

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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – January 19, 2017 – 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 Bergosh.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

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

A. Adopt the Proclamation joining other cities and counties throughout the State of Florida in proclaiming the third Friday of January 2017 as "Arbor Day" and encouraging the citizenry of Escambia County to plant, care for, and protect trees in an effort to promote and enhance the well-being of this and future generations;

B. Ratify the Proclamation dated January 9, 2017, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration – "Do not be silent about things that matter"; and

C. Ratify the Proclamation dated January 12, 2017, congratulating Mr. Jerome K. Chisolm on his retirement and commending him for his leadership at Escambia Charter School and for his service to the Community.

7. Retirement Proclamations.

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

A. Adopt the Proclamation commending and congratulating Delores Montgomery, Detention Assistant, Corrections Department, on 10 years of service;

B. Adopt the Proclamation commending and congratulating DeRhonda J. Vann, Master Corrections Officer, Corrections Department, on 24 years of service;

C. Ratify the Proclamation, dated October 17, 2016, commending and congratulating Walter F. Morgan, Maintenance Technician-Plumber, Facilities Management Department, on 34 years of service; and

D. Proclamation, dated November 7, 2016, commending and congratulating Sue H. Mayo, Accounting Technician, Corrections Department, on 18 years of service.

8. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

9. 5:31 p.m. Public Hearing for consideration of adopting a Resolution amending the Fiscal Year 2016-2017 Budget.

Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #036, in the amount of \$72,762,321, to recognize certain revenues and adjust fund balance estimates for the following funds: General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), M&A State Fund (106), Tourist Promotion Fund (108), Other Grants & Projects Fund (110), Detention/Jail Commissary Fund (111), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees (116), Perdido Key Beach Mouse Fund (117), SHIP Fund (120), Law Enforcement Trust (121), Escambia Affordable Housing (124), CDBG Entitlement Fund (129), Handicapped Parking Fund (130), Family Mediation Fund (131), Fire Protection Fund (143), E-911 Operations Fund (145), HUD-CDBG Housing Rehab (146), HUD Home Fund (147), Community Redevelopment Fund (151), Southwest Sector CRA Fund (152), Bob Sikes Toll Bridge Fund (167), Transportation Trust Fund (175), MSBU Assessment Fund (177), Master Drainage Basin Fund (181), FTA Capital Projects Fund (320), New Road Construction Fund (333), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspections Fund (406), EMS Fund (408), Civic Center Fund (409), and the Internal Service Fund (501), and to appropriate these funds accordingly.

10. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending provisions of the Escambia County Code of Ordinances Relating to Dangerous Dogs: Chapter 10, Article I, Section 10-3. - Definitions; Chapter 10, Article I, Section 10-14. - Dangerous or Vicious Animals; and Chapter 10, Article I, Section 10-23. - Penalties.

Recommendation: That the Board adopt an Ordinance amending Chapter 10, Article I, Section 10-3. - Definitions; Chapter 10, Article I, Section 10-14. - Dangerous or Vicious Animals; and Chapter 10, Article I, Section 10-23. - Penalties.

11. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the January 12, 2017, C/W Workshop:

A. Direct each Director to work with the Road Operations Department and Road Prison staff to set their own parameters with regard to geofencing, idling time, and speed, and when finalized, bring them back to the Board for final adoption at the Regular BCC Meeting on February 16, 2017 (C/W Item #3);

B. Approve to move the Pensacola Beach Fee Simple Federal Bills forward (C/W Item #4);

C. Direct staff to continue to move forward and finalize the analysis of the use of a cell phone-based technology that will enable a single reimbursement policy for "in and around travel," that is travel taking place inside Escambia County, in the conduct of every staff member's duties (C/W Item #5);

D. Indicate to the Legislature that the Board is looking for some type of pilot program that evaluates ways to reduce non-violent offenders, and approve establishing a task force that would evaluate this issue and bring back something more long-term (C/W Item #6); and

E. Authorize the Chairman to sign the letter to the Mayor and Pensacola City Council regarding Pensacola Energy's dealings with the local plumbing industry, with a date for response prior to the City/County Joint Meeting on January 30, 2017 (Commissioner Underhill's Add-On Item).

12. 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 October 2016 Returns Received in November 2016

That the Board amend, due to a scrivener's error, the Board's action of January 5, 2017, accepting, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2016 returns received in the month of November 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office, to correct the total collections for the month of October 2016 returns to \$710,342.21.

2. Recommendation Concerning Acceptance of TDT Collection Data for the November 2016 Returns Received in December 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2016 returns received in the month of December 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the third month of collections for the Fiscal Year 2017; total collections for the month of November 2016 returns was \$483,152.55; this is a 18.52% increase over the November 2015 returns; total collections year to date are 12.26% more than the comparable time frame in Fiscal Year 2016.

3. Recommendation Concerning Acceptance of the November 30, 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended November 30, 2016, as required by Ordinance Number 95-13; on November 30, 2016, the portfolio market value was \$244,988,085 and portfolio earnings totaled \$52,956 for the month; the short-term portfolio yield was 0.47%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.41%; the long-term CORE portfolio achieved a yield of 1.30%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.33%.

4. Recommendation Concerning Acceptance of the December 31, 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2016, as required by Ordinance Number 95-13; on December 31, 2016, the portfolio market value was \$302,619,350 and portfolio earnings totaled \$184,689 for the month; the short-term portfolio yield was 0.48%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.41%; the long-term CORE portfolio achieved a yield of 1.35%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.40%.

5. Recommendation Concerning Disposition of Records

That the Board approve *Records Disposition Document No. 633*, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 511 through 529), for the period September 9, 2014, through December 10, 2015, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and microfilmed.

6. Recommendation Concerning 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. A copy of the fully executed *Interlocal Agreement between the Green Corridor Property Assessment Clean Energy (PACE) District and Escambia County*, which was approved by the Board on July 23, 2015; and

B. A copy of the fully executed State of Florida, Division of Emergency Management, State Homeland Security Grant Program, Grant Award, Grant Number EMW-2015-SS00083-S01, which was approved by the Board on November 15, 2015.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 8, 2016;

B. Approve the Minutes of the Regular Board Meeting held December 8, 2016; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 15, 2016.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-04.

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance amending the 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 (FLU) map, changing the FLU category of four contiguous parcels; changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-000-002 totaling 14.78 (+/-) acres, located at 1800 St Mary Street, from Mixed-Use Urban (MU-U) to Public (P); changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-000-009 totaling 1.72 (+/-) acres, located at 2816 N Pace Boulevard, from Mixed-Use Urban (MU-U) to Public (P); changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-002-001 totaling 12.38 (+/-) acres, located at 3080 N Pace Boulevard, from Commercial (C) to Public (P); and changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-003-001 totaling 0.22 (+/-) acres, located at 1807 W Fairfield Drive, from Commercial (C) to Public (P); all parcels totaling 29.3 (+/-) acres.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

February 2, 2017

5:45 p.m. - A Public Hearing - Operational Permit: Concrete Recycling Facility - McDirt Concrete Recycling Facility

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, Director - Florida Department of Health-Escambia

That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County, declare surplus, and authorize the disposition of the asset shown in the list provided. The asset listed is a County asset held and utilized by the Florida Department of Health in Escambia County.

2. Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the Updated Brownsville Redevelopment Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following January 19, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, February 16, 2017, at 5:31 p.m., to consider adoption of the updated Brownsville Redevelopment Plan, as requested by the Community Redevelopment Agency.

3. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, December 8, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the December 8, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

4. Recommendation Concerning Appointments to the CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) Board of Directors - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action:

A. Confirm the appointment of Arthur Searcy, Agent/Owner of State Farm Insurance, to the CareerSource Escarosa (formerly Workforce Escarosa, Inc.) Board of Directors, as a private sector representative, to serve as a replacement for Van Mansker, effective January 19, 2017, through July 9, 2020. Mr. Mansker resigned on April 30, 2016, as a private sector representative to the board. Mr. Mansker's term was to expire July 10, 2018; however, CareerSource Escarosa is requesting that Mr. Searcy's term be effective January 19, 2017, and extended through July 9, 2020; and

B. Confirm the appointment of Kristine Rushing, COO, Risk Consultant, Beck Partners, to the CareerSource Escarosa (formerly Workforce Escarosa, Inc.) Board of Directors, as a private sector representative, to serve as a replacement for Scott Ginnetti, effective January 19, 2017, through July 9, 2020. Mr. Ginnetti resigned on June 2, 2016, as a private sector representative to the board. Mr. Ginnetti's term was to expire July 10, 2018; however, CareerSource Escarosa is requesting that Ms. Rushing's term be effective January 19, 2017, and extended through July 9, 2020.

The above requests will allow for compliance with CareerSource Escarosa Board of Director's By-Laws regarding Board representation and terms.

5. Recommendation Concerning a Reappointment to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board confirm the reappointment of Ann C. Brooks, the Mayoral appointee from the Town of Century, to the Escambia County Mass Transit Advisory Committee (MTAC). The term of the reappointment is effective retro actively, December 19, 2016, and shall run concurrent with the term of the current Mayor of Century, Henry Hawkins.

Resolution Number 2009-202, adopted by the Board of County Commissioners (BCC) on October 1, 2009, established the MTAC Committee and detailed the requirements thereof, which, among other components, stated that the Committee shall consist of 14 members, one of whom shall be appointed by the Mayor of the Town of Century. Ms. Ann C. Brooks is the representative for the Mayor of Century, Mr. Henry Hawkins.

6. Recommendation Concerning the Federal Transit Administration Fiscal Year 2017 Annual Certifications and Assurances for Escambia County - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2017 Annual Certifications and Assurances for Escambia County:

A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2017 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

B. Ratify the Assistant County Attorney's signature, dated December 20, 2016, on the Affirmation of Applicant's Attorney declaration on the FTA Fiscal Year 2017 Certifications and Assurances for the Federal Transit Administration Programs.

7. Recommendation Concerning the First Amendment to the Lease Agreement between Escambia County and the Wildlife Sanctuary of Northwest Florida, Inc. - David W. Wheeler, CFM, Director, Facilities Management

That the Board approve and authorize the Chairman to sign the First Amendment to the Lease Agreement between Escambia County and Wildlife Sanctuary of Northwest, Florida (Wildlife Sanctuary) for the property located at 105 North "S" Street, Pensacola, Florida 32505.

8. Recommendation Concerning the Escambia County Grants Management Handbook - Amy Lovoy, Assistant County Administrator

That the Board adopt the Escambia County Grants Management Handbook as the official guidelines for staff to coordinate the grants administration processes.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Copier Lease with RJ Young, Inc., Company for the Escambia County Road Prison, Inc. - Jack R. Brown, County Administrator

That the Board award a Purchase Order for a 60-month lease for two Ricoh Model 4504 copiers to RJ Young Company, Inc., for the Escambia County Road Prison, for an annual amount of \$3,294.24, plus charges for copies made over the 10,000 black and white allotment and 500 color allotment, at a rate of \$0.0059 for black and white and \$0.045 for color, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106-Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290202, Care and Custody, Object Code 54401, Rental and Leases]

2. Recommendation Concerning the Assignment of Agreement for PD 13-14.048, Correctional Department Uniforms - Jack R. Brown, County Administrator

That the Board take the following action:

A. Approve and authorize the Chairman to sign the Assignment of Agreement for Escambia County Correctional Department Uniforms among Escambia County, Azar's Uniforms, Inc., and Galls, LLC, providing for an administrative modification to PD 13-14.048, to assign all rights, duties, and obligations under the Agreement to Galls, LLC, for the remainder of the term of the Agreement through June 26, 2019; and

B. Approve and authorize the County Administrator to execute a Purchase Order in excess of \$50,000 to Galls, LLC. This Purchase Order will be for \$68,800 and will provide for the uniforms needed at the Escambia County Jail for the remainder of Fiscal Year 2017.

[Funding Source: Fund 001, General Fund, Cost Center 290401, Object Code 55201]

3. Recommendation Concerning a Change Order in Excess of \$50,000 to the Santa Rosa County Sheriff's Office for the Housing of Inmates from the Escambia County Jail - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to execute the following Change Order 4, in excess of \$50,000, adding funds for inmate housing in Santa Rosa County for Escambia County Jail Inmates:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$1,290,310
Vendor:	Santa Rosa County Sheriff's Office
Purchase Order:	141347
Change Order:	4
Original Award Amount:	\$2,828,750
Cumulative Amount of Change Orders Through This Change Order:	\$2,999,040
New Purchase Order Total:	\$5,827,790

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

4. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following January 19, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 314 South Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Carco Properties, Inc., owner of commercial property located at 314 South Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$1,335, representing an in-kind match through the Neighborhood Enterprise Division (NED), 2013 CDBG Cost Center 370218, parking lot improvement:

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

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

That the Board ratify the following January 19, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Errol Fogarty, owner of residential property located at 406 East Sunset Avenue, Warrington Redevelopment District, each in the amount of \$2,420, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;

2. The Agreements between Escambia County CRA and Leigh A. Graham, owner of residential property located at 111 Payne Road, Warrington Redevelopment District, each in the amount of \$1,400, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

3. The Agreements between Escambia County CRA and Heather I. Malone, owner of residential property located at 208 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,495, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

4. The Agreements between Escambia County CRA and Verlon L. Trozal, owner of residential property located at 415 Greve Road, Warrington Redevelopment District, each in the amount of \$1,592, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection; and

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

6. Recommendation Concerning the Low Income Direct Emergency Assistance Program Agreement Amendment - Tonya Gant, Neighborhood and Human Services Department Director

That the Board take the following action:

A. Approve the Amendment of Agreement for Low Income Direct Emergency Assistance Program for the contract year to coincide with the County's Fiscal Year of October 1, 2016, through September 30, 2017; and

B. Authorize the issuance of a Purchase Order, in the amount of \$55,000, for Fiscal Year 2016-2017 to Escarosa Coalition on the Homeless (ECOH), Inc., for program implementation. These funds were budgeted for the 2016-2017 budget cycle.

7. Recommendation Concerning the Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc. - Tim Tolbert, Building Official/Building Services Department Director

That the Board take the following action concerning the Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc.:

A. Approve the Agreement, which provides the terms and conditions whereby the County agrees to contribute for the County's current Fiscal Year 2016/2017 the sum of \$25,000 to the Humane Society of Pensacola, Florida, Inc., to fund spay and neuter services; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 001, General Fund, Cost Center 250205, Account 58201]

8. Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Michael E. Rhodes, Parks and Recreation Director

That the Board approve the reallocation of funds from the Capital Improvement Program – Park Development Project to fund other priority projects, totaling \$360,000, as follows:

TO:

Description	District	Amount	Description of Project
Brosnaham Athletic Park	5	\$230,000	The addition of one regulation-sized soccer field to this park will provide extra field space to facilitate local youth recreation sports programming, county-operated adult sports programming, along with special events and/or tournaments.
Old Ensley School Park	3	\$80,000	Installation of a new walking track and basketball court to enhance the existing amenities at Old Ensley School Park.
Walnut Hill Community Center and Park	5	\$50,000	Installation of a new pavilion to enhance the existing amenities at Walnut Hill Community Center and Park.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 350229]

9. Recommendation Concerning a License Agreement for Access to International Paper Company Property for Surveying to Obtain a Legal Description - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action regarding the International Paper Company License Agreement for access to International Paper Company property for surveying to obtain a legal description:

- A. Approve the International Paper Company License Agreement, granting Escambia County permission to enter and use the surface of certain property situated in Escambia County, Florida, described in "Exhibit A" of the Agreement, for the purpose of surveying to obtain a legal description; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 401, Solid Waste, Cost Center 230304, Object Code 54901]

10. Recommendation Concerning a Change Order to the Purchase Order for Bosso's Uniform Company, Inc.- Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #2, to Bosso's Uniform Company, Inc., for the purchase for service jackets for all Emergency Medical Service staff:

Department:	Public Safety Department
Division:	EMS
Type:	Addition
Amount:	\$7,892.50
Vendor:	Bosso's Uniform Company, Inc.
Project Name:	N/A
Purchase Order Number:	170220
Change Order Number:	2
Cost Center for Change Order:	330302
Original Purchase Order Amount:	\$60,000.00
Cumulative Amount of Change Orders through this Change Order:	\$12,692.50
New Purchase Order Total:	\$72,692.50

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

11. Recommendation Concerning Traffic Restrictions - Truck Prohibition on Enon School Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Traffic Restrictions - Truck Prohibition on Enon School Road:

A. Adopt a Resolution establishing a vehicle weight restriction on Enon School Road from South Pineville Road to Highway 97A - no trucks in excess of 10,500 pounds gross vehicle weight, except trucks servicing or having business within the described area; and

B. Authorize the Chairman to sign the Resolution.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, and Account Code 53401]

12. Recommendation Concerning Supplemental Budget Amendment #046 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #046, FTA Capital Projects Fund (320), in the amount of \$614,819, to recognize proceeds from the Federal Transit Administration (FTA), to appropriate these funds to replace one large 30' bus, purchase new benches, and bus amenity upgrades. Florida toll revenue credits will be used as a soft match for the required \$153,705 for all capital related items.

13. Recommendation Concerning Supplemental Budget Amendment #045 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #045, HUD HOME Fund (147), in the amount of \$4,909, to recognize additional Grant proceeds from the U.S. Department of Housing and Urban Development, and to appropriate these additional funds into the current Fiscal Year 2017 Budget to be used for administration of the grant and housing and rehabilitation activities in Escambia County, Santa Rosa County, and the City of Pensacola.

14. Recommendation Concerning Supplemental Budget Amendment #044 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #044, Other Grants and Projects Fund (110), in the amount of \$49,789, to recognize the Fiscal Year 2016 State Homeland Security Grant from the Florida Division of Emergency Management (FDEM), and to appropriate these funds purchase safety hazard equipment and for Hazmat training to be used by the Hazardous Materials Response Team.

15. Recommendation Concerning Contract Award for Re-Bid II Road Department
Grapple – Boom Type Loader Body - Claudia Simmons, Manager, Office of
Purchasing

That the Board approve and authorize the County Administrator to award a Contract to JLM Equipment, Inc., per the terms and conditions of PD 16-17.015, Re-Bid II Road Department Grapple - Boom Type Loader Body, based on the lowest bid of \$55,236.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

16. Recommendation Concerning PD 16-17.010, Muscogee Road (CR297A and
US 29) Widening and Drainage Improvements - Claudia Simmons, Manager,
Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Roads Inc. of NWF, per the terms and conditions of PD 16-17.010, Muscogee Road (CR297A and US 29) Widening and Drainage Improvements, in the amount of \$1,790,010.68.

[Funding: Fund 352, LOST III, Cost Center 210114, Object Code 56301, Project Number 15EN3285]

17. Recommendation Concerning Contract for Clean-up of Parks and Boat Ramps - Claudia Simmons, Manager, Office of Purchasing

That the Board award and authorize the Chairman to sign the Agreement for Maintenance of County Parks and Boat Ramps between Escambia County, Florida, and Keep Pensacola Beautiful, Inc., per the terms and conditions of PD 16-17.008, for Clean-up of Parks and Boat Ramps, in the estimated annual amount of \$150,150, for a term of 12 months with two options for 12-month extensions, for a total of 36 months, for the County Parks and Recreation Department.

[Funding: Fund 001, General Fund, Cost Center 350226, Parks Maintenance \$36,686; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge \$10,296; Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramp O&M \$5,148; and Fund 352, LOST III, Cost Center 350229, Parks Projects \$98,020]

18. Recommendation Concerning the Florida Department of Environmental Protection Voluntary Cleanup Tax Credit Application and Affidavit for Escambia County 2016, Relating to County-Owned Property at 603 West Romana Street - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the Florida Department of Environmental Protection Voluntary Cleanup Tax Credit Application and Affidavit for Escambia County 2016, relating to County-owned property at 603 West Romana Street:

A. Approve the Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit (VCTC) Application and Affidavit for Escambia County 2016, relating to County-owned property at 603 West Romana Street where the County is eligible to receive \$200,124.33 in tax credits; and

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

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

19. Recommendation Concerning Supplemental Budget Amendment #49
Recognizing Anticipated Proceeds from the Federal Emergency Management
Agency and the State of Florida for the Construction of the New Jail Facility -
Amy Lovoy, Assistant County Administrator

That the Board adopt the Resolution approving Supplemental Budget Amendment #49, Local Option Sales Tax III Fund (352), in the amount of \$48,488,632, to recognize the proceeds of project worksheet 1006 from the Federal Emergency Management Agency (FEMA) and the State of Florida and to appropriate these funds for the construction of the jail project.

III. For Discussion

1. Recommendation Concerning Pensacola Escambia County Promotion & Development Commission Funding for Fiscal Year 2016/2017 - Amy Lovoy, Assistant County Administrator

That the Board discuss the request from the FloridaWest Chief Executive Officer for both the second quarter funding draw (\$137,500) for the Pensacola-Escambia Development Commission (PEDC) and for funding for the remainder of the Fiscal Year (\$412,500).

[Funding Source: Fund 102, Economic Development Fund, Cost Center 360704]

2. Recommendation Concerning the Tourist Development Council - Jack R. Brown, County Administrator

That the Board take the following action concerning the Tourist Development Council:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Nan Harper to the Tourist Development Council (TDC), for a four-year term, effective retroactively January 6, 2017, through January 5, 2021, as an "Interested in Tourism" appointee; or

B. Appoint James Campbell to the Tourist Development Council, for a four-year term, effective January 19, 2017, through January 18, 2021, as an "Interested in Tourism" appointee.

Ms. Harper is the only citizen who responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from November 3, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" representative on the TDC.

The Board voted to drop the Recommendation to reappoint Ms. Harper to the TDC that was submitted for the December 8, 2016, BCC Agenda and directed staff to re-advertise for volunteers to be considered for the appointment. Mr. Campbell responded to the General Alert that was posted on the County's Website, from December 13, 2016, to December 27, 2016. He indicated in his email that he would like to be considered for appointment to the Tourist Development Council (TDC) as well as the Pensacola-Escambia Development Council.

3. Recommendation Concerning a Reappointment to the Pensacola-Escambia Development Commission - Jack R. Brown, County Administrator

That the Board take the following action concerning the Pensacola-Escambia Development Commission:

A. Waive the Board's Policy, Section I, Part B 1.(D), Appointment Policy and Procedures, and reappoint M. Blaise Adams to the Pensacola-Escambia Development Commission (PEDC), for a two-year term, effective retroactively January 3, 2017, through January 2, 2019; or

B. Appoint one of the following citizens to the PEDC, for a two-year term, effective January 19, 2017, through January 18, 2019:

1. Adam D. Principle;
2. James Campbell;
3. William "Bill Fetke; or
4. Ronald D. Rivera.

Escambia County's Community and Media Relations Office posted a General Alert on the County's website from November 2, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment to the PEDC. Mr. Adams is the only citizen who responded to the General Alert.

The Board voted to drop the Recommendation to reappoint Mr. Adams to the PEDC that was submitted for the December 8, 2016, BCC Agenda and directed staff to re-advertise for volunteers to be considered for the appointment. Mr. Principle, Mr. Campbell, Mr. Fetke, and Mr. Rivera responded to the General Alert that was posted on the County's Website, from December 13, 2016, to December 27, 2016.

Mr. Campbell indicated in his email that he would like to be considered for appointment to the Tourist Development Council as well as the Pensacola-Escambia Development Council.

4. Recommendation Concerning McNeal and Thompson Dirt Road Paving - Claudia Simmons, Manager, Office of Purchasing

That the Board choose from the following options:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roberson Excavation, Inc., per the terms and conditions of PD 16-17.001, McNeal and Thompson Dirt Road Paving, in the amount of \$2,143,727.12;

OR

B. Reject all bids for PD 16-17.001, McNeal and Thompson Dirt Road Paving, and authorize staff to re-solicit this project;

OR

C. Find Roberson Excavation, Inc., a non-responsible bidder for being "charged by a court of competent jurisdiction with the commission of a criminal offense" and award the contract for PD 16-17.001 to the next applicable low bidder whose costs will be \$2,262,646.66;

NOTE: The next low bidder is not local and the subsequent bidder qualifies for a local preference under County Ordinance 2016-9. The local vendor will therefore be given the opportunity to match the bid of the non-local vendor.

OR

D. Authorize staff to utilize the General Paving and Drainage Agreement with the low cost vendor, Roads Inc. of NWFL at a combined cost of \$1,823,618.32;

NOTE: A contractor has the option to accept the job at the prices listed on the General Paving and Drainage Agreement. Roads Inc. of NWFL submitted a bid for \$2,322,353.61 on this project and is the local vendor who will be given the opportunity to match the \$2,262,646.66 low bid.

AND/OR

E. Suspend Roberson Excavation, Inc., from contracting with Escambia County to provide any goods or services, as allowed under Section 46-102 of the Escambia County Code of Ordinances, for being "charged by a court of competent jurisdiction with the commission of a criminal offense."

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0068]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning a Resolution Authorizing Participation in a Joint Public Meeting

That the Board adopt a Resolution authorizing participation in a joint public meeting on or about January 30, 2017, with the City Council of the City of Pensacola.

II. For Discussion

1. Recommendation Concerning McDonald Property Tenants

The terms of the sales contract for the McDonald property called for closing on January 13, 2017. The County Attorney requests direction from the Board concerning the tenants remaining on the premises.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11602

Proclamations 6.

BCC Regular Meeting

Meeting Date: 01/19/2017

Issue: Adoption/Ratification of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

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

A. Adopt the Proclamation joining other cities and counties throughout the State of Florida in proclaiming the third Friday of January 2017 as "Arbor Day" and encouraging the citizenry of Escambia County to plant, care for, and protect trees in an effort to promote and enhance the well-being of this and future generations;

B. Ratify the Proclamation dated January 9, 2017, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration – "Do not be silent about things that matter"; and

C. Ratify the Proclamation dated January 12, 2017, congratulating Mr. Jerome K. Chisolm on his retirement and commending him for his leadership at Escambia Charter School and for his service to the Community.

BACKGROUND:

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations. Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, the celebration of "Arbor Day" is an annual observance throughout the nation and world that represents an opportunity to take positive action to learn about trees and their role in our community through the promotion of proper tree planting and care; and

WHEREAS, Arbor Day is an opportunity to celebrate life and its interconnectedness with our environment, for neighbors to join together for the benefit of all, for communities to reach across barriers of income, geography, culture and politics to work for the common good; and

WHEREAS, certain existing trees are preserved and protected for today's residents and future generations; and

WHEREAS, Escambia County recognizes that trees provide social, environmental, and economic benefits to our community by altering our environment through moderating climate, improving air quality, reducing stormwater runoff, and sheltering wildlife; and

WHEREAS, trees provide fuel, beautify our community, render screening and privacy, and reduce noise pollution and glare; and

WHEREAS, trees decrease energy cost, provide building materials, increase property values and enhance the economic vitality of business areas in which they are planted.

NOW, THEREFORE, BE IT PROCLAIMED, that the Escambia Board of County Commissioners, joins other cities and counties throughout the State of Florida in proclaiming the third Friday of January 2017 as

"Arbor Day"

BE IT FUTHER PROCLAIMED, the Board encourages the citizenry of Escambia County to plant, care for, and protect trees in an effort to promote and enhance the well-being of this and future generations.

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

Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: January 19, 2017

PROCLAMATION

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

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

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

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

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

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, encourages all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration – "Do not be silent about things that matter."

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



Douglas Underhill, Chairman, District Two

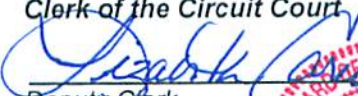
Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

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



Deputy Clerk

Dated: January 9, 2017



PROCLAMATION

WHEREAS, Mr. Jerome K. Chisolm is retiring from the Escambia Charter School after serving from 1995 to 2001 as a teacher and from 2001 to December 2016 as Principal; and

WHEREAS, Mr. Chisolm began his tenure at Escambia Charter School as a teacher and taught World History, U.S. History, and Humanities; and

WHEREAS, while a teacher, Mr. Chisolm developed and implemented core curriculum and class-appropriate lesson plans for students with diverse learning needs. He evaluated students and provided parents feedback on student academic successes and limitations; and

WHEREAS, Mr. Chisolm was the Assistant Coach for the Boys Basketball Team; and

WHEREAS, as Principal, Mr. Chisolm provided leadership and supervision in the areas of instruction, staff development, staff evaluation, and data analysis. He controlled operations, funds, and expenditures for 120 at-risk students and 15 employees; and


WHEREAS, Mr. Chisolm implemented the Curriculum Master Schedule and coordinated annual ASVAB testing for graduating students pursuing military careers. He developed and implemented an after school tutorial program and created a dual track vocational program for qualified students; and

WHEREAS, under the leadership of Mr. Chisolm, the Escambia Charter School was acknowledged and received an award in November 2016 as one of two Charter Schools to continually operate in the State of Florida for the past 20 years, and in April 2013 the school received a \$10,000 award as one of the National Winners of the 2013 Make A Difference Day Program; and

WHEREAS, as a positive role model, Mr. Chisolm mentored many at-risk young men and women of Escambia County and encouraged them to be their best and achieve their goals.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, congratulates Mr. Jerome K. Chisolm on his retirement and commends him for his leadership at Escambia Charter School and for his service to the community.

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



Douglas Underhill, Chairman, District Two

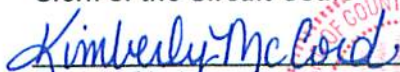
Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

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



Deputy Clerk



Dated: January 12, 2017



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11580

Proclamations 7.

BCC Regular Meeting

Meeting Date: 01/19/2017

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 retirement Proclamations:

- A. Adopt the Proclamation commending and congratulating Delores Montgomery, Detention Assistant, Corrections Department, on 10 years of service;
- B. Adopt the Proclamation commending and congratulating DeRhonda J. Vann, Master Corrections Officer, Corrections Department, on 24 years of service;
- C. Ratify the Proclamation, dated October 17, 2016, commending and congratulating Walter F. Morgan, Maintenance Technician-Plumber, Facilities Management Department, on 34 years of service; and
- D. Proclamation, dated November 7, 2016, commending and congratulating Sue H. Mayo, Accounting Technician, Corrections Department, on 18 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 011917

PROCLAMATION

WHEREAS, Delores Montgomery worked as a County employee very faithfully for 10 years, retiring as a Detention Assistant with the Corrections Department, Jail Division; and

WHEREAS, Delores Montgomery has been an invaluable member of the Corrections team since May of 2006, when she accepted a position with the Corrections Department and was a true asset to the agency; and

WHEREAS, Delores Montgomery 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, Delores Montgomery must be commended for her professional and personal dedication and service to the Corrections Department; and

WHEREAS, Delores Montgomery 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 Delores Montgomery on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Delores Montgomery for 10 years of faithful and dedicated service as a County employee.

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

D.B. Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: January 19, 2017

PROCLAMATION

WHEREAS, DeRhonda J. Vann worked as a County employee very faithfully for 24 years, retiring as a Master Corrections Officer with the Corrections Department, Jail Division; and

WHEREAS, DeRhonda J. Vann has been an invaluable member of the Corrections team since March 30, 1992, when she accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency; and

WHEREAS, DeRhonda J. Vann 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, DeRhonda J. Vann must be commended for her professional and personal dedication and service to the Corrections Department; and

WHEREAS, DeRhonda J. Vann 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 DeRhonda J. Vann on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to DeRhonda J. Vann for 24 years of faithful and dedicated service as a County employee.

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

D. B. Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: January 19, 2017

PROCLAMATION

WHEREAS, Walter F. Morgan has served Escambia County, Florida as an employee of the Board of County Commissioners very faithfully for 34 years, retiring as a Maintenance Technician-Plumber, Facilities Management Department, Maintenance Division; and

WHEREAS, Mr. Morgan was hired in September 1982 as a Plumber II in the Facilities Management Department. During his 34 years of service to the citizens of Escambia County, he continuously impressed his supervisors by going well beyond what was expected of him; and

WHEREAS, Through the years to follow, Mr. Morgan earned the praise and respect from all those he came in contact with. Known as the "expert" on all plumbing components related to all County facilities, Mr. Morgan was routinely called upon, day or night, to assist in all matters related to keeping critical facilities plumbing systems operational at all times; and

WHEREAS, As the Maintenance Technician-Plumber, Mr. Morgan always took the initiative to be the first to respond to any emergency situation or major catastrophic event; and

WHEREAS, Mr. Morgan has earned numerous accolades throughout his career from Constitutional Officers, County Administrators, Department Directors, and fellow employees for his untiring work ethic, professionalism, and unwavering commitment to his public service and our citizens of Escambia County; and

WHEREAS, Mr. Morgan was selected as the County's Employee of the Month for September 1999 and Facilities Management's Employee of the Month for March 2009 "Superb Communicator".

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 Walter F. Morgan on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Walter F. Morgan for 34 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: October 17, 2016

PROCLAMATION

WHEREAS, Sue H. Mayo has faithfully served Escambia County, Florida as an employee of the Board of County Commissioners very faithfully for over 18 years, retiring as an Accounting Technician, Corrections Department, Community Corrections Division; and

WHEREAS, Mrs. Mayo began her employment in August 1998 as an Office Assistant III-Accounting, in Community Corrections. She continuously impressed her supervisors by going well beyond what was expected of her; and

WHEREAS, Mrs. Mayo earned praise and respect from those she came in contact with and is known for her outstanding attention to detail; and


WHEREAS, In 2007, Mrs. Mayo was promoted to Accounting Technician and was responsible for the accounts in Community Corrections; and

WHEREAS, Mrs. Mayo must be commended for her 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 Sue H. Mayo on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Sue H. Mayo for over 18 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: November 7, 2016





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11573

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 01/19/2017

Issue: 5:31 p.m. Public Hearing concerning Supplemental Budget Amendment #036 – Fund Balance Carry-forwards

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a Resolution amending the Fiscal Year 2016-2017 Budget.

Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #036, in the amount of \$72,762,321, to recognize certain revenues and adjust fund balance estimates for the following funds: General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), M&A State Fund (106), Tourist Promotion Fund (108), Other Grants & Projects Fund (110), Detention/Jail Commissary Fund (111), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees (116), Perdido Key Beach Mouse Fund (117), SHIP Fund (120), Law Enforcement Trust (121), Escambia Affordable Housing (124), CDBG Entitlement Fund (129), Handicapped Parking Fund (130), Family Mediation Fund (131), Fire Protection Fund (143), E-911 Operations Fund (145), HUD-CDBG Housing Rehab (146), HUD Home Fund (147), Community Redevelopment Fund (151), Southwest Sector CRA Fund (152), Bob Sikes Toll Bridge Fund (167), Transportation Trust Fund (175), MSBU Assessment Fund (177), Master Drainage Basin Fund (181), FTA Capital Projects Fund (320), New Road Construction Fund (333), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspections Fund (406), EMS Fund (408), Civic Center Fund (409), and the Internal Service Fund (501), and to appropriate these funds accordingly.

BACKGROUND:

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

New allocations from the fund balance for the General Fund (001) include an allocation of \$3,500,000 to Reserves for Contingency and \$2,491,580 to Reserves for Operating (a

portion of these funds will be reallocated later for capital equipment replacement). In the Economic Development Fund there is an allocation of \$434,827 to Reserves. In the Code Enforcement Fund (103) there is an allocation of \$284,052 to Reserves. In the Tourist Development Fund (108) there are available funds for allocation in the amount of \$2,485,998, a \$485,296 reserve allocation for the FY18/19 TDT Revenue Bond Payment, and a \$550,000 allocation to Reserves. In the Local Option Sales Tax III Fund (352) there are funding adjustments of \$9,299,276 to various LOST Projects. The appropriate backup is also provided for additional funding allocations.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#036

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

**Resolution Number
R2017-**

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

WHEREAS, the County wishes to amend the FY 16-17 Annual Budget to recognize actual fund balance carry-forwards and to appropriate these funds for the current fiscal year.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

General Fund	1
Escambia County Restricted	101
Economic Development Fund	102
Code Enforcement	103
M & A State Funds	106
Tourist Promotion	108
Other Grants & Projects	110
Detention/Jail Commissary	111
Library Fund	113
Misdemeanor Probation	114
Article V	115
Development Review Fees	116
Perdido Key Beach Mouse	117
SHIP Fund	120
Law Enforcement Trust	121
Escambia Affordable Housing	124
CDBG Entitlement Fund	129
Handicapped Parking	130
Family Mediation	131
Fire Protection	143
E-911	145
HUD-CDBG Housing Rehab	146
HUD Home Fund	147
Community Redevelopment	151
Southwest Sector CRA	152
Bob Sikes Toll Bridge	167
Transportation Trust	175
MSBU Assessment	177
Master Drainage Basin Funds	181
FTA Capital Project Funds	320
New Road Construction	333
Local Option Sales Tax III	352
Solid Waste Fund	401
Building Inspections	406
EMS	408
Civic Center	409
Internal Service Fund	501
Fund Name	Fund Number

Revenue Title	Fund Number	Account Code	Amount
Fund Balance	1	389901	3,691,580
Transfers from Fund 103	1	381103	500,000
Transfers from F-501	1	381501	1,260,695
Estimated Fund Balance	101	389901	1,421,640
Rents-Parks Comm Ctrs	101	362009	6,000
Less 5% Receipts	101	389905	(300)
Fund Balance	102	389901	434,827
Transfers from F-501	103	381501	9,045
Fund Balance	103	389901	884,052
Fund Balance	106	389901	34,568
Transfers from F-501	108	381501	3,597
Fund Balance	108	389901	3,521,294
BP Oil Spill Grant	108	334515	35,264
Transfers from F-501	110	381501	3,340
Fund Balance	110	389901	72,713
Drug Courts Emergency Funds-Donation	110	366194	122,029

FL Boating Improvement (Vessel Reg)	110	334704	189,297
EMS County Award	110	334221	1,133
Drug Abuse Trust Fund	110	331617	16,389
Glynn Key Private Donation	110	331305	7,979
Forensic Mental Health	110	334602	5,409
Hazardous Materials Plan #12CP0301270118	110	334244	19,614
JAG Grant (2015DJBX0575)	110	331282	633
JAG Grant (2014DJBX0596)	110	331281	5,033
Fund Balance	111	389901	2,156,063
Transfers from F-501	113	381501	16,386
Library Donations	113	366219	57,780
Fund Balance	113	389901	2,398,971
MOMS/ FL Humanities Grant Balance	113	366009	650
Transfers from F-501	114	381501	16,546
Fund Balance	114	389901	2,672,049
Fund Balance	115	389901	2,927,939
Transfers from F-501	116	381501	6,892
Fund Balance	116	389901	897,851
Fund Balance	117	389901	364,677
Transfers from F-501	120	381501	115
Fund Balance	121	389901	426,814
Fund Balance	124	389901	43,384
Transfers from F-501	129	381501	1,875
Fund Balance	130	389901	298,637
Fund Balance	131	389901	23,627
Transfers from F-501	143	381501	21,631
Fund Balance	143	389901	313,402
Fund Balance	145	389901	735,991
Fund Balance	146	389901	59,159
Transfers from F-501	147	381501	88
Transfers from F-501	151	381501	5,929
Fund Balance	151	389901	2,355,794
Sorrento Trip Program	152	334440	791,090
Fund Balance	152	389901	657,181
Transfers from F-501	167	381501	3,598
Fund Balance	167	389901	(20,669)
Transfers from F-501	175	381501	112,522
Transfers from Fund 001	175	381001	(2,000,000)
Transfers from Fund 401	175	381401	(55,358)
Fund Balance	175	389901	2,853,098
Innerarity Island MSBU reserves	177	363299	(4,232)
Deerfield Sewage MSBU reserves	177	363309	(1,042)
Fund Balance	177	389901	512,985
Fund Balance	181	389901	101,905
Fund Balance	333	389901	548
Transfers from F-501	352	381501	48,487
Estimated Fund Balance	352	389901	7,411,499
Maplewoods Drainage Grant	352	331319	(137,226)
Myrtle Grove Elementary Sidewalks Grant	352	331413	(20,568)
Crabtree Church Road Grant	352	334448	(24,269)
LAP-CR 196 Paved Shoulder	352	334491	379,560
LAP-CR 99 Paved Shoulders	352	334492	1,298,463
East Johnson Stormwater LAP	352	334497	(219,202)
ECUA Contributions	352	337302	55,198
SRIA Contributions	352	337403	(1,403,278)
FWC Grant	352	334734	100,000
EDTPFA Agrmt(CR184, Beulah and Carlisle)	352	334493	1,674,000
FWC Land Acquisition #12485	352	334732	90,631
LAP - North W Street Sidewalks	352	334494	40,000
CR292 Gulf Breeze Highway LAP	352	334499	1
JPA/Potholes/Navy Blvd.	352	334392	9,900
Charges for Services	352	347301	(3,920)
Transfers from F-501	401	381501	34,181
Fund Balance	401	389901	14,136,055
Transfers from F-501	406	381501	15,238
Fund Balance	406	389901	2,627,456
Transfers from F-501	408	381501	26,276
Fund Balance	408	389901	12,125,409
Fund Balance	409	389901	1,073,723
Transfers from F-114	501	381114	2,425,000
Total			72,762,321

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Reserves for Contingency	001/110201	59802	500,000
Reserves for Contingency	001/110201	59802	3,000,000
Reserves for Operating	001/110201	59805	2,491,580
Fees-Clerk of Circuit Court	001/530101	59707	172,000
Transfers to Fund 175	001/110215	59102	(2,000,000)
Machinery & Equipment	001/221001	56401	28,000
Personal Services	001/540101	59702	718,775
Salaries	001/110101	51201	17,566
Salaries	001/110302	51201	8,186
Salaries	001/110601	51201	25,625
Salaries	001/120101	51201	8,459
Salaries	001/130101	51201	1,698
Salaries	001/130101	51201	5,711
Salaries	001/140201	51201	8,047
Salaries	001/140701	51201	3,794
Salaries	001/141001	51201	1,827
Salaries	001/150101	51201	10,281
Salaries	001/211401	51201	7,352
Salaries	001/220100	51201	7,696
Salaries	001/220901	51201	86
Salaries	001/220901	51201	1,285
Salaries	001/221001	51201	10,881
Salaries	001/221201	51201	2,569
Salaries	001/240201	51201	20,497
Salaries	001/240401	51201	10,200
Salaries	001/250202	51201	8,232
Salaries	001/250207	51201	1,502
Salaries	001/270102	51201	20,126
Salaries	001/290307	51201	5,728
Salaries	001/290401	51201	279,539
Salaries	001/290402	51201	15,444
Salaries	001/310101	51201	6,577
Salaries	001/310202	51201	3,389
Salaries	001/310203	51201	10,073
Salaries	001/330401	51201	2,719
Salaries	001/330402	51201	3,873
Salaries	001/330403	51201	9,597
Salaries	001/330602	51201	741
Salaries	001/330602	51201	1,482
Salaries	001/330801	51201	3,090
Salaries	001/350226	51201	4,879
Salaries	001/350232	51201	597
Salaries	001/370101	51201	12,572
Reserves	101/110265	59801	5,337
Operating Supplies	101/150105	55201	151,703
Host Ordinance Items	101/210408	54931	8,868
Reserves	101/250204	59801	24,899
Reserves	101/220310	59801	161,670
Reserves	101/220334	59801	123,570
Reserves	101/220336	59801	65,908
Reserves	101/350236	59801	53,378
Reserves	101/350224	59801	25,519
Reserves	101/370104	59801	598,632
Reserves	101/221016	59801	0
Improvements Other Than Bldgs	101/220809	56301	3,718
Operating Supplies	101/290208	55201	202
Reserves	101/221018	59801	53,849
Operating Supplies	101/230317	55201	1,110
Reserves	101/110210	59801	127,943
Reserves	101/370105	59801	14,722
Operating Supplies	101/221027 (new)	55201	612
Operating Supplies	101/350237 (new)	55201	5,700
Reserves	102/360704	59801	434,827
Salaries	103/220110	51201	9,045
Reserves	103/220110	59801	284,052
Transfers to F-001	103/220110	59101	500,000
Other Contractual Services	103/220110	53401	100,000
Reserves	106/220703	59801	34,568
Salaries	108/220805	51201	3,597

Aids to Private Organizations	108/360101	58201	1,281,764
Aids to Private Organizations	108/360105	58201	1,204,234
Reserves	108/360101	59801	785,296
Reserves	108/360105	59801	250,000
Aids to Private Organizations	108/360103	58201	35,264
Salaries	110/290501	51201	509
Salaries	110/290501	51201	679
Salaries	110/330409	51201	538
Salaries	110/330409	51201	1,614
Reserves	110/110263	59801	72,713
Other Grants & Aids	110/410567	58301	122,029
Improvements Other Than Bldgs.	110/220807	56301	189,297
Operating Supplies	110/330318	55201	1,133
Other Contractual Services	110/410559	53401	16,389
Repair & Maintenance	110/221002	54601	7,979
Salaries	110/290501	51201	5,409
Operating Supplies	110/330323	55201	19,614
Salaries	110/330413	51201	0
Aids to Governmental Agencies	110/540197	58101	633
Aids to Governmental Agencies	110/540196	58101	5,033
Reserves	111/290406	59801	2,156,063
Salaries	113/110501	51201	16,386
Reserves	113/110501	59801	2,398,971
Promotional Activities	113/110507	54801	650
Reserves	113/110504	59801	57,780
Salaries	114/290301	51201	12,370
Salaries	114/290305	51201	2,584
Salaries	114/290306	51201	238
Salaries	114/290306	51201	1,354
Transfers to F-501	114/290305	59101	2,425,000
Reserves	114/290301	59801	247,049
Reserves	115/410501	59801	707,010
Reserves	115/410514	51201	0
Reserves	115/410502	59801	328,845
Machinery & Equipment	115/410505	56401	88,500
Reserves	115/410507	59801	699,843
Reserves	115/540112	59801	385,677
Reserves	115/290206	59801	264,027
Reserves	115/410503	59801	0
Reserves	115/410407	59801	10,344
Reserves	115/410306	59801	0
Salaries	115/410517	51201	32,807
Reserves	115/410506	59801	0
Reserves	115/410515	59801	213,502
Other Contractual Services	115/410309	53401	(18,774)
Reserves	115/410412	59801	13,425
Reserves	115/410516	59801	170,339
Other Contractual Services	115/410310	53401	(26,911)
Operating Supplies	115/410310	55201	0
Reserves	115/410413	59801	33,630
Reserves	115/410311	59801	0
Reserves	115/410414	59801	0
Reserves	115/410312	59801	18,813
Reserves	115/410415	59801	6,862
Salaries	116/240302	51201	6,892
Reserves	116/240302	59801	897,851
Reserves	117/220335	59801	364,677
Salaries	120/370204	51201	115
Professional Services	121/540103	53101	10,000
Postage	121/540103	54201	2,000
R & M	121/540103	54601	2,000
Promotional	121/540103	54801	35,000
Other Current Charges	121/540103	54901	5,000
Investigations	121/540103	53501	10,000
Operating Supplies	121/540103	55201	10,000
Machinery	121/540103	56401	42,056
Aids to Private Organizations	121/540103	58201	310,758
Reserves	124/370290	59801	43,384
Salaries	129/370226	51201	472
Salaries	129/370227	51201	1,403
Reserves	130/540104	59801	99,546
Reserves	130/150102	59801	199,091

Reserves	131/410141	59801	23,627
Salaries	143/330206	51201	21,631
Reserves	143/330206	59801	313,402
Reserves	145/330404	59801	535,991
Repair & Maintenance	145/330404	54601	200,000
Reserves	146/370291	59801	59,159
Salaries	147/370268	51201	88
Salaries	151/370110	51201	5,929
Reserves	151/370114	59801	975,637
Reserves	151/370113	59801	276,196
Reserves	151/370117	59801	59,245
Reserves	151/370115	59801	634,389
Reserves	151/370116	59801	302,399
Utilities	151/370118	54301	11,496
Reserves	151/370111	59801	96,431
Printing & Binding	151/370112	54701	1
Improvements Other Than Buildings	152/110269	56301	657,181
Improvements Other Than Buildings	152/210507	56301	791,090
Salaries	167/140301	51201	3,598
Reserves	167/140302	59801	(20,669)
Salaries	175/210401	51201	9,771
Salaries	175/210402	51201	11,725
Salaries	175/210403	51201	4,213
Salaries	175/210404	51201	3,260
Salaries	175/210405	51201	10,316
Salaries	175/211101	51201	11,670
Salaries	175/211201	51201	14,233
Salaries	175/211602	51201	2,468
Salaries	175/290202	51201	44,866
Machinery & Equipment	175/211201	56401	35,000
Reserves	175/211101	59801	510,194
Reserves	175/290205	59801	252,546
Reserves	177/140963	59801	(4,232)
Reserves	177/140999	59801	(1,042)
Reserves	177/140572	59801	512,985
Improvements Other than Buildings	181/210719	56301	(127)
Improvements Other than Buildings	181/210720	56301	(338)
Improvements Other than Buildings	181/210721	56301	1,561
Improvements Other than Buildings	181/210722	56301	(270)
Improvements Other than Buildings	181/210723	56301	22
Improvements Other than Buildings	181/210724	56301	42,135
Improvements Other than Buildings	181/210725	56301	16,171
Improvements Other than Buildings	181/210726	56301	3,337
Improvements Other than Buildings	181/210727	56301	871
Improvements Other than Buildings	181/210728	56301	5,701
Improvements Other than Buildings	181/210729	56301	618
Improvements Other than Buildings	181/210730	56301	13,481
Improvements Other than Buildings	181/210731	56301	17,412
Improvements Other than Buildings	181/210732	56301	119
Improvements Other than Buildings	181/210733	56301	(1,764)
Improvements Other than Buildings	181/210734	56301	2,476
Improvements Other than Buildings	181/210735	56301	518
Improvements Other than Buildings	181/210736	56301	(18)
Machinery & Equipment	320/320415	56401	(8,720)
Machinery & Equipment	320/211222	56401	8,720
Improvements other than Bldgs.	333/210204	56301	548
Salaries	352/210107	51201	37,263
Salaries	352/211301	51201	6,322
Salaries	352/350229	51201	978
Salaries	352/350231	51201	2,240
Salaries	352/370106	51201	1,684
Aids to Private Organizations	352/110254	58201	340,792
Aids to Government Organizations	352/110272	58101	(3,181,703)
Improvements Other than Bldgs.	352/110273	56301	1
Improvements Other than Bldgs.	352/110274	56301	94,949
Improvements Other than Bldgs.	352/110267	56301	3,497,521
Improvements Other than Bldgs.	352/210104	56301	0
Improvements Other than Bldgs.	352/210109	56301	252,650
Improvements Other than Bldgs.	352/210110	56301	114,201
Improvements Other than Bldgs.	352/210112	56301	(137,226)
Improvements Other than Bldgs.	352/210113	56301	0
Improvements Other than Bldgs.	352/210114	56301	(226,467)

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Deputy Clerk

D.B. Underhill, Chairman

Adopted

OMB Approved

**Supplemental Budget Amendment
#036**

General Fund (001)							
	Current Assets	52,518,407.39					
	Current Liabilities	5,895,472.33					
	Fund Balance	46,622,935.06					
	Less: Original Estimate	42,931,355.40					
	Adjustment	\$3,691,579.66					
	Transfers from F-103	500,000.00					
	Transfers from F-501	1,260,695.00					
	Total Adjustment	5,452,274.66					
				Account Code			
	Department	Cost Center		Code	Title	Description	Amount
New Allocations							
	Non-Departmental	110201	001/110201	59802	Reserves for Contingency	Emergency/Cash Flow Reserves	3,500,000.00
	Non-Departmental	110201	001/110201	59805	Reserves for Operating	Reserves for Operating	2,491,579.66
	Clerk of Court	530101	001/530101	59707	Fees-Clerk of Circuit Court	Security wall for Archives Bldg., Domestic Violence interview rooms, document scanning project roll-over.	172,000.00
	Non-Departmental	110215	001/110215	59102	Transfers to F175	Transfers to F175 reduction	(2,000,000.00)
	Environmental Resources/Water Quality	221001	001/221001	56401	Machinery & Equipment	2017 Ford Pickup Truck	28,000.00
	Sheriff's Department		001/540101	59702	Personal Services	Leave Buyback	718,775.00
	Board of County Commissioners		001/110101	51201	Salaries	Leave Buyback	17,566.00
	County Administration		001/110302	51201	Salaries	Leave Buyback	8,186.00
	County Attorney		001/110601	51201	Salaries	Leave Buyback	25,625.00
	Administration ASST		001/120101	51201	Salaries	Leave Buyback	8,459.00
	Assistant County Administration		001/130101	51201	Salaries	Leave Buyback	1,698.00
	Assistant County Administration		001/130101	51201	Salaries	Leave Buyback	5,711.00
	OMB		001/140201	51201	Salaries	Leave Buyback	8,047.00
	Purchasing		001/140701	51201	Salaries	Leave Buyback	3,794.00
	Property Sales		001/141001	51201	Salaries	Leave Buyback	1,827.00
	Human Resources		001/150101	51201	Salaries	Leave Buyback	10,281.00
	SRI/Public Works		001/211401	51201	Salaries	Leave Buyback	7,352.00
	Neighborhood & Environmental Services		001/220100	51201	Salaries	Leave Buyback	7,696.00
	Natural Resource Conservation		001/220901	51201	Salaries	Leave Buyback	86.00
	Natural Resource Conservation		001/220901	51201	Salaries	Leave Buyback	1,285.00
	NES/Land Management		001/221001	51201	Salaries	Leave Buyback	10,881.00
	Extension Services		001/221201	51201	Salaries	Leave Buyback	2,569.00
	Planning & Zoning		001/240201	51201	Salaries	Leave Buyback	20,497.00
	GIS		001/240401	51201	Salaries	Leave Buyback	10,200.00
	Animal Services		001/250202	51201	Salaries	Leave Buyback	8,232.00
	Planning & Zoning		001/250207	51201	Salaries	Leave Buyback	1,502.00
	Information Resources		001/270102	51201	Salaries	Leave Buyback	20,126.00
	Pre-Trial Release		001/290307	51201	Salaries	Leave Buyback	5,728.00
	Detention		001/290401	51201	Salaries	Leave Buyback	279,539.00
	Inmate Medical		001/290402	51201	Salaries	Leave Buyback	15,444.00
	Facilities Management		001/310101	51201	Salaries	Leave Buyback	6,577.00
	Custodial		001/310202	51201	Salaries	Leave Buyback	3,389.00

General Fund (001)						
	Current Assets	52,518,407.39				
	Current Liabilities	5,895,472.33				
	Fund Balance	46,622,935.06				
	Less: Original Estimate	42,931,355.40				
	Adjustment	\$3,691,579.66				
	Transfers from F-103	500,000.00				
	Transfers from F-501	1,260,695.00				
	Total Adjustment	5,452,274.66				
				Account Code		
	Department	Cost Center		Code	Title	Description
						Amount
New Allocations						
	Facilities Maintenance		001/310203	51201	Salaries	Leave Buyback
	Public Safety Admin		001/330401	51201	Salaries	Leave Buyback
	Emergency Management		001/330402	51201	Salaries	Leave Buyback
	Emergency Communications		001/330403	51201	Salaries	Leave Buyback
	Public Safety Business Operations		001/330602	51201	Salaries	Leave Buyback
	Public Safety Business Operations		001/330602	51201	Salaries	Leave Buyback
	SRI/Public Safety		001/330801	51201	Salaries	Leave Buyback
	Parks Maintenance		001/350226	51201	Salaries	Leave Buyback
	Parks Programs		001/350232	51201	Salaries	Leave Buyback
	Neighborhood & Human Services		001/370101	51201	Salaries	Leave Buyback
						5,452,274.66
						0.00

Economic Development Fund (102)								
	Current Assets	\$597,181						
	Current Liabilities	9,909						
	Fund Balance	587,273						
	Less: Original Estimate	152,446						
	Adjustment	<u>\$434,827</u>						
Department		Cost Center	Object Code	Title	Rebudget Estimate	Rebudget Actual	Adjustment	Description
Rebudget True-ups								
	Nat Res Mgmt/RESTORE	102/360704	53401	Other Contractual Services	22,367.05	\$22,367.05	\$0.00	PD 12-13.065 "DESIGN SERV/Baskerville Donovan
	Econ Development	102/360704	56101	Land	25,079.30	25,079.30	\$0.00	CONSULTING SERVICES/ Dewberry
				Total Rebudget Adjustments	\$47,446.35		\$0.00	
New Allocations								
	Economic Development	102/360704	59801	Reserves			434,827	
				Total New Allocations			<u>434,827</u>	

Code Enforcement Fund (103)					
		FY15/16	FY16/17		
	Current Assets	1,810,638.11	954,157.74		
	Current Liabilities	72,322.94	70,105.37		
	Fund Balance	1,738,315.17	884,052.37		
	Less: Original Estimate	0.00	0.00		
	Adjustment	\$1,738,315.17	\$884,052.37		
	Revenues	2,172,228.23	2,361,875.07		
	Expenses	2,391,714.17	3,216,137.87		
	Excess/(Deficiency)	(219,485.94)	(854,262.80)		
	Beginning Fund Balance	1,957,801.11	1,738,315.17		
	Ending Fund Balance	1,738,315	884,052		
		0	0		
			Account		
	Department	Cost Center	Code		Description
	New Allocations			Title	Amount
	Code Enforcement	103/220110	59801	Reserves	284,052.00
	Code Enforcement	103/220110	59101	Transfers to F-001	500,000.00
	Code Enforcement	103/220110	51201	Salaries & Wages	9,045.00
	Code Enforcement	103/220110	53401	Other Contractual Services	100,000
					893,097
	Revenue:				
	Transfers from F-501	103	381501	Transfers from F-501	9,045
	Fund Balance	103	389901	Fund Balance	884,052
					893,097

Mosquito State Fund (106)	<u>FY2017</u>	<u>FY2016</u>	<u>FY2015</u>		
Current Assets	35,404.02	17,198.94	16,326.82		
Current Liabilities	<u>835.57</u>	<u>0.00</u>	<u>0.00</u>		
Fund Balance	34,568	17,199	16,327		
Less: Original Estimate (FRCAST)	0	0	0		
Adjustment	34,568	17,199	16,327		
check:					
Revenues	31,540.00	31,540.00	29,456.16		
-Expenses	<u>14,170.49</u>	<u>30,667.88</u>	<u>34,891.45</u>		
=Working Capital	17,370	872	(5,435)		
+Beginning Fund Balance	<u>17,199</u>	<u>16,327</u>	<u>21,762</u>		
	34,568	17,199	16,327		
	0	0			
Department	Fund/Cost Center	Object Code	Account Title	Adjustment	Description
New Allocations					
Nat Res Mgmt/Mosquito	106/220703	59801	Reserves	34,568	Reserves
			Total	34,568	

Tourist Development Tax (108)	TDC	BCC	
	3 Cents	4th Cent	
	360101	360105	
	3 Cents	4th Cents	
	FY 14/15	FY 14/15	
	Actuals	Actuals	
Tourist Development Tax	\$7,466,936	\$2,488,979	
Interest	20,225	17,430	
Miscellaneous Revenues	0	40	
Total Revenue	7,487,160	2,506,448	
African-American Heritage Society		24,732	
Arts Culture and Entertainment (ACE)			
ACTS			
Banks Enterprises			
Blue Angel Classic - Pensacola Futbol			
Blue Jacket Jamboree		2,500	
Bay Center	1,300,000	0	
Cantonment Homecoming Festival		1,141	
Debt Service Payment (F-203)	1,227,070	0	
Barrineau Park History		3,000	
Downtown Improvement Board (DIB)		95,833	
100 Black Men Leadership		2,000	
Gulf Coast Texans/Pensacola Futbol		2,500	
Historic Preservation Society		83,940	
Indirect Cost	303,750	101,250	
Latino Media Gulf Coast		10,000	
Lighten Up Entertainment/ Jazz-Melinda Riley		2,500	
Marine Recreation		184,542	
Ensley Masonic Lodge		1,500	
Naval Aviation Museum		94,802	
TACC - Pensacola Bay Area	4,809,022	2,181,074	
Pensacon		15,000	
Sertoma (Northeast Pensacola Sertoma, Inc.)		75,000	
Sports Tourism Study (Crossroads Consulting)		51,145	
St Michaels		5,095	
Snowball Derby (Bryant Motorsports)		30,000	
Total Expenses	7,639,842	2,967,555	
Excess/(Deficiency)	(\$152,682)	(461,107)	
Beginning Fund Balance	3,914,768	2,151,146	
Ending Fund Balance	3,762,086	1,690,040	
Estimate	1,695,026	150,000	
Recommended Adjustment to Reserves	300,000	250,000	
Adjustment	1,767,060	1,290,040	
(minus rebudgets)	0	85,805	
Net Available	1,767,060	1,204,235	
New Allocations			
Reserves	300,000	250,000	
Marine Resources Leave Buyback CC:220805		0	
TDT Revenue Bond Payment - Reserves	485,296		
BCC Microgrants		0	
Tourism Promotion	1,281,764	1,204,235	
SBA	2,067,060	1,454,235	
BP Oil Spill Grant: CC: 360103/334515	35,264		
Should have in the budget	35,264.00		
Actually have in the budget	0.00		
Add this amount.	35,264.00		
New Allocations	Fund/CC	Object Code	Adjustment
Salaries	108/220805	51201	3,597.00
Aids to Private Organizations	108/360101	58201	1,281,764.00
Aids to Private Organizations	108/360105	58201	1,204,234.00
Reserves	108/360101	59801	785,296.00
Reserves	108/360105	59801	250,000.00
Aids to Private Organizations	108/360103	58201	35,264.00
		Total:	3,560,155.00
Revenue:			
Transfers from F-501	108	381501	3,597.00
Fund Balance	108	389901	3,521,294.00
BP Oil Spill Grant	108	334515	35,264.00
		Total:	3,560,155.00

FUND 110 FUND BALANCE CALCULATION										
	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
CURRENT ASSETS	5,853,507.87	3,873,103.00	1,807,592.00	3,474,022.86	3,275,115.24	2,480,485.65	1,553,551.00	1,598,605.58	1,255,834.69	1,124,904.95
CURRENT LIABILITIES	4,304,740.05	923,763.00	362,316.00	1,931,386.29	2,221,741.62	1,331,622.55	297,500.00	365,835.00	270,148.15	284,173.58
ENDING FB	1,548,767.82	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,148,863.10	1,256,051.00	1,232,770.58	985,686.54	840,731.37
-ESTIMATED FB (budgeted FB in current yr)	800,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,396,585.66	1,577,342.59	0.00
adjust	748,767.82	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,148,863.10	1,256,051.00	(163,815.08)	(591,656.05)	840,731.37
check:										
REV	12,811,943.00	8,548,992.00	4,069,841.00	5,908,253.47	7,504,306.35	9,963,077.72	2,697,414.00	2,326,447.02	1,492,745.80	1,195,467.75
-EXPS	12,479,247.00	7,152,724.00	5,573,905.00	5,810,892.50	7,993,569.30	9,867,588.24	2,599,201.00	2,349,727.73	1,739,829.84	1,340,422.92
	332,696.00	1,396,268.00	(1,504,064.00)	97,360.97	(489,262.95)	95,489.48	98,213.00	(23,280.71)	(247,084.04)	(144,955.17)
+BEGINNING FB (ending FB from prvs yr)	1,216,071.00	1,553,072.00	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,157,838.05	1,256,051.29	1,232,770.58	985,686.54
ENDING FB	1,548,767.00	2,949,340.00	1,445,276.00	1,542,636.97	1,053,373.62	1,148,863.10	1,256,051.05	1,232,770.58	985,686.54	840,731.37
	0.82	0.00	0.00	(0.40)	0.00	0.00	(0.05)	0.00	0.00	0.00
Transfers from F-501/Salaries										3,340.00
										844,071.37
				Grant Balance						
FY2017: (not adjusting budget side of these cost centers because the budget is new \$\$)				and Rebudgets	Grant Adjustment:	Revenue Acct:				
Non-department	110/110263	59801	72,713.16	0.00	72,713.16	389901				
Drug Courts Emergency Funds-Donation	110/410567	58301	122,029.00	0.00	122,029.00	366194				
FL Boating Improvement	110/220807	56301	446,685.00	257,388.40	189,296.60	334704				
EMS County Award	110/330318	55201	1,133.00	0.00	1,133.00	334221				
Drug Abuse Trust Fund	110/410559	53401	222,889.00	206,500.00	16,389.00	331617				
Glynn Key Private Donation	110/221002	54601	12,979.00	5,000.00	7,979.00	331305				
Forensic Mental Health	110/290501	51201	5,409.00	0.00	5,409.00	334602				
Hazardous Materials Plan #12CP03012701187	110/330323	55201	36,212.00	16,598.00	19,614.00	334244				
Salaries	110/330413	51201	0.00	0.00	0.00					
JAG Grant (2015DJBX0575)	110/540197	58101	(67,894.67)	67,262.00	632.67	331282				
JAG Grant (2014DJBX0596)	110/540196	58101	(11,423.12)	6,390.00	5,033.12	331281				
Transfers from F-501/Salaries	110/290501	51201	509.00	0.00	509.00	381501	Leave Buyback			
Transfers from F-501/Salaries	110/290501	51201	679.00	0.00	679.00	381501	Leave Buyback			
Transfers from F-501/Salaries	110/330409	51201	538.00	0.00	538.00	381501	Leave Buyback			
Transfers from F-501/Salaries	110/330409	51201	1,614.00	0.00	1,614.00	381501	Leave Buyback			
			844,071		443,569					

Fund 111 - Detention/Jail Commissary					
Current Assets	2,330,850.92				
Current Liabilities	174,788.27				
	<u>2,156,062.65</u>				
Less: Est Fund Balance	0.00				
Less: Rebudgets	0.00				
SBA Adjustment	2,156,063				
check:					
Revenues	1,300,268.44				
Less: Expenses	505,793.14				
=wc	794,475.30				
Fund Balance	1,361,587.35				
check:	2,156,063				
		Object			
Department	Fund/Cost Center	Code	Account Title	Adjustment	Description
Detention/Jail Commissary	111/290406	51201	Salaries	0	Leave Buyback
Detention/Jail Commissary	111/290406	59801	Reserves	2,156,063	Reserves
			Total	2,156,063	

LIBRARY FUND (113)						
				Grants PLAN Innovation	Friend of the Library Donations	
Cost Centers:	Library	Library Donations	Grants MOMS			Total:
Revenues	5,407,047.32	10,707.60	5,371.39	10,260.00	15,000.00	5,448,386.31
Interest	31,820.15					31,820.15
Interest Unrealized GL	976.55					976.55
Miscellaneous	87.24	0.00	0.00	0.00		87.24
Total Revenues	5,439,931.26	10,707.60	5,371.39	10,260.00	15,000.00	5,481,270.25
Expenses	4,642,920.72	73,201.55	4,721.15	10,260.00	0.00	
Total Expenses	4,642,920.72	73,201.55	4,721.15	10,260.00	0.00	4,731,103.42
Excess/(Deficiency)	797,010.54	(62,493.95)	650.24	0.00	15,000.00	750,166.83
Beginning Fund Balance	1,689,644.38	120,273.58	0.00	0.00	0.00	1,809,917.96
Ending Fund Balance	2,486,654.92	57,779.63	650.24	0.00	15,000.00	2,560,084.79
Minus Re-budgets	(87,683.74)	0.00	0.00	0.00	(15,000.00)	(102,683.74)
Minus Budget Adj	24,219.00	0.00	0.00	0.00	0.00	24,219.00
Minus Budgeted FB						0.00
SBA Amount	2,398,971.18	57,779.63	650.24	0.00	0.00	2,457,401.05
Expense Allocations:	Fund/Cost Ctr	Amount	Account:	Description		
Reserves	113/110501	2,398,971	59801	Reserves		
Salaries	113/110501	16,386	51201	Leave Buyback		
Promotional Activities	113/110507	650	54801	MOMS Grant		
Reserves	113/110504	57,780	59801	Library Donations		
	Total:	\$2,473,787				
Revenue Allocations:						
Transfers from F-501	113	16,386	381501	Transfers from F-501		
Library Donations	113	57,780	366219	Library Donations		
Fund Balance	113	2,398,971	389901	Fund Balance		
MOMS Grant Balance	113	650	366009	MOMS Grant Balance		
		0				
	Total:	2,473,787				

Community Corrections (114)				
Net Income/Loss by Program				
Misdemeanor Probation (290301)				
Revenues:				
Cost of Supervision (348681)	710,351			
Pre-Sentence Investigation (348683)	0			
Pre-Court Supervision (348689)	331			
MP/CCP Urinalysis (349229)	63,320			
Process Servers (359008)	13,400			
Interest (361001)	19,138			
Interest Unrealized G/L (361008)	587			
Interest other than Invest (361002)	0			
Sale of Equipment (364002)	0			
Misc. Revenue (369001)	50,746			
Prior Year Refund (369004)	10,722			
Insurance Proceeds (369008)	0			
Transfer from 001	0			
Reimbursements (369401)	0			
Recovery of Bad Debt	0			
Total Revenues	868,594			
Expenses:				
Personnel	937,817			
Operating	239,711			
Capital	0			
Transfers	0			
Total Expenses	1,177,528			
Net Income/Loss	(308,934)			
Community Confinement (290303)				
Revenues:				
Electric Monitoring (348684)	261,390			
Breath Testing (348687)	17,584			
Community Confinement (349002)	4,157			
Total Revenues	283,130			
Expenses:				
Personnel	0			
Operating	0			
Capital	0			
Total Expenses	0			
Net Income/Loss	283,130			
Pre-Trial Diversion (290306)				
Revenues:				
Pre-Trial Diversion (348680)	204,840			
Expenses:				
Personnel	201,200			
Operating	9,298			
Capital	0			
Total Expenses	210,498			
Net Income/Loss	(5,659)			
Check Restitution (290302)				
Revenues:				
Check Restitution (348685)	81,012			
Check Restitution Program (337201)	0			
Total Revenues	81,012			
Expenses:				
Personnel	92,118			
Operating	3,891			
Capital	0			
Total Expenses	96,009			
Net Income/Loss	(14,997)			

Community Corrections (114)				
Net Income/Loss by Program				
Community Service Work (290304)				
Revenues:				
Community Service Work (348686)	200,360			
Expenses:				
Personnel	46,759			
Operating	0			
Capital	0			
Total Expenses	46,759			
Net Income/Loss	153,601			
Work Release (290305)				
Revenues:				
Work Release Waiting List (348688)	600			
Residential Probation (349003)	2,010,021			
Locker Rental (369925)	7,717			
Total Revenues	2,018,338			
Expenses:				
Personnel	622,960			
Operating	249,424			
Capital	2,235			
Transfers for Debt Service	0			
Total Expenses	874,619			
Net Income	1,143,719			
Total Revenues From Programs	\$3,656,274			
Total Expenses From Programs	2,405,413			
Net Income from all Programs	1,250,861			
Beginning Fund Balance	\$1,483,679			
Ending Fund Balance	\$2,734,540			
Estimated Funding Balance (FRCAST)	5,375			
Rebudgets	57,116			
Adjustment Needed	2,672,049			
Total Allocations	\$2,672,048.92			
Allocations for 2017				
Account Title	Fund/Cost Center	Account	Adjustment	
Salaries	114/290301	51201	12,370	Leave Buyback
FICA	114/290305	51201	2,584	Leave Buyback
Retirement	114/290306	51201	238	Leave Buyback
Salaries	114/290306	51201	1,354	Leave Buyback
Transfers	114/290305	59101	2,425,000	Transfers to F-501
Reserves	114/290301	59801	247,049	Reserves
			2,688,595	
Revenue:				
Transfers from F-501	114	381501	16,546	Transfers from F-501
Fund Balance	114	389901	2,672,049	Fund Balance
			2,688,595	

Development Review Fund (116)								
	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
CURRENT ASSETS	\$92,861	61,601	\$119,513	\$129,445	\$263,961	\$394,833	\$595,819	\$917,362
CURRENT LIABILITIES	15,878	13,923	8,546	8,213	13,427	14,625	15,072	19,511
ENDING FB for prvs yr, Begn FB current yr	76,983.00	47,678	110,967	121,232	250,534	380,208	580,747	897,851
-ESTIMATED FB (budgeted FB in current yr)	0.00	0	0	3,200.00	0.00	0.00	0.00	0.00
adjustment	76,983.00	47,678	110,967	118,032	250,534	380,208	580,747	897,851
check:								
REV	\$389,288	269,172	\$298,807	\$252,594	\$484,610	\$523,148	\$584,750	\$737,311
-EXPS	312,305	298,477	235,518	242,329	356,722	393,473	384,211	420,207
	76,983.00	-29,305	63,289	10,265	127,887	129,675	200,538	317,104
+BEGINNING FB	0.00	76,983	47,678	110,967	122,647	250,534	380,208	580,747
ENDING FB	76,983.00	47,678	110,967	121,232	250,534	380,209	580,747	897,851
	0.00	0	0	0	0	0	0	0
2017								
New Allocations:								
Account Title	Fund/CC	Account	Adjustment					
Reserves	116/240302	59801	897,851	Reserves				
Salaries	116/240302	51201	6,892	Leave buy back				
			904,743					
Revenue:								
Transfers from F-501	116	381501	6,892	Transfers from F-501				
Fund Balance	116	389901	897,851	Fund Balance				
			904,743					

Perdido Key Mouse In-Lieu Fee (Fund 117):					
Current Assets	367,677.03				
Current Liabilities	0.00				
Fund Balance	367,677.03				
Less: Original Estimate	0.00				
Adjustment	<u>\$367,677.03</u>				
check:					
revenues	140,054.81				
-exps	<u>279.98</u>				
=wc	139,774.83				
+beginning fb	<u>227,902.20</u>				
	<u>367,677.03</u>				
	0.00				
-Rebudgets	3,000.00				
Adjustment	<u>364,677.03</u>				
		Object			
		Code			
Department	Cost Center		Title	Adjustment	Description
New Allocations					
NESD	117/220335	55201	Operating Supplies	364,677	Perdido Key Mouse Operating
			Total New Allocations	<u>364,677</u>	

