a newspaper of general circulation in the County notifying the public of this proposed Ordinance and of the public hearing to be held on _____ in the Board of County Commissioners' Chambers to be held at least seven days after the advertisement; and

WHEREAS, on _____ a second legal advertisement was placed in a newspaper of general circulation in the County notifying the public of this proposed Ordinance and of the public hearing to be held on _____ in the Board of County Commissioners' Chambers to be held at least five days after the second advertisement; and

WHEREAS, two public hearings were held pursuant to the published notices described above at which parties in interest and all others had the opportunity to be and were, in fact, heard regarding both the need for and potential negative impact resulting from permitting medical marijuana distribution establishments.

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

Section 1. The Board of County Commissioners adopts the foregoing findings.

Section 2. Purpose.

The purpose of this Ordinance is to enable Escambia County sufficient time to review, study, hold public hearings, and prepare and adopt any necessary amendments to the Escambia County Land Development Code, Escambia County Comprehensive Plan, and/or Escambia County Code of Ordinances, relating to the appropriate locations for medical marijuana distribution establishments, if any. During this _____ period, the County will not take any action on any application for development permit or issue any development order which has the effect of allowing or permitting the development of medical marijuana distribution establishments, except as provided in this Ordinance. It is not the purpose of this Ordinance to permanently deny any development orders and permits for other uses that are permitted by right or special use permit and that otherwise comply with all applicable codes, ordinances, regulations, and policies.

Section 3. Definition.

The following definitions apply to the following terms used in this Ordinance:

(a) “Dispensing Organization” means an organization approved by the State to cultivate, process, transport, and dispense low-THC cannabis or medical cannabis.

(b) “Low-THC cannabis” means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

(c) “Marijuana distribution establishment” means any facility where low-THC or medical cannabis is permitted to be dispensed by an approved dispensing organization pursuant to Section 381.986, Fla. Stat., and Florida Department of Health Rules.

(d) “Medical cannabis” means all parts of any plant of the genus *Cannabis,* whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in Florida Statutes 499.0295.

DRAFT

Section 4. Imposition of Temporary Moratorium.

Escambia County hereby imposes a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, site plan approvals or any other official action of Escambia County permitting or having the effect of permitting new medical marijuana distribution establishments, except as provided in this Ordinance.

Section 5. Duration of Moratorium

This temporary moratorium shall remain in effect for a period of _____ from and including the effective date of this Ordinance or until the effective date of an ordinance amending the zoning regulations to address medical marijuana and distribution establishments, which first occurs.

This moratorium imposed by this Ordinance shall automatically expire on _____, unless prior to such expiration, the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon adoption of amendments to the Land Development Code contemplated by the moratorium to prevent adverse off-site impacts and incompatibility of uses.

Section 6. Existing Businesses.

This temporary moratorium shall not affect any business lawfully operating within the unincorporated area of the County, as of the effective date of this Ordinance, pursuant to valid permits and approvals if in compliance with all applicable County, State, and Federal laws, codes, ordinances, rules, regulations, and policies.

Section 7. Alleviation of Hardship.

(a) The Board of County Commissioners may authorize exceptions to the temporary moratorium imposed by this Ordinance when it finds, based upon substantial competent evidence presented to it, that deferral of action on an application for development permit and the deferral of the issuance of a development order for the duration of the moratorium would impose an extraordinary hardship on a landowner or developer.

(b) A landowner, or developer with the consent of the landowner, shall file a request for an exception based upon extraordinary hardship with the County Administrator or designee, along with a fee of $500.00 to cover processing and advertising costs. The request shall include a recitation of the specific facts that are alleged to support the claim of extraordinary hardship and shall contain such other information as the County Administrator shall prescribe as

DRAFT

necessary for the Board of County Commissioners to be fully informed with respect to the application.

(c) Notice of the filing of a request for an exception, and the date, time and place of the hearing thereon shall be published once at least 10 calendar days prior to the hearing in a newspaper of general circulation within the limits of Escambia County, Florida.

(d) A public hearing on any request for an exception for extraordinary hardship shall be held by the Board of County Commissioners at the first regular meeting of the County Commission that occurs after the expiration of the period for publication of notice of the request for an exception.

(e) In reviewing an application for an exception based upon a claim of extraordinary hardship, the Board of County Commissioners shall consider the following criteria:

1) The extent to which the applicant has, prior to _____, 2016 received Escambia County permits or approvals for the proposed development.
2) The extent to which the applicant has, prior to _____, 2016, made a substantial expenditure of money or resources in reliance upon permits or other approvals of Escambia County directly associated with physical improvements on the land, such as grading, installation of utility infrastructure or any other public improvements.
3) Whether the applicant has, prior to _____, 2016, made contractual commitments in reliance upon permits or other approvals of Escambia County to complete the proposed development.
4) Whether the applicant has, prior to_____, 2016, in reliance upon permits or other approvals of Escambia County, incurred financial obligations to a lending institution which, despite a thorough review of alternative solutions, the applicant cannot meet unless development proceeds.
5) Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable investment backed expectation on the property.

Section 8. Severability

It is declared the intent of the Board of County Commissioners that if any section, subsection, sentence, clause, provision or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

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Section 9. Exclusion from the Code

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall not become part of the Code of Ordinances of Escambia County, Florida.

Section 10. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

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