Law Enforcement Trust (121)						
	Current Assets	\$426,813.79				
	Current Liabilities	0.00				
	Fund Balance	426,813.79				
	Less: Original Estimate	0.00				
	Adjustment	\$426,813.79				
			Object			
	Department	Cost Center	Code	Title	Adjustment	Description
New Allocations						
	Law Enf Trust Fund	121/540103	53101	Professional Services	10,000	Professional Services
	Law Enf Trust Fund	121/540103	54201	Postage	2,000	Postage
	Law Enf Trust Fund	121/540103	54601	R & M	2,000	R & M
	Law Enf Trust Fund	121/540103	54801	Promotional	35,000	Promotional
	Law Enf Trust Fund	121/540103	54901	Other Current Charges	5,000	Other Current Charges
	Law Enf Trust Fund	121/540103	53501	Investigations	10,000	Investigations
	Law Enf Trust Fund	121/540103	55201	Operating Supplies	10,000	Operating Supplies
	Law Enf Trust Fund	121/540103	56401	Machinery	42,056	Machinery
	Law Enf Trust Fund	121/540103	58201	Aids to Private Organizator	310,758	Aids to Private Organizations
				Total New Allocations	426,814	

Handicapped Parking (130)				
	Current Assets	\$300,485		
	Current Liabilities	1,848		
	Fund Balance	298,637		
	Less: Original Estimate	0		
	Adjustment	\$298,637		
	Allocations:		Account:	CC:
	1/3 to Handicapped Enforcement Reserves	99,546	59801	130/540104
	2/3 for ADA programs Reserves	199,091	59801	130/150102
		Total:	\$298,637	

Family Mediation Fund (131)				
	Current Assets	\$103,650.47		
	Current Liabilities	23.90		
	Fund Balance	103,626.57		
	Less: Original Estimate	80,000.00		
	Adjustment	23,627		
Allocations:			Fund/CC	Account:
	Family Mediation	Reserves	131/410141	59801 23,627
		Total:		\$23,627

Fire Protection Fund (143)				
		FY2017		
Current Assets		\$3,011,801		
Current Liabilities		641,860		
		2,369,941		
Revenues		\$13,845,688		
Expenses		14,552,017		
Excess/(Deficiency)		(706,329)		
Fund Balance		3,076,270		
Reserves for Encumbrances		56,625		
Encumbrances		56,625		
		2,369,941		
		2,369,941		
16/17 Rebudgets		56,625		
FRCAST017		1,999,914		
Adjustment		313,402		
New Allocations:				
Account Title	Fund/Cost Center	Account	Adjustment	
Reserves	143/330206	59801	313,402	Reserves
Salaries	143/330206	51201	21,631	Leave Buyback
			335,033	
Revenue:				
Transfers from F-501	143	381501	21,631	Transfers from F-501
Fund Balance	143	389901	313,402	Fund Balance
			335,033	

E-911 Operations Fund (145)							
	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	
Current Assets	1,736,801.88	1,614,120.59	1,559,206.00	1,009,563.37	787,136.00	792,756.71	
Current Liabilities	<u>258,670.70</u>	<u>52,015.44</u>	<u>27,112.00</u>	<u>74,503.09</u>	<u>16,163.68</u>	<u>56,765.36</u>	
Fund Balance	1,478,131	1,562,105	1,532,094	935,060	770,972	735,991	
Less: Original Estimate	<u>17,500</u>	<u>10,223.93</u>	<u>692,261.00</u>	<u>157,117.00</u>	<u>0.00</u>	<u>0.00</u>	
Adjustment	1,460,631	1,551,881	839,833	777,943	770,972	735,991	
Revenues	1,472,151.88	1,725,592.57	1,416,378.00	1,327,970.74	1,288,113.53	1,316,429.43	
Expenses	<u>1,441,078.46</u>	<u>1,641,618.60</u>	<u>1,460,255.00</u>	<u>1,925,004.51</u>	<u>1,452,201.49</u>	<u>1,351,410.40</u>	
Excess/(Deficiency)	31,073	83,974	-43,877	-597,034	-164,088	-34,981	
Beginning Fund Balance	1,447,057	1,478,131	1,575,971	1,532,094	935,060	770,972	
Ending Fund Balance	1,478,131	1,562,105	1,532,094	935,060	770,972	735,991	
	1	1	0	0	0	0	
REBUDGETS OK							
FY2017	Fund/CC	Account		Amount	Description		
E911 Communication	145/330404	51201	Salaries	0	Leave buy back		
E911 Communication	145/330404	59801	Reserves	535,991	Reserves		
E911 Communication	145/330404	54601	Repair & Maint	200,000	Annual Maint Agreement - ATT contract		
			Total:	735,991			

HUD-CDBG HOUSING REHAB (146)				
Current Assets		\$59,159		
Current Liabilities		0		
Fund Balance		59,159		
Less: Estimated Fund Balance		0		
Adjustment		\$59,159		
New Allocations:	Fund/Cost Center	Account:	Amount:	
Reserves	146/370291	59801	59,159	
		Total:	\$59,159	

Southwest Sector CRA (152)				
Current Assets	\$1,448,271			
Current Liabilities	0			
Fund Balance	1,448,271			
Less: Original Estimate	0			
Adjustment	\$1,448,271			
Revenues	\$804,770			
Expenses	213,614			
Excess/(Deficiency)	591,156			
Beginning Fund Balance	857,115			
Ending Fund Balance	1,448,271			
Minus Rebudgets	0.00			
Total Fund Adj.	1,448,270.58			
	Grant Balance:			
Blue Angel 334419	0			
Sorrento 334440	791,090			
Perdido Key 334447	0			
Total:	791,090			
Re-Budgets:				
Improvements other than Buildings	56301	152/110269	0.00	Southwest Sector (Sorrer
Total:			0.00	
New Allocations				
Southwest Sector CRA	152/110269	56301	Improvements Other Than Buildings	657,181
Sorrento Trip Program	152/210507	56301	Improvements Other Than Buildings	791,090
			Total New Allocations	1,448,271

Transportation Trust Fund (175)					
			Inmate Commissary:		
Current Assets	5,110,203.17	Revenues	312,461.33		
Current Liabilities	1,289,041.98	(-) expenses	(279,491.57)		
		Prior Yr FB	219,576.00		
Fund Balance	3,821,161.19				
Less: Original Estimate	968,063.64				
Adjustment	2,853,097.55	Adjustment	252,545.76		
Reduction in F-001 T-fer	(2,000,000.00)				
Reduction in F-401 T-fer	(55,358.00)				
Transfers from F-501	112,522.00				
Total Adjustments:	910,261.55				
Department	Cost Center	Code	Title	Amount	Description
New Allocations					
Roads & Bridges	175/211101	59801	Reserves	510,194.00	Transportation Trust Fund Reserves
Road Prison Commissary	175/290205	59801	Reserves	252,546.00	Inmate Commissary Reserves
Machinery & Equipment	175/211201	56401	Machinery & Equipment	35,000.00	F-150 Regular Cab w/ XLT utility camper shell.
Roads & Bridges	175/210401	51201	Salaries	9,771.00	Leave Buyback
Road Maintenance	175/210402	51201	Salaries	11,725.00	Leave Buyback
Holding Ponds	175/210403	51201	Salaries	4,213.00	Leave Buyback
Sign Maintenance	175/210404	51201	Salaries	3,260.00	Leave Buyback
Fleet Maintenance	175/210405	51201	Salaries	10,316.00	Leave Buyback
Engineering	175/211101	51201	Salaries	11,670.00	Leave Buyback
Traffic Operations	175/211201	51201	Salaries	14,233.00	Leave Buyback
Engineering/Infrastructure	175/211602	51201	Salaries	2,468.00	Leave Buyback
Care and Custody	175/290202	51201	Salaries	44,866.00	Leave Buyback
				910,262.00	
Revenue:					
Transfers from F-501	175	381501	Transfers from F-501	112,522.00	Transfers from F-501
Transfers from Fund 001	175	381001	Transfers from Fund 001	(2,000,000.00)	Transfers from Fund 001
Transfers from Fund 401	175	381401	Transfers from Fund 401	(55,358.00)	Transfers from Fund 401
Fund Balance	175	389901	Fund Balance	2,853,098.00	Fund Balance
				910,262.00	

FUND 177 FUND BALANCE CALCULATION						
	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>	
CURRENT ASSETS	859,607.38	951,235.00	1,059,315.23	1,105,741.62	1,174,573.20	
CURRENT LIABILITIES	<u>310,651.68</u>	<u>745,527.00</u>	<u>714,489.77</u>	<u>653,923.72</u>	<u>598,832.31</u>	
FB	548,955.70	205,708.00	344,825.46	451,817.90	575,740.89	
-ESTIMATED FB (budgeted FB in current yr)	48,762.00	48,571.00	50,677.00	53,403.00	<u>68,030.00</u>	
adjust	500,193.70	157,137.00	294,148.46	398,414.90	507,710.89	
check:						
REV	802,164.87	834,071.00	830,992.10	831,702.39	876,977.20	
-EXPS	<u>638,241.91</u>	<u>1,186,688.00</u>	<u>691,874.82</u>	<u>724,709.95</u>	<u>753,054.21</u>	
	163,922.96	(352,617.00)	139,117.28	106,992.44	123,922.99	
+BEGINNING FB (ending FB from prvs yr)	385,032.74	558,325.00	205,708.18	344,825.46	451,817.90	
ENDING FB	548,955.70	205,708.00	344,825.46	451,817.90	575,740.89	
	0.00	0.00	0.00	0.00	(0.00)	
				Total New Allocations	507,711	
	FY2017 Allocation:	Cost Center	Code	Title	Adjustment	
	(tru-ing up districts that took loans from LOST)					
		Innerarity Debt Srv	177/140963	59801 Reserves	(4,232)	take from 363299
		Deerfield Debt Srv	177/140999	59801 Reserves	(1,042)	take from 363309
		MSBU Reserves	177/140572	59801 Reserves	512,985	
					\$507,711	

FUND 181																					
	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017												
Current Assets	\$1,828,615	1,690,526	1,432,866	1,032,666	897,463	785,170	769,260	738,270	710,438												
Current Liabilities	29,918	30,778	44,540	38,513	36,441	15,356	7,417	12,276	35,324												
Fund Balance	1,798,697	1,659,748	1,388,327	994,153	861,023	769,813	761,843	725,994	675,113												
Less: Original Estimate	1,687,302	27,733	0	0	0	0	0	0	0												
Adjustment	\$111,395	\$1,632,015	\$1,388,327	\$994,153	\$861,023	\$769,813	\$761,843	\$725,994	\$675,113												
Revenues	\$242,071	\$83,344	\$79,209	\$123,972	\$76,340	\$96,342	\$107,856	\$135,372	\$171,214												
Expenses	145,268	222,294	350,630	518,145	209,470	197,361	115,826	171,221	222,095												
Excess/(Deficiency)	96,803	(138,950)	(271,421)	(394,174)	(133,130)	(101,019)	(7,970)	(35,849)	(50,881)												
Beginning Fund Balance	1,701,894	1,798,697	1,659,747	1,388,326	994,153	870,832	769,813	761,843	725,994												
Ending Fund Balance	1,798,697	1,659,747	1,388,326	994,153	861,022	769,813	761,843	725,994	675,113												
	0	1	0	0	0	0	0	0	0												
Master Drainage Basin Funds (181)																					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18			
	210719	210720	210721	210722	210723	210724	210725	210726	210727	210728	210729	210730	210731	210732	210733	210734	210735	210736	Total		
Master Drainage Basin Fees	105.00	312.15	1,949.88	105.00	1,402.60	47,645.34	20,041.58	7,291.68	2,198.75	8,191.28	1,502.15	20,194.63	43,982.24	1,023.75	2,860.00	4,191.28	813.75	210.00	164,021		
Interest	4.60	13.69	85.51	4.60	61.51	2,089.44	878.90	319.77	96.42	359.22	65.88	885.62	1,928.80	44.90	125.42	183.80	35.69	9.21	7,193		
PY Interest Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Total Revenues	109.60	325.84	2,035.39	109.60	1,464.11	49,734.78	20,920.48	7,611.45	2,295.17	8,550.50	1,568.03	21,080.25	45,911.04	1,068.65	2,985.42	4,375.08	849.44	219.21	171,214		
Expenses	19.76	432.10	751.11	427.08	10,873.11	4,069.91	5,768.79	4,106.43	1,118.38	59,605.85	212.93	1,130.86	129,894.91	2,752.32	729.86	154.17	27.47	19.76	222,095		
Net Income	89.84	(106.26)	1,284.28	(317.48)	(9,409.00)	45,664.87	15,151.69	3,505.02	1,176.79	(51,055.35)	1,355.10	19,949.39	(83,983.87)	(1,683.67)	2,255.56	4,220.91	821.97	199.45	(50,880.76)		
Beginning Fund Balance	6,772.01	13,372.92	20,053.22	14,058.62	33,991.91	61,563.55	69,032.87	29,726.66	35,764.15	131,113.24	4,901.58	27,609.27	163,996.27	18,215.01	22,159.34	56,977.69	9,001.31	7,684.55	725,994		
Ending Fund Balance	6,861.85	13,266.66	21,337.50	13,741.15	24,582.91	107,228.42	84,184.57	33,231.68	36,940.94	80,057.89	6,256.67	47,558.66	80,012.40	16,531.33	24,414.90	61,198.60	9,823.28	7,884.00	675,113		
Less: Original Estimate	6,989.00	13,605.00	19,776.00	14,011.00	24,560.50	65,093.71	68,013.54	29,895.00	36,070.00	74,357.00	5,639.00	34,078.00	62,600.00	16,412.00	26,178.93	58,723.00	9,305.00	7,902.00	573,209		
Adjustment	(127)	(338)	1,561	(270)	22	42,135	16,171	3,337	871	5,701	618	13,481	17,412	119	(1,764)	2,476	518	(18)	101,905		
Current Assets																					
Current Liabilities																					
Fund Balance																					
New Allocations:																					
				Description																	
Improvements Other than Buildings	181/210719	56301	(127)	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210720	56301	(338)	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210721	56301	1,561	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210722	56301	(270)	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210723	56301	22	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210724	56301	42,135	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210725	56301	16,171	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210726	56301	3,337	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210727	56301	871	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210728	56301	5,701	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210729	56301	618	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210730	56301	13,481	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210731	56301	17,412	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210732	56301	119	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210733	56301	(1,764)	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210734	56301	2,476	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210735	56301	518	Placing funds into the proper account for Drainage improvements.																	
Improvements Other than Buildings	181/210736	56301	(18)	Placing funds into the proper account for Drainage improvements.																	
Total New Allocations		101,905																			

9th Cent Gas Tax (Fund - 333)							
	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>	
Current Assets	256,447.29	30,815.27	29,688.45	537.26	542.99	548.24	
Current Liabilities	0.00	1,525.43	0.00	0.00	0.00	0.00	
Fund Balance	256,447	29,290	29,688	537	543	548	
Less: Original Estimate	244,549.00	27,949.00	0.00	0.00	0.00	0.00	
Adjustment	\$11,898	\$1,341	\$29,688	\$537	\$543	\$548	
Revenues	2,747.73	1,246.80	61.80	110.81	5.73	5.25	
Expenses	209,976.04	228,404.25	0.00	29,262.00	0.00	0.00	
Excess/(Deficiency)	(207,228)	(227,157)	62	(29,151)	6	5	
Beginning Fund Balance	463,675	256,447	29,627	29,688	537	543	
Ending Fund Balance	256,447	29,289	29,688	537	543	548	
		0	0	(0)	(0)	(0)	
Department	Cost Center	Object Code	Title	Adjustment	Description		
Engineering	333/210204	56301	Improvements other than Bldgs.	548	Road paving/Dirt road paving projects		
			Total New Allocations	548			

Local Option Sales Tax III								
		Fund 352						
	Fund Balance	93,945,172.60						
	Less: Original Estimate	86,533,673.76						
	Adjustment	\$7,411,498.84						
	Total Adjustments:	7,411,499						

Revenue							
					Rebudget		
	Department	Account	Title	Estimate	Actual	Adjustment	Description
		389901	Estimated Fund Balance	86,533,673.76	93,945,172.60	7,411,498.84	Fund Balance True-up
	Engineering	331319	Maplewoods Drainage Grant	137,226.00	0.00	(137,226.00)	Maplewoods Drainage Grant
		331413	Myrtle Grove Elementary Sidewalks Grant	225,756.00	205,188.28	(20,567.72)	Myrtle Grove Elementary Sidewalks Grant
		334448	Crabtree Church Road Grant	1,274,518.00	1,250,249.00	(24,269.00)	Crabtree Church Road Grant
		334491	LAP-CR 196 Paved Shoulder	236,649.00	616,208.87	379,559.87	LAP-CR 196 Paved Shoulder
		334492	LAP-CR 99 Paved Shoulders	248,979.00	1,547,442.56	1,298,463.56	LAP-CR 99 Paved Shoulders
		334497	East Johnson Stormwater LAP	478,402.49	259,200.00	(219,202.49)	East Johnson Stormwater LAP
		337302	ECUA Contributions	3,534,564.00	3,589,761.93	55,197.93	ECUA Contributions
		337403	SRIA Contributions	1,403,277.62	0.00	(1,403,277.62)	SRIA Contributions
		334734	FWC Grant	0.00	100,000.00	100,000.00	FWC Grant
		334493	EDTPFA Agreement(CR184, Beulah and Car	0.00	1,674,000.00	1,674,000.00	EDTPFA Agreement(CR184, Beulah and Carlisle)
		334732	FWC Land Acquisition #12485	0.00	90,631.00	90,631.00	FWC Land Acquisition #12485
		334494	LAP - North W Street Sidewalks	0.00	40,000.00	40,000.00	LAP - North W Street Sidewalks
		334499	CR292 Gulf Breeze Highway LAP	148,517.01	148,518.00	0.99	CR292 Gulf Breeze Highway LAP
		334392	JPA/Potholes/Navy Blvd	0.00	9,899.54	9,899.54	JPA/Potholes/Navy Blvd
		347301	Charges for Services	3,920.00	0.00	(3,920.00)	Charges for Services
		381501	Transfers from F-501			48,487.00	Transfers from F-501, leave buyback.
	Total					\$9,299,275.90	

					Rebudget			
	Department	Cost Center	Account	Title	Estimate	Actual	Adjustment	Description
	Non-Departmental	352/110254	58201	Aids to Private Organizations	0.00	340,791.95	340,791.95	IHMC Loan for New Building
	Non-Departmental	352/110272	58101	Aids to Government Organizations	3,181,703.00	0.00	(3,181,703.00)	SRIA Beach Renourishment
	Non-Departmental	352/110273	56301	Improvements Other than Bldgs.	6,612,312.99	6,612,313.94	0.95	LOST Economic Development/OLFx
	Non-Departmental	352/110274	56301	Improvements Other than Bldgs.	190,000.00	284,949.15	94,949.15	Pensacola Beach Restrooms/Boardwalks
	Non-Departmental	352/110267	56301	Improvements Other than Bldgs.	9,097,793.58	12,595,313.93	3,497,520.35	Public Facilities
	Engineering	352/210104	56301	Improvements Other than Bldgs.	384,571.09	384,571.42	0.33	UWF Campus Agreement
	Engineering	352/210109	56301	Improvements Other than Bldgs.	2,230,161.88	2,482,811.77	252,649.89	FDOT Olive Road Grant
	Engineering	352/210110	56301	Improvements Other than Bldgs.	1,274,518.00	1,388,719.12	114,201.12	Crabtree Church Road
	Engineering	352/210112	56301	Improvements Other than Bldgs.	137,226.00	0.00	(137,226.00)	Maplewoods Drainage Grant True-Up
	Engineering	352/210113	56301	Improvements Other than Bldgs.	611,071.00	611,070.52	(0.48)	Jacks Branch Road
	Engineering	352/210114	56301	Improvements Other than Bldgs.	1,900,467.02	1,674,000.00	(226,467.02)	EDTPFA Muscogee & US29
	Engineering	352/210115	56301	Improvements Other than Bldgs.	977,939.00	877,985.40	(99,953.60)	Quitewater Beach Landing
	Engineering	352/210117	56301	Improvements Other than Bldgs.	478,402.49	326,055.00	(152,347.49)	East Johnson Stormwater
	Engineering	352/210118	56301	Improvements Other than Bldgs.	148,517.01	302,428.00	153,910.99	CR292 Gulf Beach Highway Drainage
	Engineering	352/210119	56301	Improvements Other than Bldgs.	537,096.62	523,821.11	(13,275.51)	HMGP Bristol Creek Area
	Engineering	352/210121	56301	Improvements Other than Bldgs.	314,273.73	314,090.88	(182.85)	HMGP Lake Charlene
	Engineering	352/210517	56301	Improvements Other than Bldgs.	225,756.00	226,199.92	443.92	Myrtle Grove Elementary Sidewalks
	Engineering	352/210107	56401	Machinery & Equipment	114,159.50	64,584.32	(49,575.18)	Road Equipment
	Engineering	352/210107	56301	Improvements Other than Bldgs.	90,900,009.22	95,863,059.81	4,963,050.59	Transportation & Drainage
	Environmental Resources	352/220102	56301	Improvements Other than Bldgs.	2,733,195.90	4,182,782.66	1,449,586.76	Environmental Resources/CRA
	Corrections	352/290407	56401	Machinery & Equipment	200,000.00	172,790.00	(27,210.00)	Detention Equipment
	Corrections	352/290407	56201	Buildings	11,124,394.15	6,703,391.78	(4,421,002.37)	Detention Building
	Public Safety/Fire	352/330228	56201	Buildings	0.00	2,495,547.26	2,495,547.26	Fire Station/Training Facility
	Public Safety/Fire	352/330228	56401	Machinery & Equipment	387,854.00	1,164,283.10	776,429.10	Fire Replacement Equipment
	Public Safety	352/330435	56201	Buildings	0.00	429,427.09	429,427.09	Public Safety Building
	Public Safety	352/330435	56401	Machinery & Equipment	162,000.00	843,883.15	681,883.15	Public Safety Equipment
	Parks & Recreation	352/350229	56301	Improvements Other than Bldgs.	5,118,501.65	5,064,882.01	(53,619.64)	Parks & Recreation
	Judicial	352/410149	56201	Buildings	43,083.00	49,014.15	5,931.15	Judicial Improvements
	Sheriff	352/540115	56201	Buildings	0.00	112,039.01	112,039.01	Sheriff Building Improvements
	Sheriff	352/540115	56401	Machinery & Equipment	2,681,818.00	5,352,185.28	2,670,367.28	Sheriff Vehicle Replacement
	Reserves	352/110267	59801	Reserves	425,378.00	0.00	(425,378.00)	Reserves
	Salaries	352/210107	51201	Salaries			37,263.00	Leave Buyback
	Salaries	352/211301	51201	Salaries			6,322.00	Leave Buyback
	Salaries	352/350229	51201	Salaries			978.00	Leave Buyback
	Salaries	352/350231	51201	Salaries			2,240.00	Leave Buyback
	Salaries	352/370106	51201	Salaries			1,684.00	Leave Buyback
	Total						\$9,299,275.90	

Solid Waste Fund (401)							
	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>		
CURRENT ASSETS							
cash	2,625.00	2,625.00	2,625.00	2,600.00	2,600.00		
equity in pooled cash	16,144,148.99	13,976,913.00	18,622,508.95	22,663,593.92	28,584,724.54		
acct rcv	<u>1,728,798.66</u>	<u>1,374,127.00</u>	<u>1,552,490.21</u>	<u>1,743,114.26</u>	2,149,797.06		
Outflow pension FRS					<u>379,365.00</u>		
	17,875,572.65	15,353,665.00	20,177,624.16	24,409,308.18	31,116,486.60		
CURRENT LIABILITIES							
compensated absences--current		49,359	52,117.25	48,480.41	50,269.04		
vouchers payable	2,244,132.89	224,749.00	228,520.72	193,032.17	179,828.59		
contracts payable	238,812.65	28,771.00	0.00	0.00	7,873.34		
D TOG	0.00	216.00	124.04	0.00	0.00		
wages payable	71,653.31	76,325.00	95,763.47	97,523.59	115,741.08		
customer deposits	149,652.17	97,096.00	101,698.75	106,848.75	116,845.75		
deferred rev	2,022.41	2,022.00	2,022.41	2,022.41	2,022.41		
capital leases	0.00	0.00	0.00	0.00	0.00		
landfill closure	<u>462,765.32</u>	<u>317,301.00</u>	<u>238,819.73</u>	<u>123,228.80</u>	86,409.65		
Deferred Rv -Inflow pension FRS					<u>384,237.00</u>		
	3,169,038.75	795,839.00	719,066.37	571,136.13	943,226.86		
ENDING FB	14,706,533.90	14,557,826.00	19,458,557.79	23,838,172.05	30,173,259.74		
Less: original FB est and rebudgets	5,813,382.75	2,605,484.00	2,474,285.97	6,530,706.40	8,557,016.89		
Adjustment before landfill closure	8,893,151.15	11,952,342.00	16,984,271.82	17,307,465.65	21,616,242.85		
minus landfill closure	5,901,856.85	6,479,966.00	6,842,055.16	7,193,388.37	7,480,187.71		
Final Adjustment	2,991,294.30	5,472,376.00	10,142,216.66	10,114,077.28	14,136,055.14		
check:							
REVs	11,545,348.33	12,135,685.00	14,137,392.21	13,844,206.00	15,428,789.44		
-EXPs	<u>10,069,626</u>	<u>10,241,603</u>	<u>10,122,810</u>	<u>11,035,808</u>	<u>10,285,195</u>		
	1,475,722.18	1,894,082.00	4,014,581.76	2,808,397.67	5,143,594.62		
Fixed Assets - depreciation	39,736,977.39	41,880,739.00	40,790,401.78	39,671,016.54	38,126,768.47		
Long Term Liab	13,077,952.40	13,960,914.00	14,656,756.43	15,999,141.36	16,896,611.93		
advance from F501	3,125,714.29	2,344,286.00	1,562,857.15	781,428.58	0.00		
Res for Enc-Contracts	0.00	0.00	0.00	0.00	0.00		
Total Contributed Capital	0.00	0.00	0.00	0.00	0.00		
Fund Balance	36,764,122.42	38,239,283.00	40,014,764.23	<u>43,920,220.98</u>	<u>46,259,821.66</u>		
Working Capital	14,706,533.90	14,557,826.00	19,458,557.79	23,838,172.05	30,173,259.74		
check	0.00	0.00	0.00	0.00	0.00		
FY2017							
Department	Fund	Cost Center	Title	PO	Account		
Solid Waste	401	401/230310	Reserves		59801	14,191,413	Reserves
Solid Waste	401	401/230303	T-fers to F-175		59101	(55,358.00)	Reduction in Transfer due to RCO labor reduction.
Solid Waste	401	401/230301	Salaries		51201	11,296.00	Leave Buyback.
Solid Waste	401	401/230304	Salaries		51201	3,148.00	Leave Buyback.
Solid Waste	401	401/230306	Salaries		51201	3,426.00	Leave Buyback.
Solid Waste	401	401/230307	Salaries		51201	1,807.00	Leave Buyback.
Solid Waste	401	401/230314	Salaries		51201	14,504.00	Leave Buyback.
						14,170,236.00	
Revenue:							
Transfers from F-501	401		Transfers from F-501		381501	34,181.00	Transfers from F-501
Fund Balance	401		Fund Balance		389901	14,136,055.00	Fund Balance
						14,170,236.00	

Building Inspections Fund (406)			
Current Assets	FY2017	FY2016	
Cash on Hand	700.00	700.00	
Equity in Pooled Cash	3,224,986.45	3,141,954.46	
DFOG	-	-	
Accounts Rec	372.25	58.00	
Allow A/R	0.00	0.00	
Total Current Assets	3,226,058.70	3,142,712.46	
Current Liabilities			
Vouchers Pay	11,518.43	103,675.64	
DTOG	-	7.05	
Wages Pay	94,478.33	76,625.94	
Current Deposits	302,302.98	299,207.17	
Total Current Liabilities	408,299.74	479,515.80	
Working Capital (CA-CL)	2,817,758.96	2,663,196.66	x
Rebudgets	-	21,325.00	
Estimate (FRCAS017)	190,303.00	371,141.00	
Adjustment Needed	2,627,455.96	2,270,730.66	
Check			
Revenues	2,637,908.07	2,308,215.70	
Expenses	2,355,944.60	2,685,692.02	
Net Income	281,963.47	(377,476.32)	
Fixed Assets	210,130.27	107,322.45	
Long Term Liab	1,163,332.38	894,733.73	
Contributed Capital	0.00	0.00	
Fund Balance	1,582,593.38	2,253,261.70	
Working Capital	2,817,758.96	2,663,196.66	x
Allocations for 2017			
Expense:			
Account Title	Fund/Cost Center	Account	Amount
Reserves	406/250111	59801	2,586,578
Machinery & Equipment	406/250111	56401	40,878
Salaries	406/250101	51201	1,286.00
Salaries	406/250107	51201	2,117.00
Salaries	406/250108	51201	2,324.00
Salaries	406/250111	51201	2,379.00
Salaries	406/250115	51201	1,902.00
Salaries	406/250115	51201	1,286.00
Salaries	406/250118	51201	1,863.00
Salaries	406/250119	51201	2,081.00
			2,642,694
Revenue:			
Transfers from F-501	406	381501	15,238.00
Fund Balance	406	389901	2,627,456.00
			2,642,694

Reserves
1 Laser copier, 2017 Chevy Equinox, 3 Desk top Computers, 5 Surface Pros
Leave Buyback
Leave Buyback
Leave Buyback
Leave Buyback
Leave Buyback
Leave Buyback
Leave Buyback
Leave Buyback

Transfers from F-501
Fund Balance

EMS Fund (408)		FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	
Current Assets								
Cash on Hand		300.00	300.00	300.00	300.00	300.25	300.25	
Equity in Pooled Cash		9,842,799.77	10,948,919.89	12,915,385.00	13,614,817.91	15,048,637.23	13,763,035.62	
Accounts Rec		4,225,455.69	4,909,328.33	3,582,716.00	4,008,591.91	3,724,842.35	5,390,803.48	
DFOG								
Inventory		<u>201,281.98</u>	<u>179,355.96</u>	<u>195,235.00</u>	<u>221,071.54</u>	<u>274,699.33</u>	302,941.36	
outflow pension FRS							<u>2,311,156.00</u>	
Total Current Assets		14,269,837	16,037,904	16,693,636	17,844,781	19,048,479	21,768,237	
Current Liabilities								
Vouchers Payable		52,471.70	38,993.20	48,214.00	28,381.45	61,420.91	176,325.73	
DTOG		172.03	1,995.18	237.00	2,523.35	2,750.66	1,241.90	
Compensated Absences		582.22	0.00	44,896.00	47,425.70	47,354.69	41,368.06	
Wages Pay		206,041.76	233,223.39	247,279.00	297,866.34	349,561.19	390,240.40	
capital leases		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00	
inflow pension FRS							<u>2,340,840.00</u>	
Total Current Liabilities		259,268	274,212	340,626	376,197	461,087	2,950,016	
Working Capital		14,010,570	15,763,692	16,353,010	17,468,585	18,587,392	18,818,221	
Estimate		17,500	222,950.18	1,765,996.00	2,589,141.00	3,330,044.00	3,134,881.13	
Adjustment Needed		<u>13,993,070</u>	<u>15,540,742</u>	<u>14,587,014</u>	<u>14,879,444</u>	<u>15,257,348</u>	<u>15,683,339</u>	
Check:								
Revenues		16,166,358.03	10,967,292.41	13,007,998.00	12,382,530.63	12,826,853.41	12,989,459.68	
Expenses		<u>12,965,024.47</u>	<u>9,235,918.65</u>	<u>9,734,891.00</u>	<u>10,715,279.42</u>	<u>15,555,947.46</u>	<u>11,902,304.30</u>	
Net Income		3,201,334	1,731,374	3,273,107	1,667,251	-2,729,094	1,087,155	
Fixed Assets		7,368,799.77	7,198,812.75	8,468,890.00	8,239,098.87	9,369,087.40	10,259,732.89	
Accum Dep'n		4,800,788.11	5,127,026.12	5,513,390.00	5,065,930.68	6,253,239.45	6,711,344.05	
Long Term Liabilities		483,766.77	430,097.66	404,059.00	426,831.18	4,521,973.18	6,472,899.60	
Contributed Capital		0.00	0.00	0.00	0.00	0.00	0.00	
Fund Balance		<u>12,893,481.06</u>	<u>15,674,007.62</u>	<u>15,631,344.00</u>	<u>18,547,670.32</u>	<u>19,910,360.53</u>	<u>14,806,554.48</u>	
		14,010,570	15,763,692	16,353,010	17,468,585	18,587,392	18,818,221	
					0	0	0	
FY2017			calculated adjustment	-minus 2/3 uncollectible A/R	adjustment to be recognized	allocation		
Reserves	408/330302	59801	15,683,339	3,557,930	12,125,409	12,125,409	Reserves	
Salaries	408/330302	51201				24,748	leave buy back	
Salaries	408/330603	51201				1,528	leave buy back	
						12,151,685		
Revenue:								
Transfers from F-501	408	381501				26,276	Transfers from F-501	
Fund Balance	408	389901				12,125,409	Fund Balance	
						12,151,685		

Civic Center Fund (409)	Bay Center	County	Bay Center	County	Bay Center	County
	FY2017	FY2017	FY2016	FY2016	FY2015	FY2015
Current Assets						
Cash In Bank	1,787,241.68		655,527.93		1,354,475.11	
Cash on Hand	39,205.48		39,200.00		29,211.23	
Equity in Pooled Cash		691,653.21		609,122.17		400,462.00
Accounts Rec	97,516.06		103,605.86		101,515.74	
Prepaid Items	535.44		491.00		19,928.56	
Inventory	69,365.77		58,531.92		62,557.17	
Total Current Assets	1,993,864.43	691,653.21	857,356.71	609,122.17	1,567,687.81	400,462.00
Current Liabilities						
Vouchers Pay	588,119.65		262,944.95		437,328.30	
Accrued Sales Tax	17,474.79		13,951.83		48,164.65	
Deferred Revenue	1,006,200.56		283,290.46		779,405.36	
Contracts Payable						0.00
Total Current Liabilities	1,611,795.00	0.00	560,187.24	0.00	1,264,898.31	0.00
Working Capital	382,069.43	691,653.21	297,169.47	609,122.17	302,789.50	400,462.00
Estimate						
Adjustment Needed	382,069.43	691,653.21	297,169.47	609,122.17	302,789.50	400,462.00
Check:		1,073,723		906,292		703,252
Revenues		6,439,454.93		5,817,643.84		5,895,705.19
Expenses		6,837,255.87		6,684,434.64		6,560,115.06
Net Income		(397,800.94)		(866,790.80)		(664,409.87)
Fixed Assets		5,577,396.96		6,242,308.90		6,948,569.84
Long Term Liabilities		651,940.98		751,620.98		388,050.98
Reserve for Enc						
Contributed Capital						
Fund Balance		6,396,979.56		7,263,770.36		7,928,180.23
Check:		1,073,723		906,292		703,252
Subtract Re-Budgets		0.00		0.00		41,000.00
Final Adj to FB:		1,073,722.64		906,291.64		662,251.50
New Allocations:						
Account Title	Fund/Cost Center	Account	Amount			
Reserves	409/360401	59801	860,822			
Promotional Activities	409/360401	54801	212,901			
			1,073,723			

Internal Service Fund (501)				
Fund Balance		0		
Less: Original Estimate		0		
BC/BS Grant Balance		0		
Transfers from F-114		2,425,000		
Adjustment		\$2,425,000		
New Allocations:		Account:	Amount:	
Transfers Out	501/110204	59101	1,586,441	Transfers to other funds for leave buyback.
Salaries	501/140833	51201	4,916	Leave Buyback
Salaries	501/150107	51201	9,737	Leave Buyback
Salaries	501/210407	51201	1,508	Leave Buyback
Salaries	501/310205	51201	6,325	Leave Buyback
Insurance	501/140834	54501	200,000	Insurance Premiums
Reserves	501/140835	59801	616,073	Reserves
Reserves	501/150111	59801	0	BC/BS Grant Balance
Other Contractual Srvcs.	501/140836	53401	0	Out of County Inmate Costs
	Total:		2,425,000	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11589

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 01/19/2017

Issue: 5:32 p.m. Public Hearing to Consider Amending the Dangerous Dog Ordinance

From: Tim Tolbert, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending provisions of the Escambia County Code of Ordinances Relating to Dangerous Dogs: Chapter 10, Article I, Section 10-3. - Definitions; Chapter 10, Article I, Section 10-14. - Dangerous or Vicious Animals; and Chapter 10, Article I, Section 10-23. - Penalties.

Recommendation: That the Board adopt an Ordinance amending Chapter 10, Article I, Section 10-3. - Definitions; Chapter 10, Article I, Section 10-14. - Dangerous or Vicious Animals; and Chapter 10, Article I, Section 10-23. - Penalties.

BACKGROUND:

The proposed Code amendments relating to dangerous dogs are required to effect consistency with 2016-16, Laws of Florida, which amended Florida Statutes Sections 767.12, 767.13(2), 767.14, 767.16, and 767.136, effective March 8, 2016.

At its January 5, 2017, Regular Board of County Commissioners meeting, the Board approved setting the Public Hearing for consideration of amending the Dangerous Dog Ordinance.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was drafted by Assistant County Attorney Bobbie Ellis-Wiggins and was advertised in the January 7, 2017, edition of the *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Proposed Ordinance

Section 10-14 incorporating proposed amendments

PNJ Proof of Advertisement

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ORDINANCE NUMBER 2017-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 10, ARTICLE I, SECTION 10-3 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATED DEFINITIONS; AMENDING CHAPTER 10, ARTICLE I, SECTION 10-14 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATED TO DANGEROUS OR VICIOUS ANIMALS; AMENDING CHAPTER 10, ARTICLE I, SECTION 10-23 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATED TO PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted 2016-16, Laws of Florida, amending Florida Statutes Sections 767.12, 767.13(2), 767.14, 767.16, and 767.136, effective March 8, 2016; and

WHEREAS, the Board of County Commissioners finds that the statutory amendments necessitate the amendment of Escambia County Code of Ordinances Chapter 10, Article 1, Sections 10-3, 10-14, and 10-23 relating to dangerous dogs; and

WHEREAS, the Board of County Commissioners further finds that amending the Code provisions relating to dangerous dogs serves an important public purpose and advances the public health, safety, and welfare of the citizens of Escambia County.

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

SECTION 1. Chapter 10, Article I, Section 10-3 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 10-3. - Definitions.

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

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

Animal means every living dumb creature.

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

46 the city, county, or state. In those areas not served by an animal control authority, the
47 sheriff shall carry out the duties of the animal control authority under this
48 chapter. Escambia County Animal Services Division.

49
50 Animal control officer means any ~~person~~ individual employed, contracted
51 with, or appointed ~~who is authorized to investigate, on public or private property, and to~~
52 ~~issue citations as provided in this chapter by the animal control authority for the purpose~~
53 of enforcing the laws and ordinances relating to animals. An animal control officer is not
54 authorized to bear arms or make arrests.

55
56 *Animal enclosure* means any pet store, pet shop, animal shelter, kennel, animal
57 rescue organization facility, sty, barnyard, impoundment area or other area where
58 animals are housed and kept, whether for retail, breeding purposes or as household
59 pets.

60
61 *Animal rescue organization* means a humane society or other nonprofit
62 organization that is: dedicated to the protection of animals; duly registered with the
63 Florida Department of State and the Florida Department of Agriculture and Consumer
64 Services; and properly organized as a charitable organization under § 501(c)(3) of the
65 Internal Revenue Code.

66
67 *Animal shelter* means the offices of the animal control officer where an
68 impoundment area for animals is provided.

69
70 *Barnyard animals* means all animals of the equine, bovine or swine class and
71 includes goats, sheep, mules, horses, hogs or cattle and domesticated poultry.

72
73 *Community cat* means any free-roaming cat that does not have an owner but
74 may be cared for by one or more residents of the immediate area who is/are known or
75 unknown: a community cat may or may not be feral. Community cats shall be
76 distinguished from other cats by being sterilized, vaccinated against the threat of rabies,
77 and ear tipped (preferably on the left ear). Qualified community cats are exempt from
78 pickup and impounding as strays under section 10-5, tag requirements of section 10-
79 8(b), licensing requirements of section 10-9, and roaming at large provisions of section
80 10-11(a), but may be subject to the animal nuisance provisions of section 10-11(e).

81
82 *County commissioners* means the board of county commissioners of the county.

83
84 *Cruelty* means any omission, or act of neglect, torture or torment that causes
85 unjustifiable pain or suffering of an animal.

86
87 ~~*Dangerous or vicious animal* means any animal that according to the records of~~
88 ~~the appropriate authority:~~ dog means any dog classified under Section 10-14 as
89 dangerous after final determination and any appeal, and a dog that:

- 91 (1) Has aggressively bitten, attacked, or endangered or has inflicted severe
92 injury on a human being on public or private property;
93
94 (2) Has, ~~more than once,~~ severely injured or killed a domestic animal while off
95 the owner's property; or
96
97 (3) Has, when unprovoked, chased or approached a person upon the streets,
98 sidewalks, or any public grounds in a menacing fashion or apparent
99 attitude of attack, provided that such actions are attested to in a sworn
100 statement by one or more persons and dutifully investigated by the
101 appropriate authority.
102

103 *Direct control* means immediate, continuous physical control of an animal at all
104 times such as by means of a fence, leash, cord, or chain of such strength to restrain the
105 same. In the case of specifically trained or hunting animals which immediately respond
106 to such commands, direct control shall also include aural and/or oral control, if the
107 controlling person is at all times clearly and fully within unobstructed sight and hearing
108 of the animal.
109

110 *Harbor(ing)* means any person or entity that provides care, shelter, protection,
111 refuge, and/or nourishment to an animal.
112

113 *Hobby breeder* means any person who owns or breeds purebred dogs or
114 pedigreed cats primarily for personal recreational use. Personal recreational use may
115 include participation in recognized conformation shows, hunting, field or obedience
116 trials, racing, specialized hunting, working or water trials, and may include improving the
117 physical soundness, temperament, and conformation of a given breed to standard or for
118 the purpose of guarding or protecting the owner's property.
119

119 ~~Impounding officer means the county administrator or his designee.~~

120 *Livestock* means all domestic animals kept for use on a farm or raised for sale
121 and profit.
122

123 *Livestock officer* means the sheriff or his designee.
124

125 *Operational day* means any calendar day excluding Sundays and county
126 holidays.
127

128 *Owner* means any person, firm, corporation or organization possessing,
129 harboring, keeping, or having control or custody of an animal, whether temporary or
130 permanent, or if the animal is owned by a person under the age of 18, that person's
131 parent or guardian.
132

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The species *Homo sapiens* (human beings).
- (2) The species *Canis familiaris* (domestic dogs, including hybrids with wolves, coyotes, or jackals).
- (3) The species *Felis catus* (domestic cats, excluding hybrids with ocelots or margays).
- (4) The species *Equus caballus* (domestic horses).
- (5) The species *Equus asinus* (asses/donkeys).
- (6) The species *Bos taurus* (cattle).
- (7) The subspecies *Ovis ammon aries* (sheep).
- (8) The species *Capra hircus* (goats).
- (9) The subspecies *Sus scrofa domestica* (swine).
- (10) Domesticated races of the species *Gallus gallus* or *Meleagris gallopavo* (poultry).
- (11) Domesticated races of the species *Mesocricetus auratus* (golden hamsters).
- (12) Domesticated races of the subspecies *Cavia aperea procellus* (guinea pigs).

- 226 (13) Domesticated races of rats or mice (white or albino, trained, laboratory-
227 reared).
228
229 (14) Domesticated races of the species *Oryctolagus cuniculus* (rabbits).
230
231 (15) All captive-bred members of the species of the families Psittacidae
232 (parrots, parakeets), Anatidae (ducks), Fringillidae (finches), and
233 Columbidae (doves and pigeons).
234
235 (16) All captive-bred members of the species *Serinius canaria* of the class
236 Aves (canaries).
237
238 (17) Domesticated races of the species *Carassius auratus* (goldfish).
239
240 (18) Captive-bred members of the superorder Teleostei of the class
241 Osteichthyes (common aquarium fish).
242

243 **SECTION 2.** Chapter 10, Article I, Section 10-14 of the Escambia County Code of
244 Ordinances is hereby amended to read as follows (words underlined are additions and
245 words ~~stricken~~ are deletions):
246

247 **Sec. 10-14. - Dangerous ~~or vicious animals.~~dogs.**
248

249 (a) Dangerous Dog Investigation.
250

251 ~~1. The owner of any animal classified as a dangerous or vicious animal pursuant to~~
252 ~~this chapter, shall confine the animal in a secure or proper enclosure. The owner~~
253 ~~and/or any person who shall release, either willfully or through a failure to~~
254 ~~exercise due care or control, or take such animal out of such secure or proper~~
255 ~~enclosure in such a manner which is likely to cause injury to another person or~~
256 ~~damage to the property of another person shall be in violation of this chapter and~~
257 ~~punished as a civil infraction as provided for in section 10-23.~~

258 (b) ~~An~~ animal control authority shall investigate all reported incidents involving
259 any dog that may be classified as dangerous or vicious and ~~shall~~, if possible,
260 shall interview the owner, and shall require a sworn affidavit from any person,
261 including any animal control officer or enforcement officer, desiring to have a dog
262 classified as dangerous. ~~Any~~

263
264 2. A dog that is the subject of a dangerous dog investigation ~~shall~~may be
265 immediately impounded by the animal control authority and ~~shall remain~~
266 ~~impounded pending the outcome of the investigation,~~ if deemed necessary to
267 protect the public. ~~Animal control officers are hereby authorized to confiscate~~
268 ~~dogs that are the subject of dangerous~~ for quarantine purposes or otherwise,
269 shall remain impounded pending final outcome of the investigation and any
270 appeal. If the dog investigations, and the director is hereby authorized to institute

271 ~~appropriate proceedings in any court of competent jurisdiction if necessary to~~
272 ~~effectuate the seizure of the dog. The animal control is confiscated, the animal~~
273 ~~control officer shall issue~~provide ~~the responsible party~~owner a written
274 ~~notice~~statement of the confiscation ~~including the owner's right, within 10 days of~~
275 ~~impoundment, to petition for custody of the dog pending the final outcome of the~~
276 ~~investigation and any appeal.~~

277
278 3. Within 10 days from the date of impoundment, an owner seeking to retain
279 custody of the dog pending final outcome of the investigation and any appeal
280 shall file a written petition with the Animal Services Division Manager requesting
281 such custody. The petition shall be granted or denied at the sole discretion of the
282 Animal Services Division Manager and if custody is granted, it shall be subject to
283 the owner's compliance with the requirements for retaining custody as provided
284 in subsection (a)5.

285
286 4. The owner shall be responsible for payment of all boarding and other costs and
287 fees incurred during the investigation. required to humanely and safely keep a
288 dog impounded by the animal control authority under this section 10-14.

289
290 (e) A dog 5. A dog subject to investigation hereunder which is not impounded
291 because of a successful petition for custody under Section (a)3. must be
292 humanely and safely confined by the owner according to the requirements in
293 subsections (d)1.a., b., and c., (d)2., and (d)3. pending final outcome of the
294 investigation and any appeal. The address where the dog resides shall be
295 provided to the animal control authority. During such time, the dog may not be
296 relocated or its ownership transferred, and the owner shall immediately notify the
297 animal control authority if the dog becomes loose or unconfined, bites a human
298 being, attacks another animal, or dies.

299
300 6. A dog may not be declared dangerous if the:

301
302 a. The threat, injury, or damage from the dog was sustained by a person who, at
303 the time, was unlawfully on the dog owner's property, or who, while lawfully
304 on the property, was tormenting, abusing, or assaulting the dog or, its owner,
305 or a family member. No dog may be declared dangerous if the of the dog's
306 owner.

307
308 b. The dog was protecting or defending a human being within the immediate
309 vicinity of the dog from an unjustified attack or assault.

310
311 (d) ~~Within ten (10) business days of impoundment, the owner may file a petition with~~
312 ~~the director of animal control requesting custody of the animal during the~~
313 ~~investigation and the petition shall be granted or denied at the discretion of the~~
314 ~~director of animal control. Any animal that is the subject of a dangerous dog~~
315 ~~investigation, that is not impounded with the animal control authority shall be~~

316 humanely and safely confined by the owner in a secure or proper enclosure pending
317 the outcome of the investigation and resolution of any related proceedings. The
318 address of where the animal is confined during the investigation shall be provided to
319 the animal control authority. No animal that is the subject of an investigation may be
320 relocated or ownership transferred pending the outcome of the investigation or any
321 proceedings related thereto.

322
323 (e) ~~After the dangerous dog investigation is concluded, the animal control authority~~(b)
324 Initial Determination.

325
326 1. An animal control authority investigation panel shall make an initial determination
327 as to whether there is sufficient cause to classify the dog as dangerous and shall
328 afford the owner an opportunity for a hearing prior to making a final
329 determination. The animal control authority shall provide written notification of the
330 sufficient cause finding to the owner by registered mail, certified hand delivery, or
331 service provided in conformance with the provisions of F.S. ch. 48. relating to
332 service of process, if sufficient cause is found, as to the appropriate penalty
333 under subsection (b)8.

334
335 (f) ~~Within seven calendar days from~~2. The animal control authority shall notify the
336 date of receiptowner of the notification of date, time, and place the investigation
337 panel will convene and that the owner may attend for purposes of providing
338 information relevant to the panel's determination as to sufficient cause finding,
339 the owner may and penalty.

340
341 3. If the investigation panel finds sufficient cause to classify the dog as dangerous,
342 the animal control authority shall notify the owner of such initial determination
343 and associated penalty, and that the owner may, within 7 days after receipt of
344 such notice, file a written request with the animal control authority for a hearing
345 with the county special magistrate and, if requested to challenge such initial
346 determination, penalty, or both. The notice shall also advise that the owner shall
347 be responsible for all costs associated with the hearing if the special magistrate
348 affirms the initial determination and penalty.

349
350 4. If a hearing is not timely requested, an initial determination of sufficient cause and
351 the associated penalty shall become final and the animal control authority shall
352 send the owner a written final order according to the notice provisions in section
353 (h). Such final order shall be deemed a final determination of a dangerous dog
354 classification hereunder and the owner will have thereby forfeited the right to
355 appeal the classification.

356
357 5. If the investigation panel finds no sufficient cause, custody of the dog shall be
358 returned to the owner.

360 6. If a hearing is timely requested, it shall be held no sooner than five as soon as
361 possible but no more not later than 21 calendar days after receipt of and not
362 earlier than 5 days from the date the request from the owner is received. The
363 hearing shall be a quasi-judicial hearing conducted before the county special
364 magistrate, who shall timely provide ~~notice of hearing by registered mail, certified~~
365 ~~hand delivery or service provided in conformance with the provisions of F.S. ch.~~
366 ~~48, relating to service of process.~~ the owner notice of the hearing. In hearings
367 before the county special magistrate, formal rules of evidence shall not apply, but
368 fundamental due process shall be observed and shall govern all proceedings.
369 The special magistrate shall decide the issues based upon the preponderance of
370 the evidence, issue a final determination order, and send the owner a copy
371 thereof according to the notice provisions in section (h).

372
373 ~~(g)~~ 7. If the owner cannot appear at any a hearing scheduled by the county special
374 magistrate, the owner shall contact the animal control authority as soon as
375 possible but no later than 24 hours prior to the hearing, requesting a continuance
376 to the next available hearing date. If the owner fails to appear at the rescheduled
377 classification hearing, the owner shall be deemed to have waived his or her right
378 to appear at the hearing. In such case, and the special magistrate shall proceed
379 with the hearing and shall notify in the owner in writing of the outcome of the
380 proceeding. owner's absence.

381 (h) ~~After the hearing, the special magistrate shall provide written notice of said~~
382 ~~determination to the owner by registered mail, certified hand delivery or service~~
383 ~~provided in conformance with the provisions of F.S. ch. 48, relating to service of~~
384 ~~process.~~

385
386 ~~(i)~~ 8. A dog is classified as dangerous, the owner due to an incident that causes
387 severe injury to a human being or to a domestic animal may file a written request
388 for a hearing in the county court to, at the sole discretion of the Animal Services
389 Division Manager and based upon the nature and circumstances of the injury and
390 the likelihood of a future threat to public safety, health, and welfare, be destroyed
391 in an expeditious and humane manner; provided, however, a dog may not be
392 destroyed before a final determination order is issued or while an appeal the
393 classification within ten (10) business days after receipt of is pending.

394
395 (c) Final Determination.

396
397 1. If the special magistrate's magistrate's final determination. The county court shall
398 thereafter conduct a hearing on the issue as to whether the animal should be
399 classified as dangerous and review the special magistrate's order affirms the
400 initial determination de novo and penalty, the owner shall pay all costs
401 associated with the hearing notwithstanding the owner's failure to appear. If the
402 animal is in the owner's custody, special magistrate's final determination order
403 reverses the initial determination and penalty:

405 a. Where the owner successfully petitioned for custody under Section (a)3. and
406 retained custody of the dog pending final determination, custody of the dog
407 shall remain with the owner. ~~must confine the animal in a securely fenced or~~
408 ~~enclosed area pending resolution of the appeal. If the animal remains~~
409 ~~impounded,~~

410
411 b. In all other cases, custody of the dog shall be returned to the owner shall be
412 responsible for upon the owner's payment of all boarding and other costs and
413 fees incurred pending resolution required to humanely and safely keep the
414 dog impounded by the animal control authority pursuant to subsection (a)4.
415

416 2. Either party may appeal the special magistrate's final determination to the circuit
417 court in accordance with the Florida Rules of Appellate Procedure; each party
418 shall be responsible for its own fees and costs associated with the appeal.
419

420 (j)(d) Dangerous Dog Registration and Renewals; Requirements. Except as otherwise
421 provided herein, the owner of a dog classified as dangerous after final determination
422 and any appeal upholding same shall have and retain custody of such dog upon
423 obtaining a certificate of registration and annual renewal thereof. Such owner shall:
424

425 1. Within 14 days after a dog final determination order is classified as dangerous by
426 the special magistrate and the determination is upheld on appeal, the owner
427 must issued, or the conclusion of any appeal that affirms such final order, obtain a
428 certificate of registration for the dog from the animal control authority serving the
429 area in which he or she resides, and renew the certificate shall be renewed
430 annually. The animal control authority is authorized to issue such
431 certificates. Certificates of registration and annual renewals may be issued only to
432 persons who are at least 18 years of age and who present to the animal control
433 authority sufficient evidence of:
434

435 (1)a. A current certificate of rabies vaccination for the dog, current animal license
436 tag, and proof of sterilization from a certified veterinarian licensed in any
437 state;
438

439 b. (2) A proper enclosure to confine a dangerous the dog and the posting of the
440 premises with a clearly visible warning sign at all entry points that of the
441 premises which informs both children and adults of the presence of a
442 dangerous dog on the property;
443

444 c. (3) Permanent identification of the dog, such as an electronic implantation;
445 and
446

447 d. (4) Payment of an annual dangerous dog registration fee to the animal control
448 authority. The appropriate governmental unit may impose an annual fee for
449 the issuance of certificates of registration required by this section.

450
451 (k) ~~The owner shall immediately notify the appropriate animal control authority~~
452 ~~when a dog that has been classified as dangerous:~~
453 ~~(1) 2. Not is loose or unconfined;~~
454
455 ~~(2) Has bitten a human being or attacked another animal;~~
456
457 ~~(3) Is sold or given away, or dies; or~~
458
459 ~~(4) Is moved to another address.~~
460
461 (l) ~~Prior to a dangerous dog being sold or given away, the owner shall~~
462 ~~provide the name, address, and telephone number of the new owner to the~~
463 ~~animal control authority. The new owner must comply with all of the requirements~~
464 ~~of this chapter, even if the animal is moved from one local jurisdiction to another~~
465 ~~within the state. The animal control officer or appropriate agency of another~~
466 ~~jurisdiction must be notified by the owner of a dog classified as dangerous that~~
467 ~~the dog is in his jurisdiction.~~
468
469 (m) ~~It is unlawful for the owner of a dangerous dog to permit the dog to be~~
470 ~~outside a proper enclosure unless the dog is muzzled and, restrained by a~~
471 ~~substantial hand-held chain or leash, and under the direct control of a competent~~
472 ~~person. The muzzle shall be made in a manner that will not cause injury to the~~
473 ~~dog or interfere with its vision or respiration, but shall prevent it from biting any~~
474 ~~person or animal. When being transported, ~~such dogs~~ the dog shall be safely and~~
475 ~~securely restrained within the vehicle.~~
476
477 (n) ~~Any 3. Immediately notify the animal control authority when the dog:~~
478
479 a. ~~Is loose or unconfined;~~
480
481 b. ~~Has bitten a human being or attacked another animal; classified as~~
482 ~~dangerous~~
483
484 c. ~~Is sold or given away;~~
485
486 d. ~~Is moved to another address; and/or~~
487
488 e. ~~Dies.~~
489
490 4. ~~For subsections 3.c. and 3.d., prior to the dog's transfer or relocation, the owner~~
491 ~~shall only be returned to the custody provide written notice to the animal control~~
492 ~~authority setting forth the name, address, and telephone number of the owner~~
493 ~~after the new owner has satisfied or the dog's new address. A new owner must~~
494 ~~comply with all requirements for the ownership and care of a dangerous dog as~~

495 ~~set forth herein.~~ of this section, even if the animal is relocated to another
496 jurisdiction within the state. The owner shall notify the appropriate animal control
497 agency in the new jurisdiction that the dog has been relocated to that jurisdiction.
498

499 (e) Failure to Comply with Dangerous Dog Requirements.
500

501 1. Should the owner of a dog classified dangerous fail to timely comply with the
502 foregoing registration requirements on or before the 14th day after final
503 classification is rendered, the animal control authority shall retain custody of the
504 animal dog and the animal dog shall be destroyed in an expeditious and humane
505 manner.
506

507 2. If the an owner, thereafter, with custody of a dangerous dog after final
508 determination and any appeal fails to comply with the aforementioned or remain
509 in compliance with all dangerous dog ownership and care requirements,
510 including but not limited to annual registration renewal, the animal control
511 authority may immediately impound the animal pending the owner's compliance
512 with impoundment at the expense of dog and the owner. shall be in violation of
513 this section and subject to the penalties provided in section 10-23. Should the
514 owner fail to comply with the foregoing requirements on or before the
515 fourteenth owner's noncompliance continue through the 14th day after the
516 animal dog is impounded, the animal control authority shall retain custody of the
517 animal dog and the animal dog shall be destroyed in an expeditious and humane
518 manner.
519

520 (ef) Attacks or Injuries by Dogs
521

522 1. If a dog that has [been] previously declared classified as dangerous after final
523 determination and any appeal attacks or bites a human or a domestic animal
524 without provocation, the owner shall be in violation of this chapter section and
525 punished as a civil infraction as subject to the penalties provided for in section 10-
526 23. In addition, the dog shall be immediately impounded by the animal control
527 authority and shall remain impounded under quarantine pending resolution of any
528 related proceedings. The animal control authority shall provide the owner with a
529 sufficient cause finding and within seven calendar days from the date of receipt
530 of the notification of the sufficient cause finding, the owner may file a written
531 request with the animal control authority for a hearing with the county special
532 magistrate as provided herein. After final resolution of any related proceedings, if
533 the sufficient cause finding is upheld the dog shall be destroyed in an expeditious
534 and humane manner, and the owner shall be responsible for all boarding costs
535 and fees required to confiscate, impound, and destroy the animal. all
536 proceedings set forth in subsections (c) - (e) hereof.
537

538 (p) 2. If a dog that has not been previously declared classified as dangerous or
539 vicious attacks and causes severe injury or the death to of a human or a domestic

540 animal without provocation, the owner shall be in violation of this chapter and
541 punished as a civil infraction as provided for in section 10-23. In addition being,
542 the dog shall be immediately impounded~~confiscated~~ by the~~an~~ animal control
543 authority and the dog shall be held at the county animal shelter under officer,
544 placed in quarantine pending resolution of any related proceedings, if necessary,
545 for the proper length of time, and impounded. The animal control authority shall
546 timely provide notify the owner with a sufficient cause finding that the dog has
547 been impounded and will be expeditiously and within seven calendarhumanely
548 destroyed 7 days fromafter the date of owner's receipt of the notification of the
549 sufficient cause finding,notice unless the owner may filefiles a written request
550 with the animal control authority for a hearing with the county special magistrate
551 as provided herein. After final resolution of any related proceedings, if the
552 dangerous dog determinationwithin such 7-day period. If a hearing is upheld the
553 dog shall be destroyedtimely requested, the provisions in this section 10-14 for
554 hearings and appeals shall apply. If a hearing is not timely requested, the animal
555 control authority shall destroy the dog in an expeditious and humane manner;
556 and the owner shall be responsible for all boarding costs and fees required to
557 confiscate, impound, and destroy the animal.

558
559 (q) (g) Exemptions.

560
561 1. Hunting dogs are exempt from the provisions of this section when engaged in
562 any legal hunt or training procedure. Dogs engaged in training or exhibiting in
563 legal sports such as obedience trials, conformation shows, field trials,
564 hunting/retrieving trials, and herding trials, are exempt from the provisions of this
565 chaptersection when engaged in any such legal procedures. However, such dogs
566 but are at all other times and in all respects shall be subject to this
567 chapter.section. Dogs that have been classified as dangerous shallmay not be
568 used for hunting purposes.

569
570 2. (r) This section does not apply to dogs used Dogs that are owned, or the service
571 of which are employed, by a law enforcement officialagency, are exempt from
572 this section.

573
574 3. Any dog used as a service dog for law enforcement work. blind, hearing
575 impaired, or disabled persons that bites another animal or a human is exempt
576 from any quarantine requirement following such bite if the dog has a current
577 rabies vaccination that was administered by a licensed veterinarian.

578
579 (s) (h) Notices. All notices to the dog owner under this section shall be in writing and
580 delivered by certified mail or by service of process pursuant to F.S. Chapter 48.

581
582 (i) Penalties. A violation of any provision of this section shall be a civil infraction
583 punishable pursuant to section 10-23.

585 **SECTION 3.** Chapter 10, Article I, Section 10-23 of the Escambia County Code of
586 Ordinances is hereby amended to read as follows (words underlined are additions and
587 words ~~stricken~~ are deletions):
588

589 **Sec. 10-23. - Penalties.**
590

591 (a) Except as otherwise provided, a violation of this chapter is a civil infraction, ~~except~~
592 ~~as provided for in subsection (f) and subsections (g)(1), (2) and (3) of this section.~~
593 Each violation as to each animal in the care, custody, and control of the owner shall
594 constitute a separate offense. Each day or fraction thereof during which a violation of
595 this chapter continues shall be considered a separate offense.
596

597 (b) The maximum civil penalty for a civil infraction shall not exceed \$500.00.
598

599 (c) By resolution, the board of county commissioners shall establish the amount of any
600 civil penalty for a civil infraction. Such resolution may be amended from time to time
601 and is incorporated by reference and made a part hereof. In addition to each civil
602 penalty, there is hereby imposed a surcharge of \$5.00 for ~~violations involving animal~~
603 ~~control or animal cruelty.~~ any violation of this chapter. The proceeds shall be placed
604 in a separate fund and used to pay the costs of ~~the 40-hour minimum standards~~
605 ~~training course required for county animal control officers as provided in F.S. §~~
606 ~~828.27(4)(b).~~
607

608 (d) In addition to the penalties provided herein, the county is hereby authorized to
609 institute any appropriate action or proceeding, including suit for injunctive relief, in
610 order to prevent or abate violations of this chapter.
611

612 (e) Upon a ~~third~~second or subsequent conviction for a violation of this chapter, and
613 upon prior written notice to the owner delivered by certified mail or by service of
614 process pursuant to F.S. Chapter 48, the county may ~~seek an injunction~~
615 ~~prohibiting~~ request the judge rendering such second or subsequent conviction to
616 enjoin an owner from acquiring, owning, possessing, or harboring animals within
617 Escambia County indefinitely or for a specified period of up to three years. For the
618 purpose of this provision, "conviction" shall mean that a citation for a violation of this
619 chapter was issued and either the citation was not appealed or, if the citation was
620 appealed, the action of the officer as to such violation was affirmed on appeal.
621

622 (f) The ~~department head~~ Animal Services Division Manager or designee may record a
623 certified copy of any order imposed pursuant to this chapter in the public records of
624 Escambia County, Florida, which shall constitute a lien against the violator's real and
625 personal property. Such order may be enforced in the same manner as a court
626 judgment, including levy against the personal property of the violator.
627

628 (g) Any person paying a penalty pursuant to a civil infraction violation of this chapter
629 shall be deemed to have admitted the violation. In no event shall a penalty amount,

630 when a person admits without contesting the violation, exceed the limits specified in
631 the animal control fee resolution as approved by the board of county commissioners.
632

633 (h) An individual who contests the violation and after trial is found in violation of the
634 provisions of this chapter, except as provided below, shall be guilty of a civil
635 infraction and punished by a fine of not less than \$50.00 per violation and not more
636 than \$500.00 per violation, and shall pay all costs associated with the trial.
637

638 (i) Any person who willfully refuses to accept and sign a citation or notice to appear
639 shall be in violation of this chapter and shall be guilty of a misdemeanor of the
640 second degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083 (F.S. §
641 828.27(4)).
642

643 (j) Any person who owns a dog which aggressively attacks or injures or attempts to
644 attack or injure a person or another animal shall be in violation of this chapter, and
645 the citation issued to such person shall not permit payment of a civil penalty in lieu of
646 court appearance and the owner shall be prosecuted as follows:
647

648 ~~{1}~~ If a dog that has not been ~~previously declared~~ classified as dangerous under the
649 provisions of section 10-14:
650

651 a. Attacks and causes severe injury to or death of any person and the owner
652 had prior knowledge of the dog's dangerous propensities, yet demonstrated a
653 reckless disregard for such propensities under the circumstances, the owner
654 shall be guilty of a second degree misdemeanor, punishable as provided in
655 F.S. § 775.082 or F.S. § 775.083.
656

657 ~~{b.~~ Attacks or bites a person who is engaged in or attempting to engage in a
658 criminal activity at the time of the attack, the owner of the dog is not guilty of
659 any crime under this section.
660

661 ~~2}~~ If a dog that has ~~previously been declared~~ classified as dangerous in accordance
662 with section 10-14:
663

664 a. Attacks a person or a domestic animal without provocation, the owner shall
665 be guilty of a first-degree misdemeanor, punishable as provided in F.S. §
666 775.082 or F.S. § 775.083.
667

668 ~~{3}~~ ~~If a dog that has previously been declared dangerous in accordance with~~
669 ~~section 10-14~~ b. Attacks and causes severe injury or death of any person, the
670 owner shall be guilty of a third-degree felony, punishable as provided in F.S. §
671 775.082, F.S. § 775.083 or F.S. § 775.084.
672

673 **SECTION 4. Severability.**

674

675 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
676 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
677 affect the validity of the remaining portions of this Ordinance.
678

679 **SECTION 5. Inclusion in Code.**
680

681 It is the intention of the Board of County Commissioners that the provisions of
682 this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2016); and
683 that the sections, subsections and other provisions of this Ordinance may be
684 renumbered or relettered and the word "ordinance" may be changed to "section,"
685 "article," or such other appropriate word or phrase in order to accomplish such
686 intentions.
687

688 **SECTION 6. Effective Date.**
689

690 This Ordinance shall become effective upon filing with the Department of State.
691

692
693 DONE AND ENACTED this _____ day of _____, 2017.
694

695 BOARD OF COUNTY COMMISSIONERS
696 ESCAMBIA COUNTY, FLORIDA
697

698 _____
699 D. B. Underhill, Chairman

700 ATTEST: PAM CHILDERS
701 Clerk of the Circuit Court
702

703 BY: _____
704 Deputy Clerk
705

706 (Seal)
707
708
709

710 Enacted:
711 Filed with Department of State:
712 Effective:

Sec. 10-14. - Dangerous dogs.

(a) Dangerous Dog Investigation.

1. The animal control authority shall investigate all reported incidents involving any dog that may be classified as dangerous and, if possible, shall interview the owner, and shall require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.
2. A dog that is the subject of a dangerous dog investigation may be immediately impounded by the animal control authority and, if deemed necessary to protect the public for quarantine purposes or otherwise, shall remain impounded pending final outcome of the investigation and any appeal. If the dog is confiscated, the animal control officer shall provide the owner a written statement of the confiscation including the owner's right, within 10 days of impoundment, to petition for custody of the dog pending the final outcome of the investigation and any appeal.
3. Within 10 days from the date of impoundment, an owner seeking to retain custody of the dog pending final outcome of the investigation and any appeal shall file a written petition with the Animal Services Division Manager requesting such custody. The petition shall be granted or denied at the sole discretion of the Animal Services Division Manager and if custody is granted, it shall be subject to the owner's compliance with the requirements for retaining custody as provided in subsection (a)5.
4. The owner shall be responsible for payment of all boarding and other costs and fees required to humanely and safely keep a dog impounded by the animal control authority under this section 10-14.
5. A dog subject to investigation hereunder which is not impounded because of a successful petition for custody under Section (a)3. must be humanely and safely confined by the owner according to the requirements in subsections (d)1.a., b., and c., (d)2., and (d)3. pending final outcome of the investigation and any appeal. The address where the dog resides shall be provided to the animal control authority. During such time, the dog may not be relocated or its ownership transferred, and the owner shall immediately notify the animal control authority if the dog becomes loose or unconfined, bites a human being, attacks another animal, or dies.
6. A dog may not be declared dangerous if:
 - a. The threat, injury, or damage from the dog was sustained by a person who, at the time, was unlawfully on the dog owner's property or who, while lawfully on

the property, was tormenting, abusing, or assaulting the dog, its owner, or a family member of the dog's owner.

- b. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(b) Initial Determination.

1. An animal control authority investigation panel shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and, if sufficient cause is found, as to the appropriate penalty under subsection (b)8.
2. The animal control authority shall notify the owner of the date, time, and place the investigation panel will convene and that the owner may attend for purposes of providing information relevant to the panel's determination as to sufficient cause and penalty.
3. If the investigation panel finds sufficient cause to classify the dog as dangerous, the animal control authority shall notify the owner of such initial determination and associated penalty, and that the owner may, within 7 days after receipt of such notice, file a written request with the animal control authority for a hearing with the county special magistrate to challenge such initial determination, penalty, or both. The notice shall also advise that the owner shall be responsible for all costs associated with the hearing if the special magistrate affirms the initial determination and penalty.
4. If a hearing is not timely requested, an initial determination of sufficient cause and the associated penalty shall become final and the animal control authority shall send the owner a written final order according to the notice provisions in section (h). Such final order shall be deemed a final determination of a dangerous dog classification hereunder and the owner will have thereby forfeited the right to appeal the classification.
5. If the investigation panel finds no sufficient cause, custody of the dog shall be returned to the owner.
6. If a hearing is timely requested, it shall be held as soon as possible but not later than 21 days and not earlier than 5 days from the date the request is received. The hearing shall be a quasi-judicial hearing conducted before the county special magistrate, who shall timely provide the owner notice of the hearing. In hearings before the county special magistrate, formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern all proceedings. The special magistrate shall decide the issues based upon the preponderance of the evidence, issue a final determination order, and send the owner a copy thereof according to the notice provisions in section (h).

7. If the owner cannot appear at a hearing scheduled by the county special magistrate, the owner shall contact the animal control authority as soon as possible but no later than 24 hours prior to the hearing, requesting a continuance to the next available hearing date. If the owner fails to appear at the rescheduled classification hearing, the owner shall be deemed to have waived his or her right to appear at the hearing, and the special magistrate shall proceed with the hearing in the owner's absence.
8. A dog classified as dangerous due to an incident that causes severe injury to a human being or to a domestic animal may, at the sole discretion of the Animal Services Division Manager and based upon the nature and circumstances of the injury and the likelihood of a future threat to public safety, health, and welfare, be destroyed in an expeditious and humane manner; provided, however, a dog may not be destroyed before a final determination order is issued or while an appeal is pending.

(c) Final Determination.

1. If the special magistrate's final determination order affirms the initial determination and penalty, the owner shall pay all costs associated with the hearing notwithstanding the owner's failure to appear. If the special magistrate's final determination order reverses the initial determination and penalty:
 - a. Where the owner successfully petitioned for custody under Section (a)3. and retained custody of the dog pending final determination, custody of the dog shall remain with the owner.
 - b. In all other cases, custody of the dog shall be returned to the owner upon the owner's payment of all boarding and other costs and fees required to humanely and safely keep the dog impounded by the animal control authority pursuant to subsection (a)4.
2. Either party may appeal the special magistrate's final determination to the circuit court in accordance with the Florida Rules of Appellate Procedure; each party shall be responsible for its own fees and costs associated with the appeal.

(d) Dangerous Dog Registration and Renewals; Requirements. Except as otherwise provided herein, the owner of a dog classified as dangerous after final determination and any appeal upholding same shall have and retain custody of such dog upon obtaining a certificate of registration and annual renewal thereof. Such owner shall:

1. Within 14 days after a final determination order is issued, or the conclusion of any appeal that affirms such final order, obtain a certificate of registration from the animal control authority and renew the certificate annually. Certificates of registration and annual renewals may be issued only to persons who are at least

18 years of age and who present to the animal control authority sufficient evidence of:

- a. A current certificate of rabies vaccination, current animal license tag, and proof of sterilization from a certified veterinarian licensed in any state;
 - b. A proper enclosure to confine the dog and the posting of the premises with a clearly visible warning sign at all entry points of the premises which informs both children and adults of the presence of a dangerous dog on the property;
 - c. Permanent identification of the dog, such as an electronic implantation; and
 - d. Payment of an annual dangerous dog registration fee to the animal control authority.
2. Not permit the dog to be outside a proper enclosure unless the dog is muzzled, restrained by a substantial hand-held chain or leash, and under the direct control of a competent person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting a person or animal. When being transported, the dog shall be safely and securely restrained within the vehicle.
3. Immediately notify the animal control authority when the dog:
- a. Is loose or unconfined;
 - b. Has bitten a human being or attacked another animal;
 - c. Is sold or given away;
 - d. Is moved to another address; and/or
 - e. Dies.
4. For subsections 3.c. and 3.d., prior to the dog's transfer or relocation, the owner shall provide written notice to the animal control authority setting forth the name, address, and telephone number of the new owner or the dog's new address. A new owner must comply with all requirements of this section, even if the animal is relocated to another jurisdiction within the state. The owner shall notify the appropriate animal control agency in the new jurisdiction that the dog has been relocated to that jurisdiction.
- (e) Failure to Comply with Dangerous Dog Requirements.

1. Should the owner of a dog classified dangerous fail to timely comply with the registration requirements, the animal control authority shall retain custody of the dog and the dog shall be destroyed in an expeditious and humane manner.
2. If an owner with custody of a dangerous dog after final determination and any appeal fails to comply or remain in compliance with all dangerous dog ownership and care requirements, including but not limited to annual registration renewal, the animal control authority may immediately impound the dog and the owner shall be in violation of this section and subject to the penalties provided in section 10-23. Should the owner's noncompliance continue through the 14th day after the dog is impounded, the animal control authority shall retain custody of the dog and the dog shall be destroyed in an expeditious and humane manner.

(f) Attacks or Injuries by Dogs.

1. If a dog that has been classified as dangerous after final determination and any appeal attacks or bites a human or a domestic animal without provocation, the owner shall be in violation of this section and subject to the penalties provided in section 10-23. In addition, the dog shall be immediately impounded by the animal control authority and shall remain impounded under quarantine pending resolution of all proceedings set forth in subsections (c) - (e) hereof.
2. If a dog that has *not* been classified as dangerous attacks and causes the death of a human being, the dog shall be immediately confiscated by an animal control officer, placed in quarantine, if necessary, for the proper length of time, and impounded. The animal control authority shall notify the owner that the dog has been impounded and will be expeditiously and humanely destroyed 7 days after the owner's receipt of the notice unless the owner files a written request with the animal control authority for a hearing with the county special magistrate within such 7-day period. If a hearing is timely requested, the provisions in this section 10-14 for hearings and appeals shall apply. If a hearing is not timely requested, the animal control authority shall destroy the dog in an expeditious and humane manner.

(g) Exemptions.

1. Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in such legal procedures but are at all other times and in all respects subject to this section. Dogs that have been classified as dangerous may not be used for hunting purposes.
2. Dogs that are owned, or the service of which are employed, by a law enforcement agency, are exempt from this section.

3. Any dog used as a service dog for blind, hearing impaired, or disabled persons that bites another animal or a human is exempt from any quarantine requirement following such bite if the dog has a current rabies vaccination that was administered by a licensed veterinarian.

(h) Notices. All notices to the dog owner under this section shall be in writing and delivered by certified mail or by service of process pursuant to F.S. Chapter 48.

(i) Penalties. A violation of any provision of this section shall be a civil infraction punishable pursuant to section 10-23.

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: ESCAMBIA CO ATTORNEY/LEGAL ADS
Address: 221 PALAFOX PL STE 430
PENSACOLA FL 32502
USA

Ad No.: 0001836725
Pymt Method: Invoice
Net Amt: \$193.90

Run Times: 1
Run Dates: 01/07/17

No. of Affidavits: 3

Text of Ad:

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, January 19, 2017 at 5:32 p.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 10, ARTICLE I, SECTION 10-3 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATED DEFINITIONS; AMENDING CHAPTER 10, ARTICLE I, SECTION 10-14 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATED TO DANGEROUS OR VICIOUS ANIMALS; AMENDING CHAPTER 10, ARTICLE I, SECTION 10-23 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATED TO PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

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

Legal No. 1836725 1T January 7, 2017



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-11621

11.

BCC Regular Meeting

Meeting Date: 01/19/2017

Issue: Committee of the Whole Recommendation

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

Recommendation:

Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the January 12, 2017, C/W Workshop:

A. Direct each Director to work with the Road Operations Department and Road Prison staff to set their own parameters with regard to geofencing, idling time, and speed, and when finalized, bring them back to the Board for final adoption at the Regular BCC Meeting on February 16, 2017 (C/W Item #3);

B. Approve to move the Pensacola Beach Fee Simple Federal Bills forward (C/W Item #4);

C. Direct staff to continue to move forward and finalize the analysis of the use of a cell phone-based technology that will enable a single reimbursement policy for "in and around travel," that is travel taking place inside Escambia County, in the conduct of every staff member's duties (C/W Item #5);

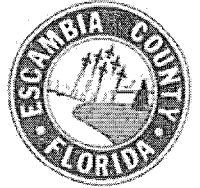
D. Indicate to the Legislature that the Board is looking for some type of pilot program that evaluates ways to reduce non-violent offenders, and approve establishing a task force that would evaluate this issue and bring back something more long-term (C/W Item #6); and

E. Authorize the Chairman to sign the letter to the Mayor and Pensacola City Council regarding Pensacola Energy's dealings with the local plumbing industry, with a date for response prior to the City/County Joint Meeting on January 30, 2017 (Commissioner Underhill's Add-On Item).

Attachments

C/W Backup

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



Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palatka Place, Suite 400
P O. Box 1591
Pensacola, Florida 32501-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

January 12, 2017

Honorable Ashton Hayward
The City of Pensacola
222 West Main Street
Pensacola, FL 32502

Re: Pensacola Energy

Dear Mayor Hayward and Members of the City Council:

On behalf of the Escambia County Commission, I send this letter in response to recent media reports regarding Pensacola Energy's dealings with our local plumbing industry. The sole purpose of this letter is to request information regarding Pensacola Energy's program of maintaining agreements with selected plumbers, as well as the reported proposal to bring plumbers in-house at Pensacola Energy. It is the County Commission's understanding that in either instance, these plumbers are used to perform work that is downstream of the natural gas meter, meaning work inside homes and businesses such as installation of appliances. The County Commission is very concerned with how this may impact the plumbing industry in unincorporated areas of the County. It is our desire that we can have an open and transparent exchange of information and amicably resolve this issue.

As you are aware, on July 11, 2013 the Board of County Commissioners voted unanimously to renew a natural gas franchise agreement with the City for the unincorporated areas of the County. This exclusive agreement runs through 2045 and anticipates the possibility of a 50-year extension. Clearly, this partnership has been a fruitful one for many years and it allows for the option of natural gas services for our citizens in the unincorporated part of the County. The arrangement financially benefits both the City and County.

However, it is our understanding that Pensacola Energy is using a select vendor list of contracted plumbers who the City encourages be used for appliance installations, primarily water heaters. It is our concern that the agreements with these plumbers provide for lower installation rates than the private market would normally bear. Assuming this is true, it likely creates a situation where the plumbers not on the selected vendor list simply cannot compete. Additionally, we understand that as an alternative, Pensacola Energy is proposing to hire in-house plumbers who would earn government salaries to provide services downstream of gas meters, such as appliance installations. If so, this would

1/12/2017 C/W Workshop
Commissioner Underhill's Add-On

possibly eliminate the need for private sector plumbers to perform natural gas related services inside private homes and businesses.

The County Commission is gravely concerned that regardless of whether Pensacola Energy uses a selected vendor list or it employs in-house plumbers, addressing services in private homes and businesses unfairly competes with the private sector. While the County Commission understands that the goal of Pensacola Energy is to get more customers on natural gas as opposed to electricity, Pensacola Energy is still owned and operated by the government. Practices of private utilities do not necessarily translate to those that should be practiced by government-owned utilities.

Therefore, the County Commission respectfully requests that the City engage in a dialogue on this issue. To that end, the Commission asks that the City respond to the following two questions:

1. Can you explain how either hiring in-house plumbers or using selected vendors to perform appliance installations or other services downstream of the gas meter does not result in unfair competition with the private sector?
2. Is it appropriate for government owned Pensacola Energy to compete with the private sector by providing services that are downstream of the gas meter?

The County Commission requests a reply by close of business on Friday, January 27, 2017, in order to have it prior to the joint City-County meeting scheduled for January 30, 2017.

Sincerely,



D. B. Underhill, Chairman, District 2
Board of County Commissioners



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-11608

Clerk & Comptroller's Report 12. 1.

BCC Regular Meeting

Consent

Meeting Date: 01/19/2017

Issue: TDT Collection Data for the October 2016 Returns Received in November 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 October 2016 Returns Received in November 2016

That the Board amend, due to a scrivener's error, the Board's action of January 5, 2017, accepting, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2016 returns received in the month of November 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office, to correct the total collections for the month of October 2016 returns to \$710,342.21.

Attachments

20170105 CR I-1 Resume Page

RESUME OF THE REGULAR BCC MEETING – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk
of the Circuit Court & Comptroller

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax Collections Data for the October 2016 returns received in the month of November 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2017; total collections for the month of October 2016 returns was **\$771,342.21.31**; this is a 13.51% increase over the October 2015 returns; total collections year to date are 10.36% more than the comparable time frame in Fiscal Year 2016.

Approved 5-0

2. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:
 - A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 8, 2016;
 - B. Approve the Minutes of the Attorney-Client Session held December 8, 2016, at 2:45 p.m.;
 - C. Approve the Minutes of the Attorney-Client Session held December 8, 2016, at 3:45 p.m.; and
 - D. Approve the Minutes of the Regular Board Meeting held December 8, 2016.

Approved 5-0



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-11592

Clerk & Comptroller's Report 12. 2.

BCC Regular Meeting

Consent

Meeting Date: 01/19/2017

Issue: TDT Collection Data for the November 2016 Returns Received in December 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 November 2016 Returns Received in December 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2016 returns received in the month of December 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the third month of collections for the Fiscal Year 2017; total collections for the month of November 2016 returns was \$483,152.55; this is a 18.52% increase over the November 2015 returns; total collections year to date are 12.26% more than the comparable time frame in Fiscal Year 2016.

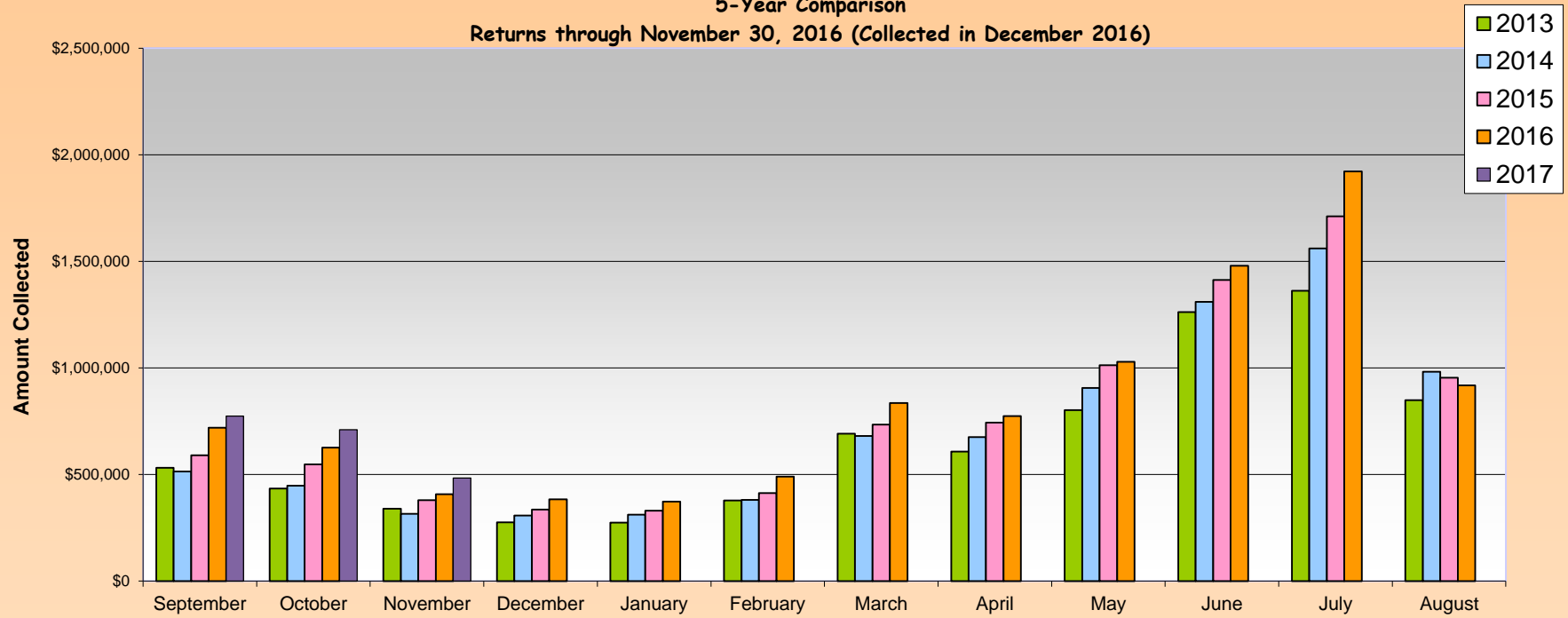
Attachments

November 2016 TDT Collections Data

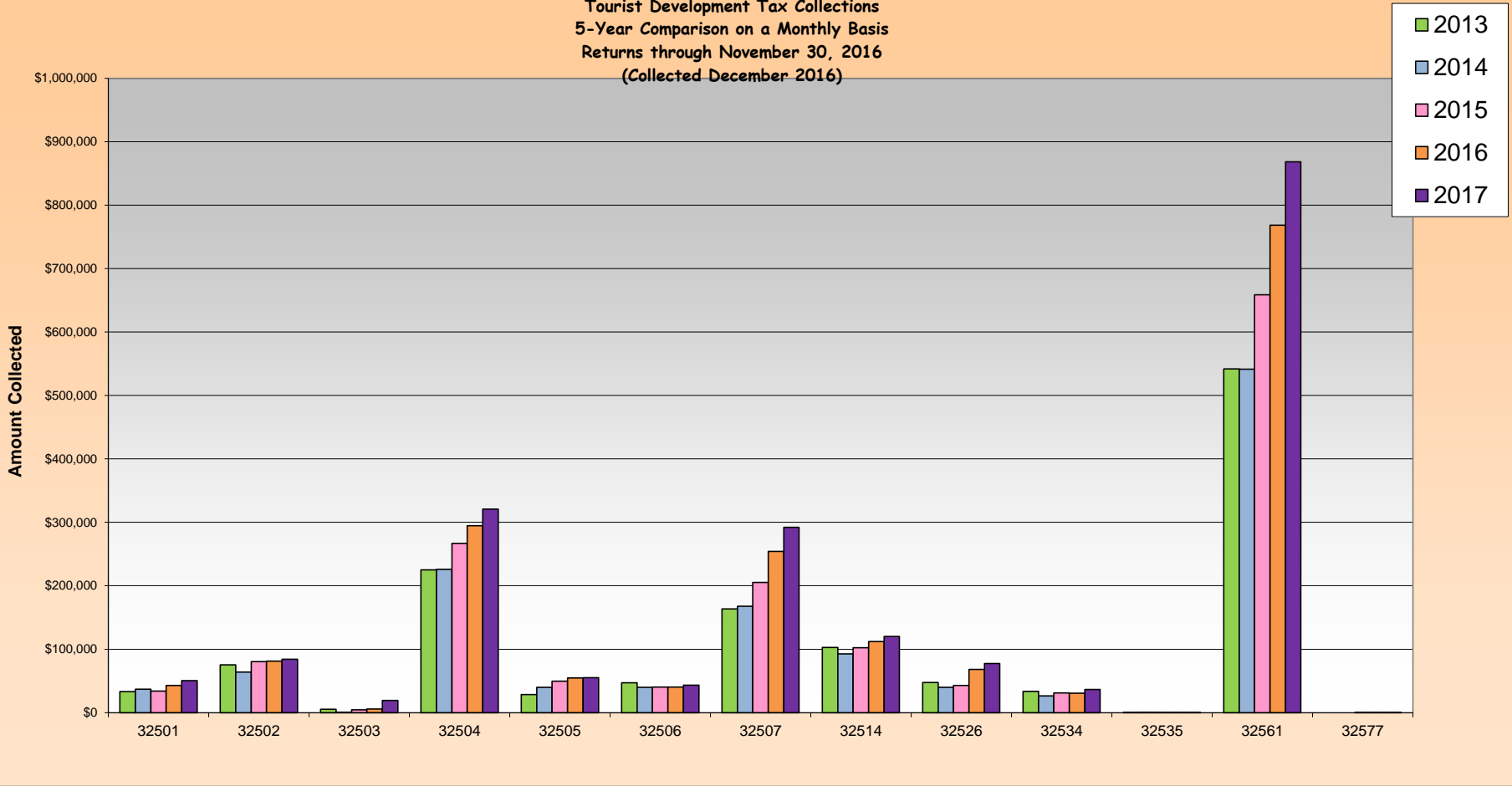
**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS DECEMBER 2016**

Zip Code	Fiscal Year 2017	Fiscal Year 2016	Difference	% Change
	YTD Collected	YTD Collected		
32501	50,549	42,700	7,849	18%
32502	84,299	81,247	3,052	4%
32503	19,320	5,950	13,370	225%
32504	320,696	294,619	26,077	9%
32505	55,290	54,648	642	1%
32506	43,082	40,440	2,642	7%
32507	292,011	253,982	38,029	15%
32514	119,836	112,004	7,832	7%
32526	77,524	68,103	9,421	14%
32534	36,610	30,843	5,767	19%
32535	468	424	44	10%
32561	868,250	768,137	100,113	13%
32562	-	-	-	0%
32577	100	50	50	100%
Total	\$ 1,968,035	\$ 1,753,147	214,888	12%

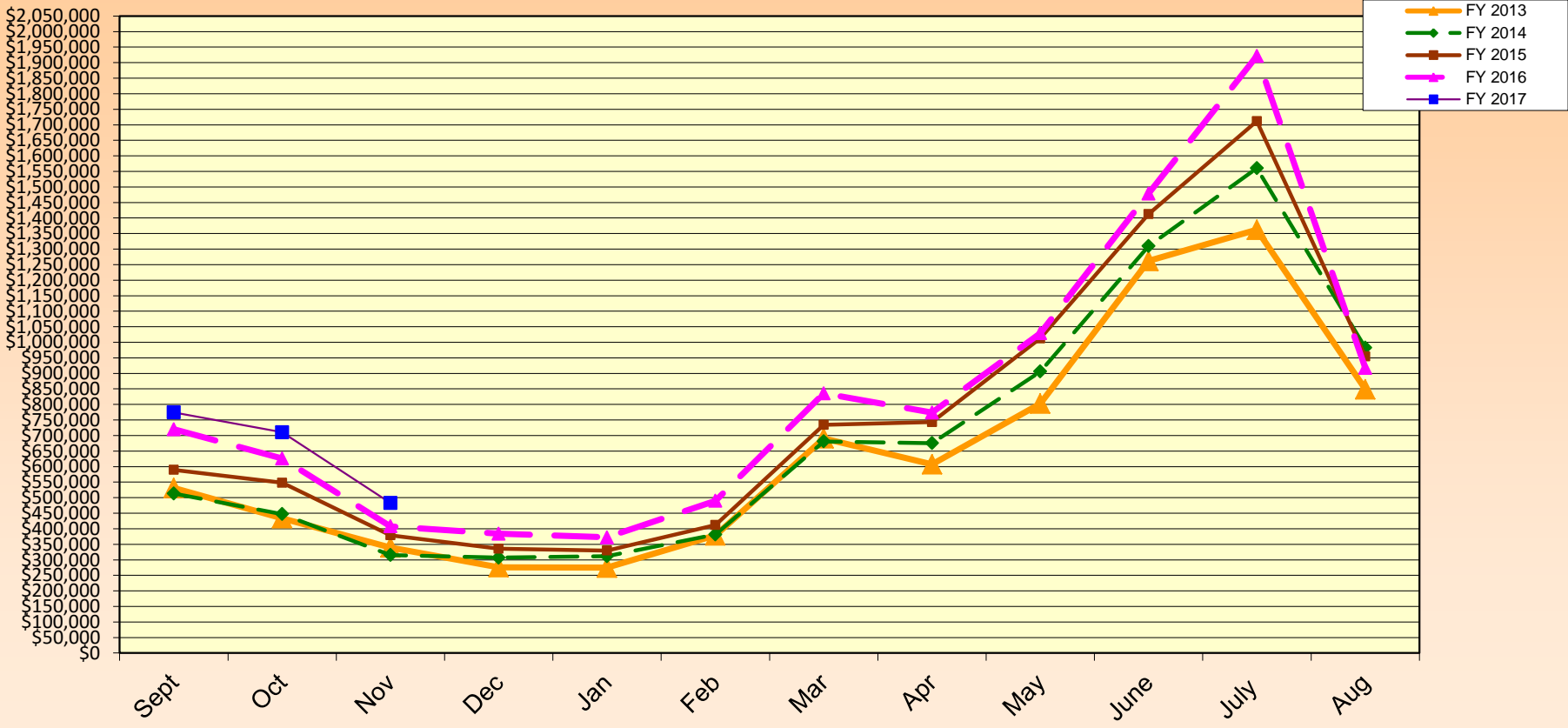
Tourist Development Tax Collections
5-Year Comparison
Returns through November 30, 2016 (Collected in December 2016)



Tourist Development Tax Collections
 5-Year Comparison on a Monthly Basis
 Returns through November 30, 2016
 (Collected December 2016)



**TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2012 - FY 2016**
Returns through November 30, 2016 (Collected in December 2016)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2017
 AS OF DECEMBER 31, 2016

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/16	19,380	3%	28,706	4%	7,582	1%	107,704	14%	18,717	2%
11/16	16,302	2%	29,923	4%	6,327	1%	113,135	16%	19,922	3%
12/16	14,867	3%	25,670	5%	5,411	1%	99,858	21%	16,651	3%
Total	\$ 50,549	3%	\$ 84,299	4%	\$ 19,320	1%	\$ 320,696	16%	\$ 55,290	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/16	14,090	2%	127,015	16%	40,875	5%	26,793	3%	11,880	2%
11/16	17,582	2%	111,916	16%	39,350	6%	26,474	4%	12,889	2%
12/16	11,410	2%	53,080	11%	39,610	8%	24,256	5%	11,841	2%
Total	\$ 43,082	2%	\$ 292,011	15%	\$ 119,836	6%	\$ 77,524	4%	\$ 36,610	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/16	105	0%	371,595	48%	-	0%	100	0%	774,540	100%
11/16	229	0%	316,292	45%	-	0%	-	0%	710,342	100%
12/16	135	0%	180,363	37%	-	0%	-	0%	483,152	100%
Total	\$ 468	0%	\$ 868,250	44%	\$ -	0%	\$ 100	0%	\$ 1,968,035	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2016
 AS OF DECEMBER 31, 2015

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	13,893	2%	28,092	4%	1,583	0%	103,155	14%	23,955	3%
11/15	16,283	3%	31,883	5%	2,371	0%	102,729	16%	17,936	3%
12/15	12,524	3%	21,272	5%	1,996	0%	88,735	22%	12,756	3%
					3					
Total	\$ 42,700	2%	\$ 81,247	5%	\$ 5,950	0%	\$ 294,619	17%	\$ 54,648	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	14,443	2%	118,367	16%	39,504	5%	22,562	3%	9,820	1%
11/15	13,073	2%	93,637	15%	38,662	6%	24,476	4%	11,627	2%
12/15	12,924	3%	41,978	10%	33,838	8%	21,065	5%	9,397	2%
Total	\$ 40,440	2%	\$ 253,982	14%	\$ 112,004	6%	\$ 68,103	4%	\$ 30,843	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/15	115	0%	344,150	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%	407,658	100%
Total	\$ 424	0%	\$ 768,137	44%	\$ -	0%	\$ 50	0%	\$ 1,753,147	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of Collection	For The Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209	\$442,268	\$539,766	\$580,905
NOV	OCT	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	\$532,757
DEC	NOV	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	\$362,364
TOTAL		\$732,873	\$694,173	\$727,800	\$824,524	\$893,061	\$978,396	\$957,101	\$1,137,575	\$1,314,860	\$1,476,026

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of Collection	For The Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403	\$147,425	\$179,922	\$193,635
NOV	OCT	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	\$177,586
DEC	NOV	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	\$120,788
TOTAL		\$244,291	\$231,391	\$242,600	\$274,841	\$297,687	\$326,132	\$319,034	\$379,194	\$438,287	\$492,009



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-11565

Clerk & Comptroller's Report 12. 3.

BCC Regular Meeting

Consent

Meeting Date: 01/19/2017

Issue: November 2016 Investment Report

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the November 30, 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended November 30, 2016, as required by Ordinance Number 95-13; on November 30, 2016, the portfolio market value was \$244,988,085 and portfolio earnings totaled \$52,956 for the month; the short-term portfolio yield was 0.47%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.41%; the long-term CORE portfolio achieved a yield of 1.30%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.33%.

Attachments

November 2016 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2016-2017
November 30, 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 2016-2017
 November 30, 2016

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	October 31, 2016	November 30, 2016
Bank Accounts	\$ 22,212,903	\$ 37,522,602
Money Market Accounts	40,444,243	40,456,514
State Board of Administration	54,721,408	39,752,099
Local Government Investment Pools	5,005,118	5,008,440
Certificates of Deposit	20,055,238	20,055,238
Money Market Mutual Fund	82,862	145,067
U.S. Treasury Bond/Notes	29,021,593	34,999,329
Federal Agency Bond/Note	48,564,048	41,771,438
Municipal Bonds	3,976,241	3,942,027
Corporate Notes	20,211,195	20,141,010
Commercial Paper	1,199,942	1,194,322
Total Portfolio Assets:	\$ 245,494,791	\$ 244,988,085
Current Month Earnings:	\$ 218,584	\$ 52,956
Fiscal Year to Date Earnings:	\$ 218,584	\$ 271,540

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	October 31, 2016	November 30, 2016
Market Value	\$ 142,438,909	\$ 142,794,893
Short Term Portfolio Yield:	0.56%	0.47%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.41%	0.41%
Fiscal YTD Earnings:	\$ 65,028	\$ 122,119

ENHANCED CASH PORTFOLIO:	October 31, 2016	November 30, 2016
Market Value	\$ -	\$ -
Enhanced Cash Portfolio Yield to Maturity at Cost:	0.01%	0.00%
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.69%	0.85%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.85%	1.10%
Effective Duration (Years)	0.00	0.00
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.82	1.80
Fiscal YTD Earnings:	\$ 3,316	\$ 3,316

LONG TERM CORE PORTFOLIO:	October 31, 2016	November 30, 2016
Market Value	\$ 103,055,882	\$ 102,193,192
CORE Portfolio Yield to Maturity at Cost:	1.27%	1.30%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.99%	1.33%
CORE Portfolio Total Return:	-0.14%	-0.83%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.20%	-0.92%
Effective Duration (Years)	2.59	2.50
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.64	2.61
Fiscal YTD Earnings:	\$ 150,240	\$ 146,105

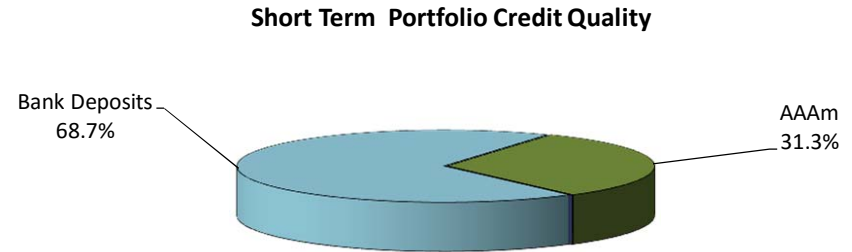


**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2016-2017
November 30, 2016**

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

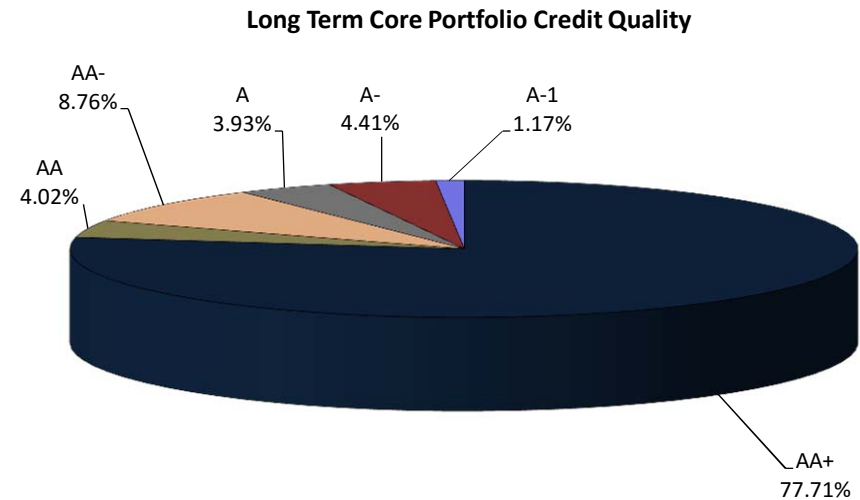
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 37,522,602	26.3%
Money Market Accounts	40,456,514	28.3%
Certificates of Deposit	20,055,238	14.0%
State Board of Administration	39,752,099	27.8%
Local Government Investment Pools	5,008,440	3.5%
Total Short Term Portfolio Assets:	\$ 142,794,893	100.0%



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 34,999,329	34.2%
Federal Agency Bond / Note	41,771,438	40.9%
Municipal Obligations	3,942,027	3.9%
Commercial Paper	1,194,322	1.2%
Corporate Note	20,141,010	19.7%
Money Market Mutual Fund - Federated Government	145,067	0.1%
Total Long Term Core Portfolio Assets:	\$ 102,193,192	100.0%





ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
November 30, 2016

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 39,752,099	16.2%	25%	Yes
United States Treasury Securities	34,999,329	14.3%	100%	Yes
Federal Instrumentalities	41,771,438	17.1%	100%	Yes
Local Government Investment Pools	5,008,440	2.0%	25%	Yes
Certificates of Deposit	20,055,238	8.2%	20%	Yes
Savings Accounts	40,456,514	16.5%	100%	Yes
Commercial Paper	1,194,322	0.5%	25%	Yes
Corporate Notes	20,141,010	8.2%	20%	Yes
State and/or Local Government Debt	3,942,027	1.6%	25%	Yes
Bank Accounts - Bank of America	37,522,602	15.3%	100%	Yes
Money Market Mutual Fund	145,067	0.1%	50%	Yes
Total Investment Holdings	\$ 244,988,085	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,499,478	1.0%	5%	Yes
Apple Inc. Corporate Notes	750,121	0.3%	5%	Yes
Bank Accounts - Bank of America	37,522,602	15.3%	100%	Yes
Bank of New York Mellon Corporate Notes	2,003,768	0.8%	5%	Yes
BBVA Compass	5,000,000	2.0%	10%	Yes
Berkshire Hathaway Inc	620,794	0.3%	5%	Yes
BNP Paribas	1,194,322	0.5%	5%	Yes
Centennial Bank	10,051,502	4.1%	10%	Yes
Chevron Corporation Corp Notes	748,605	0.3%	5%	Yes
Cisco Systems Inc.	2,007,656	0.8%	5%	Yes
City of New York	1,708,364	0.7%	10%	Yes
Colgate-Palmolive Co	745,459	0.3%	5%	Yes
Exxon Mobil Corporate Notes	998,668	0.4%	5%	Yes
Federal Home Loan Bank (FHLB)	16,004,290	6.5%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	9,666,357	3.9%	25%	Yes
Federal National Mortgage Association (FNMA)	16,100,790	6.6%	25%	Yes
Fidelity Institutional Government MMF	145,067	0.1%	25%	Yes
FLCLASS	5,008,440	2.0%	25%	Yes
Florida Prime (SBA)	39,752,099	16.2%	25%	Yes
General Electric Corporate Notes	2,507,798	1.0%	5%	Yes
Hancock Bank	22,697,295	9.3%	10%	Yes
HSBC Holdings PLC	998,192	0.4%	5%	Yes



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
November 30, 2016

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
JP Morgan Chase Corporate Notes	1,999,500	0.8%	5%	Yes
Mississippi State	760,387	0.3%	10%	Yes
Pfizer Inc Corporate Notes	1,009,273	0.4%	5%	Yes
Servisfirst Bank	22,762,956	9.3%	10%	Yes
State of Connecticut	685,875	0.3%	10%	Yes
Toyota Motor Corp	1,495,941	0.6%	10%	Yes
United States Treasury Securities	34,999,329	14.3%	100%	Yes
University of WA Taxable Revenue Bonds	787,401	0.3%	10%	Yes
Wells Fargo & Company Corporate Notes	1,755,759	0.7%	5%	Yes
Total Investment Holdings	\$ 244,988,085	100.0%		



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-11591

Clerk & Comptroller's Report 12. 4.

BCC Regular Meeting

Consent

Meeting Date: 01/19/2017

Issue: December 31, 2016 Investment Report

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the December 31, 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2016, as required by Ordinance Number 95-13; on December 31, 2016, the portfolio market value was \$302,619,350 and portfolio earnings totaled \$184,689 for the month; the short-term portfolio yield was 0.48%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.41%; the long-term CORE portfolio achieved a yield of 1.35%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.40%.

Attachments

December 2016 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2016-2017
December 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 2016-2017
 December 31, 2016

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	November 30, 2016	December 31, 2016
Bank Accounts	\$ 37,522,601	\$ 55,089,253
Money Market Accounts	40,456,514	60,473,521
State Board of Administration	39,752,099	59,790,882
Local Government Investment Pools	5,008,440	5,011,948
Certificates of Deposit	20,055,238	20,055,238
Money Market Mutual Fund	145,067	97,844
U.S. Treasury Bond/Notes	34,999,329	40,233,136
Federal Agency Bond/Note	41,771,438	36,590,030
Municipal Bonds	3,942,027	3,940,356
Corporate Notes	20,141,010	20,141,703
Commercial Paper	1,194,322	1,195,439
Total Portfolio Assets:	\$ 244,988,085	\$ 302,619,350
Current Month Earnings:	\$ 52,956	\$ 184,689
Fiscal Year to Date Earnings:	\$ 271,540	\$ 456,230

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	November 30, 2016	December 31, 2016
Market Value	\$ 142,794,893	\$ 200,420,843
Short Term Portfolio Yield:	0.47%	0.48%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.41%	0.41%
Fiscal YTD Earnings:	\$ 122,119	\$ 192,584

ENHANCED CASH PORTFOLIO:	November 30, 2016	December 31, 2016
Market Value	\$ -	\$ -
Enhanced Cash Portfolio Yield to Maturity at Cost:	0.00%	0.00%
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.85%	0.90%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.10%	1.16%
Effective Duration (Years)	0.00	0.00
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.80	1.82
Fiscal YTD Earnings:	\$ 3,316	\$ 3,316

LONG TERM CORE PORTFOLIO:	November 30, 2016	December 31, 2016
Market Value	\$ 102,193,192	\$ 102,198,507
CORE Portfolio Yield to Maturity at Cost:	1.30%	1.35%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	1.33%	1.40%
CORE Portfolio Total Return:	-0.83%	0.08%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.92%	0.02%
Effective Duration (Years)	2.50	2.59
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.61	2.65
Fiscal YTD Earnings:	\$ 146,105	\$ 260,330

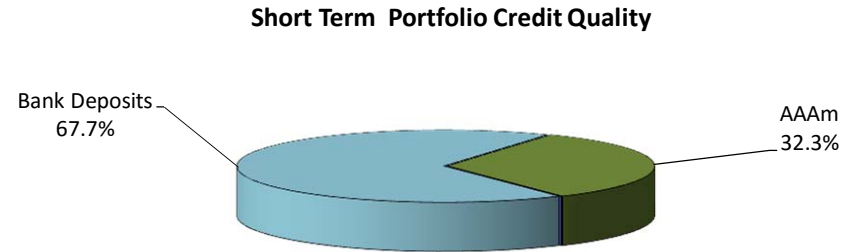


**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2016-2017
December 31, 2016**

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

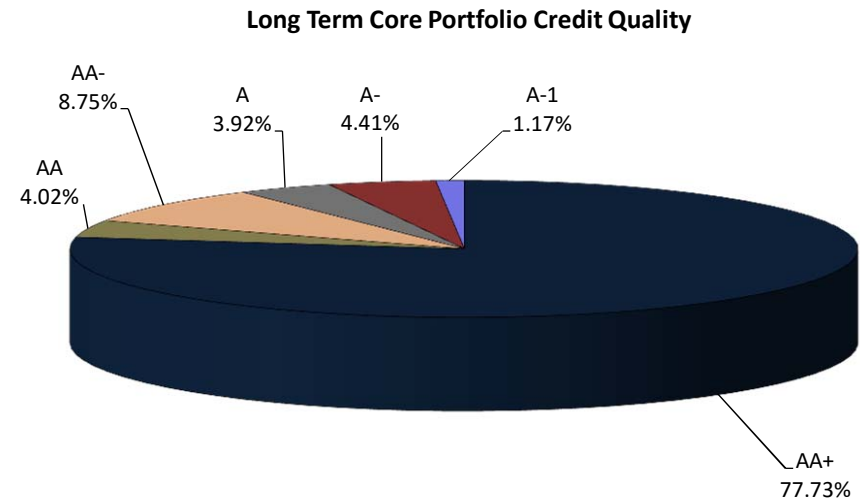
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 55,089,253	27.5%
Money Market Accounts	60,473,521	30.2%
Certificates of Deposit	20,055,238	10.0%
State Board of Administration	59,790,882	29.8%
Local Government Investment Pools	5,011,948	2.5%
Total Short Term Portfolio Assets:	\$ 200,420,843	100.0%



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 40,233,136	39.4%
Federal Agency Bond / Note	36,590,030	35.8%
Municipal Obligations	3,940,356	3.9%
Commercial Paper	1,195,439	1.2%
Corporate Note	20,141,703	19.7%
Money Market Mutual Fund - Federated Government	97,844	0.1%
Total Long Term Core Portfolio Assets:	\$ 102,198,507	100.0%





ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
December 31, 2016

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 59,790,882	19.8%	25%	Yes
United States Treasury Securities	40,233,136	13.3%	100%	Yes
Federal Instrumentalities	36,590,030	12.1%	100%	Yes
Local Government Investment Pools	5,011,948	1.7%	25%	Yes
Certificates of Deposit	20,055,238	6.6%	20%	Yes
Savings Accounts	60,473,521	20.0%	100%	Yes
Commercial Paper	1,195,439	0.4%	25%	Yes
Corporate Notes	20,141,703	6.7%	20%	Yes
State and/or Local Government Debt	3,940,356	1.3%	25%	Yes
Bank Accounts - Bank of America	55,089,253	18.2%	100%	Yes
Money Market Mutual Fund	97,844	0.0%	50%	Yes
Total Investment Holdings	\$ 302,619,350	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,499,608	0.8%	5%	Yes
Apple Inc. Corporate Notes	750,553	0.2%	5%	Yes
Bank Accounts - Bank of America	55,089,253	18.2%	100%	Yes
Bank of New York Mellon Corporate Notes	2,000,844	0.7%	5%	Yes
BBVA Compass	5,000,000	1.7%	10%	Yes
Berkshire Hathaway Inc	620,607	0.2%	5%	Yes
BNP Paribas	1,195,439	0.4%	5%	Yes
Centennial Bank	20,055,595	6.6%	10%	Yes
Chevron Corporation Corp Notes	748,305	0.2%	5%	Yes
Cisco Systems Inc.	2,006,034	0.7%	5%	Yes
City of New York	1,712,393	0.6%	10%	Yes
Colgate-Palmolive Co	746,141	0.2%	5%	Yes
Exxon Mobil Corporate Notes	1,002,161	0.3%	5%	Yes
Federal Home Loan Bank (FHLB)	15,002,350	5.0%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	8,128,843	2.7%	25%	Yes
Federal National Mortgage Association (FNMA)	13,458,837	4.4%	25%	Yes
Fidelity Institutional Government MMF	97,844	0.0%	25%	Yes
FLCLASS	5,011,948	1.7%	25%	Yes
Florida Prime (SBA)	59,790,882	19.8%	25%	Yes
General Electric Corporate Notes	2,508,178	0.8%	5%	Yes
Hancock Bank	27,704,738	9.2%	10%	Yes
HSBC Holdings PLC	999,438	0.3%	5%	Yes



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
December 31, 2016

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
JP Morgan Chase Corporate Notes	1,999,818	0.7%	5%	Yes
Mississippi State	759,848	0.3%	10%	Yes
Pfizer Inc Corporate Notes	1,009,274	0.3%	5%	Yes
Servisfirst Bank	27,768,427	9.2%	10%	Yes
State of Connecticut	681,843	0.2%	10%	Yes
Toyota Motor Corp	1,495,260	0.5%	10%	Yes
United States Treasury Securities	40,233,136	13.3%	100%	Yes
University of WA Taxable Revenue Bonds	786,273	0.3%	10%	Yes
Wells Fargo & Company Corporate Notes	1,755,484	0.6%	5%	Yes
Total Investment Holdings	\$ 302,619,350	100.0%		



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-11560

Clerk & Comptroller's Report 12. 5.

BCC Regular Meeting

Consent

Meeting Date: 01/19/2017

Issue: Disposition of Records

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Disposition of Records

That the Board approve *Records Disposition Document No. 633*, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 511 through 529), for the period September 9, 2014, through December 10, 2015, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and microfilmed.

Attachments

Records Disposition Doc No 633

RECORDS DISPOSITION DOCUMENT

NO. 633

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

HONORABLE PAM CHILDERS
 CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 190 GOVERNMENTAL CENTER
 PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

Heather Mahoney
 ARCHIVES AND RECORDS DIVISION
 (CLERK TO THE BOARD)
 (850) 595 - 3937 Ext.

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

- a. Destruction b. Microfilming and Destruction c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

PAM CHILDERS

Escambia County Florida Clerk of the Circuit Court & Comptroller

Signature

Name and Title

Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1	32	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: MICROFILMED ON ROLLS 511 THROUGH 529)	Perman ent	September 9, 2014 through December 10, 2015	19.5	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

 Custodian/Records Management Liaison Officer

 Date

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

 Signature

 Date

 Name and Title

 Witness



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-11562

Clerk & Comptroller's Report 12. 6.

BCC Regular Meeting

Consent

Meeting Date: 01/19/2017

Issue: 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 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. A copy of the fully executed *Interlocal Agreement between the Green Corridor Property Assessment Clean Energy (PACE) District and Escambia County*, which was approved by the Board on July 23, 2015; and

B. A copy of the fully executed State of Florida, Division of Emergency Management, State Homeland Security Grant Program, Grant Award, Grant Number EMW-2015-SS00083-S01, which was approved by the Board on November 15, 2015.

Attachments

20150723 CAT I-4

20151105 CAR II-5

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

1-4. Approval of Various Action Items – Continued

4. Taking the following action concerning documents implementing a Property Assessed Clean Energy (PACE) financing program administered by the Green Corridor Property Assessment Clean Energy District:
- A. Approving, and authorizing the Chairman to execute, the *Interlocal Agreement between the Green Corridor Property Assessment Clean Energy (PACE) District and Escambia County*; and
 - B. Adopting the Resolution (*R2015-102*) authorizing the Green Corridor Property Assessment Clean Energy District program.

II. PUBLIC HEARING

1. 5:34 p.m. Public Hearing 

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, carried 3-1, with Commissioner Barry voting “No” and Commissioner May absent, taking the following action concerning a Resolution increasing the Fire Municipal Services Benefit Unit (MSBU) Assessment Rate for all properties in the unincorporated areas of Escambia County, with the exception of Santa Rosa Island, as amended to also include that staff find a way to put a career station in Myrtle Grove out of reserves, as well as support the warehouse supervisor fire rescue position out of reserves:

- A. Ratifying the scheduling of the Public Hearing to be held July 23, 2015, at 5:34 p.m.;
- B. Conducting the Public Hearing to consider a Resolution increasing the Fire MSBU Assessment Rate for all properties in the unincorporated areas of Escambia County, with the exception of Santa Rosa Island;

(Continued on Page 28)

7/23/2015 CATZ-H

INTERLOCAL AGREEMENT BETWEEN THE GREEN CORRIDOR
PROPERTY ASSESSMENT CLEAN ENERGY (PACE)
DISTRICT AND ESCAMBIA COUNTY

This Interlocal Agreement (the "Interlocal Agreement") is entered into this 16 day of August, 2015 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the "Green Corridor"), and Escambia County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (Collectively, the "Parties") for the purpose of providing a PACE program within Escambia County.

RECITALS

WHEREAS, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, on July 23, 2015, the Board of County Commissioners of Escambia County, Florida adopted Resolution Number R2015-102, agreeing to join the Green Corridor in order to finance qualifying improvements in Escambia County in accordance with Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Interlocal Agreement is in the best interest and welfare of the property owners within the Green Corridor and Escambia County.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.
2. Amended and Restated Interlocal Agreement. Except as provided herein, the Parties agree that Escambia County shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312; provided, however, (a) that the financing of qualifying improvements for energy conservation in Escambia County shall be limited to commercial properties, and (b) that the Green Corridor shall not use Escambia County's name or seal in any of its advertising or other documents without written authorization for each use from the County Administrator.
3. Voting Rights. The Parties agree that Escambia County shall be a nonvoting member of the Green Corridor for the term of this Interlocal Agreement. Escambia County shall appoint one board member to serve as the nonvoting member of the Green Corridor.

Date: 7/29/2015 Verified By: J. Carver

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 16 day of August, 2015.

ATTEST:

GREEN CORRIDOR PROPERTY
ASSESSMENT CLEAN ENERGY
(PACE) DISTRICT

By: [Signature]
District Secretary

By: [Signature]
District Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


By: [Signature]
Weiss, Serota Helfman Pastoriza Cole
and Boniske, P.L., District Attorney

BOARD OF COUNTY
COMMISSIONERS OF ESCAMBIA
COUNTY, FLORIDA

By: [Signature]
Steven Barry, Chairman

Attest: PAM CHILDERS
Clerk of the Circuit Court

Date Executed
7/28/2015

[Signature]
Deputy Clerk


BCC Approved 07-23-2015

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
By: Alison Rogers, County Attorney

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

3. Taking the following action concerning the provision of emergency medical services to the area of Flomaton (Escambia County), Alabama:

A. Approving the *Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida*, to allow Escambia County Emergency Medical Services to continue service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, with annual compensation to be recognized in Fund 408, Emergency Medical Services/Revenue Account 342605, Escambia County Alabama Lease; and

B. Authorizing the Chairman to sign the Interlocal Agreement.

4. Approving the issuance of a Purchase Order, in excess of \$50,000, for the Public Safety Department, in the amount of \$75,000, for Workers' Compensation Insurance and deductibles for Volunteer Firefighters, to Preferred Governmental Insurance Trust (Vendor Number 164977), for Fiscal Year 2015/2016, in accordance with PD 10-11.064 (Funding: Fund 143, Fire Protection, Cost Center 330206, Fire Department Paid, Object Code 54501, Insurance).

5. Taking the following action concerning the 2015-2018 State Homeland Security Grant Program, Sub-recipient Grant Award:

A. Approving the State of Florida, Division of Emergency Management, Grant Award letter, providing Escambia County Fire Rescue funding, in the amount of \$74,222, through Grant Number EMW-2015-SS00083-S01, for the Hazardous Materials Team; and

B. Authorizing the Chairman to sign the Agreement.

11/5/2015 CAR #5



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN KOON
Director

GRANT AWARD

SUB-RECIPIENT: Escambia County Fire Rescue

PROJECT TITLE: State Homeiand Security Grant Program

FEDERAL GRANT PD: 09/01/2015 to 08/31/2018

AWARD TOTAL: \$74,222 - Issues 6, 7 & 18

FEDERAL GRANT NO: EMW-2015-SS-00083-S01

Date: 11/12/2015 Verified By: J. Carter

In accordance with the provisions of Federal Fiscal Year 2015 State Homeland Security Grant Program (HSGP), the Florida Division of Emergency Management (FDEM) who serves as the State Administrative Agency (SAA) hereby awards to the foregoing Sub-recipient a grant in the amount shown above.

Payment of Funds: The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the FDEM before execution of your agreement. The sub-recipient should not expend any funds until a fully executed agreement has been received from FDEM and all Special Conditions are satisfied. Grant funds will be disbursed to sub-recipients (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Non-Supplanting Requirement: Requires that sub-recipients provide assurance that sub-grant funds will not be used to supplant or replace local or state funds that have been budgeted for the same purpose through non-federal sources. In compliance with that mandate, I certify that the receipt of federal funds through FDEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to the period of performance end date stipulated in the funding agreement.

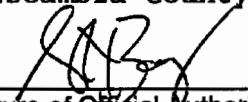
**GRANT AWARD
PAGE TWO**

Conditions continued: I certify that I understand and agree that once grant funding agreement has been sent to sub-recipient, the funding agreement will be executed within six (6) months of the letter date. I understand if the funding agreement is not executed in that time frame, the awarded amount is considered declined and funds will expended on behalf of locals by the SAA.

Deployable Capabilities: It is also understood that all assets and capabilities achieved or sustained with HSGP grant funds are deployable and shareable at the direction of the SAA, with cost potentially reimbursable in conformance with Emergency Management Assistance Compacts (EMAC) or other Statewide Mutual Aid/Assistance (SMAA) agreements. Assets should be available to utilize in multiple jurisdictions, regions, and the Nation; any asset that is physically mobile can be used anywhere in the United States and territories via EMAC or other mutual aid/assistance agreements.

ACCEPTANCE FOR THE SUB-RECIPIENT: Escambia County Fire Rescue

Board of County Commissioners
Escambia County, Florida



Signature of Official Authorized to Sign
for Recipient
Steven Barry, Chairman



Signature of Director, Division of
Emergency Management, SAA

11/10/2015

Date

12/3/15

Date

POINT OF CONTACT INFORMATION

Point of Contact (POC) Name: James Adam Harrison

Physical Address of Sub-Recipient: 6575 N "W" Street

City: Pensacola State: Florida

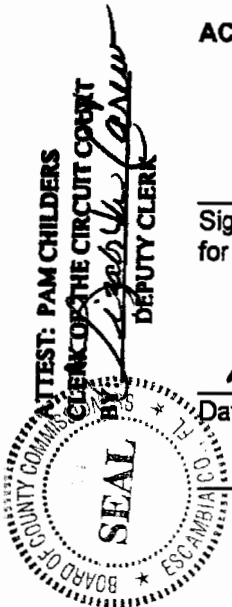
POC Phone No: 850-426-9980 Email Address: ajharris@myesambia.com

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL OF SUB-RECIPIENT'S PROPOSED BUDGET BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

Approved as to form and legal
sufficiency.

By/Title: M. Cramford, AEA
Date: 10/27/15

BCC Approved 11-05-2015





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-11561

Clerk & Comptroller's Report 12. 7.

BCC Regular Meeting

Consent

Meeting Date: 01/19/2017

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 Agenda Work Session held December 8, 2016;
- B. Approve the Minutes of the Regular Board Meeting held December 8, 2016; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 15, 2016.

Attachments

20161208 Agenda Work Session

20161215 CW Workshop

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD DECEMBER 8, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:13 a.m. – 12:06 p.m.)

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

1. FOR INFORMATION: The agenda for the December 8, 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;
 - F. Commissioner Robinson reviewed his add-on items; and
 - G. Commissioner Underhill reviewed his add-on items.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD DECEMBER 15, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 12:03 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson, IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Kimberly McCord, Administrative Specialist, 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 9:01 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 December 10, 2016, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule December 12 – December 16, 2016*.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Progress Update on the Indoor Sports Complex

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *We Can...*, presented by Ray Palmer, Pensacola Sports Association, and Steve Hayes, Visit Pensacola, and the C/W:

- (1) Was advised by Mr. Palmer that he and Mr. Hayes recommend focusing on one site and expanding the project from the initial focus of sports tourism into building a multi-purpose facility to host trade shows, concerts, and more by replacing the Pensacola Bay Center with a new facility that would provide improved accommodations for all current uses, with capabilities to accommodate more and larger events;
- (2) Was advised by Mr. Hayes that the advantages of the Pensacola Bay Center site are easy access from the Interstate and Pensacola International Airport, and the central, downtown location, which will spur economic growth for restaurants, hotels, retailers, and commercial developers locally, as well as provide a needed service in the northwest Florida region; and
- (3) Was advised by Mr. Palmer that the estimated costs for the new facility, a prioritized list of tasks that must be accomplished, and a proposal for payment of the costs will be presented to the C/W in January 2017; and

B. Board Direction – None.

4. Navy Boulevard PD&E Study and Design Kick-Off Presentation

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *FDOT Project Development & Environment Study S.R. 30 (U.S. 98) Navy Boulevard from New Warrington Road to the Bayou Chico Bridge*, presented by Ben Faust, P.E., DRMP, and the C/W was advised by Mr. Faust that:

- (1) County staff has already met with each property owner on the road;

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

- (2) The Florida Department of Transportation will be incorporating the "Complete Streets Concept," which means considering all aspects of the project together, including the roadway, bicycles, pedestrians, landscaping and streetscaping, viability of parking within the area, the interaction of commercial property with the roadway, and utilities; and
- (3) A public kickoff meeting will be held in February 2017, the initial design survey will be complete and, due to the work already done on the project by County staff, the 30% design will be done concurrently with the Project Development & Environment Study and both are expected to be complete by the end of 2017; and

B. Board Direction – None.

5. Infrastructure Maintenance Real Estate Disclosure Ordinance

A. Board Discussion – The C/W discussed two proposed draft Ordinances relating to infrastructure maintenance real estate disclosure, and the C/W:

- (1) Was advised by County Attorney Rogers that this issue affects both the regular Code of Ordinances and the Land Development Code, and the idea presented in the proposed Ordinances would be a two-part amendment, updating the abutting roadway Ordinance to more realistically track who is responsible for infrastructure maintenance, and expanding what needs to be disclosed at a real estate sale, with the obligation falling to the seller to ensure those disclosures are made, as follows:
 - (a) For any new subdivision coming before the Board for platting, effective June 1, 2017, or later, all infrastructure would be required to be disclosed, as a part of the platting process, on a new form similar to Exhibit B in the first draft Ordinance, which would require the developer to set forth at the very outset of the plat who is going to be responsible for maintenance of infrastructure within the subdivision; and

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

(1) Continued...

(b) The second proposed Ordinance makes it an obligation, at the time of platting, to disclose infrastructure maintenance requirements for entry into a database on the County's website to make information more easily accessible to sellers and relators;

(2) Heard comments from Commissioner Robinson voicing his reservations about putting a realtor's license at risk due to unreliable information from prior years, and not supporting putting the burden of disclosure on the licensee for years in the past when documentation of responsibilities was not clear;

(3) Heard comments from Horace Jones, Development Services Director, stating that Development Services will ensure that the information that is recorded on the final plat in the dedication is available on the County's website; and

(4) Was advised by County Attorney Rogers that the draft Ordinances will be brought to the Board at the January 5, 2017, Regular Board Meeting to schedule the necessary Public Hearings; and

B. Board Direction – None.

Speaker(s):

Auby Smith
Dennis Degroot

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Stipends for the Design/Build of the Escambia County Correctional Facility

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Design-Build Services for the New Escambia County Correctional Facility Possible Stipend Payments*, presented by Paul Nobles, Office of Purchasing, and the C/W:

(1) Was advised by Mr. Nobles that:

- (a) Six firms that indicated interest in the project were surveyed to gain input regarding stipends, and from those responses 43% of Public Solicitations offered stipends, 38% of Private Solicitations offered stipends, and 50% of the firms surveyed indicated that they might not respond to the solicitation if stipends were not offered;
- (b) The Design-Build Institute of America (DBIA) position paper and Design-Build Dateline white paper, both provided in the backup, support offering stipends;
- (c) A sub-consultant that responded to the survey stated that their firm reached out to three national correctional construction firms who all indicated they would not respond to Escambia County's solicitation due to "lack of clarity" and provision of a stipend, and two other firms commented with significant concern regarding the offer of a stipend;
- (d) The stipend is a partial reimbursement to three firms asked to design and price out the project for their work putting together their proposal; a stipend guarantees better quality because firms will put more time and effort into the project, and the stipend agreement includes the owner's ability to use the work product if the Board wants the selected firm to incorporate something from another firm's proposal; and

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

(1) Continued...

(e) Escambia County has never offered a stipend in the past, but the projects were much smaller, however:

- DBIA recommends .01-.25%, the Florida Department of Transportation (FDOT) offers .10-.12%, and Various other DOTs around the U.S. have offered .18-.20%
- DLR Group is suggesting the Board consider \$100,000-\$150,000 for the stipend, which is one-fourth to one-third of the estimated \$350,000-\$400,000 for design
- FDOT is offering a stipend of \$900,000 to each of the two losing firms on the Pensacola Bay Bridge project, which is a \$398,500,000 project

(2) Heard comments from Commissioner Bergosh, who advised that the consensus of the experts he contacted consider the work involved in putting together a proposal as the cost of doing business, and he does not believe that the number of respondents will be affected, nor the quality of the proposals; therefore, he does not support offering a stipend;

(3) Heard comments from Commissioner Robinson, who advised that the Board has planned to not be specific in the solicitation for the new jail anticipating that responding firms will propose creative ideas to save on costs; however, he favors a stipend of \$100,000 for each losing firm;

(4) Heard Comments from Commissioner May agreeing with Commissioner Bergosh that submitting proposals is the cost of doing business; furthermore, Escambia County is already paying almost \$4 million for 10% design, and with the amount of work involved in building the new jail, many companies will respond whether or not a stipend is offered;

(Continued on Page 7)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

- (5) Was advised by Commissioner Underhill that preparing a proposal that is not selected is the normal risk assumed by those in the construction industry when submitting a bid, the companies that choose not to bid are probably not companies with which the County would want to work, and he cannot see the benefit of offering stipends; and
- (6) Was advised by Commissioner Underhill that the consensus is to not offer a stipend to the two firms whose design proposals are not selected by the Board; and

B. Board Direction – None.

7. Legislative Priorities

A. Board Discussion – The C/W discussed the Florida Association of Counties (FAC) 2016-2017 FAC Legislative Priorities, Policies, & Guiding Principles, and the C/W:

- (1) Was advised by County Administrator Brown that:
 - (a) He met with Representatives Clay Ingram and Frank White, State Senator Doug Broxon, and County Lobbyist Richard Gentry to discuss the upcoming Legislative issues stated by the Board, and they are predicting fewer projects being approved than in the past;
 - (b) Current Board priorities are the Muscogee Road Freight Corridor, the Innerarity Island Development Corporation, and Bayou Chico; and
 - (c) The seven panhandle Florida House Representatives were appointed by Speaker Corcoran to the Select Committee on Triumph Gulf Coast, and the expectation is that the Committee will vet the projects during the legislative session and endeavor to clarify how funds will be requested;

(Continued on Page 8)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Continued...

A. Continued...

- (2) Heard comments from Commissioner Barry confirming the Muscogee Road Freight Corridor as a District 5 priority, as well as continued support for the Bluffs project and continued lobbying for industrial and economic development;
- (3) Was advised by Commissioner Underhill that Bayou Chico is District 2's biggest economic development and environmental priority; however, there has been a delay in getting the funds to develop the plan so the planning is not done and the amount of funds required is still unknown; and
- (4) Was advised by Commissioner Robinson that there will be a variety of projects that the County would want to look at with Triumph, and if it's a \$300 million "free for all," the Board will have to come back with additional projects, because the legislature is not likely to fund projects on its own without Triumph funds; furthermore, if Bayou Chico is not funded by the Legislature, there are National Fish and Wildlife Federation and Natural Resource Damage Assessment opportunities as well, which may be easier than going through the legislature; and

- B. Board Direction – The C/W recommends that the Board approve adding the 2016-2017 FAC Legislative Priorities as a secondary part of Escambia County's priorities that are submitted to the Legislature, and amending the 2016-2017 FAC Legislative Priorities, Policies & Guiding Principles, with regard to Triumph Gulf Coast funds, to maintain the existing law that 75% of the funds come to Northwest Florida, and to ensure that Northwest Floridians make the decisions at the committee level or through Triumph Gulf Coast, and ask that funds are allowed to be used for economic development, infrastructure, and workforce development projects.

Recommended 4-0, with Commissioner Bergosh having left the meeting

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. Incentive for No Insurance

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Opt Out Payments Health Insurance*, presented by Tom Turner, Human Resources Director, and the C/W:
- (1) Was advised by Commissioner Barry that if 20-25 more employees opt out of the County's insurance in addition to the 215 that already do, the \$100 per month for those new employees would cover the amount currently paid to people who opt out, and any additional employees who opt out would save the County approximately \$11,000 net per year each, and, with an incentive, he foresees enough participation that the incentive amount could be increased over time;
 - (2) Heard comments from Commissioner Robinson supporting the \$100 per month incentive amount; and
 - (3) Was advised by Mr. Turner that these changes cannot be implemented for the 2017 calendar year as benefit selections are complete, but will go into effect in January 2018; and
- B. Board Direction – The C/W recommends that the Board approve providing an incentive of \$1,200 per year to employees who opt out of the County's health insurance, beginning January 1, 2018, and direct staff to look for a way the County can begin the incentive program in 2017.

Recommended 3-0, with Commissioner Bergosh having left the meeting and Commissioner Underhill abstaining

For Information: Commissioner Underhill advised that he does not participate in the County's Insurance Plan and, since this issue will provide him additional income, he will not vote on this item.

9. Adjourn

Chairman Underhill declared the C/W Workshop adjourned at 12:03 p.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11551

Growth Management Report 12. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 01/19/2017

Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-04

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-04.

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance amending the 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 (FLU) map, changing the FLU category of four contiguous parcels; changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-000-002 totaling 14.78 (+/-) acres, located at 1800 St Mary Street, from Mixed-Use Urban (MU-U) to Public (P); changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-000-009 totaling 1.72 (+/-) acres, located at 2816 N Pace Boulevard, from Mixed-Use Urban (MU-U) to Public (P); changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-002-001 totaling 12.38 (+/-) acres, located at 3080 N Pace Boulevard, from Commercial (C) to Public (P); and changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5015-003-001 totaling 0.22 (+/-) acres, located at 1807 W Fairfield Drive, from Commercial (C) to Public (P); all parcels totaling 29.3 (+/-) acres.

BACKGROUND:

The applicant requests a FLU map amendment to change the FLU category of a 29.30 (+/-) acre contiguous four-parcel site from Mixed-Use Urban (MU-U) and Commercial (C) to Public (P). The current zoning designation of the referenced parcels is Heavy Commercial and Light Industrial (HC/LI) and High Density Residential (HDR). The county proposes to rezone to Public (P) (case number Z-2016-15) pending the approval of this FLU amendment. The FLU amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the 2030 Comprehensive Plan. Escambia County is proposing a new county jail site on this location.

The contiguous four parcels are located along the north of St. Mary Street, south of Fairfield Drive, west of N "L" Street and east of Pace Boulevard. The properties are built out consisting of the Escambia Jail complex and Juvenile Justice Center.

The area to the south are residential and commercial uses and zoned HDR, HC/LI and Commercial (Com). To the west and north the zoning consists of HC/LI with all commercial type uses. To the east is zoned P where Escambia County Jail Administration and Escambia County Area Transit (ECAT) are located.

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. A parcel within Section 17, Township 2S, Range 30W, parcel number 5015-000-002 and totaling 14.78 (+/-) acres, located at 1800 St. Mary Street, as more particularly described in the two split Boundary Survey descriptions one produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit A, and the second Boundary Survey description produced by Hatch Mott MacDonald, LLC., Professional Engineering & Surveying Services as Exhibit B, from Mixed Use Urban (MU-U) to Public (P);
- B. A parcel within Section 17, Township 2S, Range 30W, parcel number 5015-000-009 and totaling 1.72 (+/-) acres, located at 2816 N Pace Boulevard, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C, from Mixed Use Urban (MU-U) to Public (P);
- C. A parcel within Section 17, Township 2S, Range 30W, parcel number parcel number 5015-002-001 and totaling 12.38 (+/-) acres, located at 3080 N Pace Boulevard, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C, from Commercial (C) to Public (P);
- D. And a parcel within Section 17, Township 2S, Range 30W, parcel number 5015-003-001 and totaling 0.22 acres located at 1807 W Fairfield Drive, as more particularly described in the Boundary Survey description produced by Pittman Glaze and Associates, Inc., Professional Engineering & Surveying Services as Exhibit C from Commercial (C) to Public (P); all parcels totaling 29.3 (+/-) acres.

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 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 Comprehensive Plan be filed with the Department of State following adoption by the board.

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

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

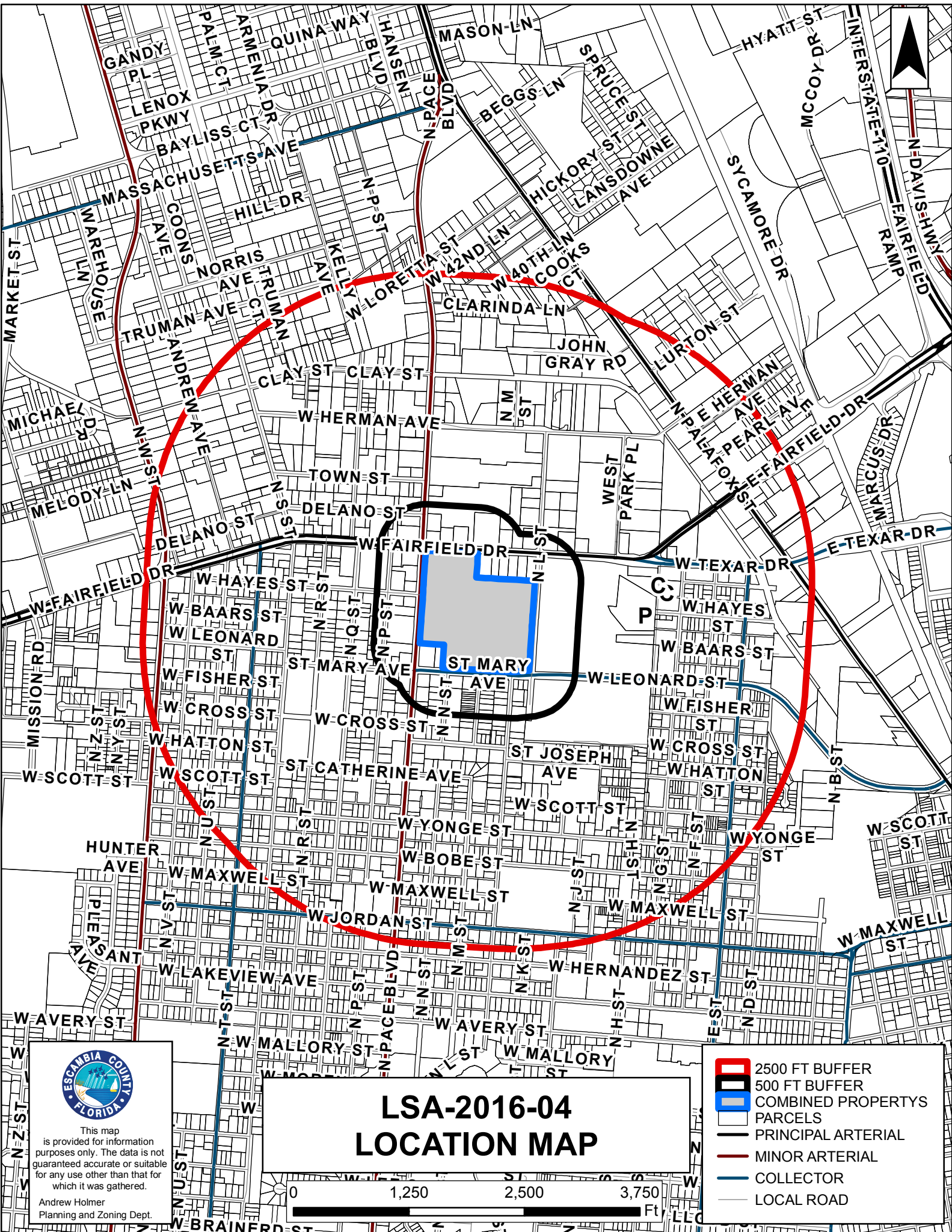
Attachments

LSA-2016-04 Working Case File

Staff Analysis

Draft Ordinance

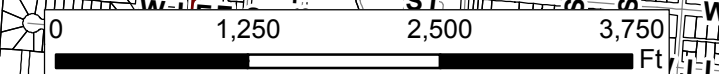
LSA-2016-04



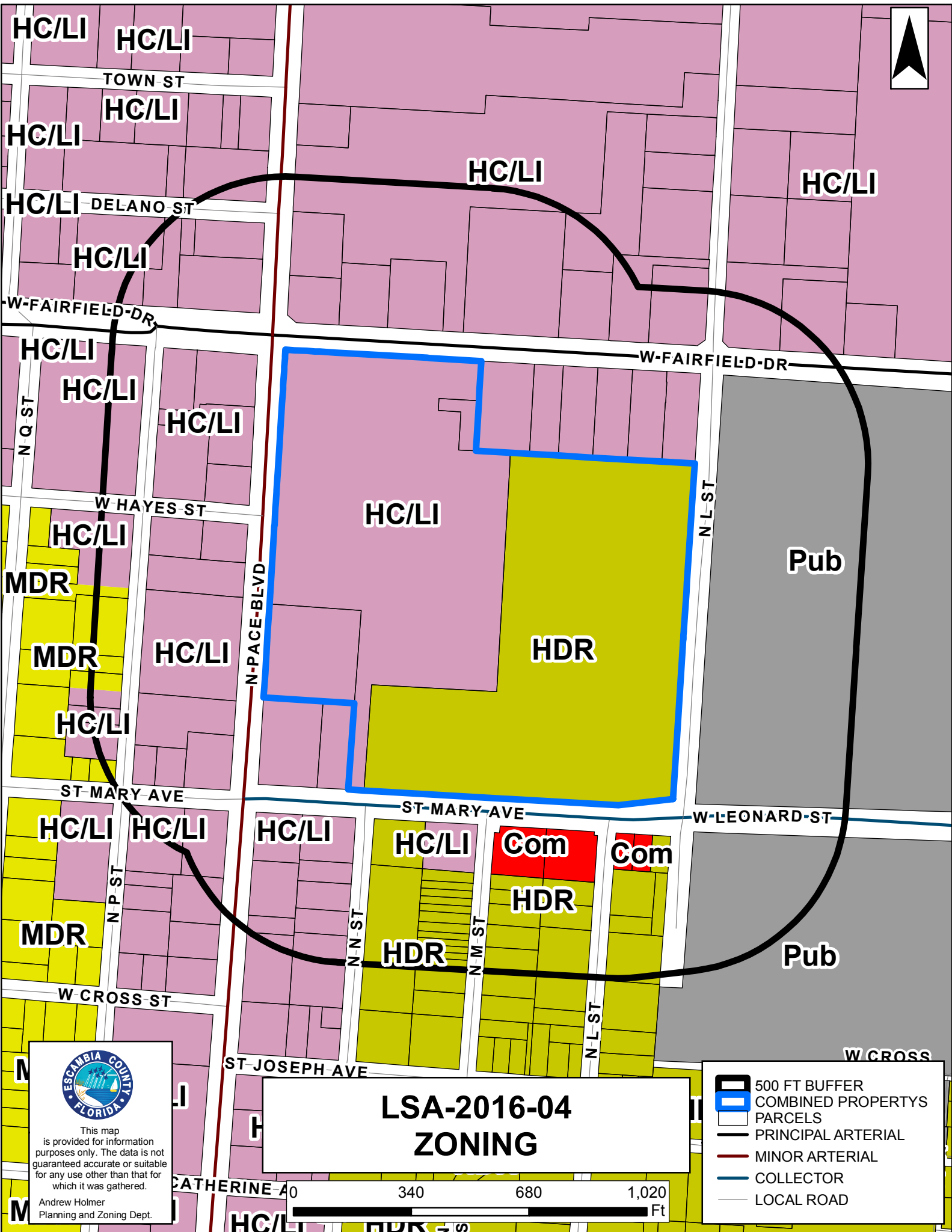
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Andrew Holmer
Planning and Zoning Dept.

LSA-2016-04 LOCATION MAP

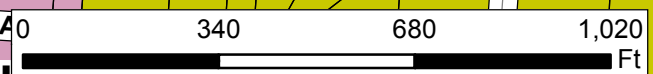



-  2500 FT BUFFER
-  500 FT BUFFER
-  COMBINED PROPERTIES
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



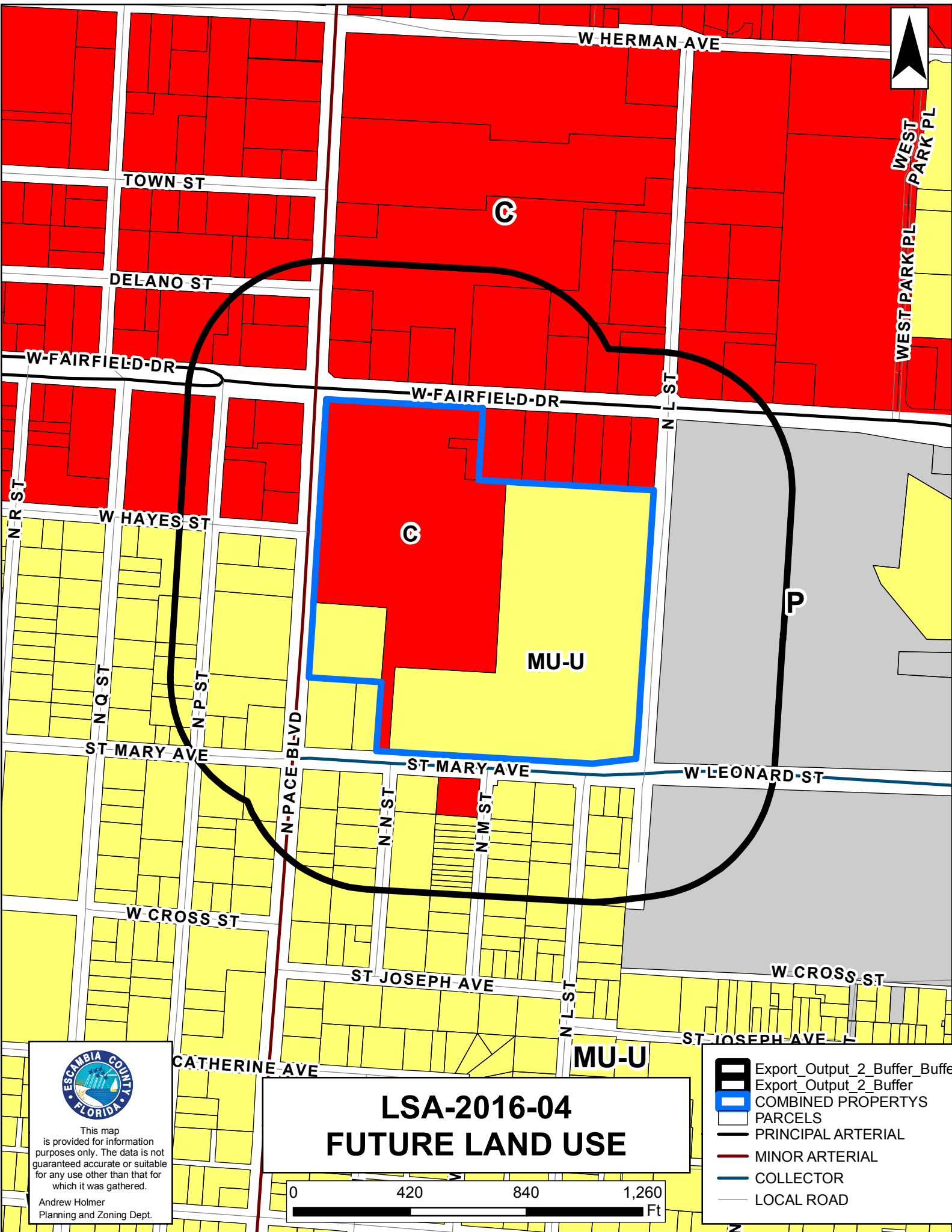
LSA-2016-04 ZONING

- 500 FT BUFFER
- COMBINED PROPERTIES
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

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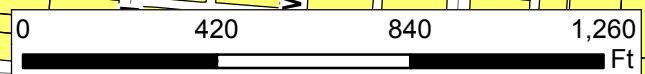
Andrew Holmer
Planning and Zoning Dept.



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Andrew Holmer
Planning and Zoning Dept.

LSA-2016-04 FUTURE LAND USE



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- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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DELANO ST

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W-FAIRFIELD-DR

N Q ST

N L ST

W HAYES ST

N-PACE-BLVD

MU-U

P

P

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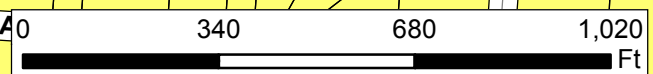
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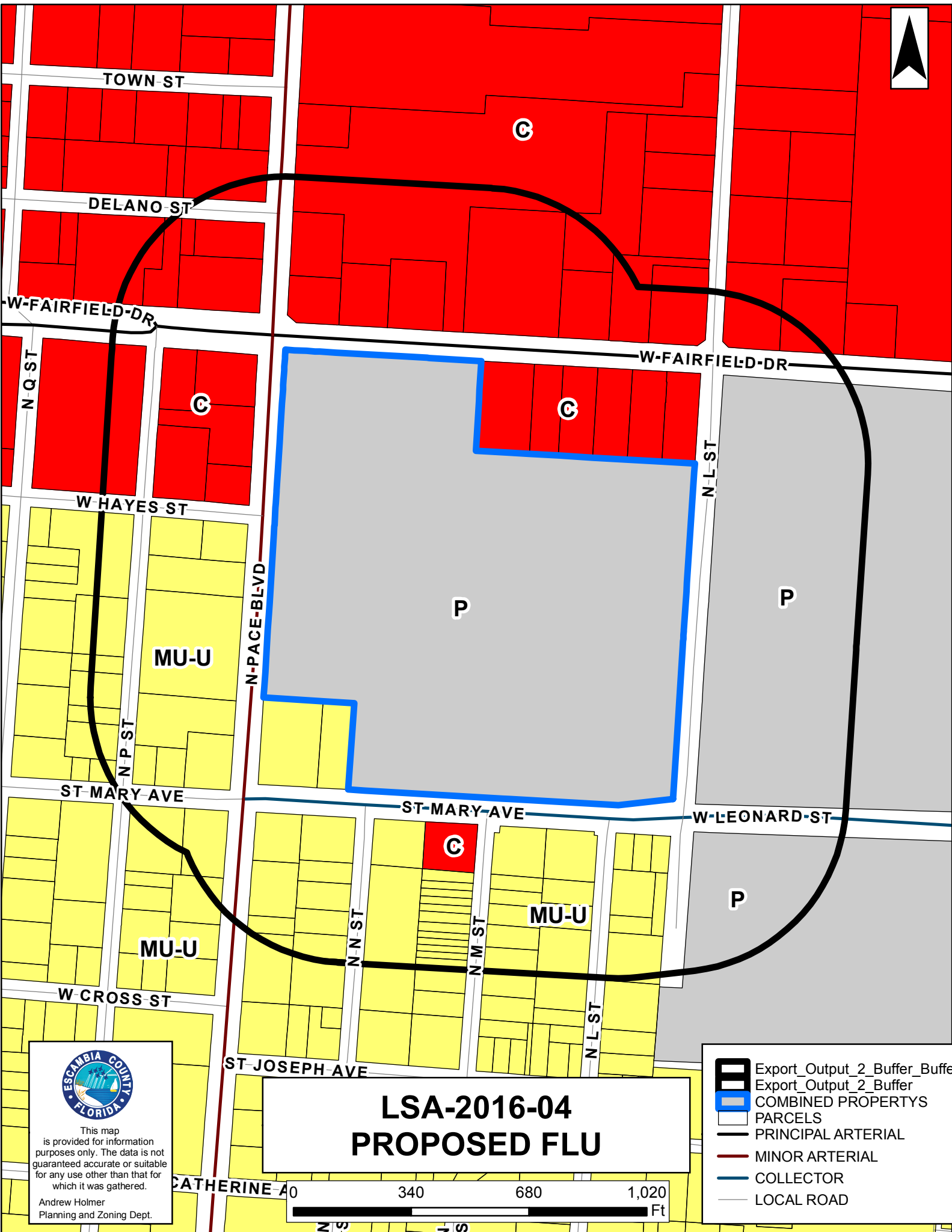
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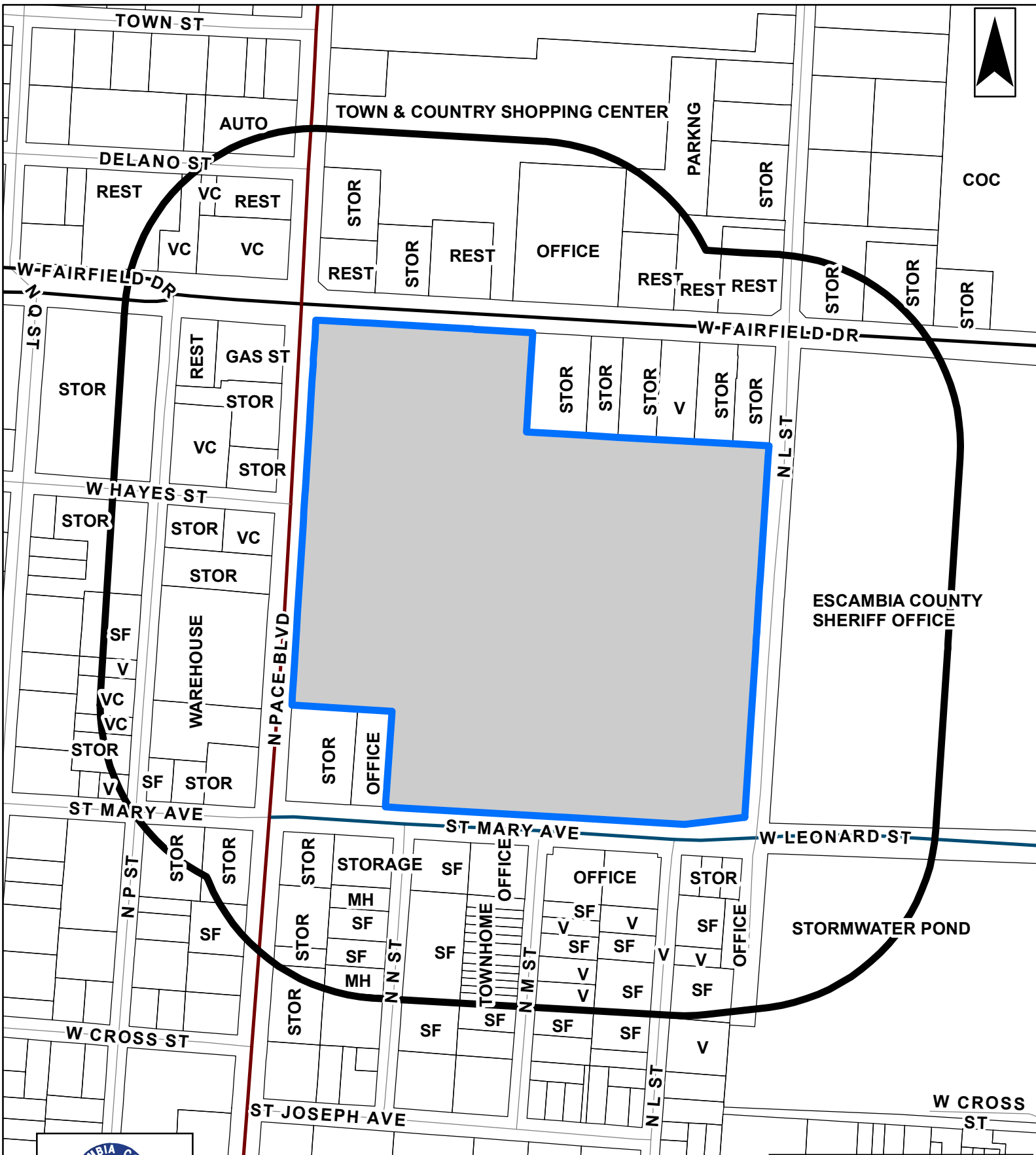
Andrew Holmer
Planning and Zoning Dept.

LSA-2016-04 PROPOSED FLU










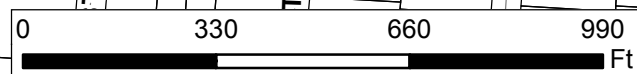

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- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD





LSA-2016-04 ELU MAP

-  500 FT BUFFER
-  COMBINED PROPERTYS
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD

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Andrew Holmer
Planning and Zoning Dept.



TOWN ST

DELANO ST

PALAFX

PALAFX

W-FAIRFIELD-DR

W-FAIRFIELD-DR

ENGLEWOOD

W HAYES ST

ENGLEWOOD

N PACE BLVD

N L ST

ST MARY AVE

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W CROSS ST

ST JOSEPH AVE

W CROSS ST

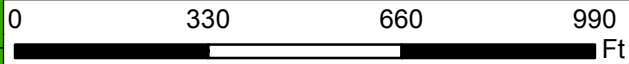
CATHERIN



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Andrew Holmer
Planning and Zoning Dept.

LSA-2016-04 CRA MAP



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- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



Public Notice Sign on L Street



Looking east across L Street from subject parcel



Subject parcel on L street



Looking north from subject parcel
along L Street



Looking west along L Street from subject parcel



NOTICE OF REQUEST FOR FUTURE LAND USE CHANGE

EXISTING FUTURE LAND USE MU-U
PROPOSED FUTURE LAND USE P
CPA NUMBER LSA-2016-04

PUBLIC MEETING/HEARING

PLANNING BOARD

DATE: 01/03/17 TIME: 8:35 AM

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3383 WEST PARK PLACE
BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 01/19/17 TIME: 5:45 PM

ESCAMBIA COUNTY COURTHOUSE
301 PALM BEACH PLACE
1ST FLOOR ROOM CHAMBERS

FOR MORE INFORMATION CALL:
ESCAMBIA COUNTY DEVELOPMENT SERVICES
586-3475



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2016-15
CURRENT ZONING: HC/LI PROPOSED ZONING: Pub
HDR

PLANNING BOARD

DATE: 01/03/17 TIME: 8:30 A.M.

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3383 WEST PARK PLACE
BOARD MEETING ROOM



FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 586-3475 OR VISIT
WWW.YESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Public Notice Sign on St Mary Ave



Looking south on St Mary Street
across from subject parcel



Subject parcel on St Mary Avenue



Looking east along St Mary Avenue
from subject parcel



Looking west on St Mary Avenue
toward Pace Blvd

NOTICE OF REQUEST FOR FUTURE LAND USE CHANGE

EXISTING FUTURE LAND USE MU-U

PROPOSED FUTURE LAND USE P

CRA NUMBER LSA-2016-04

PUBLIC MEETING/HEARING

PLANNING BOARD

DATE: 01/03/17 TIME: 8:35 AM

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
338 WEST PARK PLACE
BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 01/19/17 TIME: 5:45 PM

ESCAMBIA COUNTY COURTHOUSE
221 WEST PARK PLACE
1ST FLOOR 800 (2ND FLOOR)

FOR MORE INFORMATION CALL:
ESCAMBIA COUNTY DEVELOPMENT SERVICES
395-2470

NOTICE OF PUBLIC HEARING REZONING

CASE NO.: 7-2016-15

CURRENT ZONING: HC/LI PROPOSED ZONING: Pub

HDR

PLANNING BOARD

DATE: 01/03/17 TIME: 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
338 WEST PARK PLACE
BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 395-2470 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Public Notice Sign on N Pace Blvd



Looking west across Pace
Blvd from subject parcel



Looking south along Pace Blvd from subject parcel



Looking north along Pace Blvd



Looking into subject
parcel on Pace Blvd



Looking south into subject parcel on W. Fairfield Dr.



Public Notice Sign on W. Fairfield Dr.



NOTICE OF REQUEST FOR FUTURE LAND USE CHANGE

EXISTING FUTURE LAND USE MU-U

PROPOSED FUTURE LAND USE P

CRA NUMBER LSA-2016-04

PUBLIC MEETING/HEARING

PLANNING BOARD

DATE: 01/03/17 TIME: 8:35 AM

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 01/19/17 TIME: 5:45 PM

ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE
1st FLOOR BCC CHAMBERS

FOR MORE INFORMATION CALL:
ESCAMBIA COUNTY DEVELOPMENT SERVICES
595-3475

Public Notice Sign on W.
Fairfield Dr.



Looking onto subject parcel on W. Fairfield Dr.



Looking west on W.
Fairfield parcel



Looking east along W. Fairfield
from subject parcel





FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT LSA 2016-04

Current FLU: MU-U and C Desired FLU: (P) Public Zoning: HDR & HC/LI

Taken by: John C Fisher

Planning Board Public Hearing, date(s): January 3, 2017

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ Receipt # _____ Date: 12/1/2016

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF
ESCAMBIA COUNTY, FL**

Name: Escambia County Board of County Commissioners

Address: 221 Palafox PL STE 420,

City: Pensacola State: Florida Zip Code: 32502

Telephone: (850) 595-3475

Email: _____

DESCRIPTION OF PROPERTY:

Street address: (See attachment), 2816 N Pace Blvd, 1807 W Fairfield Dr; and 3080 N Pace Blvd = (14.52 ±), 1800 St Mary Street (Juvenile Justice Center 8.79 ± and Jail Site 5.99 ±).

Subdivision:

N/A

Property reference number: Section 17 Township 2S Range 30W

Parcel 5015 Lot _____ Block _____

Size of Property (acres) 29.3 ± Sewer X Septic Tank _____

**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name: _____ LSA 2016-04

Property reference #: Section 17 Township 2S Range 30W

Parcel # 5015-000-002, 5015-000-009, 5015-002-001, 5015-003-001

Project Address: 2816 N Pace Blvd, 1807 W Fairfield Dr; and 3080 N Pace Blvd, 1800 St Mary Street (Juvenile Justice Center and Jail Site).

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 _____ DAY OF _____, 20_____

Owner's signature

ESCAMBIA COUNTY

Owner's name (print)

From: [Meredith D. Crawford](#)
To: [John C. Fisher](#); [Horace L Jones](#)
Cc: [Stephen G. West](#); [Alain Espinosa](#)
Subject: FW: McDonalds Property
Date: Monday, December 19, 2016 9:03:05 AM
Attachments: [LSA 2016-04 FLU Application.docx](#)
[Z-2016-15 rezoning-application.pdf](#)

Good morning, John and Horace,

These forms need to be completed by Planning and Zoning and/or administration. I have discussed this with Steve and the email from Mr. Bookman along with the Purchase Contract are sufficient in place of an Agency Form.

Please let me know if you have any questions.
Meredith

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From: John C. Fisher
Sent: Friday, December 16, 2016 11:02 AM
To: Meredith D. Crawford; Horace L Jones; Allyson Cain; Stephen G. West
Cc: Alain Espinosa
Subject: RE: McDonalds Property

Steve,

Can you please complete the forms for the Jail Rezoning and the Large Scale Map Amendment.

Thanks
John C Fisher
Senior Planner
Development Services Department
3363 West Park Place
Pensacola, FL 32505
850-595-4651

From: Meredith D. Crawford
Sent: Friday, December 16, 2016 8:51 AM
To: John C. Fisher; Horace L Jones; Allyson Cain
Cc: Alain Espinosa
Subject: RE: McDonalds Property

These should be completed showing the County as both the Owner (of the parcels that are ours) and showing the County as the agent (for the parcels that we do not own).

The current owner of the other properties has authorized the County to act as its agent – see prior emails to Horace from Alison – however, as discussed previously they would need to complete an agency form- which should be accomplished through Steve West. You may complete the form, forward it to Steve, and he will have their attorney sign. Or send him a blank form and have their attorney complete it- whatever works best for you.

Horace and/or Jack or someone from planning would be the person to sign the FLUM and rezoning request forms for presentation to the PB.

Meredith

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From: John C. Fisher
Sent: Thursday, December 15, 2016 11:20 AM
To: Horace L Jones; Allyson Cain; Meredith D. Crawford
Subject: RE: McDonalds Property

Meredith,

These are the forms that have been completed for the Jail Rezoning and Large Scale. I attached the two applications and a full rezoning application because some of the pages have been taken out of the Z-2016-15 rezoning application which I didn't think we needed. Please review the applications and let me know who the Agent and if anyone needs to sign the applications.

Thanks

John C Fisher
Senior Planner
Development Services Department
3363 West Park Place
Pensacola, FL 32505
850-595-4651

From: Horace L Jones
Sent: Wednesday, December 14, 2016 11:27 AM
To: John C. Fisher; Allyson Cain
Subject: FW: McDonalds Property

Please get the proper form and forward it on. Thanks!!

From: Meredith D. Crawford
Sent: Wednesday, December 14, 2016 11:18 AM
To: Horace L Jones
Cc: Alain Espinosa
Subject: McDonalds Property

Do we have an agency form on file authorizing us to act as the agent from the seller? This would have been accomplished through Steve. If not, can you send it to me and I will forward to Steve to ask Mr. Bookman, the attorney for the property owner to execute it, this would authorize us to proceed at least through the preliminary actions.

Please let me know.

Meredith

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From: [Meredith D. Crawford](#)
To: [John C. Fisher](#)
Cc: [Alain Espinosa](#)
Subject: FW: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments
Date: Friday, December 16, 2016 8:55:02 AM
Attachments: [image001.png](#)

FYI.

Meredith D. Crawford
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
Telephone: (850) 595-4970
Fax: (850) 595-4979

From: Horace L Jones
Sent: Wednesday, December 14, 2016 1:12 PM
To: Alison A. Rogers
Cc: Meredith D. Crawford; Dianne C. Simpson
Subject: RE: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments

Thanks!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

From: Alison A. Rogers
Sent: Wednesday, December 14, 2016 12:59 PM
To: Horace L Jones
Cc: Meredith D. Crawford; Dianne C. Simpson
Subject: Fwd: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments

Horace,

You may continue.

A

Sent from my iPhone

Begin forwarded message:

From: Alan Bookman <ABB@esclaw.com>
Date: December 14, 2016 at 12:52:06 PM CST
To: "Alison A. Rogers" <aaperdue@co.escambia.fl.us>
Cc: "Stephen G. West" <sgwest@co.escambia.fl.us>, "Dianne C. Simpson" <dcsimpso@co.escambia.fl.us>
Subject: RE: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments

Correct—please proceed.

From: Alison A. Rogers [<mailto:aaperdue@co.escambia.fl.us>]
Sent: Wednesday, December 14, 2016 11:05 AM
To: Alan Bookman
Cc: Stephen G. West; Dianne C. Simpson
Subject: 09865-135563 McDonald Shopping Center, LLC s/t Escambia County: land use amendments

Alan,

I need to confirm with you the schedule for the large scale future land use change and the rezoning for the McDonald property. The Planning staff intends to take the future land use amendment to the Planning Board on January 3, to the BCC on January 19th and then it goes to the state DEO for comments before it returns to the BCC for final adoption. The rezoning may go to the Planning Board at the same time, but wouldn't go to the BCC for final action until the future land use amendment is ready for final vote, so well after January. Can I assume these preliminary votes by the Planning Board are okay with your client prior to the closing?

Alison P. Rogers
County Attorney
Escambia County Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979



CITY, COUNTY &
LOCAL
GOVERNMENT LAW

- LEGEND:**
- R/W Right of way
 - P.O.B. Point of beginning
 - P.O.C. Point of commencement
 - X Concrete monument found no #
 - X- Concrete monument found no #
 - 1/2" capped iron rod set #1073
 - 1/2" capped iron rod found
 - 1/2" iron rod found
 - Sanitary sewer manhole
 - Storm manhole
 - Light pole with base
 - Light pole without base
 - Electric conduit
 - Electric conduit
 - Backfill preventer
 - Power pole
 - Guy wire
 - Telephone marker
 - Chain link fence
 - Wood fence
 - Sanitary sewer line
 - Storm sewer line
 - Electric/telephone/cable line

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Fences and foundations below natural grade not located.

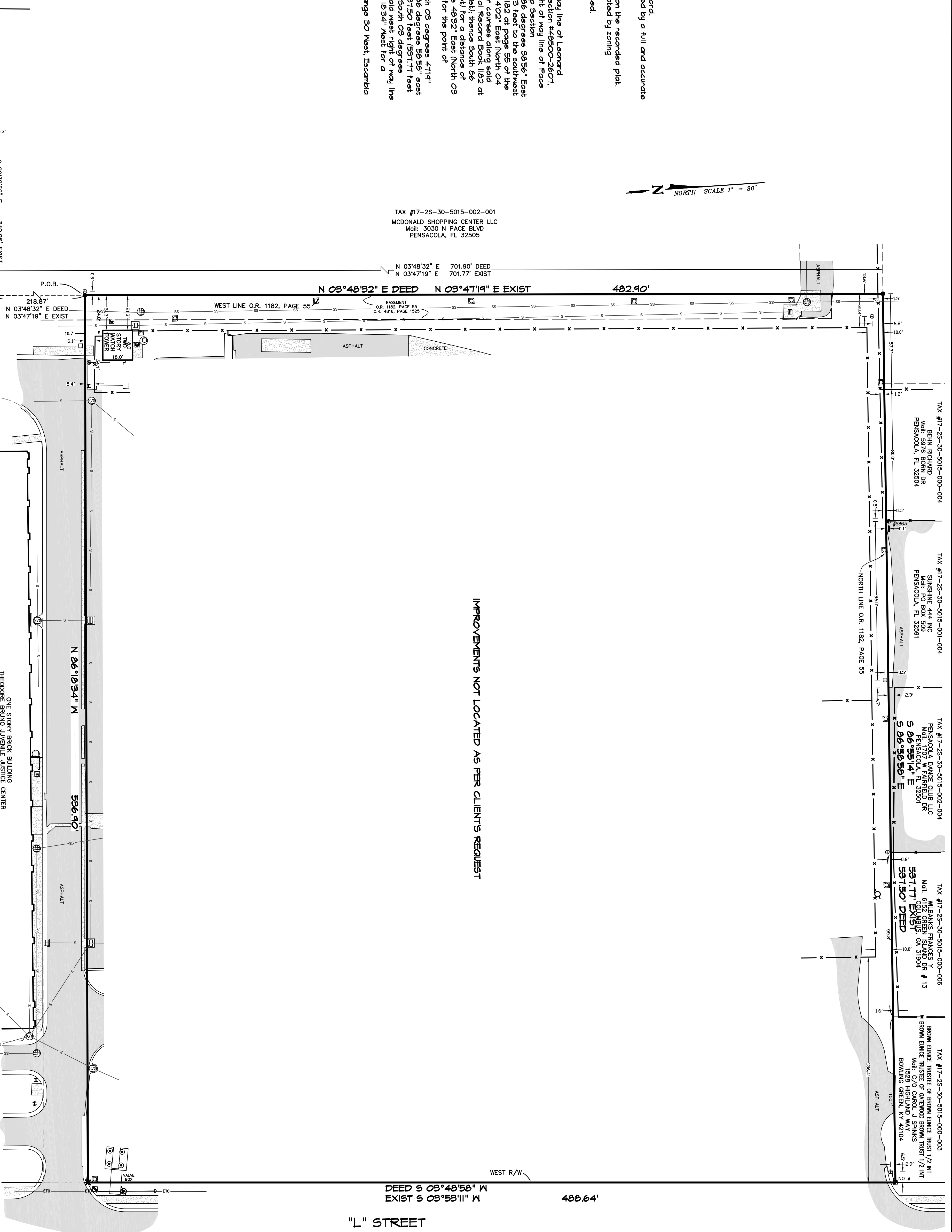
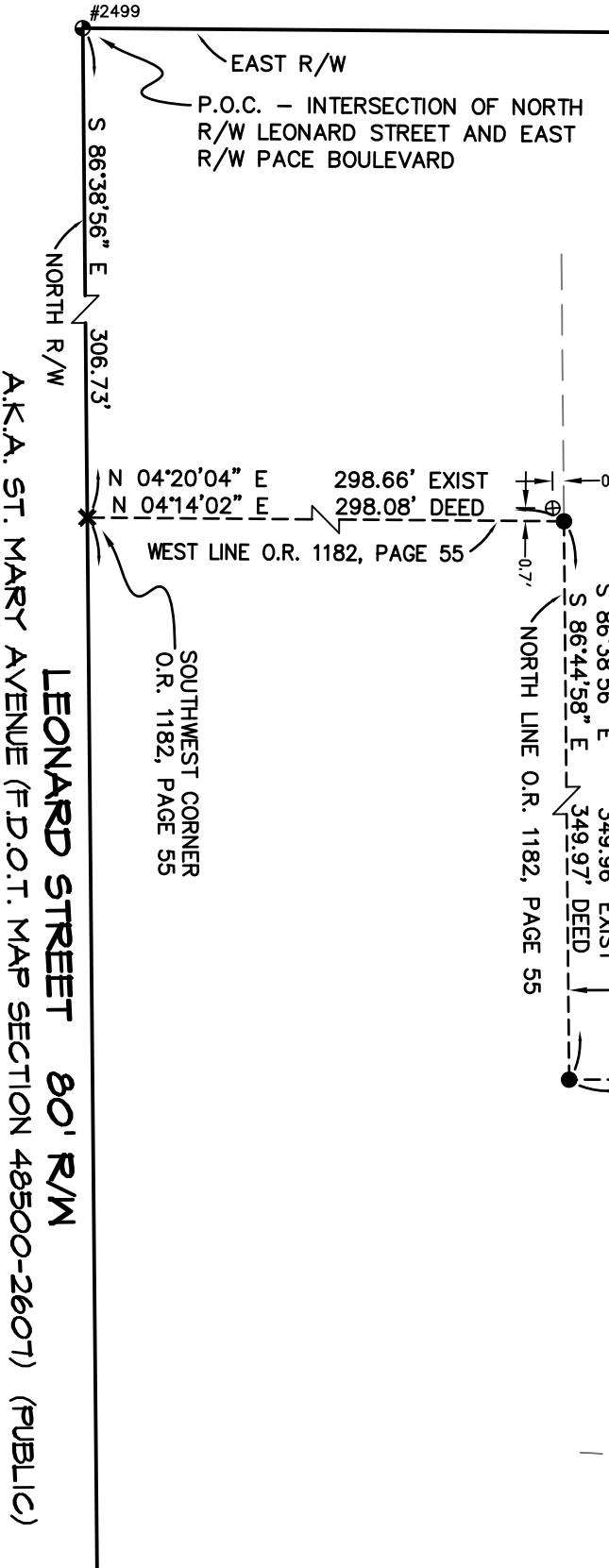
LEGAL DESCRIPTION:

Commence at the intersection of the north right of way line of Leonard Street (per Florida Department of Transportation map Section #48500-2607, also known as St. Mary Avenue, 80' R/W) and the east right of way line of Pace Boulevard (per Florida Department of Transportation map Section 4805-104201, State Road #292, 80' R/W); thence South 86 degrees 38'56" East along said north right of way line for a distance of 306.73 feet to the southwest corner of the parcel described in Official Record Book 1182 at Page 55 of the public records of said County; thence North 04 degrees 14'02" East (North 04 degrees 20'04" East exist); (this course and the next four courses along said north right of way line are shown as a dashed line on the plat) thence South 86 degrees 38'56" East for a distance of 398.08 feet (398.08 feet exist); thence South 86 degrees 44'59" East (South 86 degrees 38'56" East exist) for a distance of 345.47 feet (345.46 feet exist); thence North 03 degrees 49'32" East (North 03 degrees 47'19" East exist) for a distance of 218.87 feet for the point of beginning.

Thence continue North 03 degrees 49'32" East (North 03 degrees 47'19" East exist) for a distance of 482.90 feet; thence South 86 degrees 38'56" East (South 86 degrees 55'14" East exist) for a distance of 591.50 feet (591.77 feet exist) to the west right of way line of "L" Street; thence South 03 degrees 49'58" West (South 03 degrees 59'11" West exist) along said west right of way line for a distance of 488.64 feet; thence North 86 degrees 18'34" West for a distance of 536.90 feet to the point of beginning.

All lying and begin in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. Containing 5.94 acres, more or less.

PACE BOULEVARD STATE ROAD #292 80'R/W
(F.D.O.T. MAP SECTION 4805-104201) (PUBLIC)



TAX #17-25-30-5015-002-001
MCDONALD SHOPPING CENTER LLC
Mail: 3030 N FACE BLVD
PENSACOLA, FL 32505

IMPROVEMENTS NOT LOCATED AS PER CLIENT'S REQUEST

TAX #17-25-30-5015-000-002
ESCAMBIA COUNTY JUVENILE JUSTICE CENTER
Mail: 221 PALFOX PL, STE 420
PENSACOLA, FL 32502

ONE STORY BRICK BUILDING
THEODORE BRUND JUVENILE JUSTICE CENTER

"L" STREET

DEED S 03°48'32" N
EXIST S 03°53'11" N
488.64'

Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON THE NORTH R/W LEONARD STREET AS
S 86°38'56" E (GRID NORTH)
Ordered By MR. DANNY SWAIN Elevation Reference _____
Encroachments FENCES, ASPHALT, CONCRETE
Source of Information TAX MAPS, PUBLIC RECORDS, D.O.T R/W MAPS, SR #292,
SECTION 4805-104, S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604,
SURVEYS BY: COLOCADO, HINSON & THIS FIRM

**A BOUNDARY SURVEY AND LEGAL DESCRIPTION
OF A PORTION OF SECTION 17, T-2-S, R-30-W**

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666 Fax (850) 434-6661
Email: pgsurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze
PSM #5605

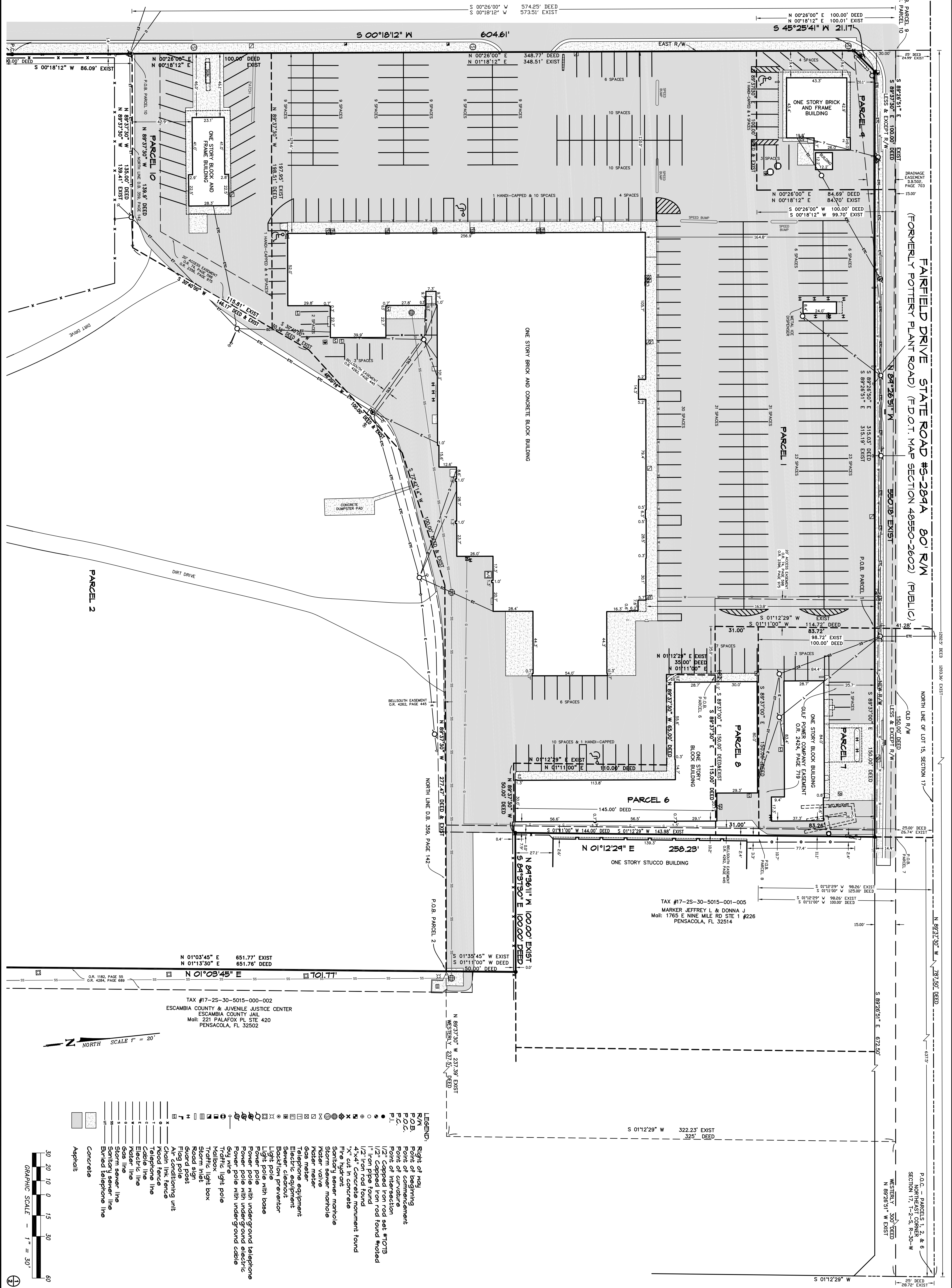
Walter J. Glaze
PSM #6190

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

File No. C-1841
Job No. 51072-16
Scale T=80'
Date of Survey 11-28-2016
Date of Plat 11-30-2016
Date of Revision _____
FB 12/1 PG 41-79
FD 12/1 PG 11-51
Checked By AKS

PACE BOULEVARD STATE ROAD #292 80' R/W
(F.D.O.T. MAP SECTION 4805-104#201) (PUBLIC)

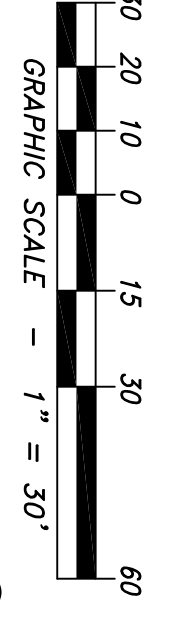


TAX #17-25-30-5015-001-005
MARKER JEFFREY L & DONNA J
Mail: 1765 E NINE MILE RD STE 1 #226
PENSACOLA, FL 32514

TAX #17-25-30-5015-000-002
ESCAMBIA COUNTY & JUVENILE JUSTICE CENTER
ESCAMBIA COUNTY JAIL
Mail: 221 PALAFOX FL STE 420
PENSACOLA, FL 32502

NORTH SCALE 1" = 20'

- LEGEND:**
- R/W Right of Way
 - OB Point of Beginning
 - P.C. Point of Commencement
 - P.L. Point of Intersection
 - 1/2" Capped iron rod found
 - 1/2" Iron rod found
 - 4"x4" Concrete monument found
 - "x" cut in concrete
 - Fire hydrant
 - Scalloped sewer manhole
 - Sewer manhole
 - Water meter
 - Gas meter
 - Telephone equipment
 - Electric equipment
 - Sewer cleanout
 - Backflow preventer
 - Light pole with base
 - Light pole with underground telephone
 - Power pole with underground electric
 - Power pole with underground cable
 - 5/8" wire
 - Traffic light pole
 - Mailbox
 - Traffic light box
 - Storm light
 - Road sign
 - Flag pole
 - Air conditioning unit
 - Chain link fence
 - Wood fence
 - Telephone line
 - Cable line
 - Water line
 - Storm sewer line
 - Sanitary sewer line
 - Buried telephone line
 - Asphalt
 - Concrete



I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 55-17.050, 55-17.051 and 55-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze
PSM #5605

Walter J. Glaze
PSM #6190

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
570 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666 Fax (850) 434-6661
Email: pgsurvey@bellsouth.net

Bearing Reference NORTH BASED ON THE NORTH LINE OF LOT 15, SECTION 17 AS N 84°28'51" W (DEED CALL)

Ordered By MS. STACEY WARD Elevation Reference _____

Encroachments ASPHALT, CONCRETE, FENCES, POWER POLES, AERIAL UTILITY LINES

Source of Information TAX MAPS, PUBLIC RECORDS, D.O.T. R/W MAPS, SR #292, SECTION 4805-104, S.R. #289A, SECTION 4850-2602 & SECTION 4850-2604, SURVEYS BY: COLOCADO, HINSON & THIS FIRM

AN ALTA/NSPS LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 17, T-2-S, R-30-W

File No. C-1580
Job No. 38473-16
Scale 1" = 80'
Date of Survey 4-22-2016
Date of Plot 4-22-2016
Date of Revision _____
FB 1547 PO 41-15
Drawn by PKJ
Checked by AKS

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

SHEET 1 OF 2

LEGAL DESCRIPTION:

PARCEL 1

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. No. 289-A, 80 foot right-of-way) to the point of beginning; Thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 150.00 feet; thence South 1 degree 11 minutes West for a distance of 144.00 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence South 1 degree 11 minutes West for a distance of 50.00 feet to the Tringas property as described in the deed recorded in Deed Book 359 at page 142 of the public records of Escambia County, Florida; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said Tringas property for a distance of 277.47 feet; thence South 72 degrees 42 minutes 14 seconds West for a distance of 100.00 feet; thence South 48 degrees 20 minutes 16 seconds West for a distance of 100.00 feet; thence South 30 degrees 40 minutes West for a distance of 30.36 feet to a point that is 100.00 feet North of (as measured at a right angle) to the North line of that portion of the Tringas property that abuts Pace Boulevard; thence North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of that portion of the Tringas property that abuts Pace Boulevard for a distance of 198.51 feet to the Easterly right-of-way line of Pace Boulevard ("O" Street, S. R. No. 292, 80 foot right-of-way); thence North 0 degrees 26 minutes East along the said Easterly right-of-way line for a distance of 348.77 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence North 0 degrees 26 minutes East for a distance of 84.69 feet to the said Southerly right-of-way line of Fairfield Drive; thence South 89 degrees 26 minutes 50 seconds East along the said Southerly right-of-way line for a distance of 315.03 feet to the point of beginning; lying and being in Lot 15, Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2

Commence at the Northeast corner of Lot 15 of the Brainerd and McIntyre Subdivision of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and run thence Southerly 25 feet to Northerly line of Pottery Plant Road; thence run Westerly a distance of 300 feet; thence run Southerly a distance of 325 feet; thence run Westerly a distance of 237.5 feet to the Point of Beginning of the property hereby conveyed; from said point of beginning continue North 89 degrees 37-1/2 minutes West 277.47 feet; thence run South 72 degrees 42 minutes 14 seconds West a distance of 100 feet; thence run South 48 degrees 20 minutes 16 seconds West a distance of 100 feet; thence run South 30 degrees 40 minutes West 146.17 feet; thence run North 89 degrees 37-1/2 minutes West 135 feet; thence run South 1 degree 41-1/2 minutes West 200 feet; thence run South 89 degrees 37-1/2 minutes East 135 feet; thence run South 27 degrees 36 minutes East 255.70 feet; thence run South 89 degrees 17 minutes East 395.67 feet, thence run North 1 degree 13-1/2 minutes East 651.76 feet to the Point of Beginning, all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. It is the intent of the Grantor to convey all property bounded by

property of Escambia County on the East and South, to the Kathryn C. McDonald property on the South and to the right of way of Pace Boulevard on the West.

LESS AND EXCEPT the following described portion thereof:

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 158 of the public records of Escambia County, Florida; thence continue Easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 158; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 158 approximately 255.70 feet to the point of beginning.

PARCEL 3

A parcel of land 45.7 feet wide located to the East of the East boundary of the property conveyed by G. R. McDonald to Kathryn C. McDonald by deed dated December 28, 1956, recorded in Deed Book 459, Page 180 of the public records of Escambia County, Florida and to the East of the East boundary of the property conveyed by G. R. McDonald to Perry E. Hopkins and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264, Page 457 of the public records of said county, also located to the West of the West boundary line of the property conveyed by G. R. McDonald and Kathryn C. McDonald to Escambia County, Florida by deed recorded in Official Record Book 1182, Page 55 of the public records of said County.

PARCEL 4

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 180 approximately 255.70 feet to the point of beginning.

It is the intent of the Grantor to convey to the Grantees a triangular parcel of property which, when added to the property described in that certain deed recorded in Deed Book 459 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries

will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:

A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and north boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Anna Y. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 359 at page 142 of the public records of said county.

And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet, thence South 89 degrees 37 minutes 30 seconds East for a distance of 35 feet to the point of beginning; thence continue along the same line South 89 degrees 37 minutes 30 seconds East a distance of 115 feet; thence South 1 degree 11 minutes West for a distance of 145 feet; thence North 89 degrees 37 minutes 30 seconds West a distance of 50 feet; thence North 1 degree 11 minutes East 110 feet; thence North 89 degrees 37 minutes 30 seconds West 65 feet; thence North 1 degree 11 minutes East 35 feet to the point of beginning.

PARCEL 7

Beginning at a point on the north line of Lot 15, Section 17, Township 2 South, Range 30 West, that is 637.5 feet west of the northeast corner of said Lot 15; thence run South 1 degrees 11' West a distance of 25 feet to the present south line of Pottery Plant Road for the point of beginning of the parcel hereby conveyed; thence continue on same course a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degrees 11' East a distance of 100 feet to the south line of said Pottery Plant Road; thence East along said south line 150 feet to point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 8

Beginning at a point on the north line of said Lot 15 that is 637.5 feet west of the northeast corner of said lot; thence run South 1 degrees 11' West a distance of 125 feet to the point of beginning of the property hereby conveyed; thence run North 89 degrees 37.5' West parallel to the south line of Pottery plant Road a distance of 150 feet; thence run South 1 degrees 11' West a distance of 31 feet; thence run East parallel to

said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degree 11' East a distance of 31 feet to point of beginning.

PARCEL 9

Begin at a point on the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said lot; thence run South a distance of 25 feet to the present intersection of the south line of Pottery Plant Road with the east line of Pace Boulevard for point of beginning of the parcel hereby conveyed; thence run South 89 degrees 37.5' East along the south line of said Pottery Plant Road a distance of 100 feet; thence run South 0 degrees 26' West parallel to the east line of Pace Boulevard a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 100 feet to the east line of Pace Boulevard; thence North 0 degrees 26' East along the east line of Pace Boulevard 100 feet to the point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 10

Beginning at a point of the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said Lot; thence run South 0 degrees 26' West a distance of 574 feet 3 inches, more or less, to a point on the east line of Pace Boulevard where the north line of the property conveyed by the grantors to John K. Tringas and others by deed dated June 11, 1952, recorded in Deed Book 359 at page 142, intersects said east line of Pace Boulevard, this being the point of beginning of the property hereby conveyed; thence run North 0 degrees 26' East along said east line of Pace Boulevard a distance of 100 feet; thence run South 89 degrees 37.5' East to the point of intersection with the northwesterly line of the property conveyed to John K. Tringas and others as aforesaid; thence South 30 degrees 40' West along said northwestern boundary line of Tringas Property to its intersection with said north line of the Tringas Property; thence North 89 degrees 37.5' West a distance of 139.9 feet along said north line of the Tringas Property to the point of beginning.



Chris Jones Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations
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[←](#) Navigate Mode
 [⊙](#) Account
 [⊖](#) Reference
 [→](#)

[Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 172S305015000002</p> <p>Account: 062431000</p> <p>Owners: ESCAMBIA COUNTY & JUVENILE JUSTICE CENTER ESCAMBIA COUNTY JAIL</p> <p>Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502</p> <p>Situs: 1800 ST MARY ST 32501</p> <p>Use Code: COUNTY OWNED</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$834,480</td> <td>\$10,664,096</td> <td>\$11,498,576</td> <td>\$11,498,576</td> </tr> <tr> <td>2015</td> <td>\$834,480</td> <td>\$10,344,216</td> <td>\$11,178,696</td> <td>\$11,178,696</td> </tr> <tr> <td>2014</td> <td>\$834,480</td> <td>\$10,343,747</td> <td>\$11,178,227</td> <td>\$11,178,227</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Year	Land	Imprv	Total	Cap Val	2016	\$834,480	\$10,664,096	\$11,498,576	\$11,498,576	2015	\$834,480	\$10,344,216	\$11,178,696	\$11,178,696	2014	\$834,480	\$10,343,747	\$11,178,227	\$11,178,227
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Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
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01/1975	879	949	\$100	WD	View Instr																				
01/1971	548	639	\$100	OT	View Instr																				

Parcel Information [Launch Interactive Map](#)

Section Map Id: 17-2S-30-1

Approx. Acreage: 14.6400

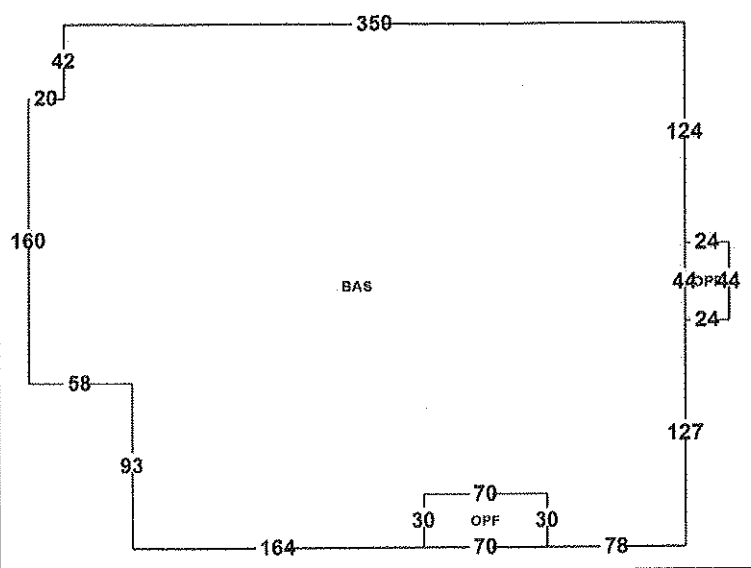
Zoned: HDR

Evacuation & Flood Information
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Buildings
Address: 1800 ST MARY ST, Year Built: 1975, Effective Year: 1985
<p>Structural Elements</p> <p>DECOR/MILLWORK-AVERAGE</p> <p>DWELLING UNITS-100</p> <p>EXTERIOR WALL-STUCCO OV BLOCK</p>

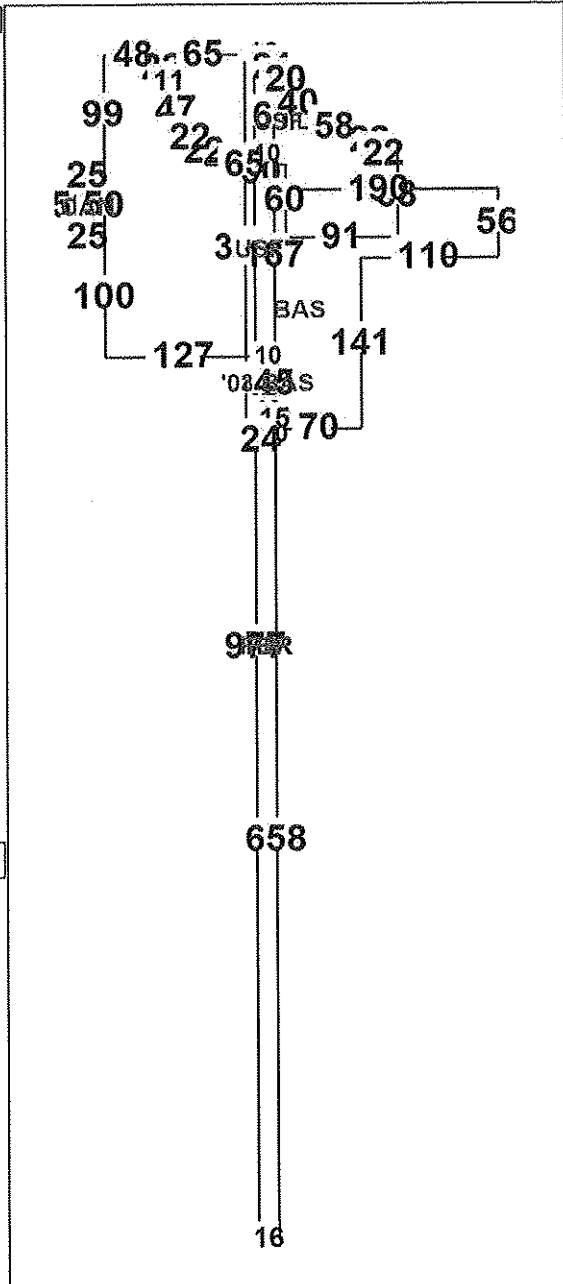
FLOOR COVER-CARPET
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
 INTERIOR WALL-EXPOSED BLK/BRK
 NO. PLUMBING FIXTURES-94
 NO. STORIES-1
 ROOF COVER-BLT UP MTL/GYP
 ROOF FRAMING-CONCRETE
 STORY HEIGHT-0
 STRUCTURAL FRAME-CONCRTE
 REINFRD



Areas - 103972 Total SF
 BASE AREA - 100816
 OPEN PORCH FIN - 3156


Address: 2935 N L ST, Year Built: 1979, Effective Year: 1985

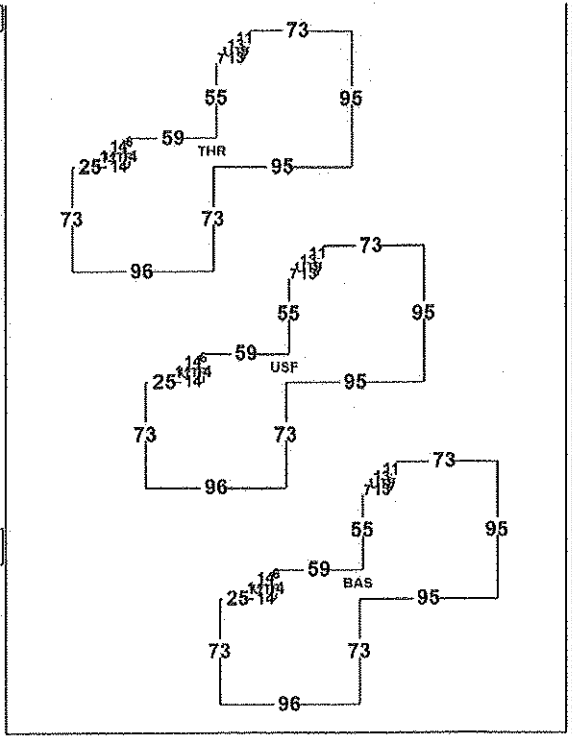
Structural Elements
 DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-250
 EXTERIOR WALL-PRECAST PAN/CON
 FLOOR COVER-VINYL ASBESTOS
 FOUNDATION-STRUCTURAL
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-EXPOSED BLK/BRK
 NO. PLUMBING FIXTURES-583
 NO. STORIES-7
 ROOF COVER-BLT UP MTL/GYP
 ROOF FRAMING-CONCRETE
 STORY HEIGHT-0
 STRUCTURAL FRAME-RIGID FRAME



Areas - 133303 Total SF
 BASE AREA - 54213
 CANOPY - 1250
 FIFTH STORY - 15632
 FOURTH STORY - 15632
 THIRD STORY - 15632
 UPPER STORY FIN - 30944

Year Built: 1984, Effective Year: 1984

Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-92 EXTERIOR WALL-PRECAST PAN/CON FLOOR COVER-VINYL ASBESTOS FOUNDATION-STRUCTURAL HEAT/AIR-CENTRAL H/AC INTERIOR WALL-EXPOSED BLK/BRK NO. PLUMBING FIXTURES-184 NO. STORIES-3 ROOF COVER-BLT UP MTL/GYP ROOF FRAMING-CONCRETE STORY HEIGHT-0 STRUCTURAL FRAME-CONCRTE REINFRD
 Areas - 50808 Total SF BASE AREA - 16623 THIRD STORY - 16623 UPPER STORY FIN - 16623 UTILITY FIN - 939



Images



10/21/05

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.



Chris Jones Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations
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<p>General Information</p> <p>Reference: 172S305015000009 Account: 062437000 Owners: MCDONALD SHOPPING CENTER LLC Mail: 3030 N PACE BLVD PENSACOLA, FL 32505 Situs: 2816 N PACE BLVD 32501 Use Code: STORE, 1 STORY Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$214,434</td> <td>\$113,916</td> <td>\$328,350</td> <td>\$328,350</td> </tr> <tr> <td>2015</td> <td>\$214,434</td> <td>\$90,873</td> <td>\$305,307</td> <td>\$305,307</td> </tr> <tr> <td>2014</td> <td>\$214,434</td> <td>\$90,496</td> <td>\$304,930</td> <td>\$304,930</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Year	Land	Imprv	Total	Cap Val	2016	\$214,434	\$113,916	\$328,350	\$328,350	2015	\$214,434	\$90,873	\$305,307	\$305,307	2014	\$214,434	\$90,496	\$304,930	\$304,930										
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Parcel Information

Section Map Id: 17-2S-30-1

Approx. Acreage: 1.7273

Zoned: HC/LI

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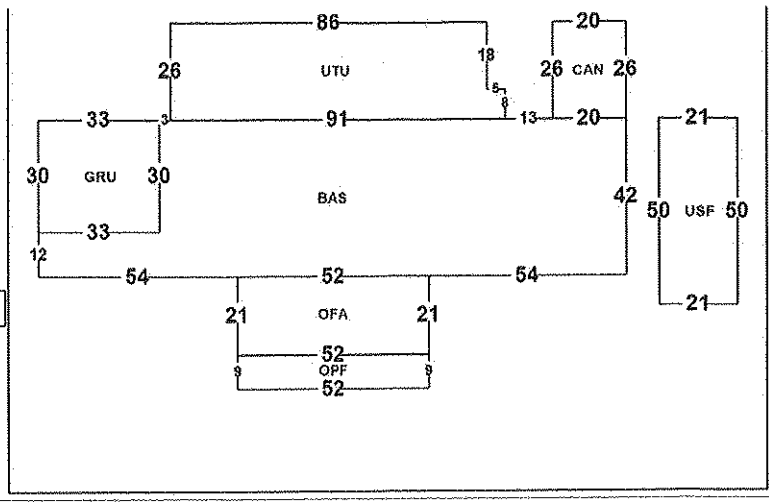
Buildings

Address: 2816 N PACE BLVD, Year Built: 1955, Effective Year: 1955

<p>Structural Elements</p> <p>DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-CONCRETE BLOCK FLOOR COVER-CONCRETE-FINISH</p>
--

FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-10
NO. STORIES-2
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-RIGID FRAME/BAR
STORY HEIGHT-10
STRUCTURAL FRAME-MASONRY
PIL/STL

Areas - 12126 Total SF
BASE AREA - 5730
CANOPY - 520
GARAGE UNFIN - 990
OFFICE AVG - 1092
OPEN PORCH FIN - 468
UPPER STORY FIN - 1050
UTILITY UNF - 2276



Images:



7/5/16

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 12/09/2016 (rc.27015)

2016 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 770674

Entity Name: SAND POINT HOMEOWNERS' ASSOCIATION, INC.

Current Principal Place of Business:

4525 FOREST BREEZE CT.
PACE, FL 32571

Current Mailing Address:

4525 FOREST BREEZE CT.
PACE, FL 32571 UN

FEI Number: 59-2105233

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CHASE, JAMES L.
201 E. GOVERNMENT ST.
PENSACOLA, FL 32501 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: _____ Date _____
Electronic Signature of Registered Agent

Officer/Director Detail :

Title	STD	Title	PD
Name	MAUCH, JAMES M	Name	FRECHETTE, ANNE
Address	4525 FOREST BREEZE CT	Address	9440 SCENIC HWY
City-State-Zip:	PACE FL 32571	City-State-Zip:	PENSACOLA FL 32507

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 an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAMES MAUCH _____ SEC/TREAS _____ 03/25/2016
Electronic Signature of Signing Officer/Director Detail Date



Chris Jones Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations
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General Information Reference: 172S305015002001 Account: 062425100 Owners: MCDONALD SHOPPING CENTER LLC Mail: 3030 N PACE BLVD PENSACOLA, FL 32505 Situs: 3080 N PACE BLVD 32501 Use Code: COMMUNITY SHOP CTR. Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$1,411,321</td> <td>\$816,461</td> <td>\$2,227,782</td> <td>\$1,625,642</td> </tr> <tr> <td>2015</td> <td>\$681,355</td> <td>\$796,502</td> <td>\$1,477,857</td> <td>\$1,477,857</td> </tr> <tr> <td>2014</td> <td>\$681,355</td> <td>\$780,432</td> <td>\$1,461,787</td> <td>\$1,461,787</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Year	Land	Imprv	Total	Cap Val	2016	\$1,411,321	\$816,461	\$2,227,782	\$1,625,642	2015	\$681,355	\$796,502	\$1,477,857	\$1,477,857	2014	\$681,355	\$780,432	\$1,461,787	\$1,461,787
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Parcel Information [Launch Interactive Map](#)

Section Map Id:
17-2S-30-1

Approx. Acreage:
12.3800

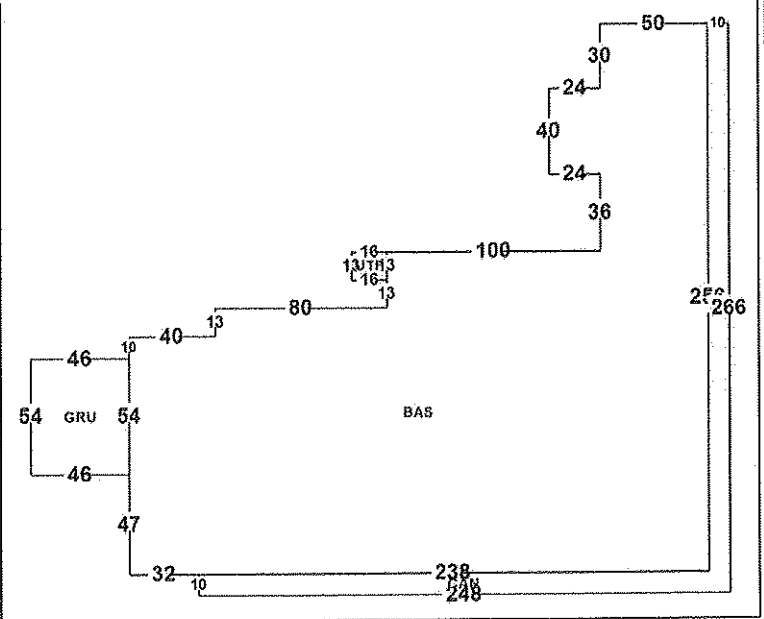
Zoned:
HC/LI

Evacuation & Flood Information
[Open Report](#)

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Buildings
Address: 3080 N PACE BLVD, Year Built: 1959, Effective Year: 1959
Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-BRICK-FACE/VENEER EXTERIOR WALL-CONCRETE BLOCK

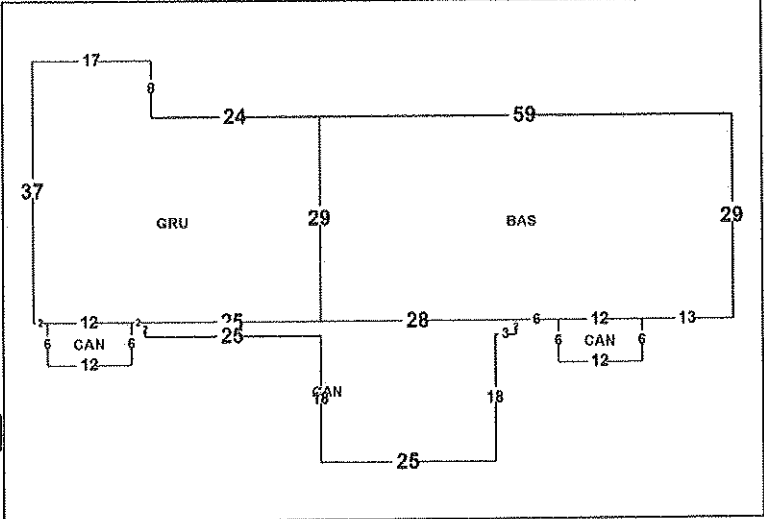
FLOOR COVER-VINYL ASBESTOS
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-60
 NO. STORIES-1
 ROOF COVER-MEMBRANE
 ROOF FRAMING-RIGID FRAME/BAR
 STORY HEIGHT-14
 STRUCTURAL FRAME-MASONRY
 PIL/STL



Areas - 50852 Total SF
 BASE AREA - 43120
 CANOPY - 5040
 GARAGE UNFIN - 2484
 UTILITY FIN - 208

Address: 1803 W FAIRFIELD DR, Year Built: 1959, Effective Year: 1959

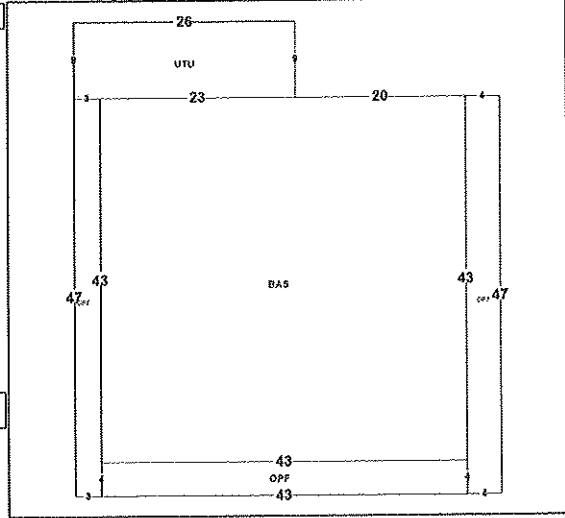
Structural Elements
 DECOR/MILLWORK-BELOW AVERAGE
 DWELLING UNITS-0
 EXTERIOR WALL-STUCCO OV BLOCK
 EXTERIOR WALL-CONCRETE BLOCK
 FLOOR COVER-CONCRETE-FINISH
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
 INTERIOR WALL-EXPOSED BLK/BRK
 NO. PLUMBING FIXTURES-2
 NO. STORIES-1
 ROOF COVER-BLT UP MTL/GYP
 ROOF FRAMING-RIGID FRAME/BAR
 STORY HEIGHT-12
 STRUCTURAL FRAME-MASONRY
 PIL/STL



Areas - 3736 Total SF
 BASE AREA - 1711
 CANOPY - 700
 GARAGE UNFIN - 1325

Address: 3160 N PACE BLVD, Year Built: 1960, Effective Year: 1960

Structural Elements
 DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-0
 EXTERIOR WALL-SIDING-LAP.AAVG
 FLOOR COVER-TILE/STAIN CONC/BRICK
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-PLASTER DIRECT
 NO. PLUMBING FIXTURES-4
 NO. STORIES-1
 ROOF COVER-BLT UP MTL/GYP
 ROOF FRAMING-RIGID FRAME/BAR
 STORY HEIGHT-10
 STRUCTURAL FRAME-WOOD FRAME

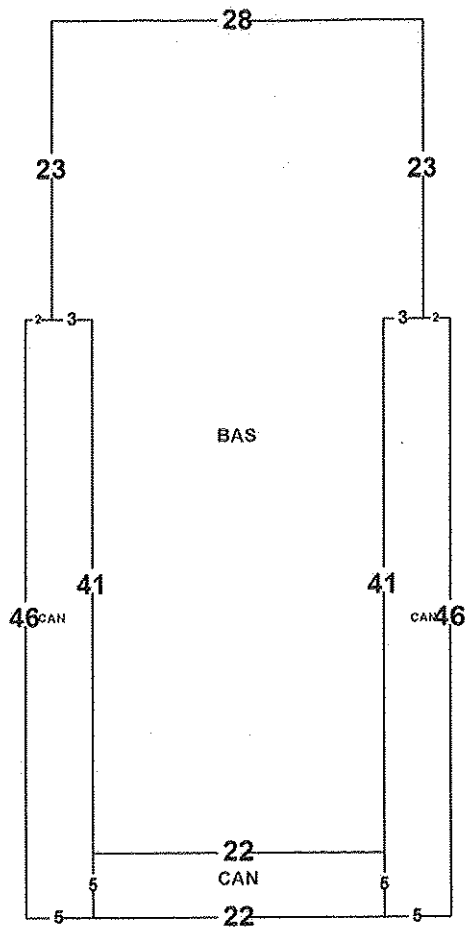


Areas - 2584 Total SF
 BASE AREA - 1849
 OPEN PORCH FIN - 501
 UTILITY UNF - 234

Address: 3000 N PACE BLVD, Year Built: 1960, Effective Year: 1960

Structural Elements
 DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-0
 EXTERIOR WALL-SIDING-BLW.AVG.
 FLOOR COVER-VINYL/CORK
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC


INTERIOR WALL-DRYWALL-PLASTER
INTERIOR WALL-PLASTER DIRECT
NO. PLUMBING FIXTURES-4
NO. STORIES-1
ROOF COVER-BLT UP ON WOOD
ROOF FRAMING-WOOD FRAME/TRUS
STORY HEIGHT-10
STRUCTURAL FRAME-WOOD FRAME

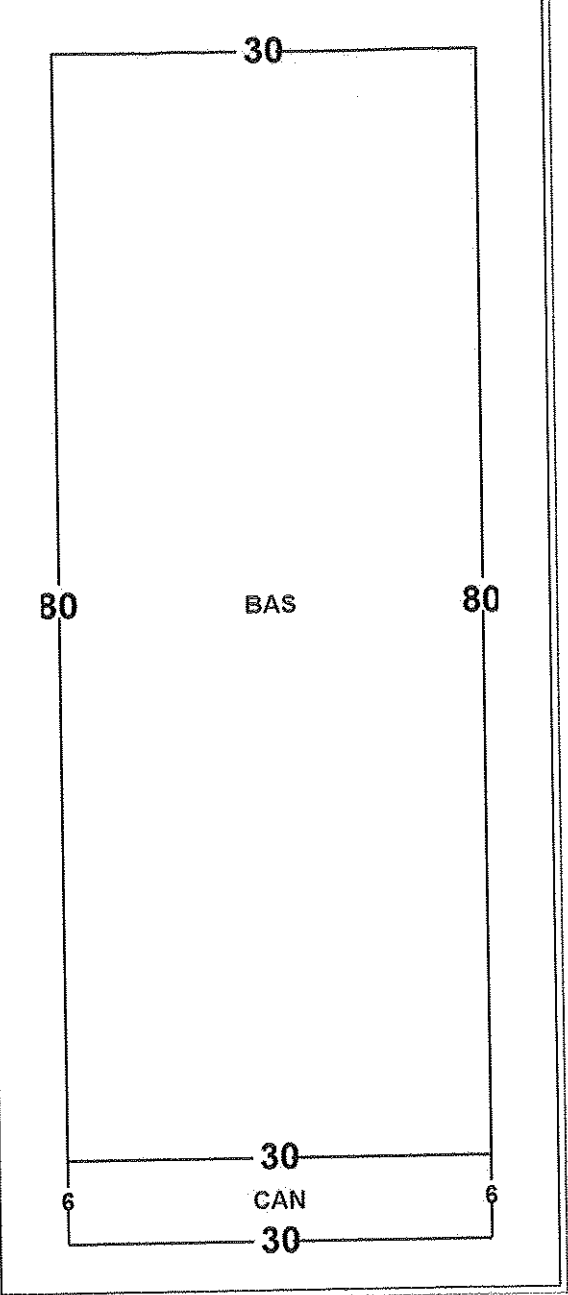


Areas - 2116 Total SF
BASE AREA - 1546
CANOPY - 570

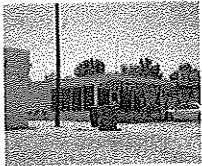
Address: 1805 W FAIRFIELD DR, Year Built: 1961, Effective Year: 1961

Structural Elements
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-WALL/FLOOR FURN
INTERIOR WALL-PANEL-PLYWOOD
NO. STORIES-1
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-CONCRETE
STORY HEIGHT-12
STRUCTURAL FRAME-MASONRY PIL/STL

 Areas - 2580 Total SF
BASE AREA - 2400
CANOPY - 180



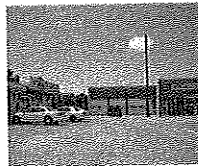
Images



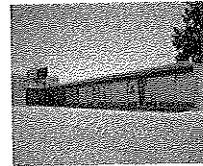
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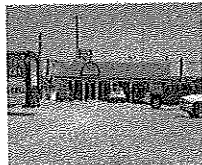
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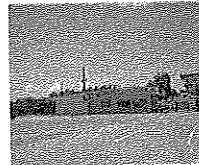
6/22/12



6/22/12



6/22/12



6/22/12

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.



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation
SAND POINT HOMEOWNERS' ASSOCIATION, INC.

Filing Information

Document Number	770674
FEI/EIN Number	59-2105233
Date Filed	10/11/1983
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	07/10/1986

Principal Address

4525 FOREST BREEZE CT.
PACE, FL 32571 UN

Changed: 04/05/2012

Mailing Address

4525 FOREST BREEZE CT.
PACE, FL 32571 UN

Changed: 04/05/2012

Registered Agent Name & Address

CHASE, JAMES L.
201 E. GOVERNMENT ST.
PENSACOLA, FL 32501

Name Changed: 05/15/1987

Address Changed: 03/06/1989

Officer/Director Detail

Name & Address

Title STD

MAUCH, JAMES M
4525 FOREST BREEZE CT
PACE, FL 32571 UN

Title PD

FRECHETTE, ANNE
9440 SCENIC HWY
PENSACOLA, FL 32507 UN

Annual Reports

Report Year	Filed Date
2014	01/28/2014
2015	03/24/2015
2016	03/25/2016

Document Images

03/25/2016 -- ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
01/28/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
03/23/2010 -- ANNUAL REPORT	View image in PDF format
01/09/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- ANNUAL REPORT	View image in PDF format
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03/13/1998 -- ANNUAL REPORT	View image in PDF format
02/04/1997 -- ANNUAL REPORT	View image in PDF format
02/09/1996 -- ANNUAL REPORT	View image in PDF format
02/22/1995 -- ANNUAL REPORT	View image in PDF format



Chris Jones Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations
--------------------	--------------------------	-----------	--------------------------------------

[Back](#)

← [Navigate Mode](#) [Account](#) [Reference](#) →

[Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 172S305015003001</p> <p>Account: 062425125</p> <p>Owners: MCDONALD SHOPPING CENTER LLC</p> <p>Mail: 3030 N PACE BLVD PENSACOLA, FL 32505</p> <p>Situs: 1807 W FAIRFIELD DR 32501</p> <p>Use Code: STORE, 1 STORY</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$25,080</td> <td>\$39,690</td> <td>\$64,770</td> <td>\$64,770</td> </tr> <tr> <td>2015</td> <td>\$25,080</td> <td>\$37,905</td> <td>\$62,985</td> <td>\$62,985</td> </tr> <tr> <td>2014</td> <td>\$25,080</td> <td>\$37,605</td> <td>\$62,685</td> <td>\$62,685</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Year	Land	Imprv	Total	Cap Val	2016	\$25,080	\$39,690	\$64,770	\$64,770	2015	\$25,080	\$37,905	\$62,985	\$62,985	2014	\$25,080	\$37,605	\$62,685	\$62,685
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2015	\$25,080	\$37,905	\$62,985	\$62,985																	
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<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>09/2006</td> <td>5995</td> <td>1758</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>08/2006</td> <td>5982</td> <td>1545</td> <td>\$100</td> <td>CJ</td> <td>View Instr</td> </tr> <tr> <td>08/2006</td> <td>5982</td> <td>1167</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>08/2006</td> <td>5982</td> <td>1165</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	09/2006	5995	1758	\$100	WD	View Instr	08/2006	5982	1545	\$100	CJ	View Instr	08/2006	5982	1167	\$100	QC	View Instr	08/2006	5982	1165	\$100	QC	View Instr	<p>2016 Certified Roll Exemptions</p> <hr/> <p>Legal Description</p> <p>BEG AT NE COR OF LT 15 N 89 DEG 37 MIN 30 SEC W ALG N LI OF SD LT 787 50/100 FT S 1 DEG 11 MIN W 41 28/100 FT TO...</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
09/2006	5995	1758	\$100	WD	View Instr																										
08/2006	5982	1545	\$100	CJ	View Instr																										
08/2006	5982	1167	\$100	QC	View Instr																										
08/2006	5982	1165	\$100	QC	View Instr																										

Parcel Information [Launch Interactive Map](#)

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.2200

Zoned:
HC/LI

Evacuation & Flood Information
[Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

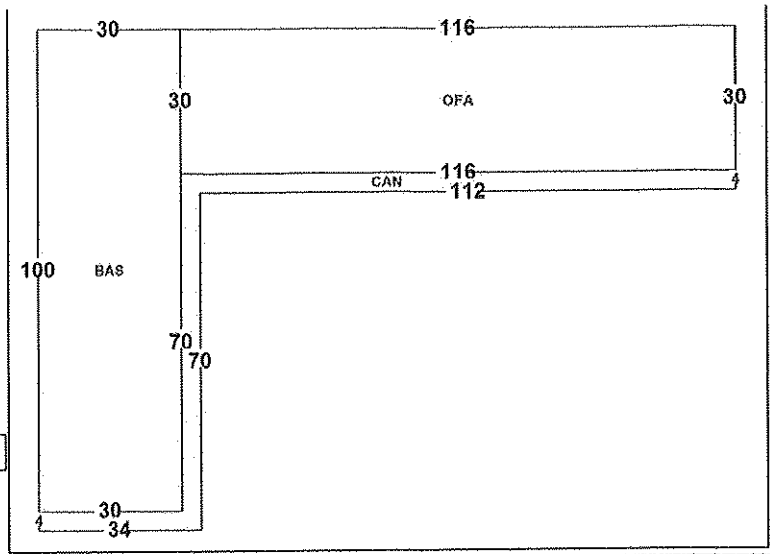
Buildings

Address: 1807 W FAIRFIELD DR, Year Built: 1959, Effective Year: 1959

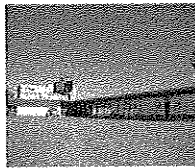
<p>Structural Elements</p> <p>DECOR/MILLWORK-AVERAGE</p> <p>DWELLING UNITS-0</p> <p>EXTERIOR WALL-CONCRETE BLOCK</p> <p>FLOOR COVER-VINYL ASBESTOS</p>

FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC.
INTERIOR WALL-DRYWALL-PLASTER
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-16
NO. STORIES-1
ROOF COVER-BLT UP ON WOOD
ROOF FRAMING-WOOD FRAME/TRUS
STORY HEIGHT-12
STRUCTURAL FRAME-MASONRY
PIL/STL

Areas - 7344 Total SF
BASE AREA - 3000
CANOPY - 864
OFFICE AVG - 3480



Images



1/24/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:12/09/2016 (tc.27951)



**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: December 21, 2016

RE: Transportation & Traffic Operations (TTO) Comments – LSA-2016-04

TTO Staff has reviewed the Large Scale Amendment (LSA)-2016-04, Escambia County Jail Site, Juvenile Justice Center and Surrounding Escambia County Owned Property, agenda item for the upcoming Planning Board meeting scheduled for January 3, 2017. Please see the below comment.

- LSA-2016-04 – Upon review of regional and local transportation plans, there are currently no programmed improvements to the roadway network in the vicinity of this application. Seeing none, TTO Staff has no concerns with the Large Scale Amendment request.

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

**Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis**

General Data

Project Name: LSA 2016-04 – Escambia County Jail Site, Juvenile Justice Center and Surrounding Escambia County Owned Property.

Location: 2816 N Pace Boulevard, 3080 N Pace Boulevard, 1800 St Mary Street, 1807 W Fairfield Drive.

Parcel #s: 17-2S-30-5015-000-002 (Juvenile Justice Center and Escambia County Jail)
17-2S-30-5015-000-009
17-2S-30-5015-002-001
17-2S-30-5015-003-001

Acreage: 29.30 (+/-) acres

Request: From Mixed-Use Urban (MU-U) and Commercial (C) to Public (P).

Agent: Escambia County

Meeting Dates: Planning Board, January 5, 2017
BCC January 19, 2017

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 29.30 (+/-) acre contiguous four-parcel site from Mixed-Use Urban (MU-U) and Commercial (C) to Public (P). The current zoning designation of the referenced parcels is HC/LI and HDR. The county proposes to rezone to Public (P) (case number Z-2016-15) pending the approval of this FLU amendment. The FLU amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the 2030 Comprehensive Plan. Escambia County is proposing a new county jail site on this location.

The contiguous four parcels are located along the north of St Mary Street, South of Fairfield Drive, West of N “L” Street and East of Pace Boulevard. The properties are built out consisting of the Escambia Jail complex and Juvenile Justice Center.

The area to the south are residential and commercial uses and zoned High Density Residential (HDR), Heavy Commercial/Light Industrial (HC/LI) and Commercial (Com). To the west and north the zoning consists of Heavy Commercial and Light Industrial (HC/LI) with all commercial type uses. To the east is zoned Public (P) where Escambia County Jail Administration and Escambia County Area Transit (ECAT) is located.

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 and is already development. Any new proposed development will have a complete review during the Development 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: The subject area is within the service area of ECUA and meets the adopted level of services standards in the Comprehensive Plan. Based on population growth projections and estimated annual Class 1 municipal solid waste received, the Perdido Landfill can accommodate the development.

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 area is within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development 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 current site is mostly built out and a stormwater management system is already in place. Escambia County Public Works is in the process of improving the overall stormwater in the area as a major concern of flooding has occurred in major rain events.

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 FLU amendment is for a developed area. Any new development will have to submit for Development Review Process.

Transportation & Traffic Operations (TTO) Staff has reviewed the Large Scale Amendment (LSA)-2016-04, Escambia County Jail Site, Juvenile Justice Center and

Surrounding Escambia County Owned Property, agenda item for the upcoming Planning Board meeting scheduled for January 3, 2017. Please see the below comment.

- LSA-2016-04 – Upon review of regional and local transportation plans, there are currently no programmed improvements to the roadway network in the vicinity of this application. Seeing none, TTO Staff has no concerns with the Large Scale Amendment request.

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 FLU amendment does not include any impact on public schools.

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 are outlined in Table 1 [of the Escambia County Comprehensive Plan].*

Analysis: The referenced Comprehensive Plan table describes the current MU-U FLU as 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. Residential density is limited to 25 dwelling units per acre. The Comprehensive Plan table describes the current C FLU as intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

The proposed amendment FLU, as described by the same policy, is intended to provide for uses or facilities owned or managed by the Federal, State, or county government or

other public institutions or agencies. Residential density within the Public category has no limits on dwelling units per acre.

Approval of the amendment would allow for zoning to be consistent with the existing land use that is owned by Escambia County and create a consisted zoning for the existing use that is currently already developed.

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: The southeast section of the property is located in the 20 year wellhead protection area. This section of the property is already fully developed. The FLU Amendment will not impact the area. Any new development will have to submit for Development Review Process.

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 does not have any significant impacts. During times of development review if any historic or archeological resources or structures are discovered the county will take the appropriate guidance, direction and technical assistance.

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 Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The proposed FLU amendment will not have an impact beyond existing development.

Urban Sprawl

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: The proposed FLU amendment would discourage urban sprawl through the characteristics of the existing development pattern and already developed area.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: The proposed FLU amendment site has already been developed to encompass several blocks of already public facilities in a central location to maximize the efficiency to the public. The FLU amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the 2030 Comprehensive Plan.

Under section **1-1.7.3 Nonconformance.** Lawfully established and maintained uses, structures, site conditions, and lots made nonconforming by later adoption or amendment of any land development regulations may continue, subject to the nonconformance provisions of Article 2. The provisions protect the interests of owners in continuing to use their property while providing the community a gradual remedy for existing undesirable conditions resulting from nonconformance. Actions that would expand nonconformance are prohibited and actions that would make nonconformance

more permanent are restricted. Nothing in the LDC shall be interpreted as authorizing or approving the continuation or expansion of any uses, structures, conditions, or lots not lawfully established according to regulations in effect at the time of establishment.

Article 2 Nonconformance

Sec. 1-2.1 Purpose of article.

The purpose of this article is to establish land use regulations that define the legal status of nonconformance with LDC regulations, prohibit the expansion of any nonconformance, restrict activities that would make any nonconformance more permanent, and correct nonconformance to the extent practical. This article establishes specific provisions through which nonconforming uses, structures, lots and site conditions may be maintained, altered or reconstructed, and conditions under which the nonconformance is terminated.

Sec. 1-2.2 General conditions.

(a) Continuation. Lawfully established and maintained uses, structures, lots and site conditions that no longer comply with one or more land development regulations may continue in productive use as legal exceptions to those regulations only as prescribed by the nonconformance provisions of this article and related sections of the LDC. In allowing the continuation of such nonconformance it remains the intent of the LDC to prohibit the expansion and limit the alteration or reconstruction of nonconformities, and to discourage the continuation of those that are inconsistent with the purposes of applicable regulations. Where multiple nonconformities exist, each must comply with the provisions regarding their lawful continuation.

(b) Nonconformance status. Any nonconformance status of a use, structure, lot or site condition runs with the land and is not lost by changes of ownership, or management. However, once nonconforming status is lost, the use, structure, lot or condition shall comply with current LDC regulations. For the purposes of determining whether the right to continue a nonconformance is lost, all of the activities and structures on a lot are generally to be considered as a whole. For example, a unit vacancy in a nonconforming multi-tenant building does not result in the loss of the right to rent the unit if the use of the building as a whole is maintained.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Large Scale LSA 2016-04

Date: 12/8/2016

Date requested back by: January PB

Requested by: John C Fisher

Phone Number: 595-4651

.....
(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 12/9/2016

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

See draft MDC1 & comments -
Approved PB2

ORDINANCE NUMBER 2017-____

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 FOUR CONTIGUOUS PARCELS; CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-000-002 TOTALING 14.78 (+/-) ACRES, LOCATED AT 1800 ST MARY STREET, FROM MIXED USE URBAN (MU-U) TO PUBLIC (P); CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-000-009 TOTALING 1.72 (+/-) ACRES, LOCATED AT 2816 N PACE BOULEVARD, FROM MIXED USE URBAN (MU-U) TO PUBLIC (P); CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-002-001 TOTALING 12.38 (+/-) ACRES, LOCATED AT 3080 N PACE BOULEVARD, FROM COMMERCIAL (C) TO PUBLIC (P); AND CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5015-003-001 TOTALING 0.22 (+/-) ACRES, LOCATED AT 1807 W FAIRFIELD DRIVE, FROM COMMERCIAL (C) TO PUBLIC (P); ALL PARCELS TOTALING 29.3 (+/-) ACRES; 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:

1 **Section 1. Purpose and Intent**

2
3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
5 Florida Statutes.
6

7 **Section 2. Title of Comprehensive Plan Amendment**

8
9 This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment
10 2016-04."
11

12 **Section 3. Changes to the 2030 Future Land Use Map**

13
14 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
15 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
16 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
17 notations, references and information shown thereon, is further amended to include the
18 following future land use changes:
19

- 20 (A) A parcel within Section 17, Township 2S, Range 30W, parcel number
21 5015-000-002 and totaling 14.78 (+/-) acres, located at 1800 St. Mary
22 Street, as more particularly described in the two split Boundary Survey
23 descriptions one produced by Pittman Glaze and Associates, Inc.,
24 Professional Engineering & Surveying Services as Exhibit A, and the
25 second Boundary Survey description produced by Hatch Mott MacDonald,
26 LLC., Professional Engineering & Surveying Services as Exhibit B, from
27 Mixed Use Urban (MU-U) to Public (P);
- 28 (B) A parcel within Section 17, Township 2S, Range 30W, parcel number
29 5015-000-009 and totaling 1.72 (+/-) acres, located at 2816 N Pace
30 Boulevard, as more particularly described in the Boundary Survey
31 description produced by Pittman Glaze and Associates, Inc., Professional
32 Engineering & Surveying Services as Exhibit C, from Mixed Use Urban
33 (MU-U) to Public (P);
- 34 (C) A parcel within Section 17, Township 2S, Range 30W, parcel number
35 parcel number 5015-002-001 and totaling 12.38 (+/-) acres, located at
36 3080 N Pace Boulevard, as more particularly described in the Boundary
37 Survey description produced by Pittman Glaze and Associates, Inc.,
38 Professional Engineering & Surveying Services as Exhibit C, from
39 Commercial (C) to Public (P);
- 40 (D) And a parcel within Section 17, Township 2S, Range 30W, parcel number
41 5015-003-001 and totaling 0.22 acres located at 1807 W Fairfield Drive,
42 as more particularly described in the Boundary Survey description
43 produced by Pittman Glaze and Associates, Inc., Professional Engineering

1 & Surveying Services as Exhibit C from Commercial (C) to Public (P); all
2 parcels totaling 29.3 (+/-) acres.

3 **Section 4. Severability**

4
5 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
6 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
7 the validity of the remaining portions of this Ordinance.
8

9 **Section 5. Inclusion in the Code**

10
11 It is the intention of the Board of County Commissioners that the provisions of this
12 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
13 the sections, subsections and other provisions of this Ordinance may be renumbered or
14 relettered and the word "ordinance" may be changed to "section," "article," or such other
15 appropriate word or phrase in order to accomplish such intentions.
16

17 **Section 6. Effective Date**

18
19 Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not
20 become effective until 31 days after the Department of Economic Opportunity notifies
21 Escambia County that the plan amendment package is complete. If timely challenged,
22 this Ordinance shall not become effective until the Department of Economic Opportunity
23 or the Administration Commission enters a final order determining the Ordinance to be
24 in compliance.
25

26 **DONE AND ENACTED** this _____ day of _____, 2017.

27
28 BOARD OF COUNTY COMMISSIONERS
29 OF ESCAMBIA COUNTY, FLORIDA
30

31
32 By: _____
33 D.B. Underhill, Chairman

34 ATTEST: PAM CHILDERS
35 CLERK OF THE CIRCUIT COURT
36

37 By: _____
38 Deputy Clerk

39 (SEAL)

40
41
42 ENACTED:
43 FILED WITH THE DEPARTMENT OF STATE:
44 EFFECTIVE DATE:

Exhibit A

LEGEND:

- R/W Right of way
- P.O.B. Point of beginning
- P.O.C. Point of commencement
- 4"x4" Concrete monument found no #
- X' cut in concrete
- 1/2" Capped iron rod set #1073
- 1/2" Capped iron rod found #noted
- 1" Iron pipe found
- 1/2" Iron rod found
- Sanitary sewer manhole
- Storm manhole
- Storm inlet
- Light pole with base
- Sewer cleanout
- Electric equipment
- Backflow preventer
- Power pole
- Guy wire
- Telephone marker
- Chain link fence
- Wood fence
- Sanitary sewer line
- Storm sewer line
- Electric/telephone/cable line

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

LEGAL DESCRIPTION:

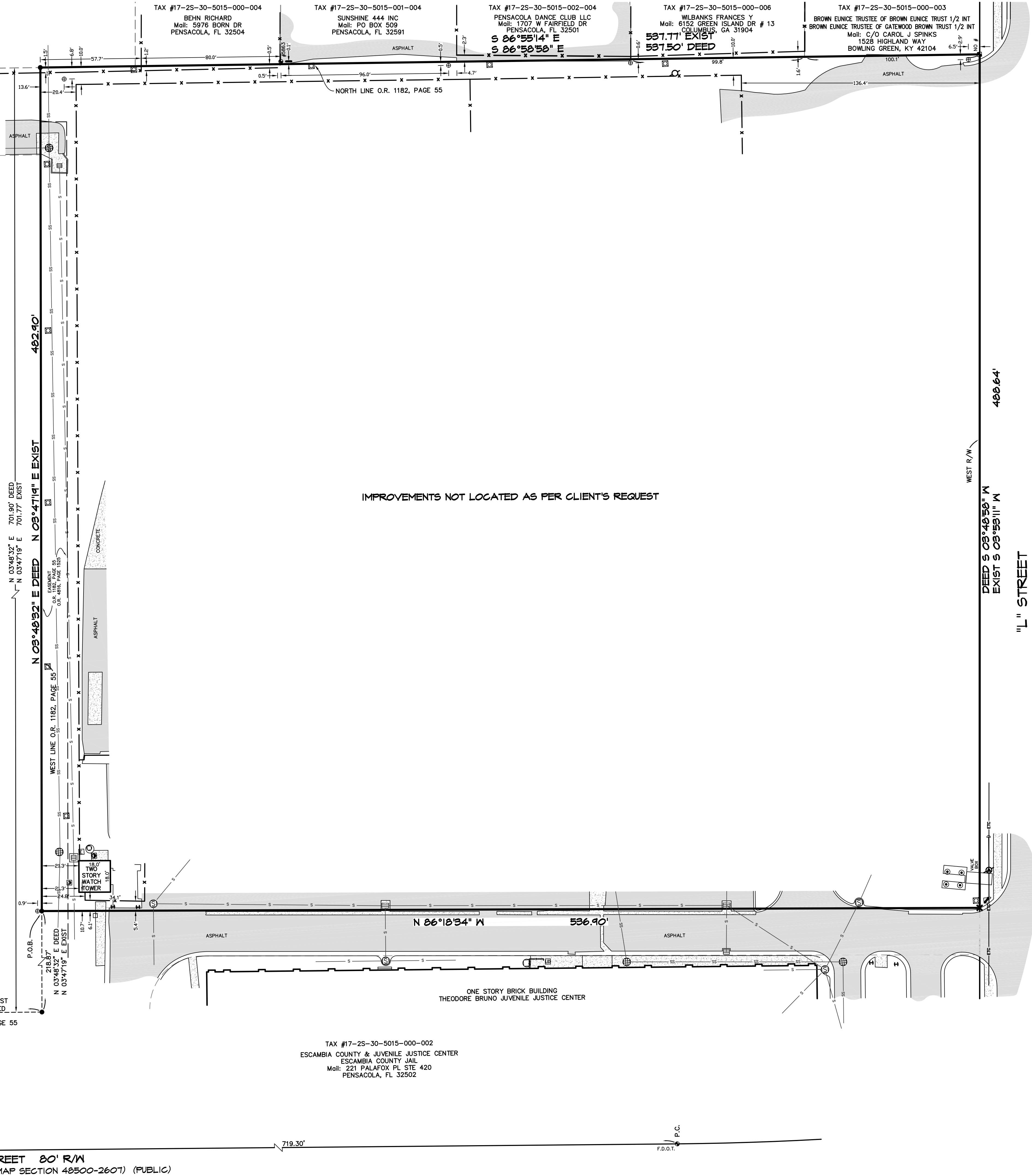
Commence at the intersection of the north right of way line of Leonard Street (per Florida Department of Transportation map Section #48500-2607, also known as St. Mary Avenue, 80' R/W) and the east right of way line of Pace Boulevard (per Florida Department of Transportation map Section 4805-104201, State Road #292, 80' R/W); thence South 86 degrees 38'56" East along said north right of way line for a distance of 306.73 feet to the southwest corner of the parcel described in Official Record Book 1182 at page 55 of the public records of said County; thence North 04 degrees 14'02" East (North 04 degrees 20'04" East exist) (this course and the next four courses along said west line and north line of said parcel described in Official Record Book 1182 at page 55) for a distance of 238.08 feet (248.66 feet exist); thence South 86 degrees 44'58" East (South 86 degrees 38'56" East exist) for a distance of 344.47 feet (344.96 feet exist); thence North 03 degrees 48'32" East (North 03 degrees 47'19" East exist) for a distance of 218.87 feet for the point of beginning.

Thence continue North 03 degrees 48'32" East (North 03 degrees 47'19" East exist) for a distance of 482.90 feet; thence South 86 degrees 58'58" East (South 86 degrees 55'14" East exist) for a distance of 537.50 feet (537.77 feet exist) to the west right of way line of "L" Street; thence South 03 degrees 48'58" West (South 03 degrees 53'11" West exist) along said west right of way line for a distance of 488.64 feet; thence North 86 degrees 18'34" West for a distance of 536.90 feet to the point of beginning.

All lying and begin in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. Containing 5.99 acres, more or less.

NORTH SCALE 1" = 30'

TAX #17-25-30-5015-002-001
MCDONALD SHOPPING CENTER LLC
14115 W. STATE ROAD #292
PENSACOLA, FL 32505



IMPROVEMENTS NOT LOCATED AS PER CLIENT'S REQUEST

FACE BOULEVARD STATE ROAD #292 80' R/W
(F.D.O.T. MAP SECTION 4805-104201) (PUBLIC)

LEONARD STREET 80' R/W
A.K.A. ST. MARY AVENUE (F.D.O.T. MAP SECTION 48500-2607) (PUBLIC)

TAX #17-25-30-5015-000-002
ESCAMBIA COUNTY & JUVENILE JUSTICE CENTER
ESCAMBIA COUNTY JAIL
Mail: 221 PALAFOX PL STE 420
PENSACOLA, FL 32502

DEED S 09°48'58" W
EXIST S 09°58'11" W
488.64'
WEST R/W
"L" STREET

Measurements made in accordance with United States Standards.
Bearing Reference NORTH BASED ON THE NORTH R/W LEONARD STREET AS SHOWN ON THE PLAT.

Ordered By: MR. PANNY SMAIN
Encroachments: FENCES, ASPHALT, CONCRETE
Source of Information: TAX MAPS, PUBLIC RECORDS, D.O.T. R/W MAPS, SR #292, SECTION 4805-104, SR #294A, SECTION 48950-2602 & SECTION 48950-2604, SURVEYS BY: COLOCCADO, HINSON & THIS FIRM

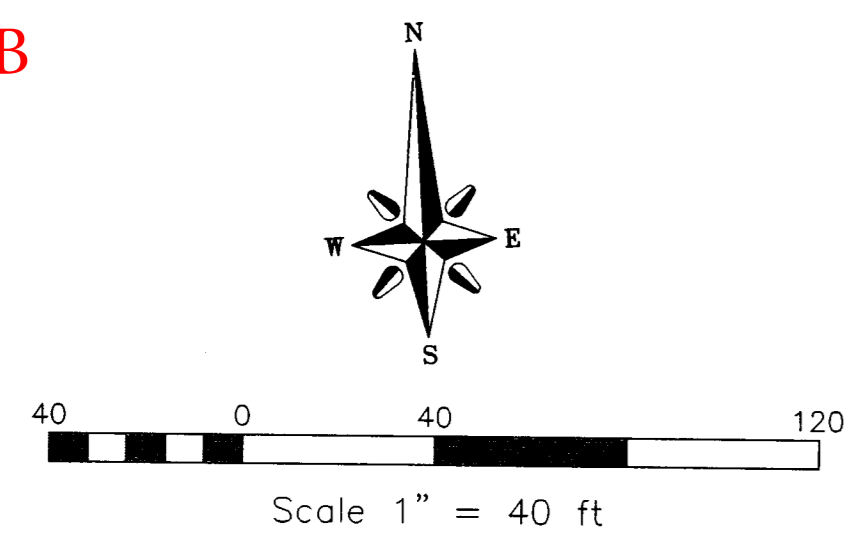
A BOUNDARY SURVEY AND LEGAL DESCRIPTION OF A PORTION OF SECTION 17, T-2-S, R-30-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
300 N. JAMES HERRING WAY, SUITE 200
PENSACOLA, FL 32508
Phone (850) 434-6666 Fax (850) 434-6661
Email: pgsurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Walter J. Glaze PSM #6190
David D. Glaze PSM #5605

SHEET	1	OF	1
LB No. 7073	NOT VALID UNLESS IMPRESSED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR		
File No.	C-7597		
Job No.	97072-16		
Scale	1" = 30'		
Date of Survey	11-29-2016		
Date of Plat	11-30-2016		
Date of Revision			
FB 1547	PC	41-79	
FB 1607	PC	1-31	
Drawn by	PMJ		
Checked by	MJS		

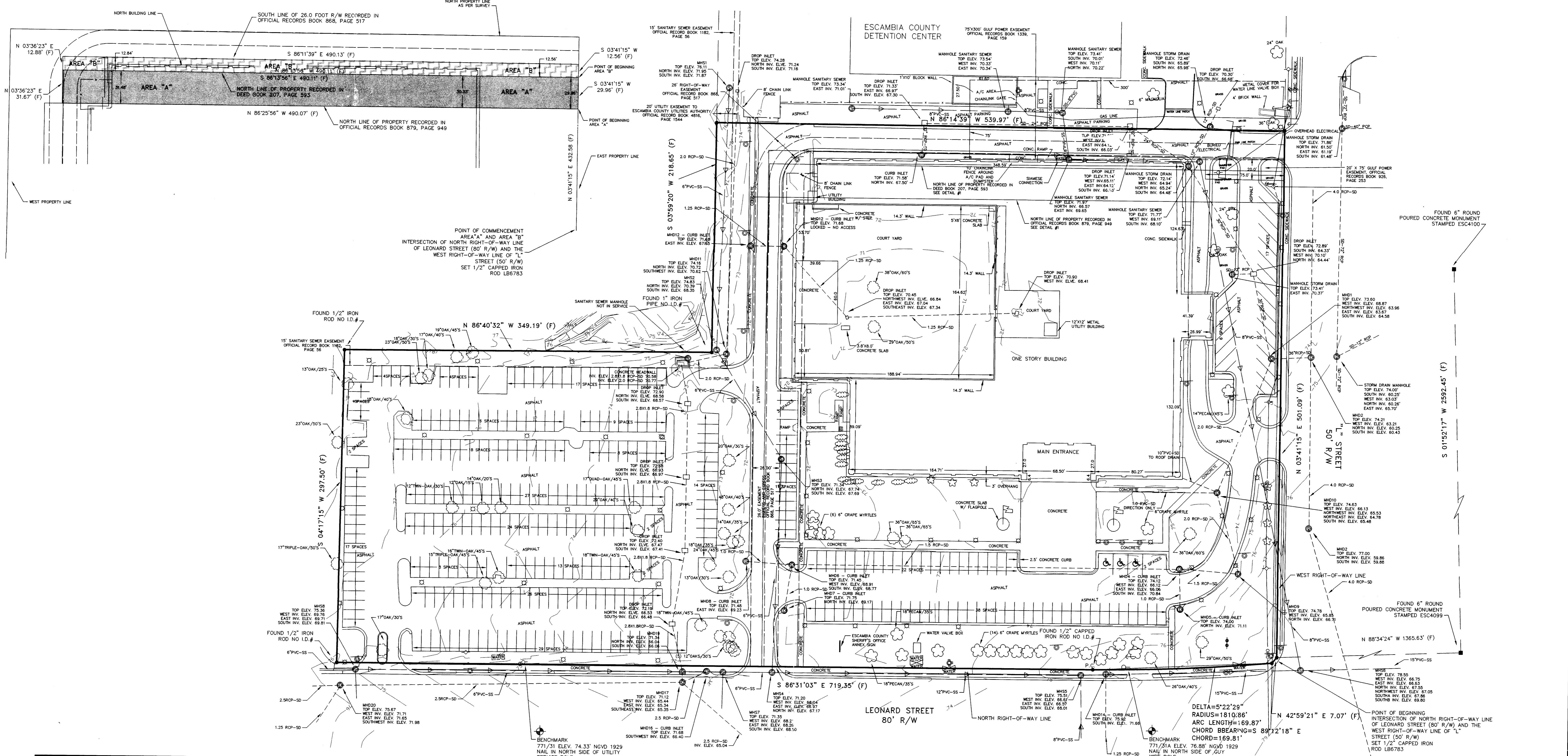


ESCAMBIA COUNTY JUVENILE JUSTICE CENTER

Hatch Mott MacDonald
 Surveyors
 1111 North 17th Avenue, Suite 200
 Pensacola, Florida 32504
 P.O. Box 2516 (205) 438-1818
 Telephone: (850) 464-0111 • Fax: (850) 464-9199

ESCAMBIA COUNTY JUVENILE JUSTICE CENTER
 PORTION OF SECTION 17,
 TOWNSHIP 2 SOUTH, RANGE 30 WEST
 ESCAMBIA COUNTY
 PENSACOLA, FLORIDA

DETAIL #1
 SEE SURVEYOR'S NOTE #5



DESCRIPTION OF PROPERTY SURVEYED
 PREPARED AT CLIENTS REQUEST
 JUVENILE JUSTICE CENTER
 NMM PROJECT NO. 201254
 April 21, 2004

A portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Begin at the intersection of the North right-of-way line of Leonard Street (80' R/W) and the West right-of-way line of "L" Street as shown on Florida Department of Transportation Right-of-Way Map, Section 48500-2607, Sheet 1 of 2, dated February 16, 1976, thence North 03°41'15" East along said West right-of-way line for 501.09 feet; thence South 03°41'15" West for 218.65 feet; thence North 86°40'32" West for 349.19 feet; thence South 03°59'20" West for 297.50 feet to the aforementioned North right-of-way line of Leonard Street (80' R/W); thence (this call and the succeeding two calls are along said North right-of-way line) South 86°31'03" East for 719.35 feet to the Point of Curvature of a circular curve concave to the North having a radius of 1810.86 feet and a central angle of 03°22'29"; thence in an Easterly direction along the arc of said curve for an arc distance of 169.87 feet (Chord Bearing South 89°12'18" East - Chord Distance 169.81 feet) to the Point of Tangency of said curve; thence North 42°59'21" East for 7.07 feet to the Point of Beginning. Containing 8.79 acres, more or less.

Subject to the following easements found in the public records of Escambia County, Florida:

15.0 foot Sanitary Sewer Easement as recorded in Official Record Book 1182 at page 56.
 26.0 foot Easement for Right-of-Way as recorded in Official Record Book 868 at page 517.
 Underground Easements in favor of Gulf Power recorded in Official Records Book 926 at page 253 and Official Records Book 1339 at page 159.
 20.0 foot Easement to Escambia County Utilities Authority recorded in Official Records Book 4816 at page 1544.

- LEGEND**
- ◻ FLAG POLE
 - SIGNAL SPAN POLE
 - ⊕ TRAFFIC SIGN
 - ⊕ FIRE HYDRANT
 - ⊕ WIRE ANCHOR
 - ⊕ LIGHT POLE W/ 1.5 SQ. CONCRETE BASE
 - ⊕ STORM DRAIN MANHOLE (MHD)
 - ⊕ SANITARY SEWER MANHOLE (MHS)
 - ⊕ WATER METER
 - ⊕ WOOD POWER POLE
 - ⊕ WATER VALVE
 - ⊕ ORNAMENTAL PLANT
 - ⊕ SHRUB
 - ⊕ BACKFLOW PREVENTOR
 - ⊕ GAS METER
- (F) = FIELD MEASUREMENT
 RCP-SD = REINFORCED CONCRETE PIPE STORM DRAIN
 RCP-SS = REINFORCED CONCRETE PIPE SANITARY SEWER
 INV. ELEV. = INVERT ELEVATION
 ● = SET 1/2" CAPPED IRON ROD 18"± UNLESS NOTED OTHERWISE
 P.C. = POINT OF CURVATURE
 20"OAK/50'S = SIZE & TYPE OF TREE/DRIPLINE DIAMETER

SURVEYOR'S NOTES:

- NORTH AND BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983. THE REFERENCE MONUMENTS USED: 4099, NORTHINGS: 534381.5395; EASTINGS: 1107700.0917; 4100, NORTHINGS: 427172.6001; EASTINGS: 1107804.7533
- ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE REFERENCED TO BENCHMARKS 706-27A, ELEVATION 75.56' (NGVD 1929) AND BENCHMARK 706-27B, ELEVATION 80.32' (NGVD 1929) AS SHOWN ON A SURVEY BY PITTMAN AND ASSOC., JOB NUMBER 23361-96, DATED 02-25-1994.
- A TITLE SEARCH BY ESCAROSA LAND RESEARCH CO., FILE NO. 10330, WAS FURNISHED TO HATCH MOTT MACDONALD FLORIDA LLC BY MIKE MARSHALL OF SAM MARSHALL ARCHITECTS.
- THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
- THERE IS A 31.0'± GAP BETWEEN DEED RECORDED IN DEED BOOK 207, PAGE 593 AND DEED RECORDED IN OFFICIAL RECORDS BOOK 879, PAGE 949, ALONG THE NORTH LINE OF AS SHOWN IN DETAIL #1. THERE IS ALSO A 12.5'± GAP BETWEEN DEED RECORDED (DEED BOOK 207, PAGE 593 AND DEED RECORDED IN OFFICIAL RECORDS BOOK 868, PAGE 517, ALONG THE NORTH LINE OF AS SHOWN IN DETAIL #1).

INSTRUMENTS AND OR IMPROVEMENTS ARE AS SHOWN ON THESE PLANS. NO INSTRUMENTS OR NOTATIONS OF IMPROVEMENTS HAVE BEEN LOCATED OR SHOWN. ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM. DISTANCES ARE IN FEET, DEGREES AND MINUTES OR AS NOTED.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RADIUS SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID FOR ANY OTHER PURPOSES.

FLORIDA PROFESSIONAL SURVEYOR
 R. S. COLOCCO
 4-27-04

CERTIFICATE OF AUTHORIZATION LB#6783

DATE ISSUED:	REV.	REVISION DESCRIPTION	FIELD BOOK	FIELD BOOK PAGES
10-24-2003	1	ADD EASEMENTS	771	28-54
10-16-2003	1		778	65-68

BOUNDARY AND TOPOGRAPHICAL SURVEY

SHEET TITLE: _____
 SHEET NUMBER: _____

FACE BOULEVARD STATE ROAD #292 80'R/W
(F.D.O.T. MAP SECTION 4805-104#201) (PUBLIC)

S 00°18'12" W 574.29' DEED
S 00°18'12" W 573.51' EXIST

604.61'

EAST R/W

S 45°29'41" N 211.7'

P.O.B. PARCEL 9
N 00°18'12" E 100.00' DEED
N 00°18'12" E 100.00' EXIST

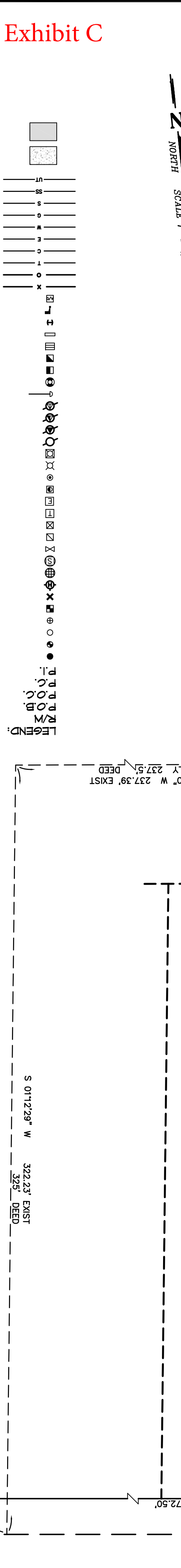
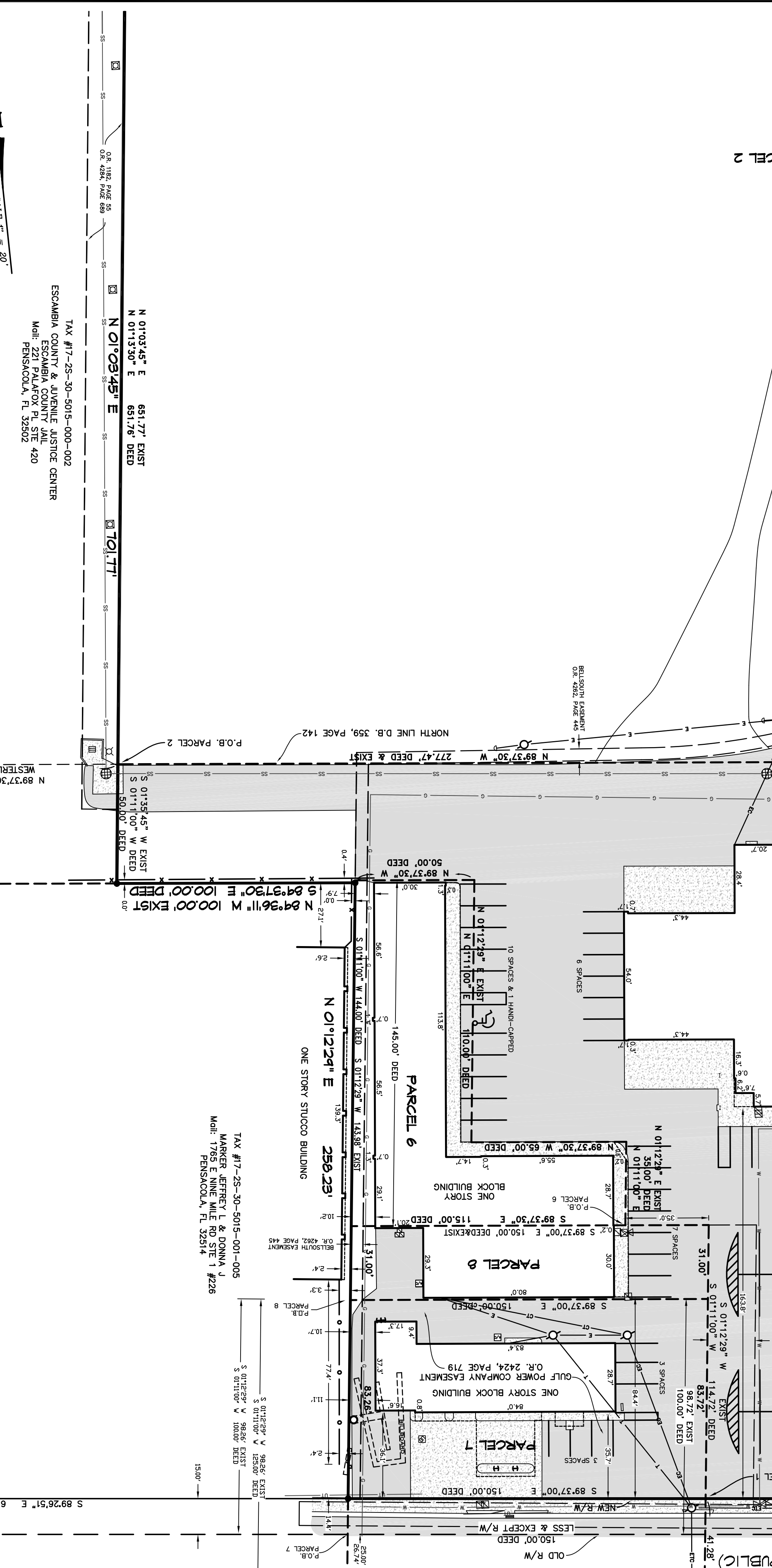
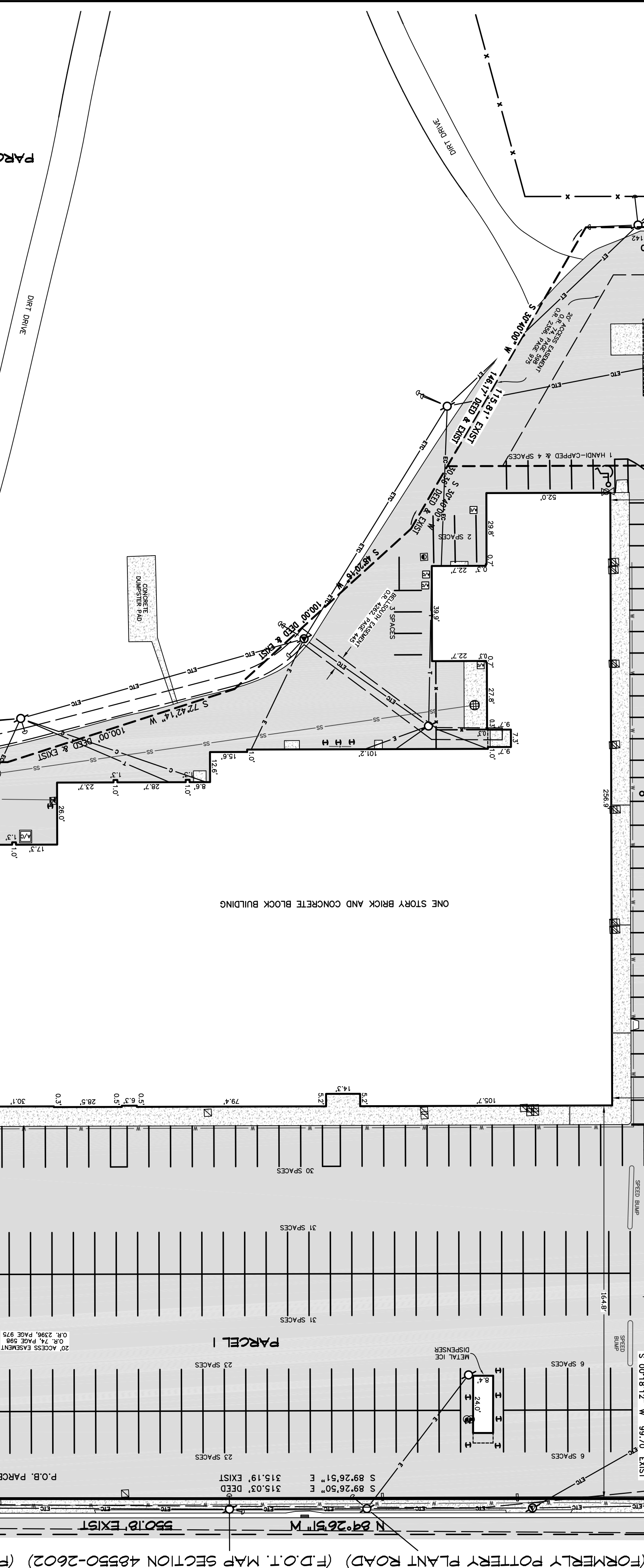
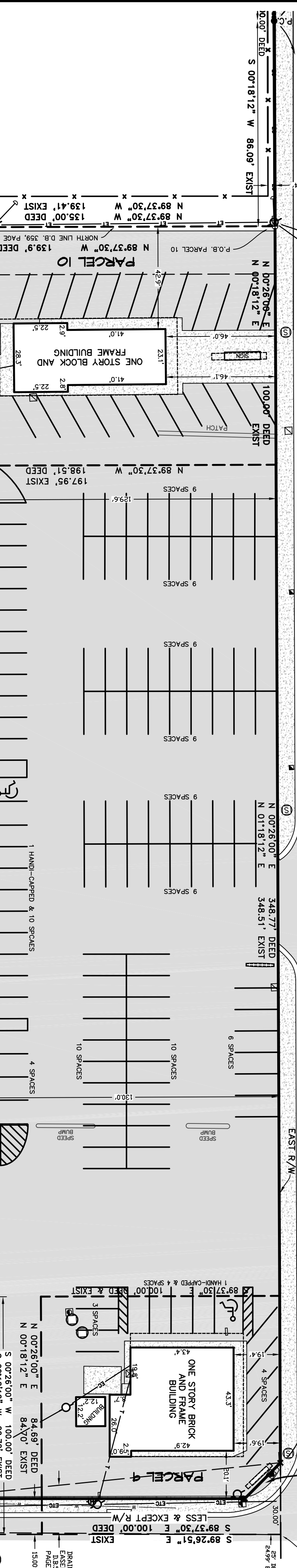
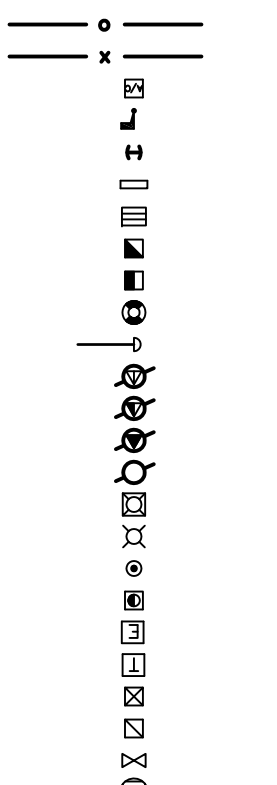
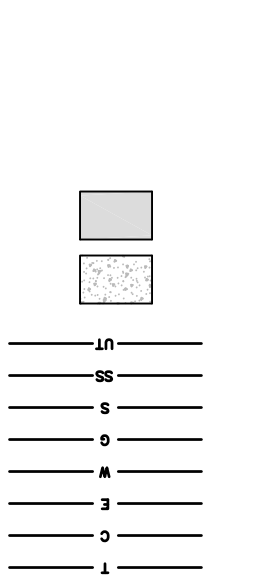


Exhibit C



- LEGEND:
- R/M
 - R/W
 - Right of way
 - Point of beginning
 - Point of commencement
 - Point of intersection
 - 1/2" capped iron rod set #7073
 - 1/2" iron rod found
 - 4"x4" concrete monument found
 - "X" cut in concrete
 - Fire hydrant
 - Scouring sewer manhole
 - Electric sewer manhole
 - Water valve
 - Water meter
 - Gas meter
 - Telephone equipment
 - Electric equipment
 - Sewer cleanout
 - Backflow preventor
 - Light pole
 - Light pole with base
 - Power pole with underground electric
 - Power pole with underground telephone
 - Guy wire
 - Traffic light pole
 - Mailbox
 - Traffic light box
 - Traffic light box
 - Storm inlet
 - Road sign
 - Guard post
 - Flag pole
 - Air conditioning unit
 - Chain link fence
 - Wood fence
 - Telephone line
 - Cable line
 - Electric line
 - Water line
 - Gas line
 - Storm sewer line
 - Scouring sewer line
 - Buried telephone line
 - Concrete
 - Asphalt

TAX #17-28-30-5015-000-002
ESCAMBIA COUNTY & JUVENILE JUSTICE CENTER
ESCAMBIA COUNTY JAIL
MAIL PENNSACOLA, FL 32502

TAX #17-28-30-5015-001-005
MARRIOTT WINE MILE ROAD SW
PENNSACOLA, FL 32514

Checked By: MKS
Drawn By: PKL
PC
FB 1547
PC 41-15
Date of Revision: 9-22-2016
Date of Plot: 9-22-2016
Scale: T = 30'
Job No.: 86413-16
File No.: C-1550

NOT VALID UNLESS MARKED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

2 OF SHEET 1

LB No. 7073

David D. Glaze
PSM #5905

Walter J. Glaze
PSM #6190

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 55-17.050, 55-17.051 and 55-17.052, pursuant to Section 472.027 Florida Statutes.

PITTMAN, AND GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
570 N. SANDHURST AVENUE
PENNSACOLA, FL 32509
Phone (850) 434-6666 Fax (850) 434-6661
Email: pgsurvey@pitblw.com

Bearing Reference NORTH BASED ON THE NORTH LINE OF LOT 15, SECTION 17 AS N 84°37'30" W 100.00' DEED (CALL)
Ordered By: MS. STACER WARD Elevation Reference
Endorcedments: ASPHALT, CONCRETE, FENCES, POWER POLES, AERIAL UTILITY LINES
Source of Information: TAX MAPS, PUBLIC RECORDS, D.O.T. R/W MAPS, SR #292
SECTION 4805-104, S.R. #289A, SECTION 48550-2602 & SECTION 48550-2604, SURVEYS BY: COLCAGO HINSON & THIS FIRM

AN ALTANSPS LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 17, T-2-S, R-30-W

Measurements made in accordance with United States Standards

LEGAL DESCRIPTION:

PARCEL 1

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. No. 289-A, 80 foot right-of-way) to the point of beginning; Thence continue South 1 degree 11 minutes West for a distance of 114.72 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 150.00 feet; thence South 1 degree 11 minutes West for a distance of 144.00 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence South 1 degree 11 minutes West for a distance of 50.00 feet to the Tringas property as described in the deed recorded in Deed Book 359 at page 142 of the public records of Escambia County, Florida; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said Tringas property for a distance of 277.47 feet; thence South 72 degrees 42 minutes 14 seconds West for a distance of 100.00 feet; thence South 48 degrees 20 minutes 16 seconds West for a distance of 100.00 feet; thence South 30 degrees 40 minutes West for a distance of 30.36 feet to a point that is 100.00 feet North of (as measured at a right angle) to the North line of that portion of the Tringas property that abuts Pace Boulevard; thence North 89 degrees 37 minutes 30 seconds West parallel to and 100 feet North of that portion of the Tringas property that abuts Pace Boulevard for a distance of 198.51 feet to the Easterly right-of-way line of Pace Boulevard ("O" Street, S. R. No. 292, 80 foot right-of-way); thence North 0 degrees 26 minutes East along the said Easterly right-of-way line for a distance of 348.77 feet; thence South 89 degrees 37 minutes 30 seconds East for a distance of 100.00 feet; thence North 0 degrees 26 minutes East for a distance of 84.69 feet to the said Southerly right-of-way line of Fairfield Drive; thence South 89 degrees 26 minutes 50 seconds East along the said Southerly right-of-way line for a distance of 315.03 feet to the point of beginning; lying and being in Lot 15, Section 17, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2

Commence at the Northeast corner of Lot 15 of the Brainerd and McIntyre Subdivision of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and run thence Southerly 25 feet to Northerly line of Pottery Plant Road; thence run Westerly a distance of 300 feet; thence run Southerly a distance of 325 feet; thence run Westerly a distance of 237.5 feet to the Point of Beginning of the property hereby conveyed; from said point of beginning continue North 89 degrees 37-1/2 minutes West 277.47 feet; thence run South 72 degrees 42 minutes 14 seconds West a distance of 100 feet; thence run South 48 degrees 20 minutes 16 seconds West a distance of 100 feet; thence run South 30 degrees 40 minutes West 146.17 feet; thence run North 89 degrees 37-1/2 minutes West 135 feet; thence run South 1 degree 41-1/2 minutes West 200 feet; thence run South 89 degrees 37-1/2 minutes East 135 feet; thence run South 27 degrees 36 minutes East 255.70 feet; thence run South 89 degrees 17 minutes East 395.67 feet, thence run North 1 degree 13-1/2 minutes East 651.76 feet to the Point of Beginning, all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida. It is the intent of the Grantor to convey all property bounded by

property of Escambia County on the East and South, to the Kathryn C. McDonald property on the South and to the right of way of Pace Boulevard on the West.

LESS AND EXCEPT the following described portion thereof:

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 158 of the public records of Escambia County, Florida; thence continue Easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 158; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 158 approximately 255.70 feet to the point of beginning.

PARCEL 3

A parcel of land 45.7 feet wide located to the East of the East boundary of the property conveyed by G. R. McDonald to Kathryn C. McDonald by deed dated December 28, 1956, recorded in Deed Book 459, Page 180 of the public records of Escambia County, Florida and to the East of the East boundary of the property conveyed by G. R. McDonald to Perry E. Hopkins and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264, Page 457 of the public records of said county, also located to the West of the West boundary line of the property conveyed by G. R. McDonald and Kathryn C. McDonald to Escambia County, Florida by deed recorded in Official Record Book 1182, Page 55 of the public records of said County.

PARCEL 4

Commence at the Northwest corner of that certain parcel of land conveyed to Kathryn C. McDonald in that certain deed to her recorded in Deed Book 459 at Page 180 of the public records of Escambia County, Florida; thence continue easterly along the Northern boundary of said parcel a distance of approximately 135 feet to the Easterly boundary of said parcel for a Point of Beginning; thence continue along an extension of said Northerly boundary approximately 125 feet to a point at the intersection of said extension with an extension Northwardly of the East boundary line of the property conveyed to Perry E. and Lawrence L. Hopkins by a deed recorded in Deed Book 264 at Page 457 of the public records of said county; thence run Southerly along said Northwardly extension approximately 225.52 feet to the Easterly most boundary of the property conveyed to Kathryn C. McDonald by the aforementioned deed recorded in Deed Book 459 at Page 180; thence run Northwesterly along the Easterly boundary line of the parcel described in Deed Book 459 at Page 180 approximately 255.70 feet to the point of beginning.

It is the intent of the Grantor to convey to the Grantees a triangular parcel of property which, when added to the property described in that certain deed recorded in Deed Book 459 at Page 180 will produce a rectangularly-shaped parcel of property whose North and South boundaries

will measure approximately 260.93 feet and whose East and West boundaries will measure approximately 273.6 feet.

PARCEL 5:

A parcel of land fronting 273.6 feet on the east side of Pace Boulevard (formerly "O" Street) having for its south boundary the north line of the property conveyed to Perry E. and Lawrence L. Hopkins by deed dated July 30, 1947, recorded in Deed Book 264 at page 457 of the public records of said county, having for its east boundary an extension northwardly of the east line of the property so conveyed to Perry E. and Lawrence L. Hopkins and having for its northeast and north boundaries the southwest and south boundaries of the land conveyed to John K. Tringas and Constantine J. Tringas and Anna Y. Tringas, his wife by deed dated June 11, 1952, recorded in Deed Book 359 at page 142 of the public records of said county.

And also the right in the grantees, their successors and assigns, for ingress and egress, of a strip of land 45.7 feet wide along and lying to the east of the east boundary of the property herein conveyed and of the property conveyed to Perry E. and Lawrence L. Hopkins as aforesaid.

PARCEL 6:

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence North 89 degrees 37 minutes 30 seconds West along the North line of the said lot for a distance of 787.50 feet; thence South 1 degree 11 minutes West for a distance of 41.28 feet to a point on the Southerly right-of-way line of Fairfield Drive (Pottery Road, S.R. #289-A, 80 foot R/W); thence continue South 1 degree 11 minutes West for a distance of 114.72 feet, thence South 89 degrees 37 minutes 30 seconds East for a distance of 35 feet to the point of beginning; thence continue along the same line South 89 degrees 37 minutes 30 seconds East a distance of 115 feet; thence South 1 degree 11 minutes West for a distance of 145 feet; thence North 89 degrees 37 minutes 30 seconds West a distance of 50 feet; thence North 1 degree 11 minutes East 110 feet; thence North 89 degrees 37 minutes 30 seconds West 65 feet; thence North 1 degree 11 minutes East 35 feet to the point of beginning.

PARCEL 7

Beginning at a point on the north line of Lot 15, Section 17, Township 2 South, Range 30 West, that is 637.5 feet west of the northeast corner of said Lot 15; thence run South 1 degrees 11' West a distance of 25 feet to the present south line of Pottery Plant Road for the point of beginning of the parcel hereby conveyed; thence continue on same course a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degrees 11' East a distance of 100 feet to the south line of said Pottery Plant Road; thence East along said south line 150 feet to point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 8

Beginning at a point on the north line of said Lot 15 that is 637.5 feet west of the northeast corner of said lot; thence run South 1 degrees 11' West a distance of 125 feet to the point of beginning of the property hereby conveyed; thence run North 89 degrees 37.5' West parallel to the south line of Pottery plant Road a distance of 150 feet; thence run South 1 degrees 11' West a distance of 31 feet; thence run East parallel to

said south line of Pottery Plant Road a distance of 150 feet; thence run North 1 degree 11' East a distance of 31 feet to point of beginning.

PARCEL 9

Begin at a point on the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said lot; thence run South a distance of 25 feet to the present intersection of the south line of Pottery Plant Road with the east line of Pace Boulevard for point of beginning of the parcel hereby conveyed; thence run South 89 degrees 37.5' East along the south line of said Pottery Plant Road a distance of 100 feet; thence run South 0 degrees 26' West parallel to the east line of Pace Boulevard a distance of 100 feet; thence run West parallel to said south line of Pottery Plant Road a distance of 100 feet to the east line of Pace Boulevard; thence North 0 degrees 26' East along the east line of Pace Boulevard 100 feet to the point of beginning. Less and except right of way of State Road #S-289A as shown on Florida Department of Transportation map. Section 48550-2602.

PARCEL 10

Beginning at a point of the north line of said Lot 15 that is 1202.5 feet west of the northeast corner of said Lot; thence run South 0 degrees 26' West a distance of 574 feet 3 inches, more or less, to a point on the east line of Pace Boulevard where the north line of the property conveyed by the grantors to John K. Tringas and others by deed dated June 11, 1952, recorded in Deed Book 359 at page 142, intersects said east line of Pace Boulevard, this being the point of beginning of the property hereby conveyed; thence run North 0 degrees 26' East along said east line of Pace Boulevard a distance of 100 feet; thence run South 89 degrees 37.5' East to the point of intersection with the northwesterly line of the property conveyed to John K. Tringas and others as aforesaid; thence South 30 degrees 40' West along said northwestern boundary line of Tringas Property to its intersection with said north line of the Tringas Property; thence North 89 degrees 37.5' West a distance of 139.9 feet along said north line of the Tringas Property to the point of beginning.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11549

Growth Management Report 12. 1.

BCC Regular Meeting

Consent

Meeting Date: 01/19/2017

Issue: Schedule of a Public Hearing

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:

February 2, 2017

5:45 p.m. - A Public Hearing - Operational Permit: Concrete Recycling Facility - McDirt
Concrete Recycling Facility

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11571

County Administrator's Report 12. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/19/2017

Issue: Property Disposal/Health Department

From: John J. Lanza, MD, PhD, MPH, FAAP, Director

Organization: Florida Dept. of Health in Esc. Co.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, Director - Florida Department of Health-Escambia

That the Board approve the Request for Disposition of Property Form for the Florida Department of Health in Escambia County, declare surplus, and authorize the disposition of the asset shown in the list provided. The asset listed is a County asset held and utilized by the Florida Department of Health in Escambia County.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. As a result of an accident on December 9, 2016, one Health Department vehicle was damaged beyond repair. Escambia County Risk Management will coordinate the salvage of the vehicles.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, Risk Management will coordinate the salvage of the vehicle. Vehicle has been relocated to the Road Department.

Attachments

Disposition of Property

Total Loss Report

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Florida Dept of Health in Escambia COST CENTER NO: _____

Linda B. Moyer DATE: 12/20/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Linda Moyer* Phone No: 850-595-6500 X1010

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
y	62661	2016 Toyota	VIN#2T1BURHE0GC641991	Corolla	2016	poor

Disposal Comments: Vehicle was declared a total loss as a result of an accident on 12/9/2016

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez
 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: December 20, 2016
 FROM: Escambia County Department Director (Signature): *[Signature]*
 Director (Print Name): John J. Lanza, MD, PhD, MPH, FAAP

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



Condition Report

Date: 12/20/2016
Property Condition: Total Loss

Assignment Number
787-612-0095

Office:

PDAPensacola, FL #787
P.O. Box 283
Molino, FL 32577
Phone: 850-587-3658
Fax: 850-462-9336

Insurance Company:
ESCAMBIA COUNTY OF FLORIDA
Adjuster: Michele Mobley

Vehicle/Owner Information:

Insured: Health Department
Vehicle: 2016 Toyota Corolla
VIN #: 2T1BURHE0GC641991

Loss Recap for Total Loss

Damage Appraisal..\$11,402.50
Percent of ACV..... 67.42 %
Deductible.....\$0.00
Total.....\$11,402.50

Assignment Received: 12/15/2016

Date of Loss: 12/9/2016

Date of First Contact: 12/16/2016

Date of Inspection: 12/19/2016

Inspection Location:
SHOP

Repair Facility:

None Specified

Loss Recap

Estimated Amount of Open Damages: \$0.00

Estimated Salvage Value: \$0.00

Repair Facility Estimate Amount: \$0.00

Recommendation: Total Loss
Primary Damage: Front Center
Secondary Damage:
Damage Appraisal: \$11,402.50

Claim #: Health Department

Policy #:

Agreed Scope of Damage: No
Days to Repair: 0
Appearance Allowance: No

Betterment/Depreciation: No
Applicable:
Reason:

Tow Charges: \$0.00
Storage Rate Per Day / Total: N/A

Direction to Pay: No
Drivable: No

Condition Summary

Interior: Good
Paint: Good

Engine: 1.8 4C
Mileage: 0

Tire Information:
Size:
Type:

Tread Depth(In 32nd's):
LF:6 RF: 6
LR:6 RR: 6
Spare:0

Prior Damages:

Unrelated:
NO - \$0.00
Estimate Released to NO ONE

Request Number:
Instant Value: \$0.00
Salvage Moved: No

Stock Number:
Salvage Bids Obtained: Yes

ACV Method: Quotes
Avg Book Value: \$16,825.00
Avg Market Survey: \$16,999.67
Avg Lines 1 & 2: \$16,912.33
Total Adjustments: \$0.00
Suggested ACV: \$16,912.33
(Tax Rate: 0.000 %): \$0.00
Grand Total: \$16,912.33

Special Equipment:

Approx Cost of Special
Equipment: \$0.00

Remarks

The vehicle was inspected at the owners work location.
A copy of the estimate was not distributed per your instructions.
The owner was not present at the time of inspection.
VEHICLE IS AT 67% OF NADA AND I SUGGEST IT BE A TOTAL LOSS. IT
IS OPEN TO ADDITIONAL HIDDEN STRUCTURAL, SUSPENSION AND
DRIVE TRAIN DAMAGES NOT ADDED TO THIS ESTIMATE.

Open Items

Salvage Bids:

Company	Contact	Phone Number	Amount
Fairfield Auto	ROBERT	(850) 457-3467	\$1,250.00
University Auto Recyclers	BRIAN	(850) 435-2983	\$1,200.00
Butlers Auto Recycling Inc	SCOTT	(850) 478-8500	\$1,185.00

Market Survey:

Company	Contact	Phone Number	Amount
NYE TOYOTA	CARSCOM	(877) 450-7858	\$17,000.00
University TOYOTA	CARSCOM	(888) 271-9452	\$17,000.00
GaULT TOYOTA	CARSCOM	(866) 625-6331	\$16,999.00

Book Calculations:

Option Description	NADA Amount
Base Book	\$16,825.00
Total	\$16,825.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11588

County Administrator's Report 12. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/19/2017

Issue: Schedule and Advertise a Public Hearing to Consider Adoption of the updated Brownsville Redevelopment Plan

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the Updated Brownsville Redevelopment Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following January 19, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, February 16, 2017, at 5:31 p.m., to consider adoption of the updated Brownsville Redevelopment Plan, as requested by the Community Redevelopment Agency.

BACKGROUND:

On January 19, 2017 at 9:00 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing for February 16, 2017, at 5:31 p.m., to consider adoption of the updated Brownsville Redevelopment Plan. A copy of the Plan is attached.

BUDGETARY IMPACT:

Funding for the proper advertisement will be provided through the CRA Brownsville TIF, Fund 151, Cost Center 370113.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Plan has been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel is necessary to carry out this process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Schedule a Public Hearing to consider adoption to the updated Brownsville Redevelopment Plan is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

The CRA solicited input from residents and business owners in the Brownsville area by conducting a series of four monthly public community meetings in 2016. Upon adoption by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

Attachments

Brownsville Redev Plan Jan2017

Legal sign-off Jan2017



BROWNSVILLE COMMUNITY REDEVELOPMENT PLAN

Prepared by Escambia County
Community Redevelopment Agency
Neighborhood & Human Services Department

Adopted by the Board of Escambia County Commissioners
Updated Plan (January, 2017)

DRAFT

Original Plan was adopted by the Board of County Commissioners on September 4, 1997
Amended as to Boundaries only adopted on September 4, 2003
Updated Plan: March 18, 2004

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CHAPTER 1: OVERVIEW

PLAN CONTENT AND ORGANIZATION

The Community Redevelopment Act of 1969 was enacted to provide local governments, within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers such as the power to designate certain areas as: slum and/or blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the area. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the CRA. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F. S. 163.361.

On March 7, 1995, the Escambia County Board of County Commissioners designated a portion of the Brownsville Community as a redevelopment district. It was found that the designated district was a blighted area with a shortage of affordable houses for low and moderate income households. This designation was necessary in the interest of the public health, safety, morals and welfare of the residents in order to eliminate the present condition of blight in area. The initial Brownsville Plan was adopted in 1997 and updated in 2004. This update of the Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the CRA Brownsville Redevelopment District and is written in compliance with F. S. Part III, Chapter 163.

The Brownsville Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the Escambia County CRA, area residents and community leaders. The intent of the Redevelopment Plan is to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the designated Brownsville Redevelopment Area. Each of the planning initiatives contained herein involved a series of community workshops and meetings designed to create a unified vision for Brownsville. The stakeholder-driven planning process integrates several objectives: Enhance the physical environment; preserve residential character; support commercial activity; introduce a diverse mix of uses along primary corridors; pursue new development opportunities; create a community focal point to foster positive change in the area's core; improve the pedestrian environment; and overcome the obstacles to economic development.

To be useful as a long-term redevelopment guide, the Redevelopment Plan must be flexible to accommodate unanticipated changes and should be monitored closely and updated to reflect changes in the economy, public concerns and private sector development opportunities. The redevelopment Plan is a comprehensive resource for community leaders and stakeholders engaged in reshaping the social, economic, and physical form of Brownsville. Future actions targeted in this area are anticipated to follow the recommendations of the redevelopment Plan through continued discussions with residents, community stakeholders, and County agencies.

CHAPTER 2: INVENTORY & ANALYSIS

This chapter presents a summary of existing conditions, including existing land uses, zoning districts; future land uses designations, demographic profile, housing conditions, and neighborhood identity and aesthetics. The summary of inventory results employs data generated by past studies from the Escambia County Community Redevelopment Agency, the Escambia County Property Appraiser GIS database, the 2010 U.S. Census, and University of West Florida's Haas Center for Business Research and Economic Development.

CHAPTER 3: CONCEPT PLAN

The information generated from the inventory, analysis, and the public involvement phases is the foundation for the recommendations contained in Chapter 3. This chapter details action strategies based on established objectives, providing guidelines for sound development and redevelopment of properties in Brownsville.

CHAPTER 4: CAPITAL IMPROVEMENTS

This Chapter identifies projects that can be pursued as ongoing, in the short-term, mid-term, and long-term range. It also includes anticipated costs for the proposed improvements and funding sources to assist the CRA with budgeting and financial planning.

CHAPTER 5: PROJECT IMPLEMENTATION

This Chapter presents the organizational framework and financial strategies that will be required for successful implementation of the Redevelopment Plan. It defines the roles and responsibilities that should be undertaken by the various agencies and stakeholders that are involved in shaping the future development of the Brownsville Redevelopment Area.

APPENDICES

Five appendices conclude the Redevelopment Plan: A) Public workshops documentation; B) Statutory requirements; C) Tax increment financing; D) Resolution and Legal Description and E) A map indicating possible ECUA sewer expansion Area.

INTRODUCTION & GEOGRAPHIC CONTEXT

Initiated in 1995, Escambia County's Brownsville Redevelopment Strategy was a result of efforts to strengthen the commercial highway gateways to the two nearby Navy bases. The last update of the CRA Brownsville Redevelopment Plan was adopted in March 2004. This Plan revised the initial plan adopted by the Board of County Commissioners in September 1997. The Brownsville CRA District is centrally located 2 miles northwest of the heart of downtown Pensacola (Fig. 1.1). The City of Pensacola, which is now over 450 years old, around which Escambia County was developed, houses the location of a large U.S. naval air station, and is a designated tourist destination for residents of Louisiana, Alabama, and Mississippi. The CRA Brownsville Redevelopment District is centrally located 2 miles northwest of the heart of downtown Pensacola.

The southern part of Escambia County is connected by Interstate 10 and the Interstate 110 spur that leads south to downtown Pensacola. This metro area is 50 miles east of Mobile, Alabama, 200 miles west of Tallahassee, and 165 miles south of Montgomery, Alabama—the three largest cities in the vicinity of Pensacola (see Fig. 1.2). Commercial air traffic in the Pensacola and greater northwest Florida area is handled by Pensacola International Airport.

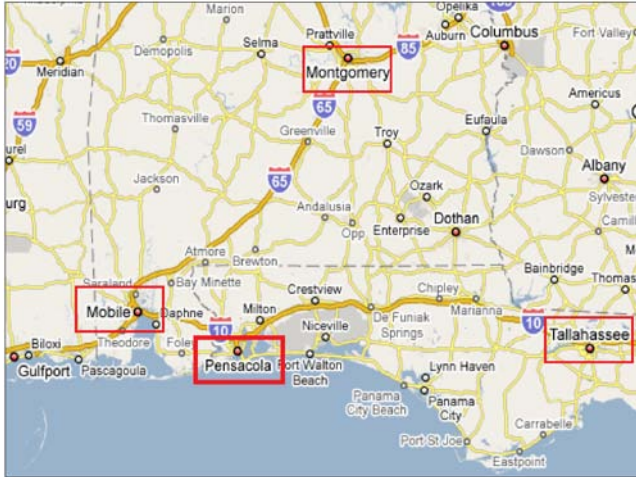


Figure 1.1: Pensacola regional context, GOOGLE MAPS

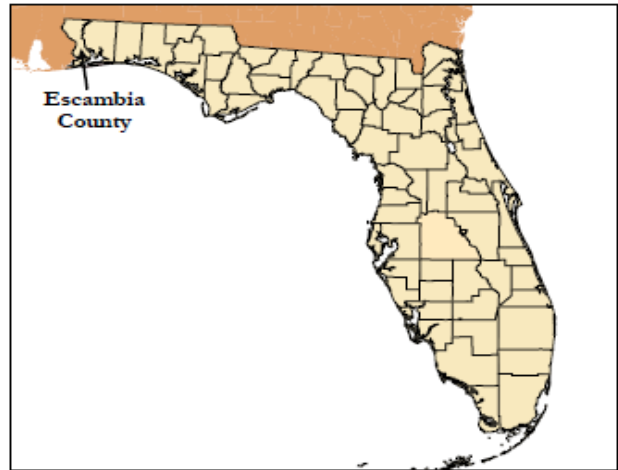


Figure 1.2: Map showing Escambia County’s location in Florida, ESCAMBIA COUNTY GIS

As elsewhere in the Florida Panhandle, Escambia County’s overall growth has been significantly aided by tourism, even while naval and air force operations continue to support and define much of the character of the Panhandle coast. While the beaches and historic downtowns have prospered, many other areas, particularly in the unincorporated parts of the county, have faced challenges in economic and residential growth.

REDEVELOPMENT AREA BOUNDARY

The Brownsville CRA Redevelopment District (Fig. 1.3) is bounded by New Warrington Road and a small section of W Fairfield Drive to the west, W Fairfield Drive south to W Avery Street then east to N “J” Street, following the boundary lines south to just south of W Jackson Street, west back to N New Warrington Road (Fig. 1.3). The total area comprises 1,152.14 acres and has more than 19 recognized neighborhoods.

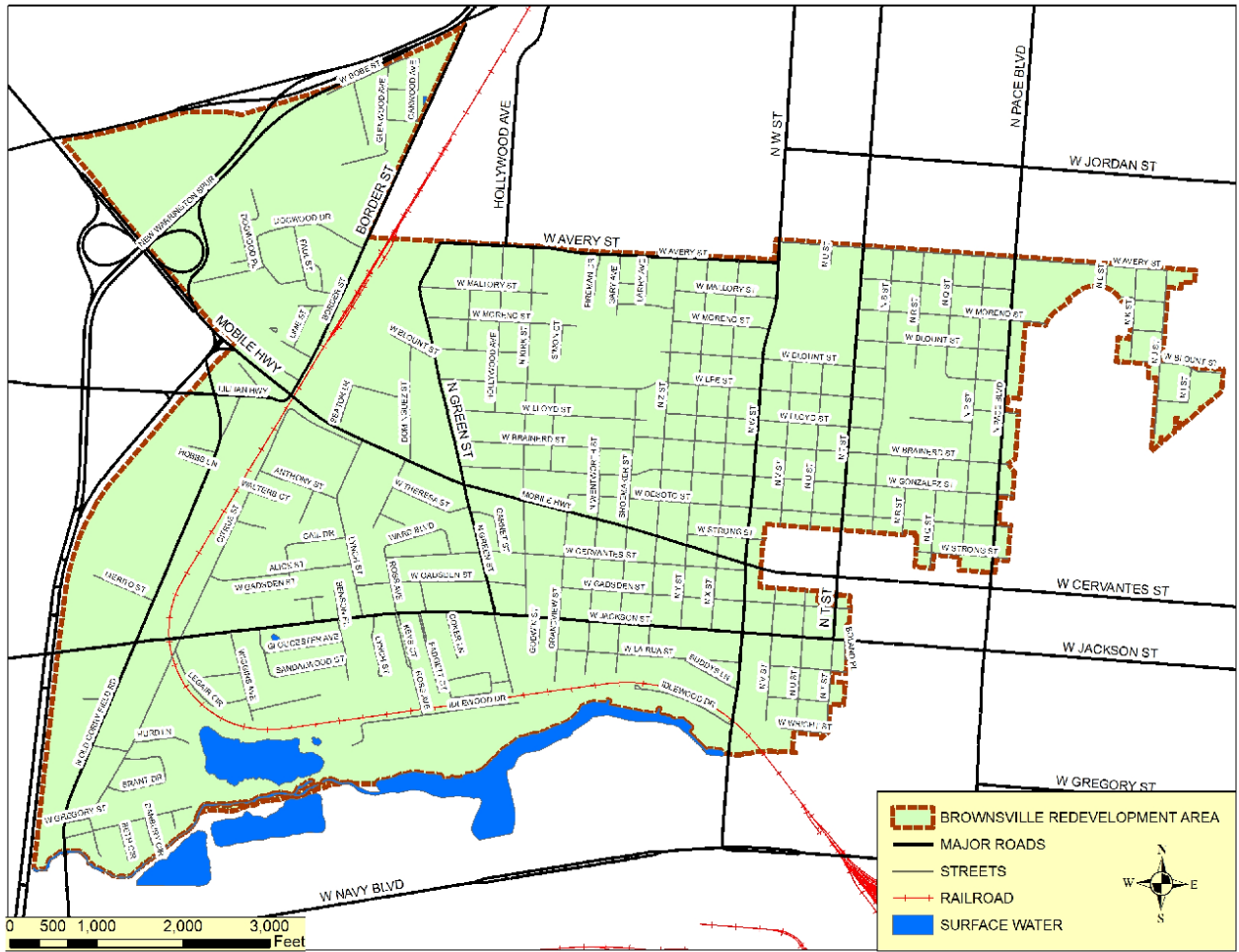


Fig. 1.3: BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

As one of Escambia County’s nine community redevelopment areas, the CRA Brownsville Redevelopment District is located north east of the Warrington CRA District (south of W. Fairfield Drive), north of the Barrancas CRA District and approximately 11 miles south of the Cantonment CRA District (Fig. 1.4). The Brownsville CRA District provides a western gateway into the City of Pensacola.

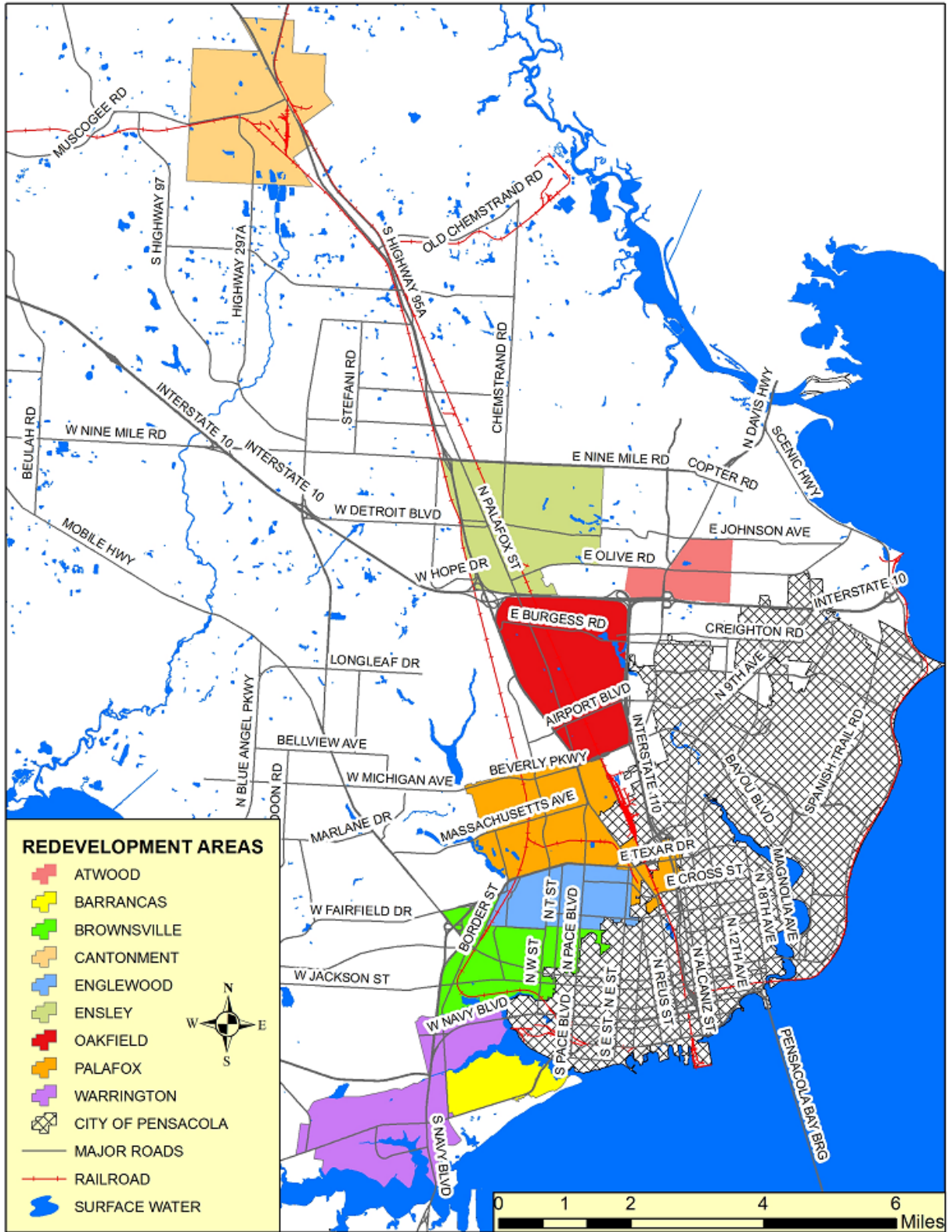


Fig. 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT AREAS, ESCAMBIA COUNTY GIS

SUMMARY OF PREVIOUS PLAN ACCOMPLISHMENTS

A number of plans and studies have already been completed for the CRA Brownsville Redevelopment District since the original plan was adopted in 1997. The majority of the plans were concerned with the redevelopment of Brownsville directly and preserving the historical value of the homes and businesses located within and around the District.

The information contained from these studies and accomplishments help to establish the foundation for the updated Redevelopment Plan. This information is also considered during the planning process to ensure consistency between documents and must be utilized to establish a cohesive master plan that provides continuity in function, future land use and design.

There were thirteen capital improvements identified in the updated 2004 CRA Brownsville Redevelopment plan and the status of each project is outlined in Table 1.1 below.

STATUS OF CAPITAL IMPROVEMENTS FROM PREVIOUS PLAN (2004-2015):

Project	Description	Estimated Costs	Funding Sources	Status
Community Center				
Brownsville Community Center	3200 W. De Soto St.	\$2.1M	LOST	Purchased December, 2014.
Parks				
New Parks	Create a new park with athletic facilities	\$150,000	CDBG & TIF	No progress.
Property Acquisition				
Property acquired:	Two lots (3300 & 3322) on Mobile Highway	Proposed: \$500,000 Actual: \$195,000 (total)	LOST & TIF	Purchased by Escambia County in FY 2013-2014.
	1313 Pace Blvd. /"P" St. (2 lots)	Actual: \$195,000 (total)	LOST & TIF	Purchased by Escambia County in FY 2012-2014.
	Various lots on Frontera Circle (redevelopment)	Actual: \$124,310 (total)	LOST & TIF	Purchased by Escambia County in FY 2012-2015.
	4216 Anthony Street	\$8,480-paid off Liens and the property was escheated to the County.	N/A	Turned over to Escambia County in FY 2013.
Public Parking				
Parking Plaza	Mobile Highway Parking Plaza	\$150,000	CDBG	No progress.
Residential Street Lights				
Install Street Lights	Brownsville Expansion Area	\$10,000	CDBG/SNP	Completed (2011-2015).
Sewer Extension				
Extension	North side of Mobile Highway (Kirk to Dominguez)	\$650,000	LOST/CDBG/ECUA	No progress.
Sidewalks				
Install sidewalks	Avery St (Kirk to W St)	\$74,000	TIF	N. "Z" St. to Gary

				Ave. completed.
	W Blount Street (Pace to T St.)	\$47,000	TIF	Completed.
	Jackson St. (Phase 1- "T" to Kirk St.)	\$101,000	TIF	"T" St. to "Z" St. completed
	Jackson St. (Phase 2- Kirk to New Warrington Rd.)	\$173,000	TIF	Sidewalk ends just west of Citrus Street.
	Mobile Highway ("V" St. to Lynch)	No cost estimated Actual: 2.0M	FDOT	Completed-north and south sides.
Storm Water Drainage				
	Improvements	TBD	LOST/NFWMD	No progress.
Streetscape Design/Beautification				
Mobile highway	Beautification	TBD	FDOT	No progress.
Street/Highway Resurfacing				
	North Pace Blvd.	\$45,000	FDOT	No progress.
	Mobile Highway ("V" to Lynch)	\$1,455,103	FDOT	Completed in August of 2005.
	New Warrington Road to West Fairfield Drive at Ruby St.	\$2,747,844	FDOT	Completed in February of 2006.
	West Fairfield Drive from New Warrington Spur to Mobile Highway	Add on: \$292K	FDOT	Completed.
Traffic Calming Devices				
Installation	Western Industrial/Commercial Areas	TBD	Escambia County/TIF	No progress.
Walking/Bike Path				
Nature Trail	Gulf Power property	\$0-\$150,000	Donation by GP/CDBG/TIF	No progress.
Annual Costs				
Costs	Residential Street lighting	\$31,000	TIF	Ongoing.

TABLE 1:1 CAPITAL IMPROVEMENTS FROM PREVIOUS PLAN

List of Acronyms for the abovementioned chart:

- CDBG** Community Development Block Grant
- LOST** Local Option Sales Tax
- LOGT** Local option Gas Tax
- GP** Gulf Power
- TIF** Tax Increment Financing
- TBD** To Be Determined
- FDOT** Florida Department of Transportation
- SNP** Safe Neighborhood Program

CHAPTER 2: INVENTORY AND ANALYSIS

EXISTING LAND USE

The CRA Brownsville District is composed of 2,992 parcels across 1,152 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 59% of total land use), **Commercial** (approximately 20%), **Vacant** (approximately 12%), and **Industrial** (approximately .8%), and **Institutional** (approximately 5%). **Other land uses**, such as: parks, public properties and utilities comprise the remaining approximately 5% of land uses identified in the Redevelopment Area. A more detailed description of these land uses follows below.

Land Use Type	Acreage	%
Residential	650.88	59.80%
Single-Family Detached	559.03	48.52%
Single-Family Attached	11.50	1.00%
Multi-Family Residential	17.35	1.51%
Mobile Home Park	22.95	1.99%
Mobile Home	40.05	3.48%
Commercial	232.20	20.15%
Industrial	9.20	0.80%
Institutional	58.98	5.12%
Parks	11.45	0.99%
Public	33.60	2.92%
Utilities	9.39	0.82%
Vacant/Undeveloped	146.44	12.71%
Total	1,152.14	100%

TABLE 2.1: EXISTING LAND USES IN THE BROWNSVILLEREDeVELOPMENT AREA. ESCAMBIA COUNTY GIS

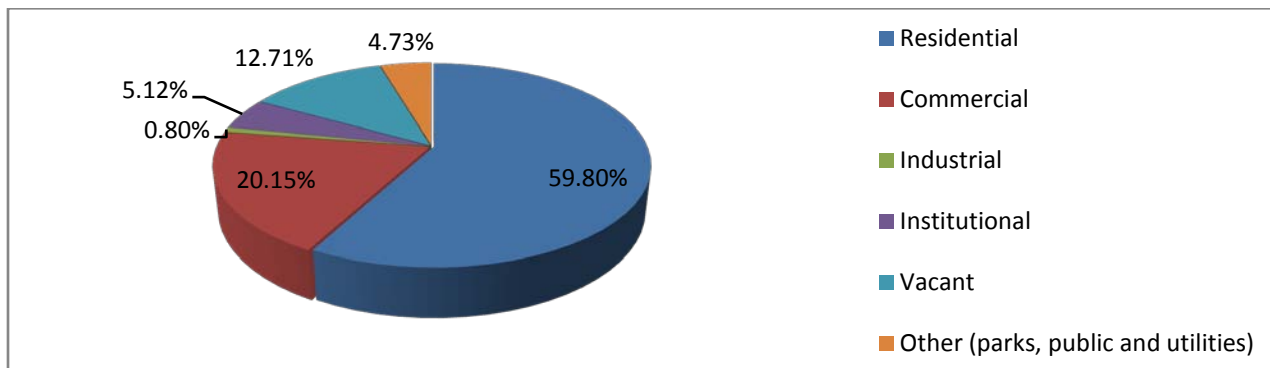


FIGURE 2.1: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENT OF TOTAL ACRES. ESCAMBIA COUNTY GIS

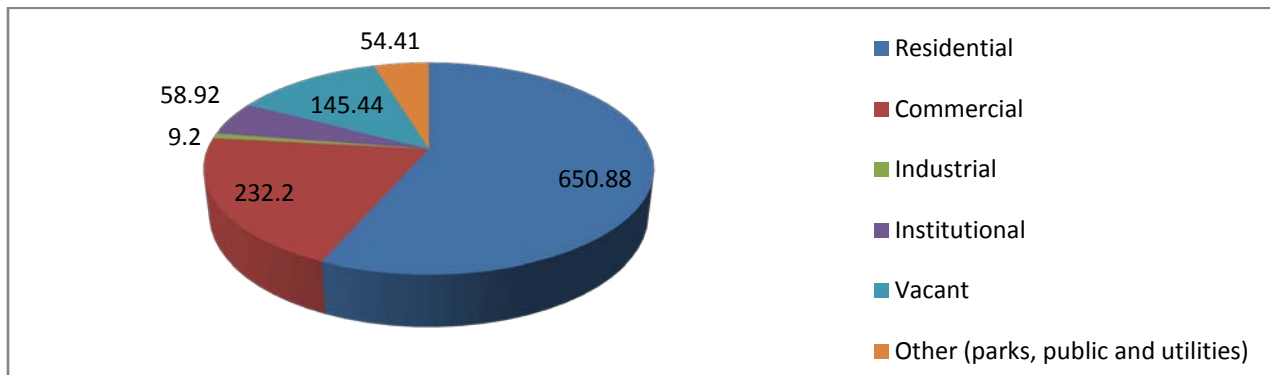


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

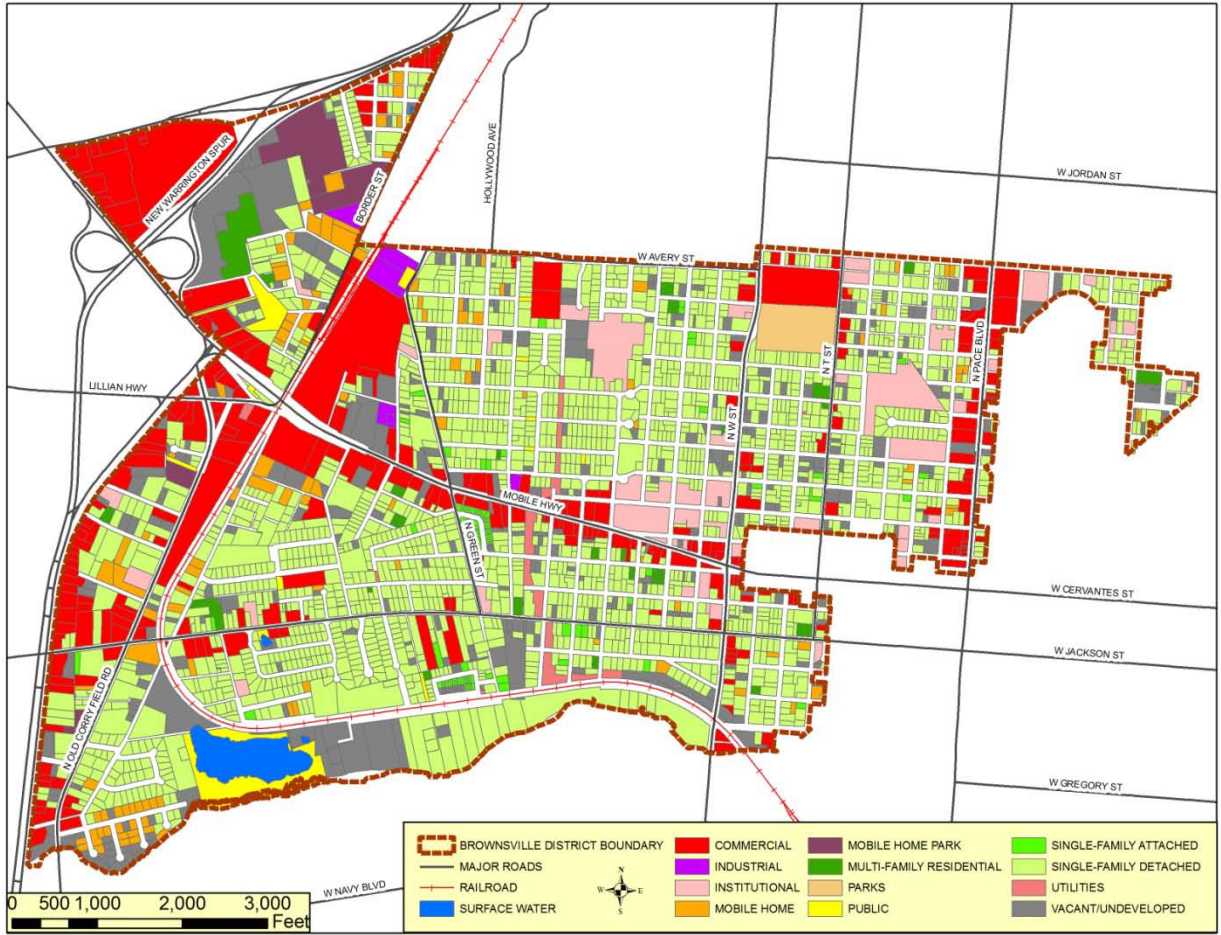


FIGURE 2.3: EXISTING LAND USE IN THE BROWNSVILLE REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

RESIDENTIAL

Of the 650.88 acres of residential land, single-family homes (attached and detached), account for 560 acres, or 48.52% of the total residential acreage of the Redevelopment District. Single-family residential uses account for a total of 2,084 parcels, or 70% of the total number of parcels in the Redevelopment District. This is by far the most dominant land-use type. The second largest land use is Commercial, comprising of 232 acres, or 20% of the district. The third largest land use in the CRA Brownsville District is vacant/undeveloped property. Even though there are 389 vacant parcels, those lots account for only 13% of the existing land use.

At a much small fraction of residential land use are the other residential types – multi-family (17.35 acres over 28 parcels) and mobile home parks (22.95 acres over 4 parcels). Their combined share of acreage is 1.07% of the residential acreage of the District.



EXISTING RESIDENTIAL HOMES IN THE BROWNSVILLE REDEVELOPMENT DISTRICT, PHOTO: GOOGLE MAPS

COMMERCIAL

The second-largest land use contingent occupies 232.20 acres, or 20.15% of the total CRA Redevelopment District's acreage, covering 262 parcels. These uses are located primarily along the commercially-oriented Mobile Highway, North Old Corry Field Road, West Fairfield Drive, and West Cervantes Street. Smaller concentrations of commercial uses are also found along West Blount Street. Brownsville's geographic location, in the center of Pensacola serves the suburban clientele of those who work and reside in the Brownsville community.

The CRA Brownsville District's major commercial corridors, as mentioned above, continue to be in need of revitalization and upgrades. In the district, many of the commercial uses are generally left vacant or in run down conditions. Commercial zoning pattern appears to coincide with the current uses. As part of the initial redevelopment efforts for this community, an Overlay District was created that applies to a portion of Mobile Highway and T Street. The Overlay District provides an enhanced level of protection to these commercial corridors in the Brownsville Community by requiring that special performance standards be applied to commercial development within this district.

The intersection of West Fairfield Drive and Mobile Highway offers Brownsville residents multiple retail choices and is a major commercial corridor in the Brownsville community.



COMMERCIAL USES ALONG MOBILE HIGHWAY AND W. FAIRFIELD DR., PHOTO: GOOGLE MAPS

VACANT USES

As a testament to the redevelopment potential of the area, the CRA Brownsville Redevelopment District's third largest land-use category is vacant or undeveloped land. Approximately 12.71% of the district consists of 146.44 acres across 387 parcels that are vacant/undeveloped.

Vacant structures and abandoned lots are strong indicators of economic distress and lead to deterioration of the physical environment and are detrimental to the investment image of the community. The presence of vacant and underutilized buildings contributes both as an opportunity and a liability for redevelopment. Smaller vacant parcels can be assembled and larger vacant parcels are "development ready" to support new development and/or significant adaptive reuse of underutilized and deteriorating buildings.

There are several large undeveloped parcels in the Redevelopment District. These areas consist of approximately 39.0 acres and are presently heavily wooded. There are no future development plans for this site.



VACANT PROPERTIES, BROWNSVILLE REDEVELOPMENT DISTRICT, PHOTO: GOOGLE MAPS

There are several smaller areas/parcels within the Brownsville CRA district that make up the remaining 107.0 acres of vacant properties.

PARKS, PUBLIC USES AND UTILITIES

Public uses in the CRA Brownsville Redevelopment District, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such as parks, schools, storm water detention areas, and government buildings. These land uses consist of approximately 4.73% of existing land in the district. There are presently no public schools located within the district; however, there is one private Christian School, Escambia Christian School (K-12).

Raymond Riddles Athletic Park is currently the only public park in the CRA Brownsville Redevelopment District. It is located at 1704 North W Street, is a 5-acre park comprised of five baseball fields for youth and adult, a playground, restrooms, a basketball court and security lights. A partnership with the West Pensacola Youth Association provides sports programming at the facility and it is available to the general public for reservation and rental. The Salvation Army located on "S" Street, provides some limited play areas for youth activities.

The West Pensacola Volunteer Fire Department Station 17, located at 1700 North W Street, provides fire protection for the Brownsville community.



PARK AND PUBLIC FACILITIES, BROWNSVILLE CRA, GOOGLE MAPS

INSTITUTIONAL

Institutional use in the Brownsville CRA Redevelopment District occupies 59 acres, which is 5.12% of the land. This land use category has a total of 43 parcels, which represents 1.44% of total parcels of the district. Institutional uses are generally churches or church-owned properties.



INSTITUTIONAL USES, BROWNSVILLE CRA, PHOTO: GOOGLE MAPS

INDUSTRIAL

Industrial uses make up a small portion, 9.20% of the CRA Brownsville District. Nearly all of the industrial land uses are located off of Mobile Highway. The Mobile highway frontage and adjacent land west of Dominguez Street plus the Old Corry Field Road corridor are the primary industrial and heavy commercial areas.



INDUSTRIAL PROPERTIES, BROWNSVILLE CRA DISTRICT, PHOTO: GOOGLE MAPS

FUTURE LAND USE & COMPREHENSIVE PLAN

The Escambia County Comprehensive Plan is a guiding document that sets forth goals, objectives, and policies that help define the character, rate of growth, and timing for future development in the County. It also corresponds with the County's future land use map (Fig. 2.4) that identifies almost all of the Brownsville redevelopment as a candidate for mixed-use urban redevelopment with strip commercial development along established corridors.

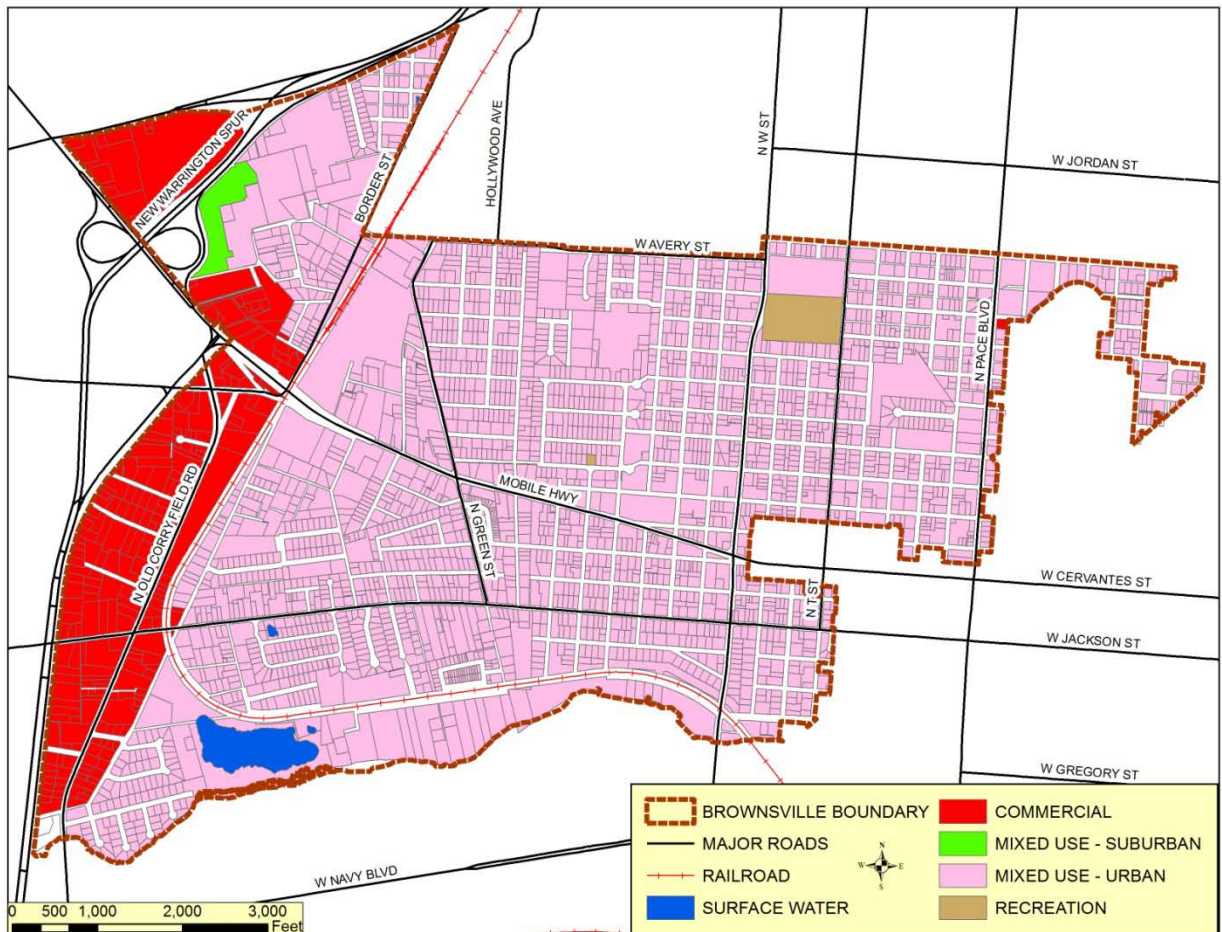


Figure 2.4: FUTURE LAND USE IN THE BROWNSVILLE REDEVELOPMENT AREA, Escambia County GIS

The following sections are excerpts from the Goals, Policies and Objectives of the Escambia County Comprehensive Plan. These goals, policies and objectives have a direct impact on the Brownsville Redevelopment Area and are included below:

Chapter 7: Future Land Use Element

GOAL FLU 1 FUTURE DEVELOPMENT PATTERN

Escambia County will implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.

OBJECTIVE FLU 1.1 Growth Strategies

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

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.

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 in the Brownsville Redevelopment Area are listed below:

1. Mixed-Use Urban (MU-U)

General Description: 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: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic.

Standards: Residential Maximum Density 25 du/acre, Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR), and Non-Residential Maximum Intensity: 2.0 FAR. Escambia County intends to achieve the following mix of land uses for new development within a ¼ of mile arterial roadways or transit corridors by 2030: Residential – 8% to 25%, Public/Recreation/Institutional – 5% to 20%, Non-Residential: Retail/Service – 30% to 50%, Office – 25% to 50%, and Light Industrial – 5% to 10%. In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: Residential – 70% to 85%, Public/Recreation/Institutional – 10% to 25%, and Non-Residential – 5% to 10%.

2. Commercial (C)

General Description: Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

Range of Allowable Uses: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic.

Standards: Residential Minimum Density: None, Residential Maximum Density: 25 du/acre, Non-Residential Minimum Intensity: None, and Non-Residential Maximum Intensity: 1.0 Floor Area Ratio (FAR).

3. Industrial (I)

General Description: Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued

industrial operations within the County and provide jobs and employment security for present and future residents.

Range of Allowable Uses: Light to Intensive Industrial, Ancillary Retail and Office. No new residential development is allowed.

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Non-Residential Intensity: 1.0 FAR

4. Recreation (REC)

General Description: Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.

Range of Allowable Uses: Active and passive recreation activities and amenities, Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields, Meeting halls and the like. No new residential development is allowed.

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Non-Residential Intensity: 0.5 FAR

5. Public (P)

General Description: Provides for uses or facilities owned or managed by the Federal, State or County government or other public institutions or agencies.

Range of Allowable Uses: Public Parks, Local, Regional, State or Federal Facilities, Public structures or lands, and Quasi-public Facilities providing public services.

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, Non-Residential Intensity: None

OBJECTIVE FLU 1.4 Protect Existing Communities

Escambia County will protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.

POLICY FLU 1.4.1 Nonconformity Escambia County will prohibit expansion of nonconforming land uses or structures within the County. The LDC shall restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

POLICY FLU 1.4.2 Code Enforcement Escambia County will conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations.

OBJECTIVE FLU 1.5 Sustainable Development

Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land patterns.

POLICY 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 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).

POLICY FLU 1.5.2 Compact Development and Maximum Densities and Intensities To ensure developments are designed to be compact and to accommodate travel mode choice, especially for short, local trips, the County will require minimum densities in the Mixed-Use-Suburban Future Land Use category and encourage the maximum densities and intensities in the Mixed Use-Urban Future Land Use category.

GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES

Escambia County will promote urban strategies for compact development, efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies will include infill development, mixed-use development and coordinated land use and transportation planning.

OBJECTIVE FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

POLICY FLU 2.1.1 Infrastructure Capacities Urban uses will 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.

POLICY FLU 2.1.2 Compact Development To promote compact development, FLUM amendments and residential re-zonings to allow higher residential densities to be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

OBJECTIVE FLU 2.3 Infill Development

Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

POLICY FLU 2.3.1 Area Designation All Community Redevelopment Areas, as adopted by the BCC, are hereby designated as an Urban Infill and Redevelopment Area in conformance with Florida Statutes.

POLICY FLU 2.3.2 Community Redevelopment Areas Escambia County will use its fiscal resources to encourage infill residential, commercial and public development in the Community Redevelopment Areas.

OBJECTIVE FLU 2.4 Community Redevelopment

The Community Redevelopment Agency (CRA) will continue to implement the recommendations of the Community Redevelopment Strategy, may be updated from time to time.

POLICY FLU 2.4.1 Strategy The CRA and other County agencies will implement the recommendations of the Community Redevelopment Strategy through the Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans.

POLICY FLU 2.4.2 Block Grants Escambia County will direct its Community Development Block Grant (CDBG) efforts primarily to the Community Redevelopment Areas, but in any case, the program requirements promulgated by the U.S. Department of Housing and Urban Development (HUD) will be met.

Chapter 8: Mobility Element

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

GOAL MOB 1 TRANSPORTATION

Escambia County will provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.

OBJECTIVE MOB 1.1 Transportation System

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICY MOB 1.1.3 Non-motorized Transportation All new public road construction projects in urban areas or community redevelopment areas will accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

POLICY MOB 1.1.11 Required Bicycle and Pedestrian Facilities Escambia County will encourage through private/public partnerships the installation of sidewalks along the street frontage of new development (including but not limited to new development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the "Transportation Alternative" Plan) to provide connectivity and utility for existing sidewalks in the vicinity of the development.

POLICY MOB 1.1.12 Coordination with School District and Sidewalk Planning Participation Escambia County will coordinate with the Escambia County School District regarding new school siting and needs at existing schools when determining locations for improvements to pedestrian facilities. Escambia County will also seek public input from citizens, the Escambia County School District, and the development community regarding sidewalk needs and priorities.

OBJECTIVE MOB 1.2 Transportation and Land Use

Assure the continual coordination of land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the FLUM and maintaining consistency between land use decisions and traffic circulation system improvements.

POLICY MOB 1.2.2 Non-motorized Transportation Facilities Escambia County will provide or require the provision of non-motorized transportation facilities to link residential areas with recreational and commercial areas in a safe manner. This may include the construction of sidewalks, bike lanes, installation of signage, striping of roadways, or the like so as to accommodate non-motorized transportation facilities.

GOAL MOB 2 TRANSIT

Escambia County will encourage the provision and use of a safe, efficient and financially feasible mass transit transportation system, which is responsive to community needs, consistent with land use policies, is environmentally sound, and promotes economic opportunity and energy conservation.

OBJECTIVE MOB 2.2 Mass Transit and Growth Patterns

Operate an efficient and accessible fixed route mass transportation service in support of the projected growth patterns of the service area while maintaining or increasing ECAT's operating ratio.

POLICY MOB 2.2.1 Route Modernization ECAT will modernize service from the existing radial route system into a modified grid system to improve efficiency.

POLICY MOB 2.2.2 Service Area Adjustments ECAT will realign or adjust existing routes to provide service to areas requiring service while at the same time reducing service to lower-use areas in order to provide more efficient service to more riders at comparable cost.

Chapter 9: Housing Element

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary and affordable housing for all residents of Escambia County. In particular, the goals, objectives and policies contained in this element are intended to identify and address current and future deficits in the provision of moderate, low and very-low income housing, group homes, foster care facilities and housing for those with special needs. In addition, this element is intended to provide guidance to public and private sector housing providers, as well as the residents of Escambia County, regarding redevelopment of existing neighborhoods, removal of substandard housing, relocation assistance and critical housing assistance programs.

GOAL HOU 1 Provision of Housing

Escambia County will provide safe, sanitary and affordable housing for the current and future residents of the County.

OBJECTIVE HOU 1.1 Housing Delivery Process

Provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost and location.

POLICY HOU 1.1.1 Residential Areas The Escambia County Future Land Use Map (FLUM) and Zoning maps will identify areas suitable for residential development and/or redevelopment.

OBJECTIVE HOU 1.2 Affordable Housing

Assure the provision of safe, sanitary and affordable housing for moderate, low and very-low income residents.

POLICY HOU 1.2.1 Definition Escambia County will define affordable housing as housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the amount that represents the percentage of the median adjusted gross annual income for the households in Florida Statutes as amended.

POLICY HOU 1.2.2 Location Escambia County will allow the location of affordable housing in any residential FLUM category provided the housing is compatible with all applicable rules and regulations of the LDC.

POLICY HOU 1.2.3 Development Types Escambia County will promote affordable housing opportunities by allowing cluster developments, zero-lot line developments, planned unit developments and other types of housing layouts that may reduce the cost of individual dwelling units.

POLICY HOU 1.2.4 Mobile or Manufactured Home Location Escambia County will encourage the use of modular homes, mobile, and manufactured as a type of housing as defined by Florida Statutes within the appropriate zoning and FLU categories.

OBJECTIVE HOU 1.4 Existing Neighborhoods and Redevelopment

Protect the character of existing residential neighborhoods, provide opportunities for redevelopment and infill development and reduce the number of substandard housing units through the continued implementation of structural and aesthetic improvement programs such as but not limited to: preservation and infill, regulation

enforcement, construction inspection, improvement aid, unsafe building abatement, substandard home removal, infrastructure improvement, and rental units and housing stock conservation/rehabilitation.

OBJECTIVE HOU 1.5 Relocation Assistance

Provide housing assistance, including relocation housing for persons displaced by public programs, projects or housing rehabilitation.

POLICY HOU 1.5.1 Grants Escambia County will pursue grants to provide for relocating moderate, low, and very low income persons displaced during the housing rehabilitation process.

POLICY HOU 1.5.2 County Policy Escambia County will utilize its “Relocation Policy” that was developed in compliance with Public Law 93-383 (The Housing and Community Development Act of 1974) and adopted by the BCC on November 28, 1988, including any revisions thereto.

OBJECTIVE HOU 1.6 Housing Programs

Continue implementation of critical housing programs. Implementation will include, but not be limited to, County/Private partnerships, County/City partnerships, private non-profit and technical assistance providers.

POLICY HOU 1.6.1 Program Information Escambia County will continue its housing outreach program to assure dissemination of housing information.

POLICY HOU 1.6.2 Non-discrimination Escambia County will enforce its nondiscrimination policies and provisions so as to ensure access to housing opportunities by all segments of the County’s population.

POLICY HOU 1.6.3 Low-Interest Mortgage Loans Escambia County will cooperate with appropriate local, state and federal agencies to facilitate bond-backed low-interest mortgage loans for homes purchase by qualified individuals or families.

POLICY HOU 1.6.4 Housing Finance Authority Escambia County will participate with the Escambia County Housing Finance Authority (HFA) in the issuance of bonds to provide low interest mortgage loans for home purchases by qualified families.

POLICY HOU 1.6.5 State and Federal Assistance Escambia County will participate in affordable housing programs as made available by the state, federal, or other appropriate agencies.

POLICY HOU 1.6.6 Neighborhood Enterprise Division Escambia County will provide assistance, through NED, to provide affordable homeownership opportunities for moderate, low, and very low income homebuyers.

POLICY HOU 1.6.7 SHIP Fund Initiatives Escambia County will use State Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance ongoing activities designed to develop new affordable housing initiatives conforming to the statutory requirements of Florida Statutes.

Chapter 10: Infrastructure Element

The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County’s citizens.

GOAL INF 1 WASTEWATER

Escambia County will ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.

OBJECTIVE INF 1.1 Provision of Wastewater Service

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 1.1.1 Service Agreements Wastewater service will be provided at established levels of service within Escambia County consistent with the Interlocal Agreements between the County and the Emerald Coast Utility Authority (ECUA), the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

POLICY INF 1.1.2 Provider Consistency with Plan Escambia County will coordinate with ECUA and other providers relative to their capital improvements and program formulation to assure consistency with this Comprehensive Plan.

POLICY INF 1.1.4 Required Septic Tank Retirement Escambia County will, in coordination with the Escambia County Health Department and wastewater service providers, require all onsite sewage treatment and disposal system (i.e., septic tank) users to connect to an available central sewer system within the times prescribed by Section 381.00655, Florida Statutes. Sewer availability shall also be as defined in Florida Statutes.

POLICY INF 1.1.5 Coordination on System Expansions Escambia County will coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

GOAL INF 3 STORMWATER MANAGEMENT

Escambia County will ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services.

OBJECTIVE INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 3.1.2 County System Improvements Escambia County will continue its practice of enhancing localized and regional drainage systems to increase the LOS associated with development prior to current stormwater management requirements.

Chapter 13 Recreation and Open Space Element

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces and waterways.

LAND DEVELOPMENT REGULATIONS

The CRA Brownsville Redevelopment District land is divided into six zoning categories. Three primary zoning categories are represented in the as **residential, heavy commercial/light industrial** and **commercial**. As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential occupying 63.44% of the total acreage, heavy commercial/light industrial, occupying 22.55%, and commercial representing 13% (Table 2.2). The CRA Brownsville Redevelopment District zoning categories are mapped in Figure 2.5 and described below.

Zoning Category	Acreage	%
HDMU	165.67	13.96%
HDR	0.18	0.02%
MDR	587.15	49.46%
HC/LI	267.63	22.55%
Commercial	154.68	13.03%
Recreation	11.75	0.99%
Total	1,187.06	100%

TABLE 2.2 DISTRIBUTION OF ZONING CATEGORIES,
 ESCAMBIA COUNTY GIS

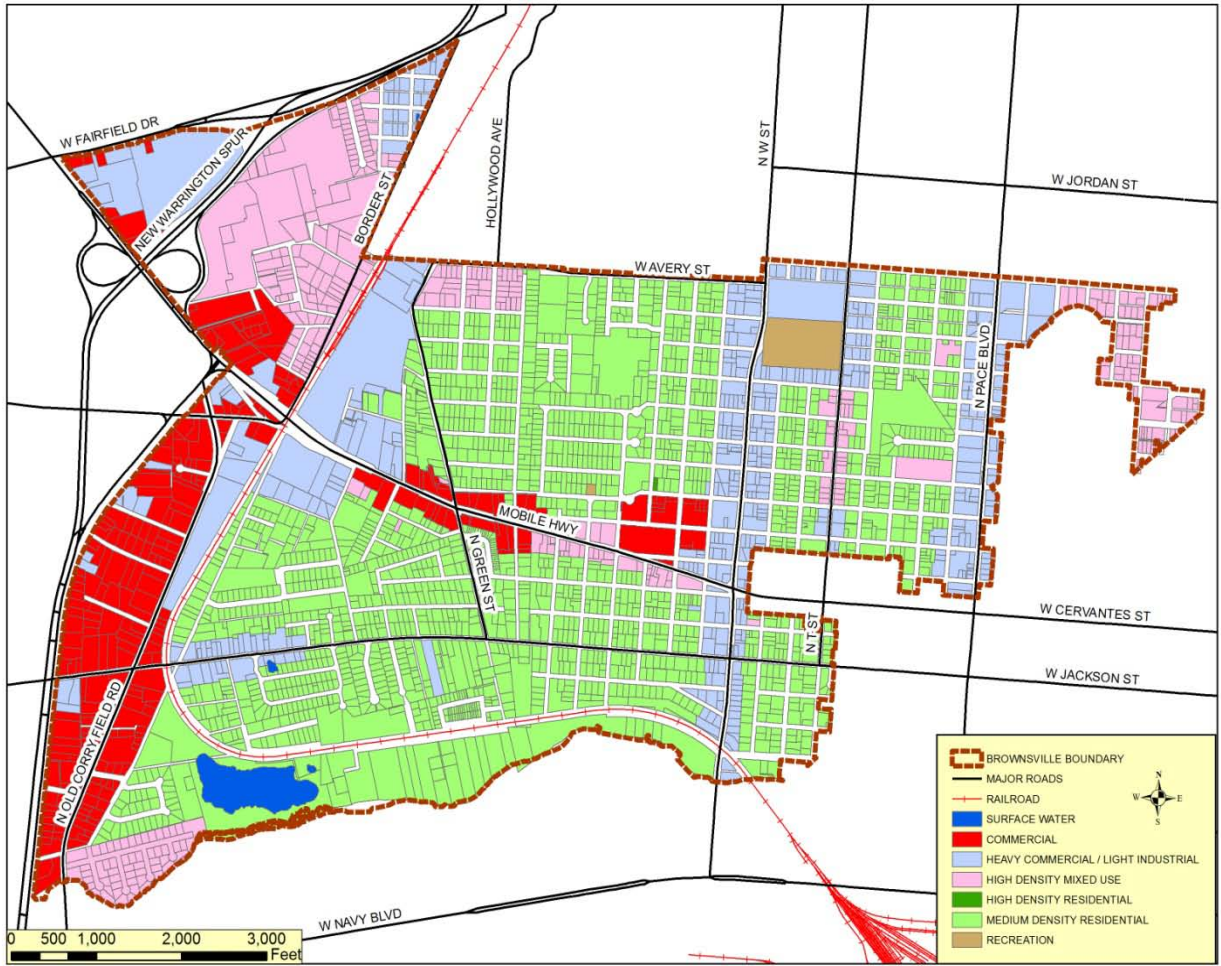


FIGURE 2.5: ZONING CATEGORIES IN THE BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

High Density Mixed-use district (HDMU): The High Density Mixed-use district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

High Density Residential district (HDR): The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within 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 and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. On residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Medium Density Residential district (MDR): The Medium Density Residential 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.

Heavy Commercial and Light Industrial district (HC/LI): The Heavy Commercial and Light Industrial 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.

Commercial district (Com): The Commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

Recreation district (Rec): The Recreation district establishes appropriate areas and land use regulations for outdoor recreational uses and open space. The primary intent of the district is to preserve and maintain parcels of land necessary or used for a system of public and private parks providing both active and passive recreational activities and amenities. Indoor recreation facilities are allowed within the Recreational district if customarily incidental to the principal outdoor uses. Non-recreational uses are severely limited to ensure the preservation of district lands and provision of adequate areas for public recreation. New or expanded residential development is generally prohibited.

PARCEL SIZE

The size of parcels (Fig. 2.6) has a significant impact on redevelopment potential for any proposed project. Typically, older subdivision plats and commercial properties may be too small for redevelopment and may exhibit non-conformance with current zoning codes.

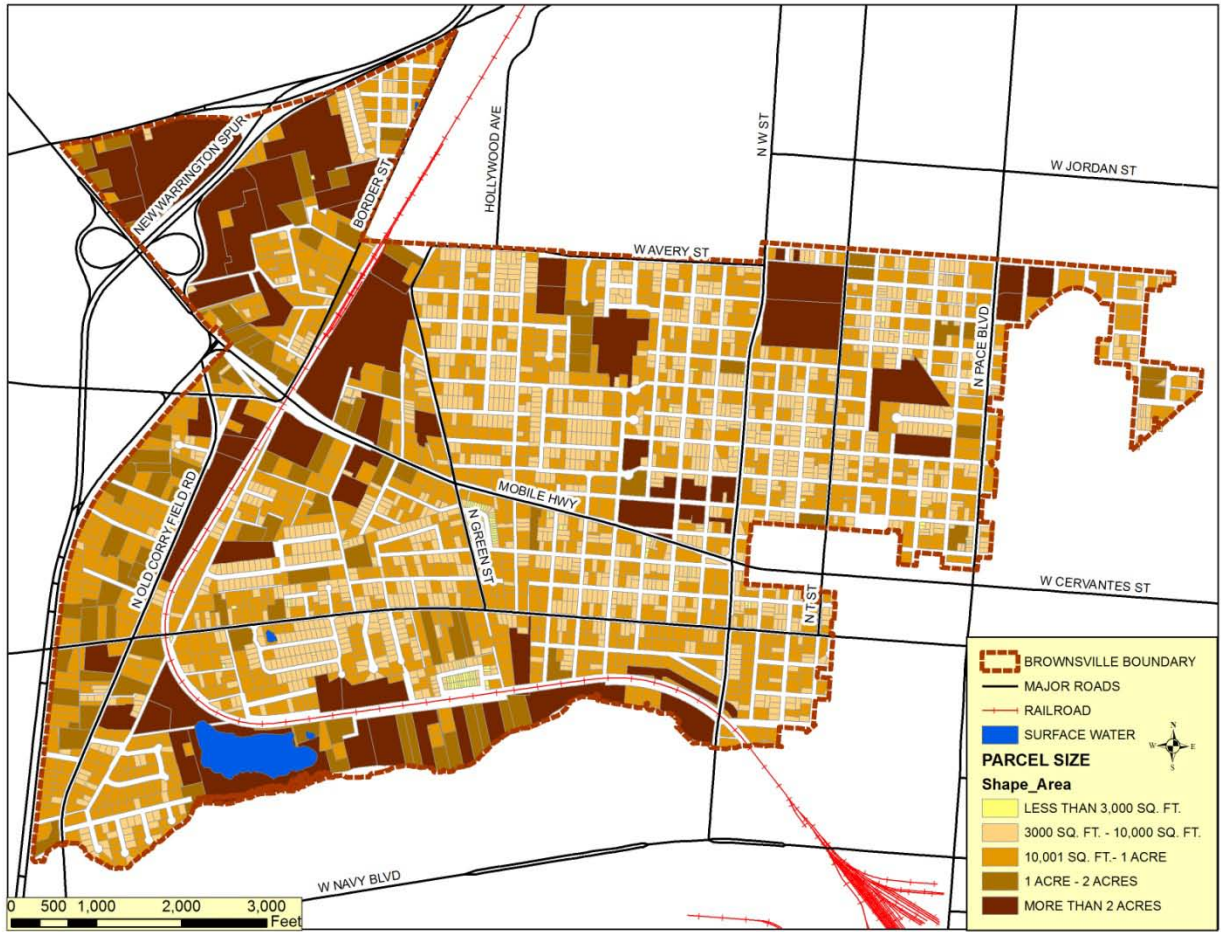


FIGURE 2.6: PARCEL SIZE IN THE BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

Table 2.5 summarizes the parcel counts and distribution of various parcel sizes. The majority, (51%), of parcels in the CRA Brownsville Redevelopment District are between 3,000 square feet to 9,999 square feet. The next most common parcel size (39%), are parcels that are between 10,000 square feet-1 acre (43,560 square feet) in size. The next most common parcel size in are lots that are less than 3,000 square feet, representing nearly 5% of the district. The remaining parcels, (4.8%), are 1 acre or above.

Parcel Size	Count	Percent
< 3,000 square feet	158	5.28%
3,000 – 9,999 square feet	1532	51.20%
10,000 square feet – 1 acre	1160	38.77%
1-2 acres	90	3.01%
> 2 acres	52	1.74%
Total	2,992	100

Table 2.5: DISTRIBUTION OF PARCEL SIZE, Escambia County GIS

Inadequate parcel size may become a significant deterrent for redevelopment efforts. The smaller properties are often limited by their size in relation to parking and setback requirements, stormwater retention standards, landscaping requirements, and other land development regulations. In addition, contemporary development trends favor larger sites for redevelopment as it offers the flexibility to provide a variety of uses and a mix of activities. It also reduces the complexities involved with assembly of smaller parcels to support large scale redevelopment projects.

HOUSING CONDITIONS

Housing conditions in the CRA Brownsville Redevelopment District is in many areas dilapidated or vacant, and the distribution of substandard housing is scattered across the entire CRA (Fig. 2.7), while the neighborhoods of Fiveash, Welles and Morrison Court contain a relatively higher concentration of poor quality housing.

CRA staff conducted a neighborhood housing survey throughout the CRA Brownsville Redevelopment District. Area houses were evaluated based upon the following established conditions criteria:

1. **Excellent condition** – None or very minor repair required.
2. **Good condition** – Possibly requiring paint. There may be evidence of aging. No structural repair necessary.
3. **Fair condition** – Repair or rehabilitation is required. Shingles may be missing or curling. There may be evidence of the need for energy improvements and new roofing may be required as well.
4. **Poor condition** – Obvious structural damage exists. The Entire Structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.
5. **Dilapidated condition** – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

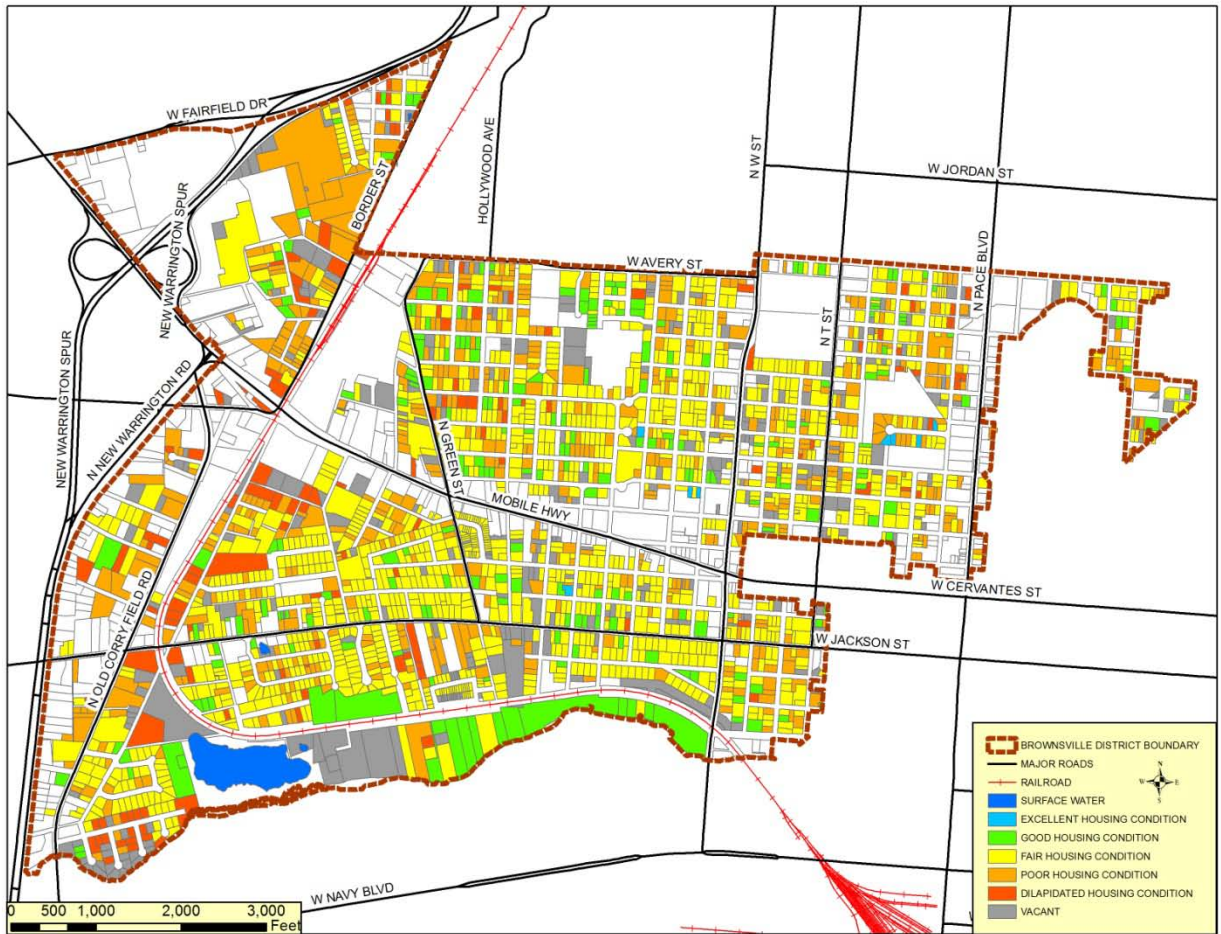


FIGURE 2.7: HOUSING CONDITIONS IN THE BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

Conditions of deterioration in a neighborhood are a negative influence on surrounding residents, and the condition of these units can be a deterrent to continuing investment and maintenance of other units. Of the 2,554 houses in the CRA Brownsville Redevelopment District, over 27% are in either poor or dilapidated condition. Another half, 51% of the housing stock, is in fair condition. Only 8.7% of the existing homes are in good condition and 8 homes (0.31%), are in excellent condition.

Compared to housing conditions reported in the CRA Brownsville Redevelopment Plan in 2004, there was an increase of 543 homes within the district, according to Escambia County GIS. The conditions of homes reported in excellent condition previously, have decreased from 2.29% to 0.31% (46 homes to 8 homes). Homes that were in fair condition have also declined from 81% (1,628 homes) to 51% (1,307 homes). Poor and dilapidated homes have increased from 12% (245 homes) to 27% (692 homes). A 15% increase in dilapidated homes indicates the need for residential rehabilitation due to homes deteriorating on a continual basis.

TRANSPORTATION AND INFRASTRUCTURE

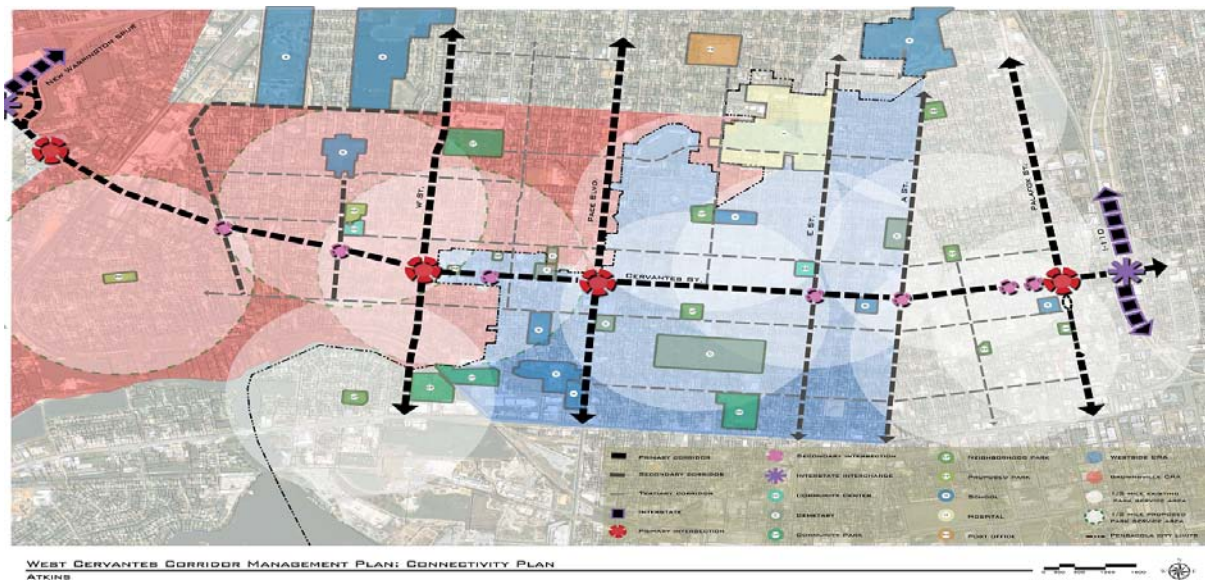
Vehicular circulation through the CRA Brownsville's Redevelopment District's commercial corridors is logical and efficiently planned. Mobile Highway/West Cervantes Street serves as a primary arterial thoroughfare, high-capacity urban road. This primary road runs directly through the center of the district and indicates a highway converted to a main thoroughfare. North W Street, North Green Street, North T Street, North Old Corry Field Road and a small section of North Pace Blvd, serve as alternate north-south passages and provide access to the

residential and lesser commercial areas of the CRA Brownsville Redevelopment District. The eastern section of the New Warrington Spur is located in the north east section of the district.

The CRA Brownsville Redevelopment District has a traditional, parallel and horizontal city-like street grid, providing less traveled street layouts with easy access to many of the neighborhoods, a flea market and one park that is housed within the district. The remainder of the district is served by suburban street layouts connecting neighboring residential areas and local businesses.

There are pockets of areas, both north and south of the district where the residential roads end and do not connect to other neighborhoods. For example, there is a railroad track located in the south section of the district and that causes a disruption between some neighborhoods. The southern portion of the Brownsville CRA Redevelopment District has the most inefficient street layout and there is at least one private road that is not maintained and is difficult to travel up and down the road.

A transportation analysis is being conducted by the Florida-Alabama Transportation Planning Organization and the Connectivity Plan map is shown here:



Source: WEST CERVANTES STREET CORRIDOR MANAGEMENT PLAN-12/2015

This analysis is being done to identify improvements needed to increase the safe and efficient movement of people and goods and improvements needed to support all modes of transportation including roadway capacity, public transit and bicycle and pedestrian movements. The study is expected to be completed by October, 2016.



INTERSECTION OF W. CERVANTES AND NORTH W STREET, GOOGLE MAPS



INTERSECTION OF N NEW WARRINGTON ROAD AND MOBILE HIGHWAY, GOOGLE MAPS

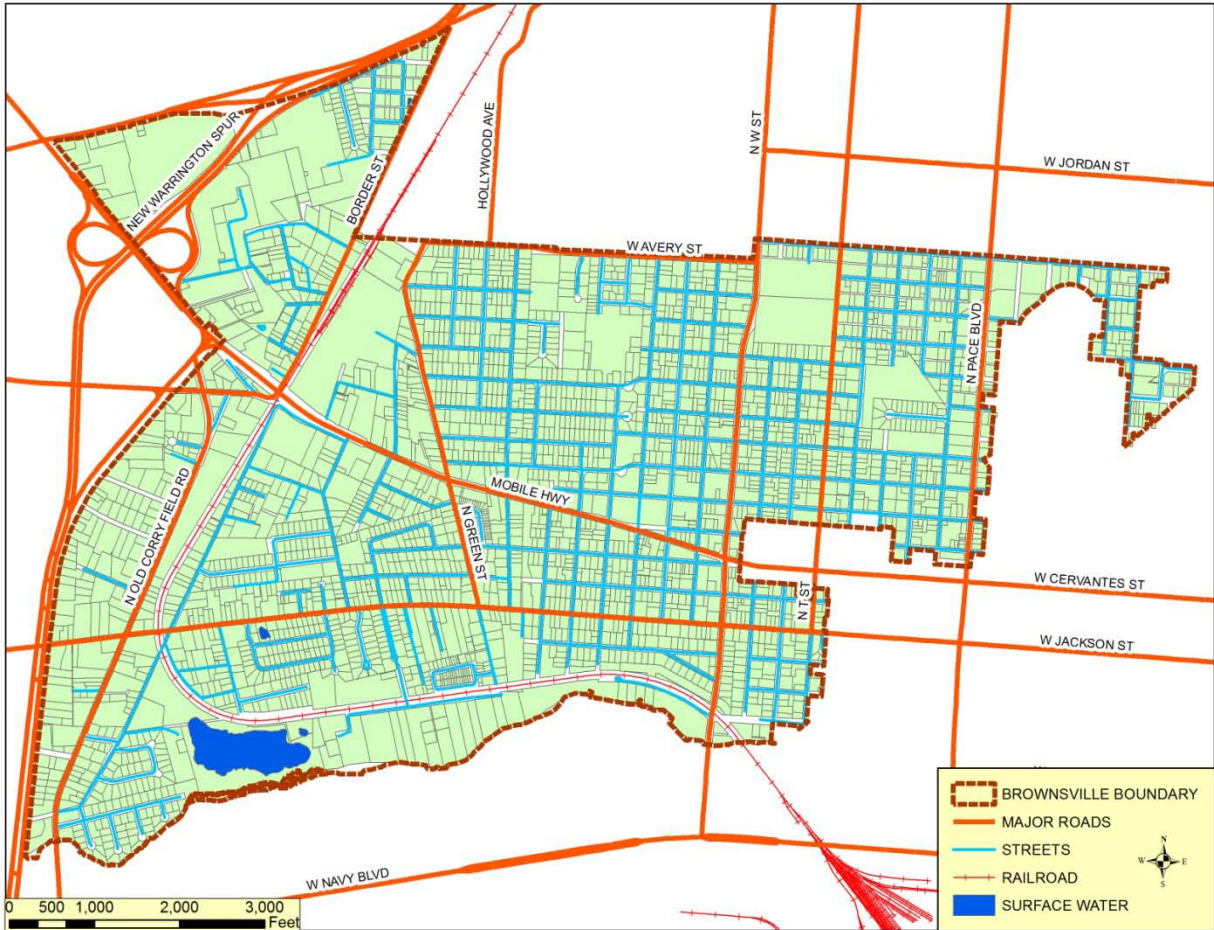


FIGURE 2.8: VEHICULAR CIRCULATION IN THE BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

PEDESTRIAN CIRCULATION

Pedestrian circulation in the CRA Brownsville Redevelopment District is noticeably deficient in the largest section of residential areas. With the exception of a few residential streets, the district has no consistent residential sidewalk networks. Currently, there are sidewalks located on the west side of Kirk Street from West Jackson Street to Lee Street and from West Blount Street to Avery Street. There is very small section of sidewalks on the east side of Kirk Street running north to south, from West Lloyd Street to West Lee Street. There is also a small section of sidewalks on the north side of West Blount Street running from North T Street to North Pace Blvd.

There are sidewalks on both sides of Mobile Highway, North W Street and North Pace Blvd. located within the CRA Brownsville Redevelopment District. There are sidewalks on both sides of the street on North T Street running north to south, from West Avery Street to West Lloyd Street. There are sidewalks on south side of West Jackson Street from T Street to U Street, and then the sidewalks continue on the north side of West Jackson Street almost to the intersection of Citrus Street.

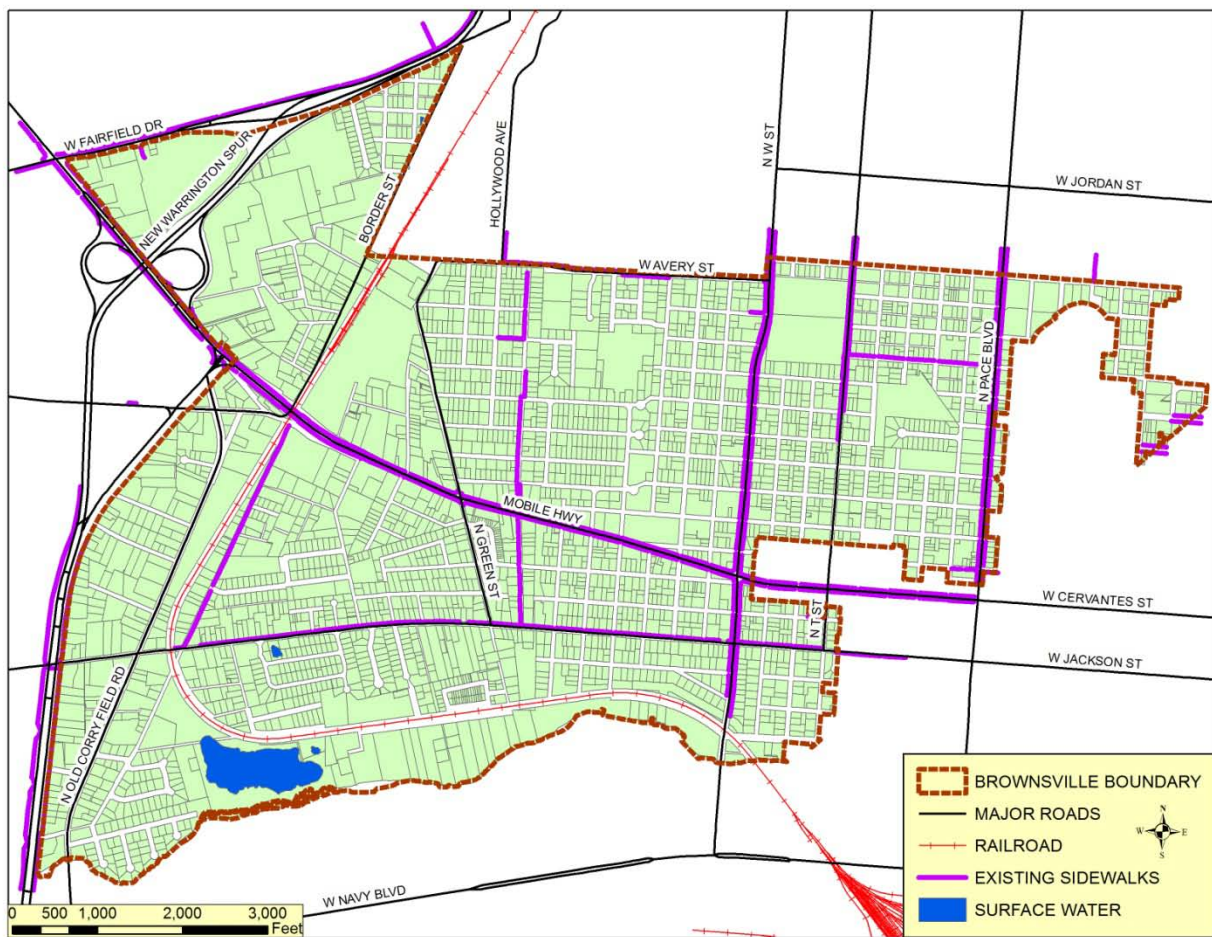


FIGURE 2.9: SIDEWALKS IN THE BROWNSVILLE REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

SANITARY SEWER

The sewer network in the CRA Brownsville Redevelopment District is very limited and is in need of expansion. Sewer is currently available running north to south along a section of Green Street from Mobile Highway to Idlewood Drive and a section of Gadsden Street. Sewer is also available along North Old Corry Field Road in the western section of the Brownsville Redevelopment District. Commercial investment is hindered along Mobile Highway, a major commercial corridor, because of the lack of sewer connection. Connecting neighborhoods are

also in need of sewer connection. Without connection, residential development or infill housing projects will have to provide septic tanks on site. With the parcel sizes in this district mostly being small, this may become a deterrent for redevelopment efforts and limit redevelopment potential.

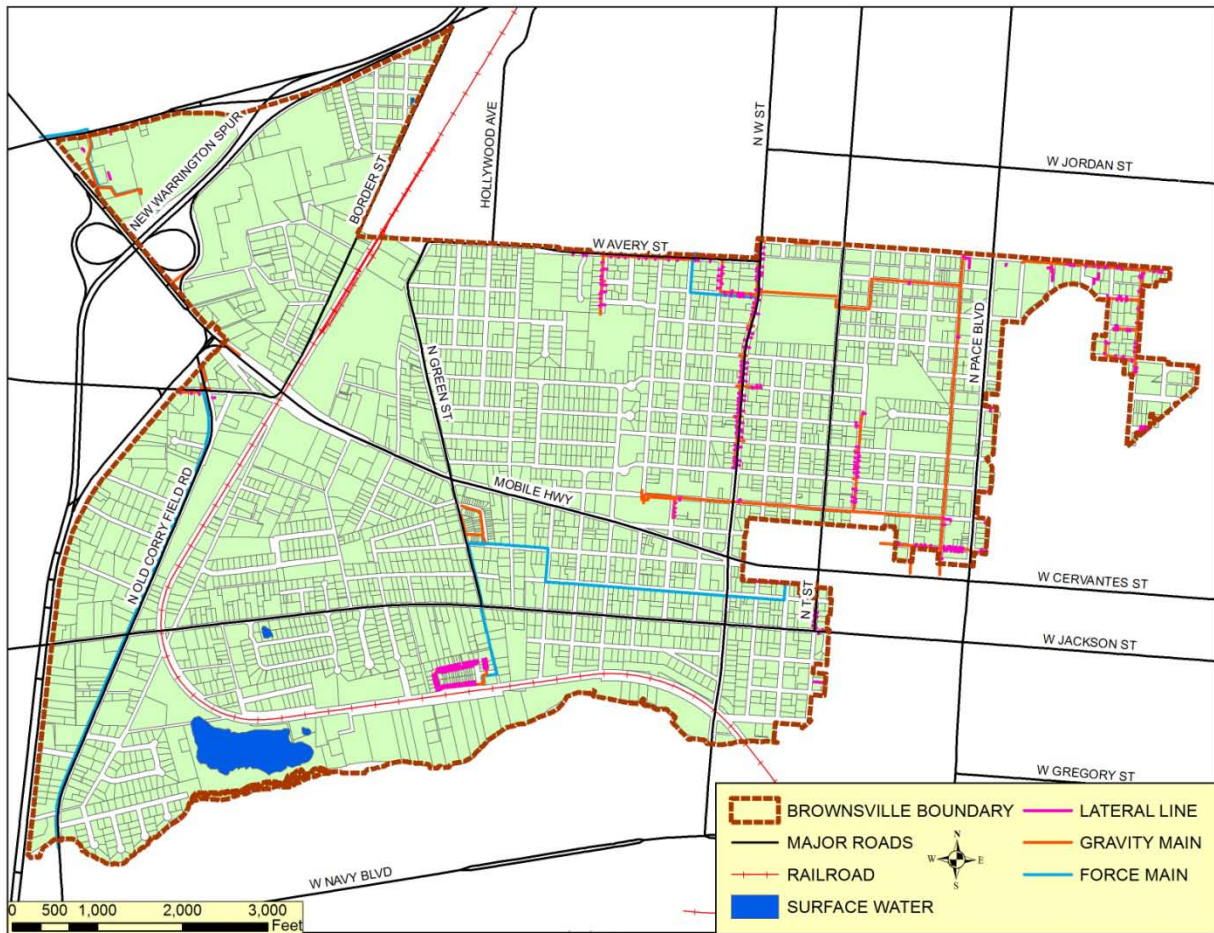


FIGURE 2.10: CURRENT SEWER LINES IN THE BROWNSVILLE REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

DEMOGRAPHICS

This section uses data provided by Nielsen Site Reports as compiled by the Hass Center of University of West Florida and the Environmental Systems Research Institute (ESRI), to discuss the demographic, housing and economic conditions in the CRA Brownsville Redevelopment Area and compare them to the same conditions across Escambia County.

POPULATION

The CRA Brownsville’s Redevelopment District population (Table 2.6) has been near stable over the past ten years and is expected to remain so in the future. The 2010 Census identified 6,278 residents and estimated 6,531 residents in 2014 and the estimated population for 2019 is 6,418. Population in the district increased 0.96% from 2010-2014, but is projected to decrease 1.01% from 2014-2019. This indicates the Brownsville Redevelopment District is growing at a much slower pace than the County as a whole. In the period from 2010-2014, Escambia County grew 1.03% with a population growth rate of 0.97% and projected growth rate for the county as a whole is expected to pick up 1.03% from 2014-2019.

POPULATION Location	2010	2014	% change from 2010	2020 (estimated)	% change from 2015
Brownsville CRA	6,801	6,930	1.90%	7,167	3.42%
Escambia County	297,619	306,630	4.01%	320,397	4.79%

TABLE 2.6 POPULATION, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOUSEHOLDS

Household figures (Tables 2.7 and 2.8) are important indicators of housing demand, household characteristics, and market potential in a community. The 2015-2020 projected percent increase of households in the CRA Brownsville Redevelopment District (4.53%) is less than the rate of household growth in Escambia County (5.46%).

HOUSEHOLDS Location	2010	2014	% change from 2010	2020 (estimated)	% change from 2015
Brownsville CRA	2,724	2,825	3.72%	2,953	4.53%
Escambia County	136,703	138,636	4.43%	128,021	5.46%

TABLE 2.7 HOUSEHOLDS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

Median household income is another very significant indicator of an area's economic strength. The CRA Brownsville Redevelopment District's median household estimated income in 2015 is \$26,417. Escambia County's estimated median income in 2015 is \$45,453. The discrepancy in Brownsville's median income is \$19,036 or 58.12% less than the County's median income.

HOME OWNERSHIP RATE IN 2014	Brownsville	Escambia County
% Owner-occupied	42.92%	64.83%
% Renter-occupied	57.08%	35.17%

TABLE 2.8 HOME OWNERSHIP RATES, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

The CRA Brownsville Redevelopment District's median owner-occupied house value in 2014 is \$73,417, compared to Escambia County's median owner-occupied house value of \$130,449, with a difference of \$55,032 or 56.28 % less than the County's median owner-occupied houses.

ETHNIC COMPOSITION

In 2014, compared to Escambia County as a whole, the CRA Brownsville Redevelopment District is more ethnically diverse (Table 2.9). The CRA Brownsville Redevelopment District has 26.9% fewer whites and 25.6% more black/African Americans than the county as a whole.

ETHNIC COMPOSITION	BROWNSVILLE CRA	ESCAMBIA COUNTY
White	41.75%	68.65%
Black or African American	47.94%	22.37%
Amer. Indian or Alaska Native	1.14%	0.87%
Asian	3.14%	3.01%
Native Hawaiian and other Pacific Islander	0.15%	0.16%
Other	2.85%	1.47%
Two or more races	3.03%	3.48%

TABLE 2.9: ETHNIC COMPOSITION, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

AGE

Age breakdowns are comparatively similar in the CRA Brownsville Redevelopment District and Escambia County as a whole (Table 2.10). In the district, 74% of the population is over 18 years of age while countywide the percentage is 79%. Comparison of the elderly population is nearly equal. Although slight, the greatest age comparison difference is in children in Brownsville. The CRA Brownsville District has about 1.3% more young children and 1.9% more school-aged children than found countywide.

AGE	BROWNSVILLE CRA	ESCAMBIA COUNTY
0-4	8.15%	6.08%
5-9	7.85%	5.98%
10-17	10.23%	9.31%
18-44	33.63%	36.76%
45-64	27.31%	25.76%
65+	12.84%	16.11%
Over 18	73.77%	78.63%

TABLE 2.10: AGE, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

EMPLOYMENT

In 2014, the total estimated working-age population in the CRA Brownsville Redevelopment District was 5,282, of those, 2,239 are employed. In 2015, the unemployment rate was 14.50% and of the working age population, 41.48% are not in the labor force. Of these workers (Table 2.11), the highest percentages are employed in Office/Admin, Support (11.72%) and Sales/Related positions (11.38%).

EMPLOYMENT	BROWNSVILLE CRA	ESCAMBIA COUNTY
Architect/Engineer	1.63%	1.30%
Arts/Entertain/Sports	0.22%	1.66%
Building Grounds Maintenance	7.01%	5.12%
Business/Financial Operations	1.32%	3.33%
Community/Social Services	1.28%	1.65%
Computer/Mathematical	1.29%	1.27%
Construction/Extraction	9.08%	5.02%
Education/Training/Library	6.06%	5.43%
Farm/Fish/Forestry	0.22%	0.43%
Food Prep/Serving	6.39%	8.52%
Health Practitioner/Tech.	6.21%	7.60%
Healthcare Support	4.79%	2.78%
Maintenance Repair	5.19%	3.61%
Legal	0.94%	0.97%
Life/Physical/Social Science	0.05%	0.57%
Management	3.42%	8.28%
Office/Admin. Support	11.72%	15.84%
Production	5.66%	3.40%
Protective Services	0.92%	2.15%
Sales/Related	11.38%	11.82%
Personal Care/Service	7.06%	3.33%
Transportation/Moving	8.17%	5.90%

TABLE 2.11: EMPLOYMENT, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

EDUCATION

Economic conditions in a community are often analyzed through indicators such as per capita income, median and average household incomes, employment rate, educational attainment, labor force participation, and poverty rate, but there may be correlations as well between income performance and educational attainment.

As shown in Table 2.12, in 2014, it is estimated that 44% of CRA Brownsville Redevelopment District residents will have received their high school diploma, while an additional 18% have attended college (with nearly 4% of the population attaining a Bachelor's Degree). In contrast, it is estimated that nearly 23% of the adults will not complete high school.

In comparison with the CRA Brownsville Redevelopment District to the county as a whole, the difference indicates lower post-secondary educational attainment. The CRA Brownsville Redevelopment District leads the county with the percentage of adults who have attended high school but did not receive a diploma.

EDUCATIONAL ATTAINMENT	BROWNSVILLE CRA (population 25+ in 2014)	ESCAMBIA COUNTY (population 25+ in 2014)
Less than 9 th grade	7.29%	4.03%
Some High School, no diploma	15.75%	8.81%
High School Graduate (or GED)	44.19%	29.00%
Some College, no degree	17.69%	24.49%
Associate Degree	8.44%	10.40%
Bachelor's Degree	4.03%	14.77%
Master's Degree	1.77%	6.33%
Professional School Degree	0.45%	1.32%
Doctorate Degree	0.40%	0.85%

TABLE 2.12: EDUCATIONAL ATTAINMENT, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

INCOME

In 2014, residents of the CRA Brownsville District, on average earned 59.72% less than a resident residing elsewhere in Escambia County. This is a significant difference since the difference in median income in Brownsville is more than half of the median income than in the county as a whole. There is a higher percentage of residents in the \$15,000 - \$24,999 income range than compared county-wide.

This data clearly indicates the inability of the typical resident living within the CRA Brownsville Redevelopment District to afford a new house or to rehabilitate an existing home. This also attributes to the homes in the District being mostly rental properties since those types of homes tend to be lower income properties.

In areas where the income brackets are lower than the average, there is an increase in crime, increased code violations, residents that do not own personal vehicles and a lack of affordable housing.

INCOME BRACKETS	BROWNSVILLE CRA	ESCAMBIA COUNTY
2015 Estimated Income	\$31,186	\$58,243
2014 Median Income	\$26,417	\$45,453
<\$15,000	27.81%	15.44%
\$15,000 - \$24,999	19.74%	12.08%
\$25,000 - \$34,999	17.30%	13.48%
\$35,000 - \$49,999	19.13%	15.82%
\$50,000 - \$74,999	10.01%	17.37%
\$75,000 - \$99,999	4.43%	12.13%
\$100,000 - \$124,999	1.23%	5.68%
\$125,000 - \$149,000	0.17%	2.68%
\$150,000 - \$199,000	0.13%	2.93%
\$200,000-\$249,000	0.05%	0.95%
\$250,000-\$499,000	0.00%	1.12%
\$500,000+	0.00%	0.33%

TABLE 2.13: INCOME BRACKETS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

CRIME

It is not difficult to establish an understanding of crime trends in the CRA Brownsville Redevelopment Area (Table 2.14). The data shows in 2012 there was a crime spike and it was a particularly bad year in nearly every respect; murder, aggravated assault/battery, burglary/break-and-enter, larceny, motor vehicle theft and narcotic charges were the highest in recent memory or above average. Those numbers have slightly declined in more recent years

and could be a direct result of more residential street lights, paid for by the CRA on an annual basis and crime prevention sweeps conducted by the Escambia County Sheriff's Department, as indicated in 2014.

TOTAL INCIDENCE OF CRIME Location	2008 Reports	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports
Brownsville CRA (pop. 6,930)							
Murder/Negligent Manslaughter	3	0	1	2	3	2	0
Forcible Sex Offenses	18	22	20	26	15	28	23
Robbery	68	95	93	67	74	71	57
Aggravated Assault/Battery	129	146	145	136	138	129	114
Burglary	239	307	267	267	301	329	248
Larceny/Theft	284	259	332	389	340	317	315
Motor Vehicle Theft	83	76	60	74	54	73	58
Narcotics	143	197	238	192	239	211	158
Prostitution	39	53	16	23	16	29	1
Total	1,080	1,257	1,288	1,256	1,280	1,273	1,062
Escambia County (pop. 309,630)							
Murder	18	15	26	14	15	23	18
Forcible Sex Offenses	225	307	313	272	264	224	234
Robbery	554	534	461	463	412	370	306
Aggravated Assault/Battery	1,420	1,392	1,128	1,033	1,269	1,169	1,203
Burglary	2,417	2,610	2,665	2,600	3,156	2,776	2,356
Larceny/Theft	6,364	6,593	7,271	7,543	7,579	7,588	6,908
Motor Vehicle Theft	687	630	519	858	550	654	554
Narcotics	1,369	1,526	1,458	1,641	1,701	1,600	1,122
Total	13,054	12,607	13,841	14,424	14,946	14,404	12,701

TABLE 2.14 TOTAL INCIDENCE OF CRIME IN BROWNSVILLE AND ESCAMBIA COUNTY, ESCAMBIA COUNTY SHERIFF'S OFFICE

CHAPTER 3: CONCEPT PLAN

CONCEPT PLAN PHILOSOPHY

This chapter presents the Concept Plan for future land use and redevelopment within the CRA Brownsville Redevelopment Plan. The Concept Plan elements were conceived based on the priority issues and assets identified during the public workshops and surveys. The Concept Plan presents a general outline of the recommended elements for redevelopment of the CRA Brownsville Redevelopment District followed by a brief description of the objectives and the recommended action strategies to achieve these objectives. The Concept Plan elements were developed with consideration of previous and related plans for CRA Brownsville Redevelopment District. The Concept Plan serves as the foundation for future policy decisions by the County. The following general principles form the basis for recommendations and strategies contained in the Concept Plan:

- The Plan identifies, in general, where future land use changes and redevelopment activities should occur to make best use of limited resources and attract desirable businesses and reinvestment.
- The Plan offers a comprehensive strategy from which the Community Redevelopment Agency can plan its activities for the Brownsville Redevelopment Area.
- The Plan recommends nodal redevelopment patterns that help create definition throughout the Brownsville Redevelopment Area and will help scale neighborhoods to smaller and more accessible levels.
- The Plan emphasizes public safety and the passive means that help achieve this; i.e., street lighting, CPTED design, signage, etc.
- The Plan considers business development, particularly small-scale and local enterprise, as the future economic foundation for the Brownsville Redevelopment Area.

In summary, the Concept Plan supports desirable social, physical and economic development strategies as expressed by community stakeholders, including:

- Improving physical conditions and visual character of the area's primary transportation corridors.
- Encouraging infill, renovation, reconstruction and enhancement of single-family residential areas.
- Creating natural centers of social, entertainment, and retail activity that help anchor neighborhoods and form gateways into Brownsville.
- Promoting denser and fuller commercial development on Brownsville main commercial corridors.
- Appropriately buffering non-harmonious adjacent land uses in order to preserve residential character and help stabilize property values.
- Identifying appropriate locations in the Redevelopment District to introduce mixed-use developments through adaptive reuse, new infill construction and future land use revisions.
- Enforcing code regulations as they apply to housing and property upkeep, visual blight, and safety requirements.
- Enhancing the pedestrian orientation of the CRA Brownsville Redevelopment District by increasing its pedestrian traffic.
- Providing infrastructure, especially sanitary sewer connections to enable infill development of single-family homes and commercial businesses.
- Devising strategies to support increased home ownership and improved housing rehabilitation efforts such as soft second mortgages and low-interest loans without income restrictions.

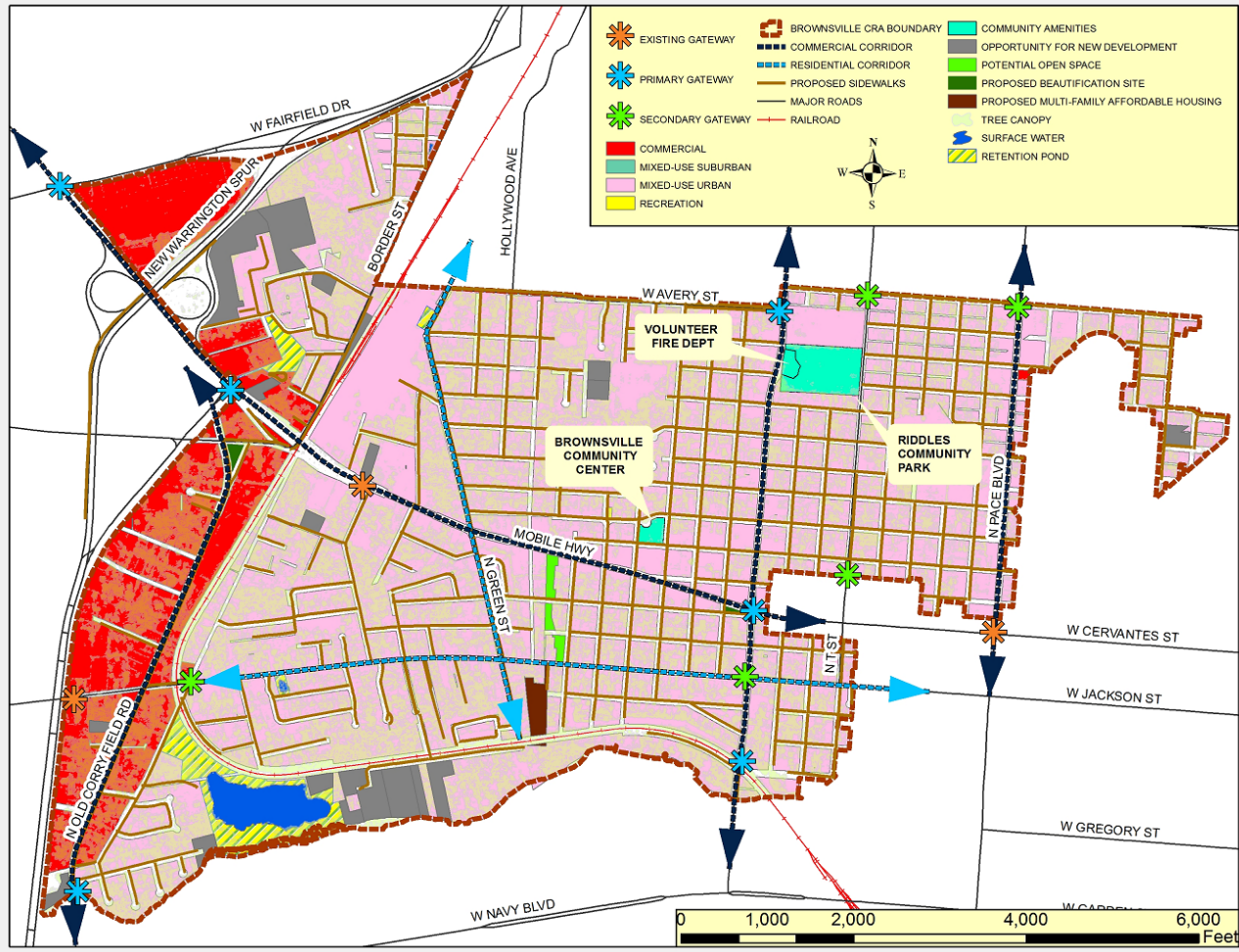


FIGURE 3.1: CONCEPT PLAN FOR THE BROWNSVILLE REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS, CRA STAFF

CORRIDORS

Primary corridors serve as major access routes for vehicular and pedestrian movement. Highly visible and easily accessible business locations are essential components of market development, and effective traffic circulation is an important factor. Primary corridors carry the largest amounts of traffic and are the most recognizable and convenient routes. Integration of transportation and land-use considerations become important in designing primary corridors that are effective at moving traffic, allowing curbside access, and presenting an appealing and welcoming image to motorists and pedestrians alike. Collectors typically are designed for lower speeds and shorter distance travel. Collectors are typically two-lane roads that collect and distribute traffic to/from the largest of proportion of total traffic.

Existing conditions on the Redevelopment District’s primary corridors are largely deficient in terms of infrastructure quality, commercial activity, personal safety, and aesthetic character. These deficiencies must be addressed in order to create the conditions that will lead to reinvestment in the Redevelopment Area. The Concept Plan identifies three primary corridor types within the Brownsville Redevelopment Area that could potentially act as catalysts for the redevelopment of the district. These corridors/collectors are:

1. Primary Commercial Corridors:

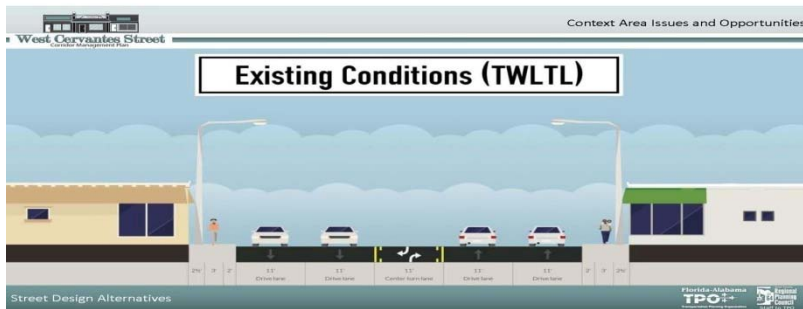
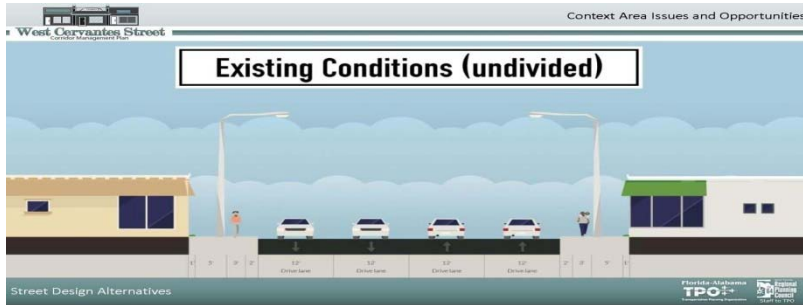
West Fairfield Drive/Mobile Highway/West Cervantes Street/ W Street and North Pace Boulevard

2. Neighborhood Commercial Corridors

West Jackson Street/North Old Corry Field Road and Lillian Highway

3. Neighborhood Collectors

Border Street/West Avery Street and North T Street



Source: WEST CERVANTES STREET CORRIDOR MANAGEMENT PLAN-12/2015

PRIMARY COMMERCIAL CORRIDORS

Mobile Highway is the primary west-east route through the CRA Brownsville Redevelopment District. Land use along Mobile Highway is primarily commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and institutional uses. There are several prominent Asian stores; including Asia Oriental Market and Bien Dong Oriental Market located on Mobile Highway in the heart of the District. Brownsville Ornamental Iron Works, Inc., (AKA Brownsville Welding) is also situated on Mobile Highway and has been in the same building since the early 1930's.

Although traffic is heavy during peak hours, a significant road improvement with traffic calming devices for Cervantes Street/Mobile Highway through the Redevelopment District would improve safety for vehicles, bicycles and pedestrians.

Adjacent to Mobile Highway, West Fairfield Street is a primary route covering a small portion of the northeast boundary of the CRA Brownsville Redevelopment District. North Pace Boulevard provides a heavy commercial and light Industrial corridor from West Avery Street to West Strong Street and serves as the gateway to the eastern border of the District.

Objective: Integrate existing commercial development into the functional and aesthetic framework of the redevelopment vision that retains the economic benefits of these uses, while improving their visual impact. Establish an identity for the corridor and stimulate quality development in the CRA Brownsville Redevelopment District.

Action Strategies:

- Initiate physical improvements to enhance the overall visual appearance of the commercial corridor. These include constructing elements such as landscaped medians, street lighting, sidewalks, and shared access to adjacent uses.
- Concentrate and consolidate existing commercial uses to prepare for any new development and use the services of a real estate agent and/or the County’s land management team to acquire and assemble land for the development of large marketable retail or office sites.
- Identify priority sites for developing neighborhood retail and entertainment centers. These centers would centralize important neighborhood features, such as grocery stores, banks, dry cleaners, restaurants, etc.
- Encourage the possibility of providing business owners and developers with incentives such as a tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Encourage adaptive reuse of underutilized and obsolete commercial uses wherever possible.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Advocate to expand and/or complete sewer infrastructure to all properties along the corridor.



EXISTING CONDITION: -MOBILE HIGHWAY AND W STREET, GOOGLE MAPS



PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A PRIMARY COMMERCIAL CORRIDOR, WEST CERVANTES STREET COORIDOR MANAGEMENT PLAN.



EXAMPLE OF A TYPICAL SECTION OF WEST CERVANTES STREET-REBALANCED, CREDIT: IBI GROUP, INC.

NEIGHBORHOOD COMMERCIAL CORRIDORS

Preserving neighborhood character and unity was mentioned as being important to the residents of Brownsville. In December, 2015, the Florida-Alabama Transportation Planning Organization began gathering information for a study to address improvements along Cervantes Street and Mobile Highway. These improvements would begin at A Street and run west to Dominguez Street. The only portion contained within the CRA Brownsville Redevelopment District, runs along Cervantes Street (AKA Mobile Highway), west, from W Street to Dominquez Street. The purpose of the study is to identify operational and access management improvements needed to support all modes of transportation within the Commercial, High Commercial/Light Industrial and High Density Mixed Use areas. This study will focus on traffic capacity, public transit and bicycle/pedestrian access and flow. Preserving neighborhood character and unity has been mentioned as important to the residents of Brownsville, and the results of this study should provide insight into improvements upon the existing character of the roadways for safety purposes and traffic calming objectives, providing there is sufficient right-of-way to support development.

Residential streets provide pivotal links between different neighborhoods, between different uses in the same neighborhoods, and form the road network that residents use to interact with each other. Their character is generally leisurely; narrow laneways, on-street parking, and tree canopies combine to create a sense of tranquility that is unavailable on busier roadways. Streets with mixed commercial and residential uses, such as West Jackson Street., require modified strategies to properly manage their character and uses. Also, in certain cases, pedestrian infrastructure is deficient or missing, and without a safe or comfortable pedestrian environment, it is unlikely that such streets will be utilized by local residents.

Neighborhood Commercial Corridors for the CRA Brownsville Redevelopment District include West Jackson Street running east to west from North T Street to Old Corry Field Road, which includes a small portion of Lillian Highway. Lillian Highway and West Jackson Street encompass a portion of the western border of the District.



EXISTING CONDITION: WEST JACKSON STREET, GOOGLE MAPS



EXISTING CONDITION: OLD CORRY FIELD ROAD AND LILLIAN HIGHWAY, GOOGLE MAPS

Objective: Transform the functional and visual character of the streets as primary neighborhood commercial corridors at a scale that is pedestrian friendly and compatible with the residential neighborhoods. Encourage private sector investment that addresses the needs of the neighborhood.

Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential corridors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds. Tree canopy, landscaping, street lighting, sidewalk repair and construction, and vegetative screens to hide undesirable views are all appropriate.
- Encourage neighborhood commercial development that is compatible with the adjacent uses.
- Encourage the possibility of providing business owners and developers with incentives such as tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Focus redevelopment efforts at neighborhood gateway intersections.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.

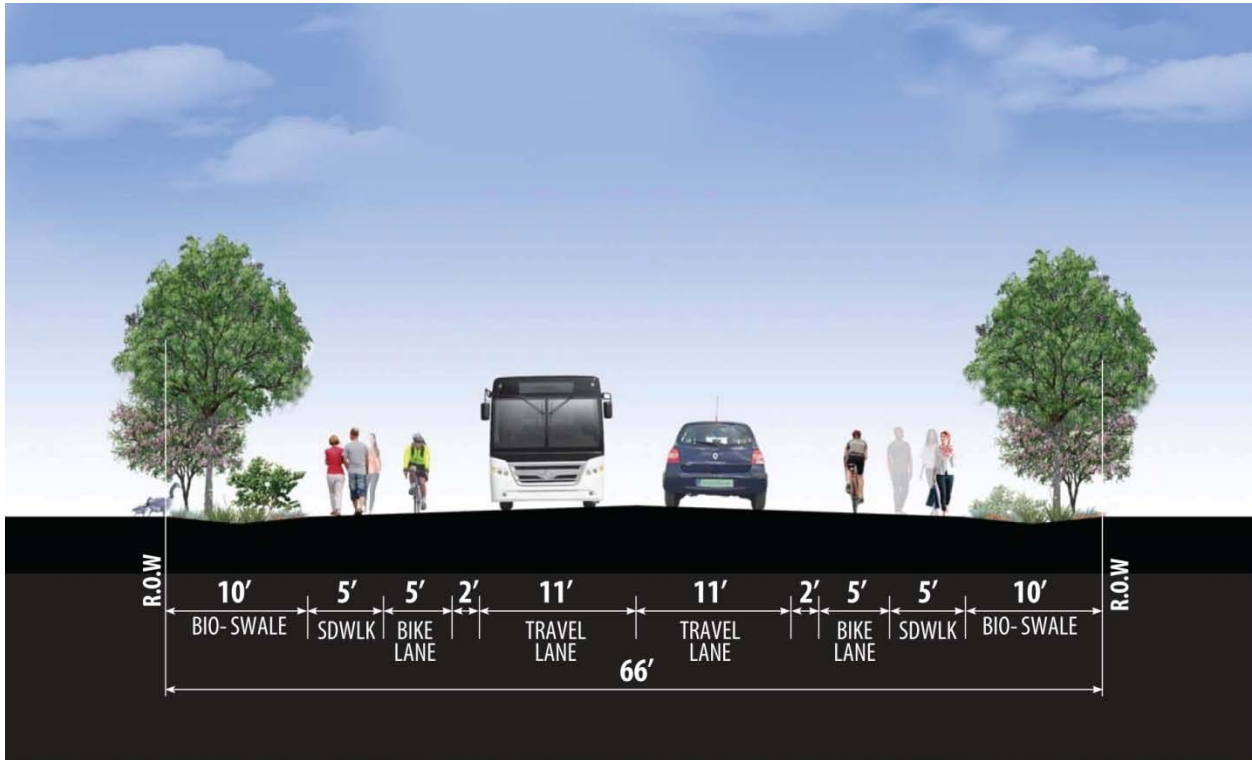
IMPLEMENTATION OF THE WEST CERVANTES CORRIDOR MANAGEMENT PLAN

In December, 2015, the Florida-Alabama Transportation Planning Organization (TPO), held a public workshop to gather public input regarding the West Cervantes Corridor Management Plan. A second public meeting was held on April 28, 2016. The study will be completed in October, 2016. The information gathered will be placed into a draft plan that will go before the Florida-Alabama TPO for review. The Plan will then go back to the TPO for consideration of adoption at another meeting. The TPO will go before the advisory committees, the Technical Coordinating Committee and the Citizens Advisory Committee. Construction for this project is not planned or funded at this time. The CRA will coordinate with the conclusion of the plan with other local agencies to implement proposed improvements.

The West Cervantes Street Corridor Management Plan focuses on five goals and addresses many of the issues that were expressed at the Envision Brownsville public meetings:

- Multimodal improvements
- Enhance walkability

- Improve key corridor gateways (North Pace Blvd.)
- Improve north to south connectivity
- Improve workforce through corridor commercial revitalization



EXAMPLE OF A RESIDENTIAL ROAD IMPROVEMENT, ATKINS GLOBAL N. PALAFOX CORRIDOR MANAGEMENT PLAN, 2015

NEIGHBORHOOD COLLECTORS

A vital neighborhood collector runs almost the entire span of the CRA Brownsville Redevelopment District. West Avery Street creates a logical west-east connection through the district and is the northern border of the CRA Brownsville District.

West Avery Street provides access to neighborhoods on the southern side from Border Street to North J Street. North Green Street connects neighborhoods running south of West Avery Street to north of West Jackson Street.

Border Street is located within a small portion of the CRA Brownsville Redevelopment District and runs north to south from Lillian Highway, north to West Yonge Street which defines the northeastern edge of the area. Another neighborhood collector in the district is North T Street from West Avery Street to West Strong Street. This collector provides access to the district from West Avery Street to Mobile Highway.

Objective: Maintain and improve the residential character of the neighborhoods. Connect important neighborhood destinations. Enhance the community's sense of place and identity by establishing higher quality architectural design standards in the residential areas.

Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential collectors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds.
- Encourage adaptive reuse of vacant properties that is compatible with the neighborhoods.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire length of the collector.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A NEIGHBORHOOD COLLECTOR, IBI GROUP

GATEWAYS

Gateways are important visual landmarks that reinforce the entrance into a geographic area. They commonly make use of a combination of complementary elements to create a pleasing and welcoming image to residents and visitors. Such elements include signage, landscaping, hard scape features like fountains or plazas, outdoor kiosks or vending stalls, and various forms of retail or dining activity. Gateways, when designed in this manner, help to provide focal points for people to spend time away from work or home. In addition to serving as landmarks, they can be zones of social and retail/dining activity for local residents.

In the CRA Brownsville Redevelopment District, there are considered to be approximately seven intersections where gateways of primary and secondary magnitude could eventually be improved. The primary ones are located at major intersections, while the secondary ones serve largely residential blocks.

PRIMARY GATEWAYS

All primary gateways can be designed and developed on common principles, with particular strategies added to each gateway appropriate to the area around it. The implementation of any of these town-center gateways will require close cooperation between the public and private sectors. Escambia County and various state and federal agencies must ensure that public utilities, rights-of-way, zoning requirements are able to accommodate the proposed primary gateways.

Proposed primary gateway locations:

- Mobile Highway at New Warrington Road

- Mobile Highway at Shoemaker Street
- Mobile Highway at North W Street
- Mobile Highway at W Fairfield Drive



EXAMPLE OF AN EXISTING BROWNSVILLE PRIMARY GATEWAY SIGN, PHOTO: GOOGLE MAPS

SECONDARY GATEWAYS

Secondary gateways are intended to highlight the instance of entering a particular neighborhood or district. In these cases, signage, landscaping, and paving are combined in ways that draw attention to the intersection and the streets that lead to it. For example, Mobile Highway is selected as an ideal street to build secondary gateways in Brownsville. It is located parallel to busy West Jackson Street, representing an important opportunity to brand the entrance into the CRA Brownsville Redevelopment District along a lower-speed corridor.

Proposed secondary gateway locations:

- West Jackson at North T Street
- West Jackson at North W Street
- West Jackson at Green Street

Objective: Create additional entrance gateways at critical intersections to create a sense of arrival and neighborhood identity for the CRA Brownsville Redevelopment District.

Action Strategies:

- Install unique landscaping elements and signage directing people to the Brownsville Community.
- Prioritize construction of gateway improvements in conjunction with other planned improvements.
- Establish directional signage programs announcing the entrance to the Brownsville Neighborhood at the identified prime entry points.
- Continue to bury utilities during new construction where feasible to provide safe pedestrian access and improve visual qualities.
- Ensure a coherent design for all the proposed gateways with an integrated landscaping and unified signage theme.



EXAMPLES OF NEIGHBORHOOD GATEWAY DESIGNS. CREDIT: IBI GROUP, INC.

COMMUNITY AMENITIES

Existing community amenities in the CRA Brownsville Redevelopment District are extremely limited. It is proposed in the updated Redevelopment Plan to emphasize new open space, park facilities and amenities that encourage outdoor recreation and social interaction.

Brownsville has one Community Park: a 5-acre athletic park located right next to T & W Flea Market. The Plan generally provides for additional open space through the development of neighborhood parks as discussed in Chapter 3.

Community amenities could also be improved at other existing facilities, such as the current Brownsville Community/Resource Center. The Community Center is centrally located in the CRA Brownsville District and is currently being renovated to provide necessary amenities and programs that would benefit the art culture, senior citizens, children and the undereducated that reside within the community. Joint-use opportunities will be explored by the Community Redevelopment Agency and local citizens, businesses, property owners and stakeholders.

Objective: Strengthen and enhance the system of parks, trails and open space in the neighborhood providing recreational opportunities for residents of the CRA Brownsville Redevelopment District. Such amenities will be readily accessible and serve to improve the quality of life for residents.

Action Strategies:

- Strategically locate neighborhood parks/pocket parks that will enhance neighborhood recreational opportunities. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Upgrade the current park (Raymond Riddles) providing additional amenities.
- Increase the number of neighborhood groups and strengthen neighborhood group collaboration.



EXAMPLES OF A TYPICAL ESCAMBIA COUNTY PARK IMPROVEMENT, PHOTO: CRA STAFF

REDEVELOPMENT STRATEGIES

This section of the plan highlights five particular redevelopment opportunities that could have far-reaching positive impact on the Redevelopment District:

- Commercial Redevelopment and infill
- Infill opportunities for Single and Multi-Family Housing
- Enhancement of the industrial District
- Public Health and Safety
- Encourage Citizen Groups and Civic Pride

COMMERCIAL REDEVELOPMENT AND INFILL

Over 20% of the CRA Brownsville Redevelopment District is vacant, representing a good opportunity for development of underutilized areas and infill development for new businesses.

The concept map (on page 39) identifies vacant parcels that are 1-acre and larger in size. These vacant parcels create opportunities for new development to occur.

Objective: Encourage the redevelopment and infill development of vacant properties with commercial potential. Such economic growth would benefit both the CRA Brownsville Redevelopment District and Escambia County as a whole.

Action Strategies:

- Continue the Sign Grant and Commercial Façade, Landscape & Infrastructure Grant programs. Funding through the Brownsville Tax Increment Financing (TIF) reimbursement process and the Community Development Block Grant (CDBG), will allow residents and business owners to redevelop/revitalize properties. These grant programs match property owners by matching dollar for dollar, up to a certain amount or, if the amount of the TIF allows, consider expanding the maximum match to a higher amount.
- Meet with developers to discuss what the County can do to help promote commercial growth in the CRA Brownsville Redevelopment District.



EXAMPLE OF A COMMERCIAL FAÇADE GRANT RECIPIENT, PHOTO: CRA STAFF



EXAMPLE OF A COMMERCIAL SIGN GRANT RECIPIENT, PHOTO: CRA STAFF

INFILL OPPORTUNITIES FOR SINGLE AND MULTI-FAMILY HOUSING

There are several smaller undeveloped tracts in the CRA Brownsville Redevelopment District that can be utilized for urbanized neighborhoods with single-and multi-family homes. This development can be done in phases of residential construction to prevent congested areas and to promote multi-family housing. As Escambia County continues to grow its economy, new residential development will follow.

The Community Redevelopment Agency works with partners such as Escambia County Neighborhood Enterprise Division, Habitat for Humanity, and Community Enterprise Investments, Inc., to coordinate the creation of new affordable housing opportunities. By partnering with a wide variety of agencies and non-profits, a greater pool of funding is available for home repairs and construction.



EXAMPLE OF A LOW-INCOME QUALIFIED HOME REPAIR IN THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM. PHOTO: CRA STAFF

Objective: Encourage the redevelopment and infill development of vacant properties with residential potential.

Action Strategies:

- Work with local partners to increase the affordable housing opportunities in the CRA Brownsville Redevelopment District.
- Create community amenities, beautification and streetscapes to make the district a more attractive place to live.
- Use TIF funds to expedite funding of infrastructure improvements in the CRA Brownsville Redevelopment District.



VACANT PROPERTY OFF OF BRAINARD STREET, PHOTO: GOOGLE MAPS

ENHANCEMENT OF THE INDUSTRIAL DISTRICT

Light Industrial uses in the CRA Brownsville Redevelopment District are mostly clustered in the area along Mobile Highway, running north to south on W Street and North Pace Blvd. Light industrial uses are also clustered along the New Warrington Spur and Old Corry Field Road. These industrial uses are important economic engines for the community and should be protected by residential encroachment with enhanced buffering and dense landscaping. The CRA offers matching grants up to \$10,000 that could be used to improve a landscape buffer for the businesses seeking grant assistance.

Objective: Promote and protect the industrial uses and vacant parcels with a Future Land Use that supports heavy and light industrial jobs.

Action Strategies:

- Promote the CRA’s Commercial Façade, Landscape and infrastructure grant to local businesses as a means of improving the buffering of residential uses. Also use this grant program to help businesses improve the appearance and infrastructure needs to improve the attractiveness of the industrial areas.
- Work with the local and regional Chamber of Commerce to promote infill development on remaining vacant parcels that are zoned for Industrial uses.



EXAMPLE OF A LIGHT INDUSTRIAL BUSINES ON DOMINQUEZ AND BLOUNT STREET, PHOTO: GOOGLE MAPS

PUBLIC HEALTH AND SAFETY

Crime and the perception of crime in the CRA Brownsville Redevelopment District create a negative perception, especially in terms of drugs and prostitution and is a major impediment to revitalization for the district and the surrounding areas. As shown in Table 2.15, the incidence of crime, both violent and property, continue to be on the high end.

The Escambia County CRA, the local Brownsville Community and the Brownsville Neighborhood Groups continue to work towards the common goal of decreasing and/or eliminating the high crime rates by implementing a comprehensive strategy addressing the need for additional law enforcement, community policing, prevention, intervention and treatment, neighborhood and economic development.

Objective: The CRA will continue to work with the Escambia County Sheriff’s Department, Brownsville Neighborhood Groups, Area churches, Commercial businesses and community stakeholders.

Action Strategies:

- Seek to have a Sheriff sub-station located within the Brownsville CRA District.
- Promote representatives from the Escambia County Sheriff’s Department to conduct regular clean-sweeps of the Brownsville area.
- Seek ways to provide counseling for drug abuse and interventions and provide resources for treatment.
- Continue to solicit assistance from citizens for code enforcement violations.
- Support Crime Prevention Programs throughout the community.
- Continue to provide residential and commercial street lighting for safety.
- Install additional sidewalks for pedestrian safety.



EXAMPLE OF SIDEWALK INSTALLATION, PHOTO: GOOGLE MAPS



EXAMPLE OF RESIDENTIAL STREET LIGHTING, PHOTO: GOOGLE MAPS

ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

Citizen involvement in the redevelopment of a designated district is critical to its success. Citizen groups, such as neighborhood watch groups or other civic-minded organizations are a great way to advocate for improvements to elected officials. Motivated neighbors also are a great resource to get small projects completed whether it is helping someone paint a house or hosting a park clean-up day. These neighborhood groups will receive support and guidance from Escambia County to maximize their effectiveness in the community.

In the past, the Escambia County CRA hosted a Neighborhood Leadership Summit for the Presidents, Vice-Presidents/Chairs of the neighborhood groups in all of the CRA districts. The Summit provided an opportunity to network, exchange information, and learn new ideas/skills. The CRA hopes to continue this practice in the future which will include leaders from the CRA Brownsville Redevelopment District.

Annual festivals are a great way for neighbors to meet and greet each other. In 2012, the Escambia County CRA, in partnership with Artel Art Gallery and Lamar Advertising introduced the Mural Project to encourage revitalization and pride within the Brownsville Community through Art. Beginning in 2014, the Escambia County CRA held its first annual festival in the Brownsville Redevelopment District; Celebrating Brownsville. The festival included music, food, an art exhibition, vendors and resourceful information. There have been two successful festivals since and future annual festivals should be scheduled as neighborhood groups and the local community become more involved.

Objective: Help foster a sense of civic pride in the CRA Brownsville Redevelopment District through neighborhood groups, beautification projects, neighborhood meetings and festivals.

Action Strategies:

- Work with residents to establish community groups and provide support to help those groups have maximum effectiveness in their community.
- Host an annual Neighborhood Leadership Summit and invite leaders from all CRA Redevelopment areas in Escambia County and the City of Pensacola.
- Work with residents to gauge support for an annual festival or continual block parties.



CELEBRATING BROWNSVILLE FESTIVAL, 2016, PHOTOS: COUNTY STAFF

RESIDENTIAL PRESERVATION AND ENHANCEMENT

The CRA Brownsville Redevelopment District contains over nineteen neighborhoods. The housing condition is fair with a number of dilapidated homes scattered across the district. In addition, crime and public safety are also concerns of the community. The efforts to revitalize the area and improve the quality of life should be supported by harmonizing efforts to revitalize and preserve existing neighborhoods and create new ones. The Plan calls for continued neighborhood improvements to create a strong, safe and vibrant community.

To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as the CRA's Residential Rehabilitation Grant to encourage housing restoration across the Redevelopment District, and continuing to collaborate with non-profit organizations and faith-based institutions. To improve neighborhood connections and pedestrian walkability, the Plan suggests enhancing the existing neighborhood character, continuing with public realm improvements to provide a safe and aesthetically pleasing environment, and in particular, improving the connections with area local schools, parks, Community Centers and other neighborhood destinations. The Plan also recommends pursuing new development opportunities in the neighborhood to develop pocket parks and multi-family housing development through land assembly and acquisition, where possible.

Objective: Preserve and enhance the residential character of the neighborhood through investment in public infrastructure and by establishing or promoting programs which supports investments in residential renovations and redevelopment of existing properties.

Action Strategies:

- Continue to utilize the residential improvement grants to encourage housing rehabilitation across the Redevelopment District.
- Follow residential design standards for building renovations and infill development.
- Acquire additional lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available as a result of the demolition may be used for infill housing development or neighborhood parks.
- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures.
- Continue to provide financial assistance to further sewer system expansion throughout the Redevelopment District together with ECUA and developer funding.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.

- Initiate community-based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the Redevelopment Area.
- Support enhanced law enforcement.
- Support neighborhood promotional programs and needs.



EXAMPLE OF A RESIDENTIAL REHABILITATION GRANT RECIPIENT, WINDOW REPLACEMENT, PHOTO: CRA STAFF



EXAMPLE OF A RESIDENTIAL REHABILITATION GRANT RECIPIENT, NEW ROOF INSTALLATION, PHOTO: CRA STAFF

CHAPTER 4: CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS

Capital investment in improvement projects, including pedestrian-targeted improvements, will help to achieve the goals and desires of the Brownsville community. It is through such projects that Escambia County will enhance the functional and aesthetic quality of the CRA Brownsville Redevelopment District and provide the basis for leveraging private redevelopment investment. The table below presents a list of proposed capital projects and programs that could be pursued by Escambia County to implement the recommendations of updating this Redevelopment Plan.

The strategies herein are divided into short-term (within 5 years), mid-term (5 to 10 years), and long range (+10 years) time horizons to help facilitate budgeting and provide a guide to what projects may be considered a higher priority at first. It is important to note that these proposed capital improvement strategies are not a pledge of expenditure of funds on a given project in a given year. Actual funding allocations will be determined annually through the County's budget process. Also, as years pass, priorities may change and the capital improvement strategies may need to be amended to reflect any changes.

County funds will be used to leverage grants and commercial financing to accomplish a substantial number of capital improvements and planning activities. With successful revitalization, Escambia County should see a substantial increase in the tax base and realize a healthy return on its investment through increased ad valorem tax revenues, sales tax receipts and other formulated revenue sharing programs.

The CRA Brownsville Redevelopment District Plan contains several projects consisting of public, private and joint public/private efforts that may take up to twenty years to complete. It is essential that the County incorporates a sound project implementation strategy when identifying priorities. The community should understand that the County will be pursuing multiple elements of the Redevelopment Plan at all times, and it is important to note that the summary of capital implementation strategies on this page is flexible in nature. It is the best estimate of project costs based on a measure of the order of magnitude for projects in relation to anticipated revenues. As a matter of practice the County will continue to prepare annual budgets as well as establish five-year and long-range work programs for budgetary and administrative purposes. Ultimately project costs will be refined during the design and construction phase of any given project.

FUTURE CAPITAL IMPROVEMENTS: ONGOING, SHORT, MID, AND LONG-TERM (LISTED IN ORDER OF PRIORITY)

Project	Description	Estimated Costs	Funding sources	Status
Residential Street Lighting				
Street Lighting for safety	Continue to fund street lighting within the CRA District	\$69,341 (annually)	CDBG/SNP/TIF	Ongoing.
Neighborhood Improvements				
CRA Worker Program	Employs local residents to perform landscaping maintenance.	\$32,817	TIF/SNP	Ongoing.
Conduct "Clean Sweeps" and neighborhood clean-ups	Schedule on a continual basis.	\$9,178.00 (2011-current)	CDBG/SNP/TIF	Ongoing.
Remove Neighborhood blight/slum	Continue to work with Code Enforcement for lot abatements and demolition of vacant homes	\$100,000	TIF/CDBG/SNP	Ongoing

Traffic Calming Devices				
West Cervantes Street Corridor Management Study	Study being conducted to address traffic capacity, public transit and bicycle and pedestrian access to revitalize corridors within the Brownsville CRA District.	\$100,000-Construction not planned or funded.	Florida-Alabama Transportation Planning Organization.	Ongoing.
Brownsville Community/Resource Center				
Improvements to the existing building.	Renovate the exterior and interior including the lay-out of the building to be comparable with other Community Centers.	\$3M	Escambia County/LOST	Renovations to being in August, 2016. Short-term, TBD.
Parks				
New Neighborhood Park	Construct a new neighborhood park with safe pedestrian access and adequate parking.	\$150,000	Parks Capital Improvement/TIF	Short-term, TBD.
Improvements to existing Raymond Riddles Park	Improvements TBD with public input.	\$50,000	TIF/CDBG	Short-term, TBD.
Drainage/Storm water management				
Idlewood at the Railroad Tracks	Upgrade current system/divert runoff from Green Street	\$2M	FEMA/NWFWMD	Anticipated construction Short-term, April-June 2016.
Bus Stop Improvements				
Cervantes at New Warrington Rd.	Install a bench only.	\$2,500	LOST/TIF	Short-term, 2016.
Sidewalks				
Install sidewalks	Install sidewalks from New Warrington Rd. to W. Jackson St.	\$315,000	FDOT	Short-term, 2016
	Border St. from Dogwood Dr. to Old Corry Field Road	\$242,000	LOST/TIF/CDBG	Short-term, 2017
Street/Highway resurfacing/Turn lanes				
Resurfacing	New Warrington, from Mobile Highway to N. Pace Blvd.	\$2.2M	FDOT	Short-term, 2016.
Resurfacing	Mobile Hwy from Edison Dr. to Lynch St.	\$2.0M	FDOT	Short-term, 2017.
Sewer Expansion				
East Brownsville (Phase I & II)	Connect sewer lines to 70 residences and 10 Commercial properties.	\$1.5M	LOST III	Short-term, 2017.
Street Lighting				
Install Street lighting for pedestrian safety	Install additional street lights (identified needs: Green Street., Kirk Street., W. Lloyd Street., and Shoemaker Street).	\$45,000	TIF/SNP	Short-term, TBD.

Street Corridor Beautification				
Vacant Property within the CRA District	Add community beautification.	\$100,000	TIF/CDBG	Short-term, 2017
Corridor Beautification	Create a street tree program for CRA District.	\$50,000	TIF/CDBG	Mid-term, 2018.
Nature Trails/Greenway				
Create a Nature Trail/Open Space	Use property in the Brownsville CRA District (Utility Easements, vacant land, etc.)	\$100,000	TIF/CDBG	Mid-term, TBD.
Road Improvements				
New Warrington Rd. and W. Jackson St.	Construct Northbound right lane and Southbound right turn lane on New Warrington Road: Redesign the existing northbound and southbound left-turn lanes on New Warrington Road and Extend eastbound and westbound left-turn lanes on W. Jackson to provide at least 150 feet.	\$470,000	FDOT	Mid-term, 2017/2018
Parking				
Parking places	Some parking will be addressed in the West Cervantes Street Corridor Management Plan and continues to be an ongoing issue.	\$250,000	FDOT	Mid-term, West Cervantes Street Corridor study to be completed in October, 2016.
Affordable Housing				
Frontera Circle	Reduce blight/slum. Use property for Affordable Housing with a shared community park.	\$900,000	CDBG/TIF	Mid-term, TBD.
305 Block Godwin St.	Provide for multi-family affordable housing units with a shared park/community garden.	\$9,000	CDBG/TIF	Mid-term, TBD.
Sidewalks/bicycle paths				
Install sidewalks	North W St. from Mobile Highway to Buddy's Lane.	\$150,000	TIF/CDBG/LOST	Design only- construction not funded. Mid-term, TBD.
Install sidewalks	New Warrington Road to "W" Street.	\$150,000	TIF/CDBG/LOST	Design only- construction not funded. Mid-term, TBD.
Install sidewalks that are missing throughout the remaining Brownsville CRA District	Install new Sidewalks to connect neighborhoods with primary and secondary corridors.	\$200,000	TIF/CDBG/LOST	Identified areas only, Mid-term, TBD.
Bus Stop Improvements				

New Shelters	Install new shelters as needed (benches with covers and lighting).	\$10,000	TIF/CDBG	Mid-term, TBD.
Sewer Expansion				
West Brownsville (Phase II & II)	Provide sewer available on W. Cervantes St. to Gonzales St. and Shoemaker to W Street.	\$2.5M	ECUA/Escambia County	Design completed, project start date, Mid-term, TBD.
Turn signals				
	Install turn signals at Green Street and Mobile Highway.	\$1M	FDOT/Escambia County	Long-term, TBD.
Stormwater				
Construct a new stormwater collection system	Old Corry Field Road from Border Street to West Jackson Street	\$1M	TIF/LOST/Escambia County	Long-term, TBD.
	Kirk Street, extend from West Avery Street to West Gonzalez Street and the surrounding area	\$2M	TIF/LOST/Escambia County	Long-term, TBD.
	Citrus Street.-system improvements per Warrington Study, Branch G	\$1M	TIF/LOST/Escambia County	Long-term. TBD.
Sewer Expansion				
Phased sewer (South and Central) improvements- includes lift station	Five phased project to expand sewer through-out the Brownsville CRA District	\$4M	Escambia County/ECUA	Long-term, TBD.

TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM

List of Acronyms:

CDBG	Community Development Block Grant
LOST	Local Option Sales Tax
LOGT	Local option Gas Tax
EPA	Environmental Protection Agency
TIF	Tax Increment Financing
SHIP	State Housing Initiatives Partnership
TBD	To Be Determined
FDOT	Florida Department of Transportation
SNP	Safe Neighborhood Program

CHAPTER 5: IMPLEMENTATION STRATEGIES

IMPLEMENTATION STRATEGIES

The success of the Brownsville Redevelopment updated Plan will depend on the coordinated efforts of the community's various stakeholders and agencies including the Escambia County Community Redevelopment Agency, Neighborhood Group Associations, business and property owners, and residents and stakeholders. This chapter outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that continued to be developed for the Brownsville CRD.

Implementation Functions

The implementation process can be divided into two major dimensions:

- Functional areas related to non-financing as well as financing considerations; and
- Responsible groups or agencies charged with addressing the functional areas.

Financial and non-financial considerations are equally important to the continued effective implementation of the Brownsville redevelopment plan. Non-financing considerations deal with developing an organizational framework to define the roles for various stakeholders involved in the redevelopment effort. Financing mechanisms are perhaps more easily defined, but should not be the focus until organizational elements are put into effect.

1. Non-Financing Functions

Non-financing functions fall into six general categories:

Site Assembly

The redevelopment of an urban area requires assemblage of multiple parcels of land to maximize the development potential of constrained properties. Site assembly efforts are vital in pursuing land trades and creating development partnerships to ensure controlled growth in the neighborhood. In the Brownsville CRD, the primary opportunity for economic growth lies in the redevelopment of the substandard parcels located along the area's commercial corridors and the development of the proposed primary gateways which are located in areas where site assembly is advised.

Capital Improvements

Escambia County utilizes dedicated funding sources such as the Local Option Sales Tax Plan (LOST) and Local Option Gas Tax (LOGT) to fund capital improvements such as street improvement and upgrading utilities. One area of target is to pave roads within the Brownsville CRA District that are currently non-functional.

Standards and Controls

Design guidelines and development controls for controlling future development assures tenants and developers that quality future development will occur. In addition, promotion of high-quality design for the community improves aesthetic character and raises the market value of the neighborhood.

Physical Development

This concerns the actual construction of new facilities and rehabilitation of older facilities. Physical development is dependent upon several factors, the most important of which is the ability to effectively rehabilitate existing facilities and to attract and integrate new development in concert with the comprehensive redevelopment plan



EXAMPLES OF NEW PARK EQUIPMENT AT A COMMUNITY PARK IN EACAMBIA COUNTY: PHOTO: CRA STAFF

Development Incentives

To further stimulate private investment, Escambia County provides development incentives through various means, including façade, landscape, signage, and property improvement grants; payment of impact fees; provision of site specific infrastructure improvements to address any deficiencies; participation in environmental clean-up of contaminated sites, flexibility in the application of use restrictions and increasing intensity of site use, flexible parking regulations, grants or low interest loans for life safety improvements; joint business support ventures such as district business identification signage or centralized marketing strategies.

Code Enforcement, Neighborhood Clean Ups, and Housing Rehabilitation

CRA will continue to partner with the County’s Environmental Code Enforcement Division to help reduce blight within the designated areas. Code Enforcement will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. The CRA will support and fund the initiatives of Keep Pensacola Beautiful, neighborhood clean ups, demolition and lot abatements, monitoring sites, and supporting minimum housing standards codes.



PICTURES OF A BROWNSVILLE NEIGHBORHOOD CLEAN-UP, DEBRIS TOTALED MORE THAN 83 TONS, 2016. PHOTO CRA STAFF

Property Acquisition

The CRA is authorized under F.S. 163, Part 3 to sell, lease, exchange, subdivide, transfer, assign, pledge encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. All real property acquired by the CRA in the Redevelopment Area shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act. This plan supports the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

Seasonal Lawn Maintenance

The CRA will continue to support the Seasonal Lawn Maintenance Program to remove blight and control litter along selected corridors and residential roadways by mowing and weed-eating during the high seasonal summer/fall growth periods.

2. Financing

Grants

Federal grants have long been a source of funds for development projects, especially for public improvements. Such sources as Community Development Block Grants (CDBG) and Section 108 grants are available, although the extent of their uses may diminish as the volume of the grant decreases. They have the advantage of directly mitigating development costs and their benefits are predictable and readily understood. The Section 108 loan program allows municipalities to convert a portion of the funds they will receive through the CDBG program into loans to use in economic revitalization projects. Local governments often use their current and future CDBG funds as collateral to guarantee the loans. Other sources of financing include the State Housing Initiatives Partnership (SHIP) Program, and HOME Program. All of these programs should be leveraged as much as possible.

Tax Increment Funds

Tax Increment Funds (TIF), are the increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities in a designated CRA district. Because this is a commonly relied-upon source of funding for redevelopment, it is addressed in more detail in Appendix C.

Redevelopment Bonds

Redevelopment bonds are issued by the Redevelopment Agency and approved by the County to finance renovation of specific projects, but are not guaranteed by the general revenues of the County. Anticipated TIF revenue may be pledged as the collateral for these bonds.

Private Investment

A general rule for successful revitalization is that private investment usually must exceed public funding by a factor of three to four. Private investment, therefore, is the single most important source of redevelopment funding. Such funding takes the form of equity investment and conventional real estate loans.

Project Equity Position

When a Community Redevelopment Agency takes an equity position in a project, the agency contributes cash or land to the project with a return in the form of profit-sharing. This manner of participation can reduce developer costs.

Leasing

County-owned land, buildings, and equipment can be leased to developers for projects. For the developer, this reduces the need for capital investment in land, buildings, etc. or debt service on money borrowed to finance the purchase of the same. The County would then receive lease payments deductible from the developer's income tax. Such leases may also include a purchase option.

Joint Ventures

In real estate syndication ventures, the Community Redevelopment Agency can contribute equity capital to a project, thereby reducing equity requirements from the developer and/or reducing the amount of debt service.

Through equity syndication, tax subsidy benefits can be passed on to investors in the form of depreciation, investment tax credits, deferral of taxes and capital gains.

Mortgage Write-Downs

Mortgage write-downs (funded through the Escambia County Neighborhood Enterprise Division) are a mechanism typically used to encourage residential development and home ownership in the Redevelopment Area. Funds from the agency are offered to qualified potential home buyers (low-moderate income, first time buyers, etc.) to increase their down payment, thereby decreasing mortgage payments. The Agency usually takes an ownership interest, such as a soft second mortgage, in the dwelling for a predetermined period of time to guarantee against misuse of the funds.

County support and management of the program's activities will provide the system to carry out the recommendations presented in this plan. It is necessary to establish lines of communication between all sectors of the community to positively effect change in the CRA Brownsville Redevelopment District neighborhoods. Developers and entrepreneurs will be key contributors to the success of this project. Strong public-private partnerships will be crucial to the long-term success of the redevelopment effort.

Faith-based Institutions

The CRA Brownsville Redevelopment District churches and other faith-based institutions have an important social role in the successful implementation of the redevelopment plan. Escambia County will work closely with faith-based organizations to develop community development programs that capitalize on their strengths and outreach capacity. Participation from faith-based organizations can aid in obtaining community-wide support, addressing the social service needs such as instituting daycare centers, organizing neighborhood clean-up drives and crime prevention campaigns, and encouraging youth participation in community development programs such as mentorship and job training programs to enhance their sense of responsibility.

Private Sector

Private-sector leadership can come from local banks, real estate development entrepreneurs, and property owners within the community. Local banks may provide financing for private developments and establishing a consortium to provide a revolving loan pool at below market interest rate. This activity may provide an opportunity for these financial institutions to meet their goals with respect to the Community Reinvestment Act that is designed to provide capacity building support and financial assistance for the revitalization of low and moderate income communities. Additionally, Escambia County should connect with companies dedicated to investing in local communities. A number of companies actively invest in several communities across Florida with a mission of enhancing the quality of life for the community. First Union Corporation (Northwest Florida, Lee County) and the Corporate Partners Program (St. Petersburg) are examples of programs that involve corporate investment in community development. Similar companies may exist in Escambia County.

However, in order to encourage private investment, the right set of conditions must be in place that facilitate investment and help reduce risk. Creating new business incubators and working closely with interested property owners to develop and/or redevelop vacant land and structures in accordance with the community's overall vision for the Redevelopment Area's future growth is a recommended start. Ensuring that property owners are familiar with the Brownfield development procedures and financial incentives available for Brownfield redevelopment would also help significantly.

Planning and Development Strategies

Escambia County Community Redevelopment Agency staff should be responsible for the execution of this redevelopment plan, and the following are recommendations towards such implementation:

- Prioritize and develop detailed programs for projects to implement major strategies illustrated in the Redevelopment Plan including phasing, project financing, land acquisition, land disposition, funding sources and financing.
- Contact affected property owners to determine their level of interest in participating in proposed redevelopment activities.
- Solicit the services of a realtor and/or utilize the County's community development team to devise a land acquisition strategy for potential purchases of property in the neighborhood.
- Support residential renovation and rehabilitation programs through the use of grant funding such as SHIP, CDBG, HOME, and TIF.
- Increase awareness of funding resources and program initiatives available to residents interested in improving their property as means to increasing home ownership and property values.
- Conduct traffic analysis and market feasibility studies to assess the impact of proposed projects in surrounding areas.
- Initiate discussions with the City of Pensacola to coordinate joint improvement projects planned for the Brownsville Redevelopment Area.

Housing Rehabilitation and Commercial Reinvestment Financing

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities to help spur economic development. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. A housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code, will be of particular importance. The CRA will work with the Neighborhood Enterprise Division to implement these programs.

APPENDIX A: PUBLIC WORKSHOPS

Brownsville residents and business owners were invited to participate in a series of public workshops held at the Oakcrest Elementary School Cafeteria and the Brownsville Community/Resource Center. The dates and times are listed below:

- March 31, 2016, 6:00pm-7:00pm Kick-off meeting, identify issues
- May 24, 2016, 6:00pm-7:00pm Prioritize Brownsville Community needs
- June 14, 2016, 6:00pm-7:00pm Discuss Capital Improvements needed in the area (past and present)
- July 21, 2016, 6:00pm-7:00pm Final meeting: presentation of final draft plan



CITIZENS ATTENDING THE ENVISION BROWNSVILLE WORKSHOPS, CRA STAFF PHOTO

Participants were encouraged to contribute their ideas/suggestions for updating the CRA Brownsville Redevelopment District Plan. The results of their input and suggestions are summarized below and were integrated into the overall concept plan.

At the First kick-off meeting: A Swat Analysis (Strengths, Weaknesses, Opportunities and Threats), was completed by all attendees. The analysis revealed:

Strengths	Weaknesses
<ul style="list-style-type: none"> - Brownsville has an Athletic Park (Raymond Riddles) - Brownsville has a Community Center - There is affordable housing available - Area offers a variety of housing types (duplexes, apartments, single-family homes, etc.) -If residents were properly trained, local business Owners would hire local workers - There are plenty of street lights near the Salvation Army - There is a shelter - There is a Flea Market - There is diversity in the neighborhoods - Bayou Chico - Wildlife Sanctuary - Gulf Power Easements -Church Choirs - Oscar's Restaurant 	<ul style="list-style-type: none"> - Empty store fronts - No good pedestrian system or walk-ways - Trash/debris in ROW - Not enough public transportation - Not enough housing for senior citizens or Transitional housing - No meeting space available - Housing/rentals in poor condition - No programs for kids after school - No programs for women (pregnancy prevention, parenting, building self-esteem, etc.) - No public Library - Lack of accessible parks (tennis courts, soccer fields, exercise equipment, etc.) - Lack of knowledge about the local history - Lack of Rehabilitation programs for dilapidated houses

Opportunities

- Room for development and infill
- Add more parks/community gardens/dog parks
- Better info sharing/community website
- Provide workforce training (Trade school)
- Provide incentives for workers
- Increase Code Enforcement violations
- Condemn nuisance properties
- Have a Farmers Market
- Attract new businesses (coffee shops, banks, grocery stores & medical facilities)
- Continue CRA grants
- Provide playgrounds for children
- Provide Nature Trails/green space
- Have an Arts program

Threats

- Heavy crime
- Lack of support from local law enforcement
- Lacking community outreach/resources
- Indigent problem (marketing)
- More and more abandoned vehicles
- Homeless people abundant in the area
- Poor image (violence, prostitution, etc.)
- Animals left abandoned to roam neighborhoods
- Peoples' attitudes
- No parking areas
- No traffic calming devices
- Hit and runs have increased (deaths)
- Poor drainage
- Lack of sidewalks in neighborhoods

At the second meeting: the workshop offered the opportunity for Brownsville citizens to have a question and answer session with Commissioner May and Commissioner Underhill, regarding on-going issues in the Brownsville Community Center and prioritizing other Community needs.

The third workshop built upon the SWAT analysis and information gathered in the second meeting. Attendees were tasked with identifying the short and long term improvements they felt were needed and wanted to see in the CRA Brownsville Redevelopment Area. The following needed improvements, in order of priority, were identified:

- Medical Clinic
- Children & Family Needs (tutoring computer training, afterschool programs, family & parenting counseling & playroom for parents)
- Adult Education (GED training, computers, financial tutoring, literacy, trade education, food education and workforce development)
- Seniors Care (Seniors Activity Center & Programs and Affordable housing)
- Library
- Arts (Theater production, classes, Fine Arts Room for pottery, painting, etc., Recording Studio)
- Sports & Fitness (adult, youth & children), classes & Intra Mural Teams
- Park & Garden (playground, benches, basketball court)
- Deputy residence
- Grocery store
- Bank
- Business branding
- Better code enforcement on inoperable vehicles and yard maintenance
- Crime prevention

The fourth and final public meeting allowed attendees to see an actual copy of the draft updated plan. They were provided with copies and given additional time to provide feedback.

APPENDIX B: STATUTORY REQUIREMENTS

This section addresses certain specific requirements of Chapter 163, Part III, Florida Statutes, as they relate to the preparation and adoption of Community Redevelopment Plans in accordance with Sections 163.360 and 163.362. Provided below is a brief synopsis of each subsection requirement from 163.360 and 163.362, and a brief description of how the redevelopment plan and adoption process meet those requirements.

163.360 – Community Redevelopment Plans

Section 163.360 (1), Determination of Slum or Blight By Resolution

This section requires that a local governing body determine by resolution that an area has been determined to be a slum or blighted area before a redevelopment area can be established.

Action: Escambia County previously conducted a blight study which established conditions of blight in Brownsville and designated the area as appropriate for community redevelopment.

Section 163.360 (2)(b), Completeness

This section requires that the Redevelopment Plan be sufficiently complete to address land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation of properties within the redevelopment area, as well as zoning or planning changes, land uses, maximum densities, and building requirements.

Action: These issues are addressed in Chapters 2 and 3 of the Redevelopment Plan.

Section 163.360 (2)(c), Development of Affordable Housing

This section requires the redevelopment plan to provide for the development of affordable housing, or to state the reasons for not addressing affordable housing.

Action: The Redevelopment Plan anticipates the need to maintain and expand affordable housing in the Brownsville CRA District. The Escambia County Community Redevelopment Agency will coordinate with local housing developers to seek opportunities for the development of additional affordable housing.

Section 163.360 (4), Plan Preparation and Submittal Requirements

The Community Redevelopment Agency may prepare a Community Redevelopment Plan. Prior to considering this plan, the redevelopment agency will submit the plan to the local planning agency for review and recommendation as to its conformity with the comprehensive plan.

Action: Escambia County Community Redevelopment Agency staff prepared the Brownsville Redevelopment Plan.

Section 163.360 (5), (6), (7)(a)(d), Plan Approval

163.360 (5). The Community Redevelopment Agency will submit the Redevelopment Plan, along with written recommendations, to the governing body and each taxing authority operating within the boundaries of the redevelopment area.

Action: The Escambia County Board of County Commissioners, sitting as the Escambia County CRA, will pass a resolution for the final adoption of the Plan as provided by statute. The Board of County Commissioners will proceed with a public hearing on the Redevelopment Plan as outlined in Subsection (6), below.

163.360 (6). The governing body shall hold a public hearing on the Community Redevelopment Plan after public notice by publication in a newspaper having a general circulation in the area of operation of the Brownsville Redevelopment Area.

Action: A public hearing on the Brownsville Redevelopment Plan will be held at a future date.

163.360 (7). Following the public hearing described above, Escambia County may approve the redevelopment plan if it finds that:

(a) A feasible method exists for the location of families who will be displaced from the Redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

Action: To minimize the relocation impact, the CRA will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

(d) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the redevelopment area by private enterprise.

Action: The need for, and role of, private enterprise and investment to ensure the successful rehabilitation or redevelopment of the Brownsville area is described throughout the Plan.

Section 163.360 (8)(a)(b), Land Acquisition

These sections of the statute establish requirements for the acquisition of vacant land for the purpose of developing residential and non-residential uses. The Redevelopment Plan supports future development of both residential and non-residential uses at various locations in the redevelopment area as described in Chapter 3. The Plan identifies strategies that will promote and facilitate public and private sector investment in vacant land acquisition for these purposes.

Chapter 163.362 - Contents of Community Redevelopment Plans

Every community redevelopment plan shall:

Chapter 163.362(1) Legal Description

Contain a legal description of the boundaries of the redevelopment area and the reasons for establishing such boundaries shown in the plan.

Action: A legal description of the boundaries is contained in Escambia County Board of County Commissioners Resolution R2011-68 and the Findings of Necessity report which are attached –and incorporated herein by reference.

Chapter 163.362(2) Show By Diagram and General Terms:

(a) Approximate amount of open space and the street layout.

Action: This task is achieved in the Redevelopment Plan in Chapter 2 and Chapter 3. Figure 3.1 demonstrates the location for potential areas to be preserved as open space.

(b) Limitations on the type, size, height number and proposed use of buildings.

Action: These are described in general terms in Chapter 2; however it is expected that the County's zoning ordinance and land development regulations will continue to provide the regulatory framework for any building dimension or style limitations. This redevelopment plan does not add any new limitations on the type, size, height, number and proposed use of buildings in the Brownsville Redevelopment Area.

(c) The approximate number of dwelling units.

Action: This Redevelopment plan does not include any capital improvements for the development of new housing units – therefore, no estimation of new dwelling units is included in this plan. However, based on the future land use concepts contained in the Plan, and the expressed desire to increase residential opportunities in Brownsville, it can be reasonably expected that new investment in housing will occur over time. Future developments of moderate to high density residential projects are encouraged in other areas of the redevelopment area, as well as new investment in single family infill. Residential density in Brownsville is expected to increase.

(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities and public improvements of any nature.

Action: Proposed future uses and activities of this nature are described in Chapter 2.

Chapter 163.362(3) Neighborhood Impact Element

If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas.

The Brownsville Redevelopment Area contains a significant number of dwelling units which may be considered low to moderate-income units. The Redevelopment Plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

The implementation of the Brownsville Redevelopment Plan will contribute significantly in improving the quality of life for Brownsville residents. Potential impacts are summarized below for each category required by statute: Relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

Relocation

The Redevelopment Plan as proposed supports the preservation of existing residential areas and does not require the relocation of any of the low or moderate income residents of the redevelopment area. To minimize the relocation impact, the Community Redevelopment Agency will provide support services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/ redeveloped buildings that will contain residential and commercial space.

Traffic Circulation

The implementation of the Redevelopment Plan recommendations related to streetscape improvements and traffic circulation are anticipated to positively impact the Brownsville Redevelopment Area. The primary corridor improvements, a component of the Redevelopment Plan, envisions enhancing identified roadways through streetscape improvements that encourage pedestrian mobility and improve vehicular circulation within the area.

Environmental Quality

Escambia County Community Redevelopment Agency will work closely with developers to ensure anticipated new development does not negatively affect the drainage capacity of the area, and, when feasible, support on-site provision of stormwater retention facilities for new development. The development of vacant and/or underutilized sites within Brownsville may result in minor increases in the amount of stormwater runoff which may contain pollutants. The Redevelopment Plan recommends pursuing environmental remediation in close cooperation with property owners to ensure that the pollutants are handled adequately prior to new development on identified Brownfield sites.

The County will closely monitor the capacity of the existing and planned stormwater infrastructure to ensure sufficient capacity exists, and there are no negative impacts from development. In terms of vegetation and air quality, proposed streetscape improvements are anticipated to add vegetation to Brownsville and preserve existing mature tree canopies.

No negative impact on the existing sanitary sewer is expected from implementation of the Redevelopment Plan, and expansion of said sewer may be required to spur redevelopment. If future deficiencies are projected, the County and the Redevelopment Agency will ensure that adequate capacity is available at the time of development.

Community Facilities and Services

The Redevelopment Plan presents strategies to create a number of town-center-styled gateway areas that will accommodate a diverse range of community and cultural facilities serving the needs of the local population. Existing open space/recreation facilities in Brownsville and its vicinity include: John R. Jones, Jr. Park and Old Brownsville School Park. The Plan recognizes the importance of these facilities and supports improvements of these facilities.

Effect on School Population

The Redevelopment Plan does not anticipate significantly affecting Brownsville school population. Any increase in school population is expected to be absorbed by the existing schools in the area. The Redevelopment Plan recommends streetscape improvements and sidewalks connecting the area schools to improve pedestrian safety and walkability for students and parents who walk to school. The County and the Redevelopment Agency will continue to work closely with Escambia County School Board to ensure the board's plans for area schools are consistent with the Redevelopment Plan.

Physical and Social Quality

The Plan's recommendations to continue with improvements to the existing streetscape environment, to redevelop vacant land and former industrial sites, to establish urban design and architectural standards for new development, and to continue code enforcement will have a positive impact on Brownsville's physical and visual character.

Implementation of the redevelopment plan will also improve community access to the social service network currently available to local residents. Job training, apprenticeship opportunities, and mentorship programs created through commercial and industrial redevelopment and establishment of a community center will support the development of human capital, increase employment opportunities and serve as a tool to improve the household income.

Chapter 163.362 (4) Identify Specifically any Publicly Funded Capital Projects

Publicly Funded Capital Improvements are identified in Chapter 4 of the Plan.

Chapter 163.362(5) (6) Safeguards and Retention of Control

Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Provide for the retention of controls and establishment of any restrictions or covenants running with land sold or leased for private use.

Action: The following safeguards and procedures will help ensure redevelopment efforts in the redevelopment area are carried out pursuant to the redevelopment plan:

The Community Redevelopment Plan is the guiding document for future development and redevelopment in and for the Brownsville Redevelopment Area. In order to assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this Plan, the Escambia County Community Redevelopment Agency will utilize the regulatory devices, instruments and systems used by Escambia County to permit development and redevelopment within its jurisdiction. These include but are not limited to the Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and County-authorized development review, permitting and approval processes. Per Florida Statute, Escambia County retains the vested authority and responsibility for:

- The power to grant final approval to Redevelopment Plans and modifications.
- The power to authorize issuance of revenue bonds as set forth in Section 163.385.
- The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(3), and the power to assume the responsibility to bear loss as provided in Section 163.370(3).

In accordance with Section 163.356(3)(c), by March 31 of each year the Redevelopment Agency shall file an Annual Report with Escambia County detailing the Agency's activities for the preceding fiscal year. The report shall include a complete financial statement describing assets, liabilities, income and operating expenses. At the time of filing, the Agency shall publish in a newspaper of general circulation a notice that the report has been filed with the County and is available for inspection during business hours in the office of the County Clerk and the Escambia County Community Redevelopment Agency.

The Community Redevelopment Agency shall maintain adequate records to provide for an annual audit, which shall be conducted by an independent auditor and will be included as part of the Escambia County Comprehensive Annual Financial Report for the preceding fiscal year. A copy of the Agency audit, as described in the CAFR will be forwarded to each taxing authority.

The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions and/or covenants to run with the land and its uses, or other provisions necessary to carry out the goals and objectives of the redevelopment plan.

The Redevelopment Plan may be modified, changed, or amended at any time by the Escambia County Community Redevelopment Agency after public notice and hearing. If the Plan is modified, changed, or amended after the

lease or sale of property by the Agency, the modification must be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. This means that if a developer acquired title, lease rights, or other form of development agreement, from the Agency to a piece of property within the redevelopment area with the intention of developing it in conformance with the redevelopment plan, any amendment that which might substantially affect his/her ability to proceed with that development would require his/her consent.

When considering modifications, changes, or amendments in the redevelopment plan, the Agency will take into consideration the recommendations of interested area property owners, residents, and business operators. Proposed minor changes in the Plan will be communicated by the agency responsible to the affected property owner(s).

Chapter 163.362(7) Assurance of Replacement Housing for Displaced Persons

Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

Action: As previously stated, to minimize the relocation impact, the Agency will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

Chapter 163.362(8) Element of Residential Use

Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low to moderate income, including the elderly.

Action: There are residential uses of various types and character, including, single-family, multi-family, rental units, owner-occupied units, and detached units in existence in the redevelopment area at the time of this writing. The efforts undertaken by the Agency, as described in this Redevelopment Plan, are intended to retain and enhance a high quality of residential use, particularly with regard to developing and maintaining sustainable neighborhoods. Redevelopment program activities will strive to cultivate the positive neighborhood characteristics cited by the community during public workshops and reduce or eliminate any negative characteristics.

The establishment of a revitalized and expanded residential base in Brownsville is essential to achieve a successful economic redevelopment program. Residents living within the redevelopment area will comprise components of the work force and the market, which will generate economic activity.

Chapter 163.362(9) Statement of Projected Costs

Contain a detailed statement of the projected costs of development, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment funds.

Action: Project costs and funding sources are described in Chapter 4 of the Redevelopment Plan.

Chapter 163.362(10) Duration of Plan

Provide a time certain for completing all redevelopment financed by increment revenues.

Action: The Brownsville Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area through 2046.

APPENDIX C: TAX INCREMENT FINANCING

Tax increment financing (TIF) is a tool that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. Because it is a frequently relied-upon tool for project financing, it is explored more fully here. This section presents a brief history of tax increment financing, types of expenses allowed, and TIF revenue projections that the Brownsville redevelopment area may generate in the next forty years.

History of Tax Increment Financing:

TIF was originally developed over 50 years ago as a method to finance public improvements in distressed areas where redevelopment would not otherwise occur. TIF is separate from grants or government funds, and given reductions in federal funds available for local projects in recent years TIF has increasingly developed into a primary means to finance local redevelopment.

State law controls tax increment financing. Because of this control, tax increment financing takes on a number of different techniques and appearances throughout the country. In Florida, tax increment financing is authorized in the Community Redevelopment Act of 1969, which is codified as Part III, Chapter 163 of the Florida Statutes. This act, as amended in 1977, provides for a combination of public and private redevelopment efforts and authorizes the use of tax increment financing. Under the Statutes, municipalities must go through a number of steps to establish a redevelopment area and implement a tax increment financing district for that area.

Upon approval of the governing body, a trust fund for each community redevelopment area may be established. The revenues for the trust fund are obtained by allocating any increases in taxable assessed value to the area. The current assessed value of the district is set as the base and any increases (the tax increment revenues) are available for improvements to the area. The property tax paid on the base assessed value continues to be distributed to the local governments. The tax collector collects the entire property tax and subtracts the tax on the base value, which is available for general government purposes. Of the remaining tax increment revenues, 75 percent are deposited to the trust fund. The remaining 25 percent of the incremental growth is kept by the local government as a collection fee.

Type of Expenses Allowed:

- Funds from the redevelopment trust fund may be expended for undertakings of the community redevelopment agency which are directly related to financing or refinancing of redevelopment in the redevelopment area pursuant to an approved community redevelopment plan for the following purposes, including, but not limited to:
- Establishment and operations: The implementation and administrative expenses of the community redevelopment agency.
- Planning and analysis: Development of necessary engineering, architectural, and financial plans.
- Financing: Issuance and repayment of debt for proposed capital improvements contained in the community redevelopment plan.
- Acquisition: The acquisition of real property.
- Preparation: Tasks related to site preparation, including the relocation of existing residents.

According to F.S. 163.370(2), TIF funds may not be used for the following purposes:

- To construct or expand administration buildings for public bodies or police and fire buildings unless each taxing authority involved agrees,

- Any publicly-owned capital improvements which are not an integral part of the redevelopment if the improvements are normally financed by user fees, and if the improvements would have other-wise been made without the Redevelopment Agency within three years, or
- General government operating expenses unrelated to the Redevelopment Agency.

In addition, tax increment funds cannot be spent on capital projects contained in the local government's Capital Improvement Plan for the preceding three years.

APPENDIX D: RESOLUTION AND LEGAL DESCRIPTION

The Brownsville Redevelopment Area is that real property in Escambia County with the Following described boundary:

On March 7, 1995, the Board of County Commissioners of Escambia County (hereinafter called the "board") adopted a resolution by which it found and declared that there existed in Escambia County three blighted areas; that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted area was necessary in the interest of the public health, safety, morals or welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights: that said blighted areas was appropriate for community redevelopment projects; and that there existed the need for a community redevelopment agency to function in Escambia County to carry out the community redevelopment purposes pursuant to F.S. ch. 163, pt. III, "The Community Redevelopment Act of 1969" or (hereinafter called "the Act"). Said resolution designated said blighted area as a community redevelopment area.

On March 7, 1995, the board of county commissioners adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.

On September 4, 1997, the board of county commissioners further adopted a Brownsville Neighborhood Redevelopment Plan which, among other things, adopted, subject to modification from time to time as appropriate, a plan for community redevelopment projects conducted by the community redevelopment agency.

The boundaries of the area, as amended, are described as follows:

The Brownsville Redevelopment Area is that real property in Escambia County, Florida, with the following described boundary:

"Begin at the junction of New Warrington Road and Jackson Street; continue easterly along Jackson Street to the Pensacola City limits (midway between "S" and "T" Streets); thence northerly following the Pensacola City limits to a point midway between Gadsden and Cervantes Streets; thence westerly following the Pensacola City limits to a point midway between "V" and "W" Streets; thence northerly following the Pensacola City Limits to a point midway between Strong and Desoto Streets; thence easterly following the Pensacola City limits to a point midway between "Q" and "R" Streets; thence southerly following the Pensacola City limits to a point midway between Strong and Cervantes Streets; thence easterly following the Pensacola City limits the easterly right-of-way line of the North Pace Boulevard; thence northerly along said easterly right-of-way line to an intersection with the southerly right-of-way line of West Strong Street; thence easterly along said southerly right-of-way line to a point midway between North Pace Boulevard and North "N" Street; thence northerly following the Pensacola City limits to Desoto Street; thence westerly to Pace Street; thence northerly to Gonzalez Street; thence easterly to a point midway between "N" and Pace Streets; thence northerly following the Pensacola City limits to a point 50 feet south of Brainerd Street; thence northwesterly following the Pensacola City limits to Brainerd Street; thence northeasterly following the Pensacola City limits to a point 40 feet north of Brainerd Street and midway between "N" and Pace Streets; thence northerly following the Pensacola City limits to Moreno Street; thence easterly along Moreno Street to Osceola Boulevard; thence in a clockwise direction follow Osceola Boulevard and the Pensacola City limits to the intersection of Osceola Boulevard and "L" Street; thence southerly following "L" Street and the Pensacola City Limits to Blount Street; thence easterly along Blount Street to a point midway between "J" and "K" Streets; thence southerly to a point midway between Blount and Godfrey Streets; thence easterly following the Pensacola City limits to "J" Street; thence southerly following the Pensacola City limits to a point 235 feet north of Brainerd Street; thence northeasterly following the Pensacola City limits to Moreno Street; thence westerly along Moreno Street to "J" Street; thence northerly to Mallory Street; thence easterly for 142.25 feet to the Pensacola City limits; thence northerly continuing along the Pensacola City limits to the south line of Section 17, Township 2

South, Range 30 West, thence easterly along said south line of Section 17 following the Pensacola City Limits to the point where said City Limit line turns northerly; thence northerly along said City Limit line to a point on the northerly right-of-way line of Avery Street; thence westerly along the northerly right-of-way line Avery Street to the westerly right-of-way line of "W" Street; thence south along said westerly right-of-way of "W" Street to an intersection with the northerly right-of-way line of Avery Street; thence westerly along and together with the meanderings of the northerly right-of-way line of said Avery Street and the south line of Section 16, Township 2 South, Range 30 West to an intersection with the westerly right-of-way line of Border Street; thence northeasterly along said westerly right-of-way line of Border Street to an intersection with the southerly right-of-way line of Fairfield Drive; thence westerly along and together with the meanderings of said southerly right-of-way line of Fairfield Drive to an intersection with the easterly right-of-way line of Mobile Highway; thence southeasterly along said easterly right-of-way line of Mobile Highway to an intersection with the northeasterly projection of the easterly right-of-way line of New Warrington Road; thence southwesterly to and along said easterly right-of-way line of New Warrington Road to an intersection with the northerly right-of-way line of Jackson Street and the Point of Beginning;

AND ALSO

Begin at the intersection of the easterly right-of-way of New Warrington Road and the north right-of-way limit of Jackson Street; continue easterly along said northerly right-of-way/maintenance to the Pensacola City limits (midway between "S" and "T" Streets) at the southeast corner of the west half of Block 194, West King Tract; thence southerly parallel to "T" Street, to the southern right-of-way line of La Rua Street; thence westerly along said southerly right-of-way line 150 feet to the eastern right-of-way line of "T" Street; thence southerly along said eastern right-of-way line 102.5 feet; thence easterly parallel to La Rua Street 150 feet; thence southerly parallel to "T" Street to the northeast corner of Lot 10, Block 191 of said West King Tract; thence west along the southerly right-of-way line of Belmont Street to the eastern right-of-way line of "T" Street; thence south along the eastern right-of-way line of "T" Street to the southwest corner of Lot 1, of said Block 191; thence easterly along the northerly right-of-way line of Wright Street (approximately 10') to the "Old City Limits"; thence southwesterly along the "Old City Limits" through a point 152.5 east of the northwest corner of Lot 7, Block 163 West King Tract to its intersection with the eastern headwaters of Bayou Chico; thence westerly along the centerline of Bayou Chico and its western branch to the northwestern headwaters of Bayou Chico; thence continue westerly along Jackson's Branch to the southeast corner of Block "B" Wesleyan Terrace Subdivision as recorded in Plat Book 7, at Page 7 of the Public Records of Escambia County; thence continue along the centerline of Jackson's Branch and its modern channelized extension to the eastern right-of-way line of New Warrington Road; thence northerly along said eastern right-of-way of New Warrington to the northern right-of-way line of Jackson Street and the Point of Beginning."

Less and except:

Lots 17, 18, 19, 20, 21, 22, and 23 Block 206, City of Pensacola, as per map of City of Pensacola, copyrighted by Thomas C. Watson in 1906.

In addition, the board of county commissioners made the following findings:

The police power of Escambia County alone is inadequate to accomplish the removal or elimination of the blighted area and said area has deteriorated so that mere conservation methods would not accomplish the elimination of the blighted conditions.

Private enterprise cannot alone accomplish the acquisition and redevelopment of the area in question to eliminate the blighted conditions therein because of the diversity of ownership and the inability of one or more private persons or organizations to obtain all parcels therein without the power of eminent domain; nor would such endeavor be profitable to private enterprise acting alone.

That the rehabilitation, conservation and redevelopment of the blighted area is necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County.

A Brownsville Neighborhood Redevelopment Plan report incorporated therein by reference, supported the findings that the Brownsville Neighborhood Redevelopment Area was a blighted area.

The board of county commissioners now finds that the findings, determinations, declarations and actions set forth in the Resolution and Ordinance No. 95-6 were supported by substantial evidence and were proper, that said findings determinations, declarations and actions are valid today.

Each taxing authority which levies ad valorem taxes on taxable real property contained within the Brownsville Neighborhood Redevelopment Area was furnished notice of the proposed ordinance at least 15 days prior to the date on which this matter is to be considered, as required by F.S. § 163.346.

Definitions. Unless the context clearly requires otherwise, the terms contained in this section shall have the meaning set forth in part III, F.S. ch. 163 ("The Community Redevelopment Act of 1969") hereinafter referred to as "the Act."

Establishment of redevelopment trust fund. This section provides for the funding of the Brownsville Redevelopment Trust Fund for the duration of the Brownsville Redevelopment Plan.

Pursuant to F.S. § 125.01, as amended, and *Strand v. Escambia County, 992 So.2d 150 (Fla. 2008)* there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County (hereinafter referred to as the "agency"). Pursuant to the Act, funds allocated to and deposited in this fund shall be used to finance or refinance community redevelopment projects undertaken in the Brownsville Neighborhood Redevelopment Area and when directly related to the financing or refinancing of such a community redevelopment project, may be expended for any purpose set forth in F.S. (1995) § 163.387, and as amended, including:

Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the agency;

Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted;

The acquisition of real property in the Brownsville Neighborhood Redevelopment Area;

The clearance and preparation of the Brownsville Neighborhood Redevelopment Area for redevelopment and relocation of site occupants as provided in F.S. § 163.370;

Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;

All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other forms of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes or other form of indebtedness; and the development of affordable housing in the area.

Funding of redevelopment trust fund.

For the duration of any community redevelopment project undertaken in the Brownsville Redevelopment Area pursuant to the redevelopment plan, the annual funding of the redevelopment trust fund established by subsection (4) shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and carrying out of community

redevelopment under the Community Redevelopment Act. Such increment shall be determined by resolution and shall remain in effect unless or until revised by adoption of a subsequent resolution.

Pursuant to F.S. § 125.01, as amended, and *Strand v. Escambia County*, 992 So.2d 150 (Fla. 2008) commencing upon the effective date of this section and the duration of any community redevelopment project undertaken pursuant to the Act, each taxing authority shall annually appropriate and pay on or before January 1 to the redevelopment trust fund a sum which is no less than the increment of ad valorem tax revenues as defined and determined in paragraph (a)1. and 2., above. Failure of said taxing authorities to do so shall subject the taxing authorities to a penalty equal to that anticipated by F.S. § 163.387, as amended.

The obligation of the board of county commissioners to fund the redevelopment trust fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the agency incurred as a result of a community redevelopment project, have been paid, but only to the extent that the tax increment described in this section accrues. The board of county commissioners covenants that so long as its obligation to fund the redevelopment trust fund continues, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by paragraph (b). However, the obligation of the board of county commissioners to fund the redevelopment trust fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this section or the Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the redevelopment trust fund from any other funds of Escambia County except the incremental revenue provided in paragraph (a).

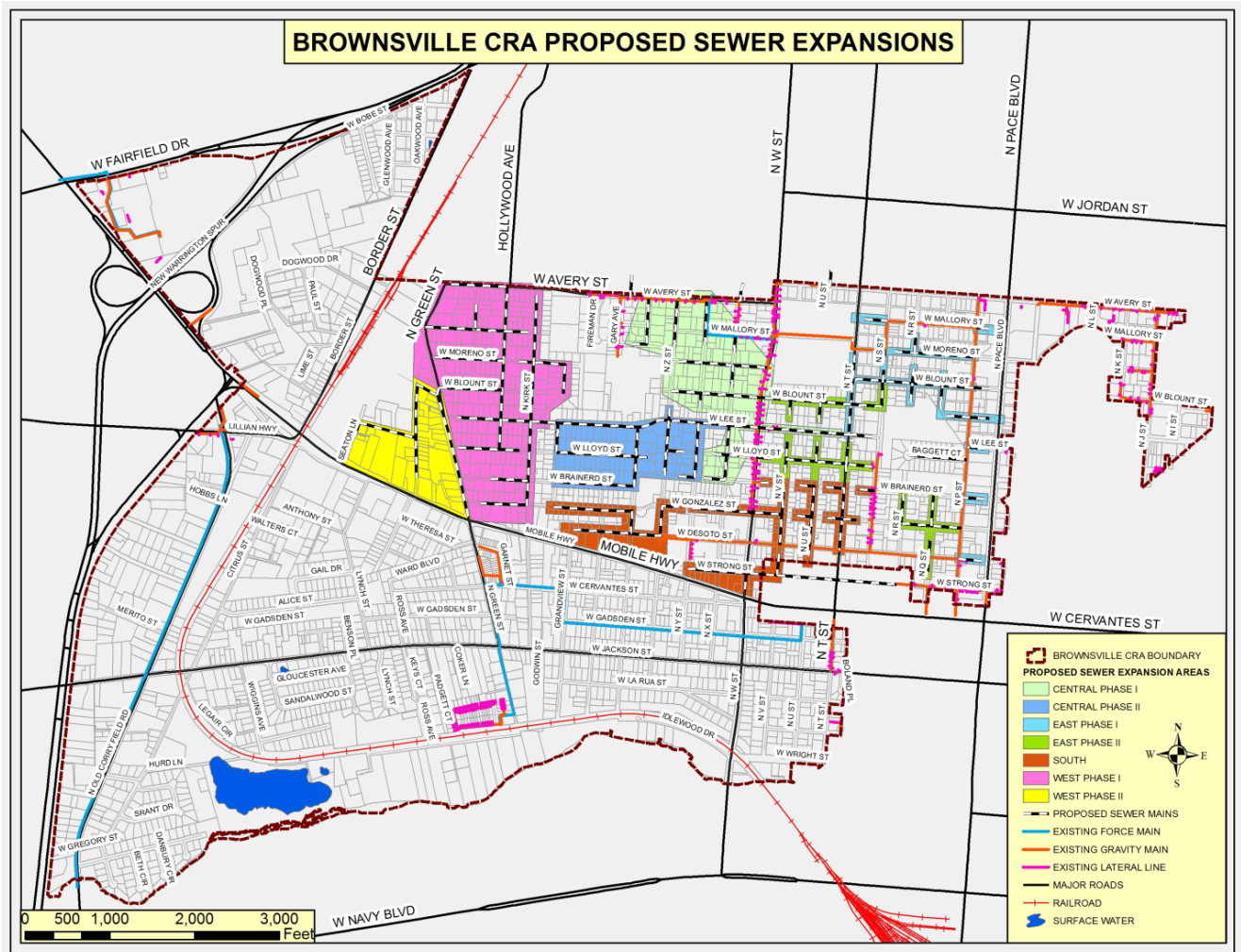
The redevelopment trust fund shall be maintained and administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.

Disposition of monies upon expiration of the fiscal year. Any money which remains in the trust fund after the payment of expenses on the last day of the fiscal year of the Brownsville Redevelopment Trust Fund shall be appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three years from the date of such appropriation in accordance with F.S. § 163.387(7).

Annual audit. The community redevelopment agency shall provide for an independent financial audit of the trust fund each fiscal year and a report of such audit. Such report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of such indebtedness. The agency shall provide a copy of the report of each taxing authority.

(Ord. No. 97-53, §§ 1—7, 10-28-1997; Ord. No. 2003-43, § 1, 9-4-2003; Ord. No. 2007-31, § 1, 7-19-2007; Ord. No. 2008-25, § 1, 5-1-2008; Ord. No. 2009-23, § 1, 8-6-2009; Ord. No. 2010-28, § 1, 9-16-2010; Ord. No. 2012-32, § 1, 8-23-2012)

APPENDIX E: MAP OF BROWNSVILLE CRA DISTRICT PROPOSED SEWER EXPANSION AREAS



LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Brownsville Redevelopment Plan

Date: 08/25/16

Date due for placement on agenda: Oct 4, Planning Board

Requested by Clara Long, CRA Div Mgr

Phone Number: 595-3596

.....
(LEGAL DEPARTMENT USE ONLY)

Legal Review by Meredith Cranford, ACA

Date Received: 9/7/16

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11583

County Administrator's Report 12. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/19/2017

Issue: Community Redevelopment Agency Meeting Minutes, December 8, 2016

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, December 8, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the December 8, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On January 19, 2017, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMINUTES DECEMBER82016



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
December 8, 2016
9:00 a.m.**

**BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Doug Underhill, Commissioner, District 2 - Chairman
Jeffrey Bergosh, Commissioner, District 1-Vice Chairman
Lumon May, Commissioner, District 3 -
Grover Robinson, IV, Commissioner, District 4
Steven Barry, Commissioner, District 5

Absent:

Staff Present: Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Amy Lovoy, Assistant County Administrator
Tonya Gant, Department Director
Clara Long, Division Manager
Judy Witterstaeter, Agenda Program Coordinator

Call to Order. 9:03 a.m.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF
SETTING)**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal on December 3, 2016.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 - Chairman Doug Underhill

Vote: 5 - 0

I. Public Forum

Guest Speaker: Joe Baudendistel,

Non-profit Agency seeking matching reimbursement if they fund upfront cost for residents who can't afford through the CRA Residential Rehab Grant Program.

II. Technical/Public Service

- 1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 20, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the October 20, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 - Chairman Doug Underhill

Vote: 5 - 0

III. Budget/Finance

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

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following 15 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Thomas F. and Patricia D. Alger, owners of residential property located at 218 Bryant

Road, Warrington Redevelopment District, each in the amount of \$1,250 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connection;

2. The Agreements between Escambia County CRA and Gayla M. Dionne, owner of residential property located at 3 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of \$1,392 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connection;

3. The Agreements between Escambia County CRA and Dennis S. Hogg, owner of residential property located at 103 Brandywine Road, Barrancas Redevelopment District, each in the amount of \$4,150 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

4. The Agreements between Escambia County CRA and Bernard J. Jacobs, owner of residential property located at 210 Greve Road, Warrington Redevelopment District, each in the amount of \$1,275 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

5. The Agreements between Escambia County CRA and William R. Lackey, owner of residential property located at 20 Milton Road, Barrancas Redevelopment District, each in the amount of \$2,350 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

6. The Agreements between Escambia County CRA and Gerald D. and Anita M. Lagos, owners of residential property located at 7605 Old Hickory Drive, Warrington Redevelopment District, each in the amount of \$5,973 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, install new windows;

7. The Agreements between Escambia County CRA and Kathleen S. Shelton-Lowe, owner of residential property located at 303 West Sunset Avenue, Warrington Redevelopment District, each in the amount of \$1,250 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

8. The Agreements between Escambia County CRA and Danny and Phyllis

Rainey, owners of residential property located at 203 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$1,700 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connection;

9. The Agreements between Escambia County CRA and Nhung Hong Vo, owner of residential property located at 1105 Grandview Street, Brownsville Redevelopment District, each in the amount of \$3,680 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, install new roof;

10. The Agreements between Escambia County CRA and Matthew A. and Rachel L. Harding, owners of residential property located at 10 Mandalay Drive, Barrancas Redevelopment District, each in the amount of \$5,539 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install new windows and storm shutter installation;

11. The Agreements between Escambia County CRA and Terry D. and Debra A. Slade, owners of residential property located at 2410 North S Street, Englewood Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, install new windows;

12. The Agreements between Escambia County CRA and Vincent J. Distefano, owner of residential property located at 5 Syrcle Drive, Warrington Redevelopment District, each in the amount of \$1,425, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, sanitary sewer connections;

13. The Agreements between Escambia County CRA and Zachary M. Grant, Samuel C. Grant, and Jennifer H. Grant, owners of residential property located at 1513 North X Street, Brownsville Redevelopment District, each in the amount of \$2,750, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, replace roof;

14. The Agreements between Escambia County CRA and Rhonda G. Meloy, owner of residential property located at 14 Lieutenant Street, Warrington Redevelopment District, each in the amount of \$2,565, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, install new windows;

15. The Agreements between Escambia County CRA and Walter J. Smith and Terri L. Stine, owners of residential property located at 1204 Poppy Avenue, Barrancas Redevelopment District, each in the amount of

\$6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install new windows; and

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

Motion made by Commissioner, District 1-Vice Chairman Jeffrey Bergosh, Seconded by Commissioner, District 2 - Chairman Doug Underhill

Vote: 5 - 0

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

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of four Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
James Balkom	8 Kennington Drive	\$2,250
Jalene Haramia	3701 West Jackson Street A & B	\$4,390
Kevin M. and Patricia J. McCoy	408 Labree Road	\$3,955
Tracey Verge	203 Baublits Drive	\$4,680

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

Motion made by Commissioner, District 1-Vice Chairman Jeffrey Bergosh, Seconded by Commissioner, District 2 - Chairman Doug Underhill

Vote: 5 - 0

3 Recommendation Concerning Commercial Sign Grant Program Funding Agreement - Tonya Gant, Neighborhood and Human Services Department Director

That the Board take the following action concerning the Commercial Sign Grant Program Funding Agreement for the property located at 8677 North Old Palafox:

A. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Basic Solutions, owner of commercial property located at 8677 North Old Palafox, Pensacola, Florida, in the Ensley Redevelopment District, in the amount of \$967, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 370214, Object Code 58301, to install new sign; and

B. Authorize the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

Motion made by Commissioner, District 1-Vice Chairman Jeffrey Bergosh, Seconded by Commissioner, District 2 - Chairman Doug Underhill

Vote: 5 - 0

4 Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements:

A. Approve the following two Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Eugene S. Kerr, owner of commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$9,998 representing an in-kind match through the Neighborhood Enterprise Division (NED), 2010 CDBG Cost Center 370214, and 2011 CDBG Cost Center 370216, Object Code 58301, for architectural restoration and exterior painting;

2. The Agreements between Escambia County CRA and Tzy-Yn and Michael M. Hua, owners of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$3,017 representing an in-kind match through the Neighborhood Enterprise Division (NED), 2011 CDBG Cost Center 370216, Object Code 58301, for architectural restoration; and

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

Motion made by Commissioner, District 1-Vice Chairman Jeffrey Bergosh, Seconded by Commissioner, District 2 - Chairman Doug Underhill

Vote: 5 - 0

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11578

County Administrator's Report 12. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/19/2017

Issue: Appointments to CareerSource Escarosa Board of Directors

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) Board of Directors - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action:

A. Confirm the appointment of Arthur Searcy, Agent/Owner of State Farm Insurance, to the CareerSource Escarosa (formerly Workforce Escarosa, Inc.) Board of Directors, as a private sector representative, to serve as a replacement for Van Mansker, effective January 19, 2017, through July 9, 2020. Mr. Mansker resigned on April 30, 2016, as a private sector representative to the board. Mr. Mansker's term was to expire July 10, 2018; however, CareerSource Escarosa is requesting that Mr. Searcy's term be effective January 19, 2017, and extended through July 9, 2020; and

B. Confirm the appointment of Kristine Rushing, COO, Risk Consultant, Beck Partners, to the CareerSource Escarosa (formerly Workforce Escarosa, Inc.) Board of Directors, as a private sector representative, to serve as a replacement for Scott Ginnetti, effective January 19, 2017, through July 9, 2020. Mr. Ginnetti resigned on June 2, 2016, as a private sector representative to the board. Mr. Ginnetti's term was to expire July 10, 2018; however, CareerSource Escarosa is requesting that Ms. Rushing's term be effective January 19, 2017, and extended through July 9, 2020.

The above requests will allow for compliance with CareerSource Escarosa Board of Director's By-Laws regarding Board representation and terms.

BACKGROUND:

The Board of Directors for CareerSource Escarosa serves as the local governing board for workforce development and job training activities as approved by CareerSource Florida and the Florida Department of Economic Opportunity (DEO). Federal and State legislation that govern the Board activities require specific membership from various community sectors where the governing Boards are located. This Board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments and reappointments must conform to the requirements of the law, and must have final approval from the local governing entity of each county which for Escambia County is the Board of County Commissioners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments and Reappointments to the Board of Directors are made in accordance with state and federal legislation. The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 allows for a 19 member Board of Directors, with 10 of those members being from the private sector.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments and reappointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the reappointments shall become effective for the expressed dates. CareerSource Escarosa has coordinated with the Department of Neighborhood and Human Services in submission of this request.

Attachments

Board Appointments



Larry Strain
Board Chairman

December 27, 2016

Cliff J. Krut
Executive Director

Tonya Gant
Neighborhood & Human Services Department
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502

Dear Tonya,

The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, allows for a 19 member Board of Directors, with 10 (5 Santa Rosa County / 5 Escambia County) of those members from the private sector.

Van Mansker and Scott Ginnetti resigned from the Board on April 30, 2016 and June 2016, respectively. With these resignations, we will need to fill two Escambia County private sector vacancies to remain in compliance.

Arthur Searcy and Kristine Rushing have been recommended by FloridaWest Economic Development Alliance (FloridaWest) to serve on the CareerSource Escarosa Board of Directors.

I am requesting your assistance with having the Escambia County Board of Commissioners review and approve the below appointments as outlined below:

- Arthur Searcy complete Van Mansker's term. His term expires July 10, 2018. Escarosa also requests that Mr. Searcy's term be extended until July 9, 2020.
- Kristine Rushing complete Scott Ginnetti's term. His term expires July 10, 2018. Escarosa also requests that Ms. Rushing's term be extended until July 9, 2020.

You will find attached Mr. Searcy and Ms. Rushing's Membership Profile Sheets and resumes, along with FloridaWest's recommendation letters.

Best regards,

A handwritten signature in black ink, appearing to read "Cliff Krut", written over a horizontal line.

Cliff Krut
Executive Director

CK/js

Attachments

T: 850 898 2201
info@floridawesteda.com
floridawesteda.com

117 West Garden Street
Pensacola, Florida 32502



October 26, 2016

Cliff Krut
Executive Director
CareerSource Escarosa

Dear Mr. Krut,

Careersource Escarosa is committed to supporting the workforce needs of Escambia and Santa Rosa counties, with a highly engaged Board of Directors.

With that said, I would like to recommend welcoming community organizer Arthur Searcy to the CareerSource Board of Directors. As a longtime local insurance agent with active participation in the Community Action Program Committee and 100 Black Men of Pensacola, Mr. Searcy demonstrates a commitment to the greater Pensacola area and a background that offers a valuable perspective to the Board in making decisions that will affect the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Luth". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Scott Luth
Chief Executive Officer
FloridaWest Economic Development Alliance

**WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): Small Business (less than 500 employees)
 Minority Owned

Name: Arthur P. Searcy
Business Name: State Farm Insurance
Address: 916 W. Michigan Ave, Suite E
Pensacola, FL 32505

Title: Agent/Owner
Phone No.: 850-438-4615
FAX No.: 850-432-4570
E-Mail Address: _____
Cell Phone No.: _____

Home Address: 8401 Chokecherry Ter
Pensacola, FL 32514

Arthur.searcy. absq@statefarm.com

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	RACE:			VETERAN: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	AGE: <input type="checkbox"/> <55 <input checked="" type="checkbox"/> 55 OR >	DISABLED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<input checked="" type="checkbox"/> Black	<input type="checkbox"/> White	<input type="checkbox"/> Ameri. Indian			
	<input type="checkbox"/> Asian	<input type="checkbox"/> Other				
	<input type="checkbox"/> Hispanic					

Community Organization Memberships

Community Action Program Committee
100 Black Men of Pensacola

Board Memberships

Community Action Program Committee
100 Black Men of Pensacola

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
After speaking with Mr. Kurt and touring the facility, I believe that
the goals of the organization and my desire to help the
community are on the same path. We just want to
help make Pensacola better.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes _____ No

Please attach a copy of your resume' to this form.

Arthur P. Searcy

Arthur.searcy.a6sg@statefarm.com • 8401 Chokecherry Ter • 850-479-1130
www.arthursearcy.com

Objectives

To continue to be a contributing factor to the wellbeing of Escambia County and its citizens.

Education

Southern University in New Orleans

May 1978 B.S. in Accounting

- Member of the Board of Directors for Community Action Program Committee
- Member of the Board of Directors for 100 Black Men of Pensacola

Experience

Owner of Arthur Searcy State Farm Agency for 26 years 916 W. Michigan Ave., Suite E
Pensacola, FL 32505

October 1990 – present

Responsible for the day to day management of a highly successful insurance business

Skills

- Licensed in: Property & Casualty; Life; Health
- Currently hold Series 63 Security License
- Currently hold Long Term Care Professional Designation

T: 850 898 2201
info@floridawesteda.com
florida.westeda.com

117 West Garden Street
Pensacola Florida 32502



December 6, 2016

Cliff Krut
Executive Director
CareerSource Escarosa

Dear Mr. Krut,

I would like to recommend Kristine Rushing of Beck Partners to the CareerSource Escarosa Board of Directors. Ms. Rushing has been involved with workforce initiatives within her organization, including employment postings, OJT programs, prescreen testing and training grants. She is also involved with Consumer Credit Counseling Service, Pensacola Young Professionals, and Leadership Pensacola.

Ms. Rushing demonstrates through her community involvement that she can be an advocate for CareerSource's Board of Directors and a liaison for local businesses, making her a good fit for your Board of Directors.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Luth". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Scott Luth
Chief Executive Officer
FloridaWest Economic Development Alliance

**WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): <input checked="" type="checkbox"/> Small Business (less than 500 employees) <input type="checkbox"/> Minority Owned
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Name: Kristine C. Rushing **Title:** COO, Risk Consultant
Business Name: Beck Partners
Address: 151 W. Main St. Suite 200 **Phone No.:** (850) 476-3745
Pensacola, FL 32502 **FAX No.:** _____
E-Mail Address: krushing@teambeck.com **Cell Phone No.:** (850) 485-8480
Home Address: 69 Star Lake Dr.
Pensacola, FL 32507

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	RACE: <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Other	<input type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Pacific Islander	VETERAN: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AGE: <input checked="" type="checkbox"/> < 55 <input type="checkbox"/> 55 OR >	DISABLED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Community Organization Memberships
Consumer Credit Counseling Service, Pensacola Young Professionals, Leadership Pensacola.

Board Memberships
Consumer Credit Counseling Services, Gulf Coast Enterprises (Lakeview) –Application Pending for Background Check and Board Approval.

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
I originally met Jeff Dyer through Jennifer McFarren when she was with the chamber a year ago. Since then, I've worked with Jeff with various employment services for our organization from Employment Postings, OJT Programs, Prescreen Testing and discussions regarding training grants that we may be able to utilize. I'm astounded that I wasn't fully aware of the services that are available to businesses and would like to be and advocate for Workforce Escarosa and a liaison for businesses.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
 Yes _____ No

Kristine C. Rushing

151 W Main St., Suite 200, Pensacola, FL 32502

(850) 485-8480, krushing@teambeck.com

OBJECTIVE Operations & Risk Consultant

Experience with the creation and implementation of organizational procedures, process improvement as well as interdepartmental workflows in the Insurance and Real Estate and various non-profit organizations.

Dynamic insurance career involving agency planning, perpetuation, accounting, product analysis and Risk Management. Includes the placement of personal & commercial businesses, exploring programs and seeking new markets.

Expert in account placement through strategic marketing, tactical sales, and key account management. Outstanding record of achievement in account and contract negotiations. Excellent communicator with the ability to actively manage change. Demonstrated achievements in:

- Carrier Relationship Management
- Strategic Market Planning
- Program Development
- Leadership Training
- Pricing Management
- Proving Hiring Practices
- Process Improvement

Computer Skills: AMS, Alstar, Microsoft Windows®, Microsoft Word, Microsoft PowerPoint®, and Microsoft Excel, Outlook, SharePoint

Experience Responsible for organizational development through process improvement, employee development, mergers & acquisitions and organizational growth plan. Excelling in the implementation and execution.

Developed and implemented organizational processes including organizational workflow, hiring practices and employee development programs that has a track record of efficiency and profitability with long term objectives positioning the organization for growth and sustainability.

Responsible for establishing account management procedures, sales plan and objectives focusing on expanding the Insurance commercial lines book. Reviews and negotiates coverages, pricing, terms and conditions. Develops competitive and aggressive coverage programs for commercial clients. Tracks and manages new business and renewal premiums by account and policy type. Monitors carrier business appetite and explores new markets. Seeks to develop competitive and innovative programs for specific industries.

Experienced in handling all types of industries including mainstreet retail business, shopping centers, hotels, restaurants and contractors with property values up to \$100M and insurance premiums of \$18-20M.

Excellent interpersonal, organizational and communication skills. Interacts effectively with underwriters and clients. Innate ability to handle people with an enthusiasm that generates confidence and establishes an overall feeling of rapport and trust. Encourages professional development from within the organization.

Committed to professional excellence and maintaining exacting standards. Self-Starter that is enthusiastic, embraces challenges and highly motivated to achieve set goals. Takes pride in obtaining the best possible results. Firm decision maker, resourceful and works well independently or as a cooperative team member. Demonstrates a strong ability to plan, organize and monitor activities according to priority. Coordinates resources toward fulfillment of desired objectives, establishes and implements schedules and deadlines.

Employment	COO & Risk Consultant, Beck Partners Holdings	2014 - Present
	Agency Manager & Risk Consultant, McGraw Insurance Services	2008 – 2014
	Marketing Executive, Fisher-Brown, Inc., Pensacola, FL	2002 – 2008
	Marketing Assistant	2001 – 2002
	Customer Service Representative	2000 – 2001
	Sales Producer, Alistate Insurance Co., Pensacola, FL	1999 – 2000
	Customer Service Representative, Florida Ins. Agency	1998 – 1999
	Additional Experience may be provided upon request.	

Education	Certified Insurance Counselor	2007 – Present
	Certified Professional Insurance Advisor	2010 – Present
	Certified Risk Manager	Pending
	Leadership Pensacola	2007
	Florida Future Insurance Leaders Program	2005
	Training and Development Faculty, Studer Institute	2015 - Present

Professional Affiliations	<ul style="list-style-type: none"> ▪ Consumer Credit Counseling Services, Board Member ▪ NetVu National Communications Committee Member ▪ Pensacola Young Professionals, Past Board President ▪ Pensacola Professional Development Institute, Steering Committee Lead ▪ Leadership Pensacola Alumni, Past Board Member ▪ Leadership Pensacola Curriculum Advisory Committee, Past At-Large Board Member ▪ Young Agents Council, Zone Coordinator (2007-2008) ▪ Independent Insurance Agents of Pensacola, Pres. Elect & Pres. (2006 & 2007) ▪ National Alliance for Insurance Education & Research, Member (2005 – Present)
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REFERENCES AVAILABLE UPON REQUEST



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11579

County Administrator's Report 12. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/19/2017

Issue: Reappointment to the Escambia Mass Transit Advisory Committee (MTAC)

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board confirm the reappointment of Ann C. Brooks, the Mayoral appointee from the Town of Century, to the Escambia County Mass Transit Advisory Committee (MTAC). The term of the reappointment is effective retro actively, December 19, 2016, and shall run concurrent with the term of the current Mayor of Century, Henry Hawkins.

Resolution Number 2009-202, adopted by the Board of County Commissioners (BCC) on October 1, 2009, established the MTAC Committee and detailed the requirements thereof, which, among other components, stated that the Committee shall consist of 14 members, one of whom shall be appointed by the Mayor of the Town of Century. Ms. Ann C. Brooks is the representative for the Mayor of Century, Mr. Henry Hawkins.

BACKGROUND:

Resolution Number 2009-202, adopted by the BCC on October 1, 2009, established the MTAC committee and detailed the requirements thereof, which, among other components, stated that the Committee shall consist of 14 members, one of whom shall be appointed by the Mayor of the Town of Century. Ms. Ann C. Brooks is the representative for the Mayor of Century, Mr. Henry Hawkins.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board's Policy requires Escambia County Board of County Commissioners' approval of all committee appointments.

IMPLEMENTATION/COORDINATION:

This appointment shall become effective upon approval by the Board.

Attachments

Ann Brooks' Resume

Ann C. Brooks

Contact

Tel : 850-256-2999

e-mail : acbcppapa@panhandle.rr.com

Address

9302 N. Century Blvd., Century, Florida 32535

Education

1990	Master in Taxation SCHOOL NAME, Georgia State University, Atlanta, GA
1988	Bachelor in Accounting, Graduated Summa Cum Laude SCHOOL NAME, University of Tennessee, Chattanooga, TN
1987	Associates of Arts SCHOOL NAME, Dalton Junior College, Dalton, GA

Work Experience

Ann C. Brooks, CPA, PA
Century, FL **January 1994 to Present**
✓ Certified Public Accounting firm

Town of Century
Century, FL **January 2008 to Present**
✓ Council Member

Hartmann, Blackmon & Kilgore, PC
Fairhope, AL **August 1990 to January 1994**
✓ CPA and Tax Manager

Joseph Decosimo & Co.
Chattanooga, TN **January 1984 to June 1990**
✓ Tax Preparer and later CPA

SF Parker & Co.
Albany, GA **January 1983 to April 15, 1983**
✓ Tax Preparer

Civic Activities

Alger Sullivan Historical Society Century, FL - Treasurer since 1999

Tri-City Rotary Flomaton, AL - Member

Jay Hospital Advisory Board Jay, FL - Board Member

EscaRosa Coalition on the Homeless Pensacola, FL – Past Member

Century Chamber of Commerce Century, FL – Past President



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11539

County Administrator's Report 12. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/19/2017

Issue: Federal Transit Administration (FTA) FY 2017 Annual Certifications and Assurances for Escambia County

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Transit Administration Fiscal Year 2017 Annual Certifications and Assurances for Escambia County - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2017 Annual Certifications and Assurances for Escambia County:

A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2017 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

B. Ratify the Assistant County Attorney's signature, dated December 20, 2016, on the Affirmation of Applicant's Attorney declaration on the FTA Fiscal Year 2017 Certifications and Assurances for the Federal Transit Administration Programs.

BACKGROUND:

Since 1996, the list of Certifications and Assurances for FTA must be filed electronically prior to the filing of the Grant Application. In 1998, the FTA instituted the requirement that all Grant Applications and Grant Management Reports be submitted electronically via the Transportation Electronic Award and Management (TEAM) System. These Certifications and Assurances provide a basis for all financial, administrative, and accounting Agreements between the FTA and the grantee. Under the current FTA Authorization Act, entitled Fixing America's Surface Transportation (FAST), Escambia County will receive an approximately \$3,000,000 apportionment in Fiscal Year 2017 Federal Funding for Mass Transit. The Chairman and the County Attorney must obtain passwords and PIN codes through the Transit Award Management System (TrAMS), the new FTA Electronic Award System which was released in February 2016.

BUDGETARY IMPACT:

Annual Certifications and Assurances are mandatory to any agency applying for Federal and State funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed the Certifications and Assurances on December 20, 2016.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT and Transportation & Traffic Operations staff will continue to coordinate with the FTA and FDOT on all matters regarding these Certifications and Assurances.

Attachments

Copy Certs

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

PREFACE

Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2017.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2017. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2017 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2017 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2017 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2017.*

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination on the basis of race, color, religion, sex, (including gender identity and sexual orientation) or national origin),
 - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25,
 - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:

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- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,

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- (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
 - (4) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
 - a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

01.E. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.E.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

- a. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (a) Debarred,
 - (b) Suspended,

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- (c) Proposed for debarment,
 - (d) Declared ineligible,
 - (e) Voluntarily excluded, or
 - (f) Disqualified.
- (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
- (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
 - (b) Violation of any federal or state antitrust statute, or
 - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
- (3) It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.
- (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
- (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
- (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (a) Equals or exceeds \$25,000,
 - (b) Is for audit services, or
 - (c) Requires the consent of a federal official.
- (7) It will require that each covered lower tier contractor and subcontractor:
- (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
 - 1 Debarred from participation in any federally assisted Award,
 - 2 Suspended from participation in any federally assisted Award,
 - 3 Proposed for debarment from participation in any federally assisted Award,
 - 4 Declared ineligible to participate in any federally assisted Award,
 - 5 Voluntarily excluded from participation in any federally assisted Award, or
 - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E.1 Certification.

01.E.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

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- a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.E.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) The State, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or
 - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:

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- (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
- c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
- a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
 - (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
 - (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
 - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 .
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*

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- (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
 - (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will do the following:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.

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- (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
- (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
 - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 "Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
 - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.

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- (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
- (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
- (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
- (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
- (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(1)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation

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system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.

- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

- 1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR § 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
 - b. Your Certification on your Applicant’s behalf applies to the lobbying activities of:
 - (1) The Applicant,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
- 2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:

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- (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
- 3. Your Applicant understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
- 4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR § 18.36(g)(3)(ii).

Any provision of the Certification in Category 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

04.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

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To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
 - a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA’s charter service restrictions extend to:
 - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing.
 - e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
 - f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA’s Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA’s Charter Service regulations, or

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- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
 - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

04.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- 2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it receives federal assistance appropriated or made available for:

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- (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

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On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

05.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA’s bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, “Bus Testing,” 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
 - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

CATEGORY 06. DEMAND RESPONSIVE SERVICE.

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Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant's service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the "National ITS Architecture."
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

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CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,
 - c. An Early Systems Work Agreement,
 - d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
 - e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
 - f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant

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acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

09.B. Public Transportation Safety Program.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

09.C. State Safety Oversight Requirements.

On behalf of your Applicant, depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 U.S.C. § 5329(e) and FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, your applicant certifies that it will comply as follows:

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1. **States With a Fully Compliant Program.** The Recipient agrees that FTA regulations, “State Safety Oversight,” 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA’s requirements, but
2. **States Without a Fully Compliant Program.** The Recipient agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program," June 2016.

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities Grants and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.

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Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program

The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas. Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

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- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
- a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
 - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
 - f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
 - g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the

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Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,

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- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. It has made or will make the final list of Projects for which an Award is sought available to the public.
7. With respect to the non-federal share:
- a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. It will comply with:
- a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- 1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- 2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

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- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
 - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 15. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

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1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. Your Applicant will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
 - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.
 - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
 - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
 - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

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- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
- 2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
 - a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under

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49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and

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- c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. It will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 16.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.
4. It complies or will comply, to the extent applicable, with the recipient's transit asset management plan consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
5. It complies or will comply, to the extent applicable, with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

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CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 05.B (Bus Testing),
 - c. Category 06 (Demand Responsive Service),
 - d. Category 07 (Intelligent Transportation Systems), and
 - e. Category 10 (Alcohol and Controlled Substances Testing).

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CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. Depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 C.F.R. part 674, the following FTA regulations will apply:
 - a. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA's requirements;
 - b. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

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As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 C.F.R. part 602.

CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 21.

If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 21 will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 21.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

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On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant's behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g.
 - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 21.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610,
 - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The SIB Cooperative Agreement establishing the state's SIB Program,
 - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.
4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under a SIB-financed Award, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. It has or will have or provide:
 - (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) The non-federal share from sources approved by FTA, and
 - (3) The non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
 5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
 - a. It is eligible to receive federal assistance for those expenses, and

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements, you must select the Certifications in Category 22, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

1. Except as superseded by the FAST Act cross-cutting requirements, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It will consult with the appropriate federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.
2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that your Applicant:
 - a. Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. Will maintain its equipment and facilities acquired or improved under its Award.
 - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
 - (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
 - (3) "Buy America" requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661,
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
 - (6) "Veterans Preference/Employment" requirements under 49 U.S.C. § 5325(k).
 - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
 - (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
 - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
 - (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,
 - (4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
 - (5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - (6) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
- h. It has complied or will comply with and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: Escambia County Board of County Commission

The Applicant agrees to comply with applicable provisions of (Categories 01 – 23. ✓)

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Construction Hiring Preferences.	_____

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Escambia County Board of County Commission

Name and Relationship of the Authorized Representative: D. B. Underhill, Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name D.B. Underhill, Chairman
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Escambia County Board of County Commission

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature Kristin Hual Date: 12/20/16

Name Kristin Hual
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11558

County Administrator's Report 12. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/19/2017

Issue: First Amendment to the Lease Agreement between Escambia County and the Wildlife Sanctuary of Northwest Florida, Inc.

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to the Lease Agreement between Escambia County and the Wildlife Sanctuary of Northwest Florida, Inc. - David W. Wheeler, CFM, Director, Facilities Management

That the Board approve and authorize the Chairman to sign the First Amendment to the Lease Agreement between Escambia County and Wildlife Sanctuary of Northwest, Florida (Wildlife Sanctuary) for the property located at 105 North "S" Street, Pensacola, Florida 32505.

BACKGROUND:

This Amendment to the Lease Agreement is to include additional insurance requirements. The insurance requirements in Section 8 of the Lease are deleted in their entirety and replaced with Exhibit A.

The Wildlife Sanctuary received notification from their insurance provider stating that the lease must show that the Wildlife Sanctuary is responsible for insuring the building. If an insurable interest is not found in the lease for the Wildlife Sanctuary the insurance company will not renew their policy for the 2017-2018 policy term.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the First Amendment to the Lease Agreement in conjunction with the County Risk Management Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for Lease Agreements and Amendments involving County-owned property.

IMPLEMENTATION/COORDINATION:

The County Attorney's Office has prepared the First Amendment to the Lease Agreement in conjunction with the County Risk Management Office.

Attachments

1st Amendment

Lease Agreement

**FIRST AMENDMENT OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.**

This First Amendment to Lease Agreement (First Amendment) is made and entered this ____ day of _____ 20____ by and between Escambia County, a political subdivision of the State of Florida (County) and Wildlife Sanctuary of Northwest Florida, Inc., a Florida corporation not-for-profit (Wildlife Sanctuary).

WITNESSETH

WHEREAS, the County and Wildlife Sanctuary entered that certain Lease Agreement (Lease) dated October 16, 2003; and

WHEREAS, Wildlife Sanctuary has requested and the County has agreed to amend the Lease to include additional insurance requirements;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.
2. The insurance requirements in Section 8 of the Lease are deleted in their entirety and replaced with those shown in the attached Exhibit A.
3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and Wildlife Sanctuary have caused this First Amendment to be executed on the day and year first written above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of Circuit Court

D. B. Underhill, Chairman

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: *[Signature]*
Title: Asst. County Atty
Date: Dec. 28, 2016

FIRST AMENDMENT OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

WILDLIFE SANCTUARY OF NORTHWEST
FLORIDA, INC.

Witness *[Signature]*

Print Name Dorothy Kaufmann

[Signature]
By: Robert Jordan, President

Witness *[Signature]*

Print Name Emily Holden

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of November, 2016, by Robert Jordan, as President of Wildlife Sanctuary of Northwest Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification and who did / did not did take an oath.

[Signature]
NOTARY PUBLIC
Print Name: KAREN A BEACH

NOTARY SEAL)

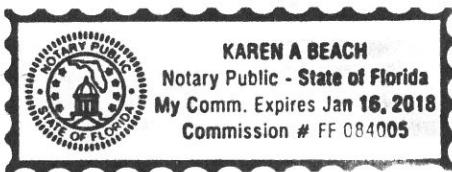


Exhibit A

Insurance. Wildlife Sanctuary shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God.

During the term of the Lease, Wildlife Sanctuary shall procure and maintain general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A" VII or higher by the most recently published edition of A.M. Best rating guide. Wildlife Sanctuary shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Risk Manager, Post office box 1591, Pensacola, Florida 32597-1591 or may be forwarded via email to Risk@myescambia.com. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision if the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under section 768.28, Florida Statutes.

Wildlife Sanctuary agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Wildlife Sanctuary must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

THE LEASE AGREEMENT WAS RECEIVED AND SHOWN ON PAGES 9-14.


THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:

**LEASE AGREEMENT WITH THE WILDLIFE SANCTUARY OF
NORTHWEST FLORIDA, INC.**

BCC: 10-16-2003



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Administrative Services
FROM: Jean A. Kassab, Director 
DATE: September 18, 2003
ISSUE: Lease Agreement with Wildlife Sanctuary of Northwest Florida, Inc.

RECOMMENDATION:

That the Board approve a lease with the Wildlife Sanctuary of Northwest Florida, Inc. of the lands recorded in Official Records Book 4326 at page 503, of the public records of Escambia County, Florida for five years with automatic five year renewals.

BACKGROUND:

Escambia County received donated property from Gulf Power December 31, 2002. On this land, Wildlife Sanctuary of Northwest Florida operates a wildlife sanctuary. The County is paid \$1.00 per year for this lease. It is recommended that the Board continue this lease with automatic renewals every five years. Either party may notify the other in writing of their intent not to renew or terminate the lease with 180 days notice.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

CONCUR: 

George Touart, County Administrator

CAR 1-5

10/2/2003/CAB T-5

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease), is made and entered into this 16th day of October, 2003, by and between the Wildlife Sanctuary of Northwest Florida, Inc., a Florida Corporation not for profit (Wildlife Sanctuary), and Escambia County, a political subdivision of the State of Florida (County).

WITNESSETH:

WHEREAS, the Wildlife Sanctuary entered into that certain Lease Agreement with Gulf Power Company dated February 17, 1997 (Gulf Power Lease); and

WHEREAS, Gulf Power Company subsequently donated certain property described in the Gulf Power Lease to the County, subject to the Gulf Power Lease, by Warranty Deed dated October 15, 1998 and recorded in Official Record Book 4326 at page 503, of the public records of Escambia County, Florida; and

WHEREAS, the term of Gulf Power Lease ended on December 31, 2002; and

WHEREAS, the Wildlife Sanctuary is a Florida Corporation not for profit that provides conservation, protection, and rehabilitation services for wildlife in and around Escambia County, Florida; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the County to make the property described herein available for use by the Wildlife Sanctuary and to enter into this Lease in accordance with the terms described herein;

NOW, THEREFORE, for the reasons set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Property Leased.** The County leases to the Wildlife Sanctuary that certain property (Property) lying and being situated in the Pettersen Addition, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, and more particularly described as follows:

Lots One (1) through Six (6), inclusive, Block 144; and

The South One Hundred (100.00) feet of fractional Lots 7, 8, 9, 10, 11 and 12, Block 164; and

The East thirty (30.00) feet of "T" Street, lying north of the South half (S ½) of Blocks 144 and 145, and South of the South right of way line of Gregory Street; and

All of that vacated portion of Gregory Street lying between lots 144 and 164, also described as that vacated portion of Gregory Street lying

Date: 10/23/2003 Verified By: *D. Harris*

between the West right of way line of "S" Street, and the East right of way line of "T" Street.

2. **Term.** The initial term of the Lease shall be five years, commencing on the 15th day of October, 2003, and ending the 15th day of October, 2008. After the initial term, this Lease shall automatically be renewed for successive terms of five years each, unless not less than one hundred eighty (180) days prior to the end of the initial term or any renewal term, either party gives written notice to the other of its intent not to renew.
3. **Rent.** As rent for the Property, the Wildlife Sanctuary shall pay to the County the sum of One Dollar (\$1.00) per year. Rent shall be due and payable at the beginning of the initial term or any renewal term of this Lease.
4. **Construction of Improvements.** No permanent improvements shall be constructed on the Property other than those normally associated with a wildlife sanctuary. All such improvements shall be subject to the prior written approval by the County, which approval shall not be unreasonably withheld. The Wildlife Sanctuary shall be responsible for obtaining all permits necessary for any construction or improvements. On termination or expiration of this Lease, title to all improvements shall vest solely in the County without payment of any kind to the Wildlife Sanctuary. All trade fixtures and personal property, as distinguished from improvements, owned by the Wildlife Sanctuary and located on the Property, shall remain with the Wildlife Sanctuary and may be removed at any time, providing that the Wildlife Sanctuary shall repair any damage to the Property resulting from the removal of the trade fixtures or personal property, and the Wildlife Sanctuary shall restore the Property to substantially the same condition as existed prior to the installation of the trade fixture or personal property. The Property shall not be subject to liens for improvements made by the Wildlife Sanctuary. In the event of any improvements, maintenance, or repairs, the Wildlife Sanctuary shall promptly notify the contractor or subcontractor(s) performing the improvements, maintenance, or repairs of this provision. Notwithstanding the foregoing, if any mechanic's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the Property or the improvements as a result of any improvement, maintenance, or repair done by or at the direction of the Wildlife Sanctuary, the Wildlife Sanctuary shall discharge the same of record within thirty (30) days after the filing thereof, failing which the Wildlife Sanctuary will be in default under this Lease. In such event, without waiving default, the County, in addition to all other available rights and remedies, without further notice, may discharge the same of record as the County may elect, and upon demand the Wildlife Sanctuary shall reimburse the County for all costs and expenses incurred by the County plus interest thereon at the rate of eighteen percent (18%) per annum.
5. **Maintenance and Utilities.** The Wildlife Sanctuary shall maintain the Property and any improvements in a neat, safe, and orderly condition and in good repair. The Wildlife Sanctuary shall be responsible for all utility or service charges, including but not limited to any janitorial, electricity, water, sewer, solid waste disposal, pest control and security services on the Property. The County shall have no responsibility to repair or maintain the Property or any of its improvements, or to pay the cost of utilities or services on the Property.
6. **Inspection.** The Wildlife Sanctuary shall regularly inspect the Property and any improvements thereon and promptly correct any situation that would reasonably be perceived to

represent a danger or hazard to persons or to the Property. The Wildlife Sanctuary accepts the Property "as is" on the date this Lease is executed with no warranties regarding suitability of use.

7. **Indemnification.** The Wildlife Sanctuary shall hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the possession or use of the Property by the Wildlife Sanctuary, its officers, employees, agents, or the public.

8. **Insurance.** The Wildlife Sanctuary shall maintain or cause to be maintained comprehensive general liability insurance, satisfactory to the County, in an amount not less than \$500,000, with an insurance company rated not lower than "A" with a financial size category of "VIII" according to the most current A.M. Best & Company rating guide. The County shall be named as an additional insured on the certificate of insurance, and all certificates of insurance shall be satisfactory to the County. All insurance policies shall be endorsed so as to provide coverage for liability contractually assumed by the Wildlife Sanctuary. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits, or other adverse change in coverage except with thirty (30) days prior written notice to the County, which notice shall be given by U.S. certified mail with return receipt. No other form of notification shall relieve the insurance company or its agents or representatives of responsibility. All insurance required by this Lease shall be primary to any insurance or self-insurance maintained by the County, and the insurance requirements established by this Lease shall not be construed to limit the liability of the Wildlife Sanctuary. Nothing in this Lease shall be construed as a waiver of the County's sovereign immunity or to increase the limits of liability for the County established by Section 768.28, Florida Statutes. The County may periodically increase the minimum limits of insurance required by this Lease to commercially reasonable levels with ninety (90) days prior notice to the Wildlife Sanctuary.

9. **Use of Premises.** The Wildlife Sanctuary shall use the Property solely for an animal hospital and wildlife sanctuary. The Wildlife Sanctuary shall not commit waste upon the Property or permit the Property any part of it to be used in any manner, or permit anything to be done in or brought into or kept on the Property which would (i) violate any law or requirement of public authorities; (ii) cause injury to the Property; (iii) constitute a public or private nuisance; or (iv) alter the improvements located on the Property other than pursuant to the provisions of this Lease.

10. **Termination.** Either party may terminate this Lease at any time, with or without cause, by giving not less than one hundred eighty (180) days written notice of termination to the other.

11. **Notices and Payment of Rent.** Notices to the County and the Wildlife Sanctuary under this Lease and payment of rent will be addressed to, mailed, or delivered to the following:

TO COUNTY:
County Administrator or designee
223 Palafox Place
Pensacola, Florida 32501

TO WILDLIFE SANCTUARY:
Bob Jordan, President
105 "S" Street
Pensacola, Florida 32505

WITH A COPY TO:
Escambia County Attorney
14 West Government Street, Rm 411
Pensacola, Florida 32501

WITH A COPY TO:
Dorothy Kaufmann
105 "S" Street
Pensacola, Florida 32501 ^{DK}
32505

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice to the other as specified above.

12. **Right of Entry.** The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing use of the Property.

13. **Compliance with Laws.** The Wildlife Sanctuary agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use including, but not limited to, the Americans with Disabilities Act and similar state and local laws.

14. **Entire Lease.** This Lease contains the entire agreement between the parties regarding the subject matters referenced herein and supersedes all prior oral and written agreements between them. This Lease may be modified only by writing, which shall be dated and signed by the County and the Wildlife Sanctuary. The Wildlife Sanctuary acknowledges that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein.

15. **Assignment.** The Wildlife Sanctuary shall not assign or transfer this Lease, in whole or in part, nor sublet all or any part of the Property, nor license concessions, nor pledge or encumber by mortgage or other instruments its interest in this Lease or the Property without first obtaining the consent of the County, which consent the County may withhold in its discretion. This prohibition includes, without limitation, any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of the Wildlife Sanctuary's corporate structure.

16. **Miscellaneous.** The captions, headings, and paragraph titles in this Lease are for convenience or reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease.

If any term, provision, covenant, or condition of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of this Lease shall not be affected, and all other terms, provisions, covenants, or conditions of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

In accordance with Florida law, the following disclosure is provided:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to

persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

This Lease shall be interpreted in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and conditions contained herein.

This Lease shall not be effective unless first approved by vote of the Board of County Commissioners for Escambia County, Florida, at a duly noticed public meeting.

IN WITNESS WHEREOF, the County and the Wildlife Sanctuary have caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Marie Young
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk



DATE EXECUTED 10-22-2003

BCC Approved: 10-2-2003

Witness Dorothy D. Kaufmann

WILDLIFE SANCTUARY OF
NORTHWEST FLORIDA, INC.

Print Name Dorothy D. Kaufmann

Witness Deborah Davidson

By: Bob Jordan
Bob Jordan, its President

Print Name Deborah Davidson

The foregoing instrument was acknowledged before me this 10 day of November, 2003, by Bob Jordan, as President of Wildlife Sanctuary of Northwest Florida, Inc. He is personally known to me, produced current FLDL # as identification.

J635-768-47-145-0



(Notary Seal)

Heather Tucker
Signature of Notary Public

HEATHER TUCKER
Printed Name of Notary Public



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11486 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/19/2017
Issue: Grants Management Handbook
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Grants Management Handbook - Amy Lovoy, Assistant County Administrator

That the Board adopt the Escambia County Grants Management Handbook as the official guidelines for staff to coordinate the grants administration processes.

BACKGROUND:

Escambia County received an audit from the U.S. Department of Treasury in June 2015 for the county's internal processes. It was determined that Escambia County did not have all of its policies & procedures written down sufficiently. The U.S. Department of Treasury audit concluded that Escambia County needed a Grants Management Handbook. This handbook was drafted in coordination with Clerk's office and new federal regulations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

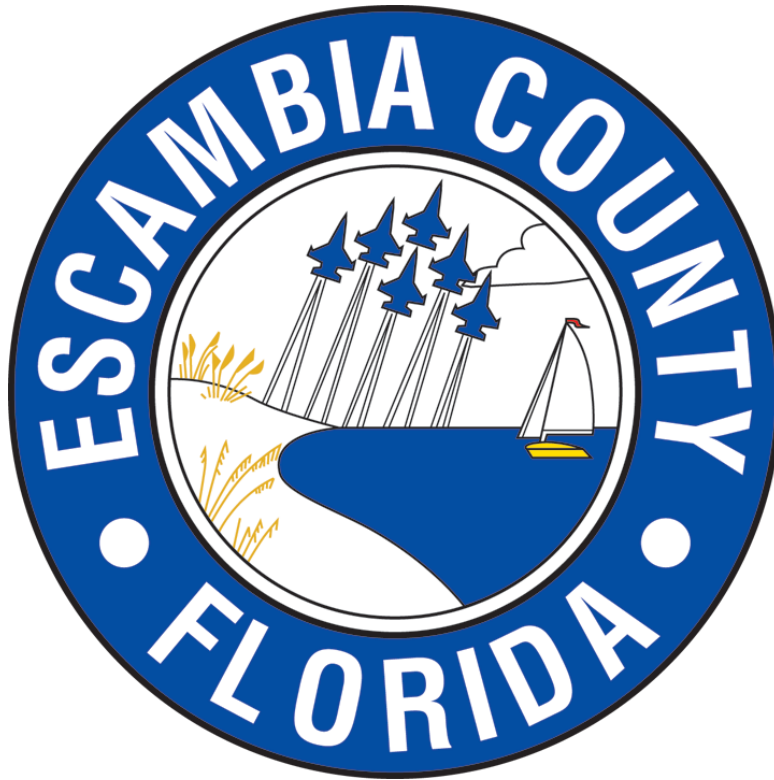
N/A

IMPLEMENTATION/COORDINATION:

Upon approval, all applicable grants will be managed following these processes and all applicable staff will notified and receive a copy of this handbook. Implementation methods will be coordinated with the Clerk's office.

Attachments

Grants Management Handbook



**Escambia County Grants
Management Handbook**
January 19, 2017

Grants Management Handbook

PREFACE AND ACKNOWLEDGEMENTS This document, the Escambia County Grants Management Handbook, borrows heavily from the *Hillsborough County Grants Administration Handbook*. This Escambia County Handbook addresses the Board of County Commissioners (BOCC) policy, federal and state laws and regulations, and other relevant information pertaining to grants administration processes for County workforce engaged in grants administration in Escambia County. The integrity of the County's grants enterprise depends upon the knowledge and experience of its grants professionals, and it is important that these professionals have a thorough understanding of their duties and responsibilities. It is hoped that this handbook will assist in performing those duties effectively.

The handbook is organized into 8 chapters that articulate the sequential processes in the pursuit and management of external grant funding. Chapter 1 introduces the purpose of the handbook, the extent of its guidance, and the governing laws, regulations, and policy. Chapter 2 covers the BOCC Grants Administration policy in its entirety. Chapter 3 articulates the roles and responsibilities of internal stakeholders. Chapters 4, 5, and 6 cover the entire grants life-cycle: grant seeking, proposal preparation and submission activities; notification, review, and acceptance of grant awards; and, management of awarded grants by County personnel. Chapter 7 details identification and monitoring of subrecipients, and Chapter 8 identifies other important federal guidelines and national policy pertaining to grants. Lastly, a glossary defines the many terms and acronyms found within the grants industry and provides links to useful grant management and proposal writing links for more research and education by the County workforce.

The creation of these procedures and processes was a collaborative effort of the Escambia County Grants Management Team. Contributors to this handbook helped craft a document greatly defined by those whom it is intended to serve. These individuals spent many hours writing, proofing, re-writing, organizing and formatting this handbook. Specifically, the Escambia County Grants Management Team leaders include: Taylor "Chips" Kirschenfeld, Amy Lovoy, Shelly Marshall, John Huddleston, Sharon Harrell, Claudia Simmons, Susan Holt, Keith Wilkins, and Lila Cox.

DISCLAIMER This handbook is not intended to be an exhaustive listing of all rules, regulations, or laws relating to grants administration, but is a guide of standardized procedures to direct County personnel in the pursuit, application, and management of grant proposals and awards. All respective County Departments are responsible for the creation and maintenance of internal procedures that will be used in conjunction with these Countywide guidelines.

Taylor "Chips" Kirschenfeld
Senior Scientist and Department Director
Escambia County
Natural Resources Management Department

Grants Management Handbook

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CHAPTER 1: PURPOSE, SCOPE, AND AUTHORITY

PURPOSE

The purpose of this handbook is to establish uniform guidelines instructing Escambia County personnel in the pursuit of grant funding and the management of grant awards. The handbook describes the grants administration policy and procedures of Escambia County associated with:

- Grant Identification, Application, and Tracking
- Grant Award Notification, Review, and Acceptance
- Grant Oversight and Monitoring
- Grant Accounting and Reporting
- Grant Subrecipient Monitoring
- Grant Close-out

SCOPE

These grant administration procedures apply to grants pursued by County personnel and awarded to the Escambia County Board of County Commissioners (herein referred to as the “BOCC” or “Board”), and define the roles and responsibilities of County employees pertaining to the management of external funding and compliance with prescribed grant and County requirements. This handbook and other important grants information can be found at: www.myescambia.com.

This handbook is not a comprehensive listing of all rules, regulations, or laws relating to grants administration, but is a guide of standardized procedures to direct County personnel in the pursuit, application, and management of grant proposals and awards. All respective departments are responsible for the creation and maintenance of internal procedures that will be used in conjunction with these Countywide guidelines.

Definition of a Grant in Escambia County: A grant is a multi-defined instrument used by government or private entities to subsidize programs and projects that fit within the funding criteria of each respective Grantor. Due to their multi-defined characteristic, “grants” can be awarded in the form of: loan contracts, loan guarantees, cooperative agreements, joint participation agreements, contracts for services, private contributions, interlocal agreements, and other types of contractual documents. Grants can be unrestricted or restricted, to be used by the recipient in any fashion within the parameter of the recipient organization's activities or for a specific purpose by the Grantor. Typically, grants are intended to support a public purpose. Procurement of goods or services for the direct benefit of the organization and not for a broader public purpose is generally awarded in the form of a contract. A grant is defined as financial assistance awarded to the County from an external entity to carry out a public purpose of support or stimulation, or when specifically identified by the awarding agency as a “Grant” at the time of award.

GOVERNING LAWS AND REGULATIONS

Federal

- Federal Grant and Cooperative Agreement Act of 1977, as incorporated in Title 31 Section 6304 of the U.S. Code

- 2 CFR Part 200, et al. -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Single Audit Act of 1984 (with amendment in 1996) (31 U.S.C 7501-7507)

State

- Florida Statutes, Chapter 125 County Government.
- Florida Administrative Code.
- Rules of the Auditor General, Chapter 10.550, Local Governmental Entity Audits.
- Florida Single Audit Act, Florida Statutes 215.97.

County

- Board of County Commissioners (BOCC) Grant Application Policy Section II; A6 (December 6, 2007).
- Escambia County Code, Chapter 46

UPDATES AND REVISIONS

This handbook was developed through collaboration with the Escambia County Grants Management Team personnel, through a series of meetings with teams and team leaders. This document is a living document, and contains Federal, State, and County policy that by its nature may be revised over time as regulations change, new tools emerge, new processes are designed, and risks change. The Escambia County Grants Management Team will periodically review the procedures described herein, and in continued collaboration with the personnel it serves, update this document as necessary or as circumstances dictate.

CHAPTER 2: ESCAMBIA COUNTY GRANTS ADMINISTRATION POLICY

On December 6, 2007, the Escambia County BOCC adopted a grants administration policy that optimizes how the County Departments pursue and administer externally funded grants. Its adoption helps ensure the County follows all applicable budgetary and regulatory grant regulations of Federal, State, and Non-Profit Grantors.

PURPOSE

Grants are an exceptional way to fund County projects; however, they come with the expectation that all work including the management of the grant award will follow the highest standards of the regulatory and budgetary requirements of the grantor and the County. Failure to comply with such requirements can lead to a loss of goodwill and the return of funds. Inadequate review of grant proposals or grant awards may lead to the County spending General Revenue funds to support a grant project inconsistent with overall strategic direction, or may commit the County to General Revenue spending beyond the grant period. The purpose of this policy is to set forth guidance for the application of grant proposals and the administration of grants awarded to the County that ensure the efficiency and impact of grant funded programs, services, and capital improvements; increase grant revenues; limit the County’s exposure to grant related legal liability; and assure grantors and the public that the County shall discharge its responsibilities with the highest of standards.

POLICY

It is the policy of the Board of County Commissioners that the County will seek grant funding for activities and assets that are determined to further core County functions, or that provide for activities and assets that are in the best interest of the County and its residents. Specifically, the grant must be awarded to the County from an external entity to carry out a public purpose of support or stimulation. Unless exempted by Board action, all organizations directly funded by the Board shall participate in a uniform grants administration program under the direction of the County Administrator that will adequately assess grant opportunities and ensure that grant award functions follow the highest standards of the Grantor and the County.

Grants Identification, Application, and Tracking

- Grants pursued by the County should be consistent with the County's mission, strategic priorities, or adopted business plans, and no grant shall be submitted without review by the County Department. Therefore, the submission of grant proposals should be coordinated so that the effects on the County Department can be reviewed and understood beforehand and the appropriate signature obtained; and grant applications should provide reasonable and realistic outcomes that are based on information that will help to best assess the impact and efficacy of grant activities. Any grant that requires the authorizing signature of the County Administrator requires notification to the County Administrator's Office a minimum of 5 business days prior to the submission date.

Funding Analysis

- Grants that align with the strategic priorities of the County should be analyzed by the Department to examine the total effects and costs to the County due to matching requirements or new operating costs; allowance of indirect costs; whether other county revenues are necessary to cover the gap between cash expended and revenues received; and whether County General Fund revenues are necessary to support the project after the expiration of the grant.

Analysis of Grant Renewals and Continuations

- At the end of the initial grant period, all grants should be evaluated to determine the extent to which the grant project has produced desired benefits. Such an analysis should include a review of actual costs to determine if revenues associated with the grant could be better used for other purposes that are better aligned with the County's mission, priorities, and business plans. Grants awarded on a multi-year basis should be evaluated through a cost effectiveness analysis that relates the project's cost to its key outcomes or benefits to determine the extent to which they have produced positive, meaningful outcomes that provide cost effective services or improvements.

Provision of Administrative and Operational Support

- In a manner specified by the County Administrator, the County should develop procedures that ensure a detailed understanding of the regulatory and financial requirements of grant awards and that specify how grants should be implemented and monitored.

RESPONSIBILITY

It is the responsibility of County staff, under the direction of the County Administrator and Department Directors, to implement this policy and to provide proper execution, management, and closeout of the County's grant awards; and report on the submission and status of grants in a manner that assures transparency and accountability to the Board, Grantors, and the public. Support and Control Adherence to this policy and procedures will promote efficiency, better transparency, greater accountability, a strategic

approach to funding opportunities, and generally place the County in a more competitive position for securing grant funds.

CHAPTER 3: ROLES AND RESPONSIBILITIES

All County personnel engaged in preparing grant proposals and administering grant awards or responsible for grant funded assets serve an important role in the success of project outcomes and objectives ensuring that all grant terms and conditions and budgetary and regulatory requirements are met.

Below are the “key players” in the management and administration of grant funded projects received by the County and a representational list of the responsibilities.

THE BOARD OF COUNTY COMMISSIONERS

Some grant applications and other grant documents may require authorization and signature by the BOCC. The Chair of the BOCC will sign as the Authorized Organizational Representative (AOR) on behalf of the BOCC.

COUNTY ADMINISTRATOR

The County Administrator or his or her designee may sign some grant documents as the Authorized Organizational Representative (AOR) on behalf of the BOCC, unless otherwise proscribed by the granting agency.

DEPARTMENT DIRECTORS

As may be authorized by the BOCC or the County Administrator, Department Directors and their designees may sign some grant documents as the Authorized Organizational Representative (AOR) on behalf of the BOCC, shall implement County policies and procedures in this Handbook, and shall provide organizational oversight and accountability as related to grant compliance. The Department Director ensures adequate resources are provided to staff for the appropriate conduct of project management duties and grant award management, and supervises staff members who may serve as project managers and support staff for grant awards.

PROJECT MANAGER

The Project Manager is the primary person responsible for programmatic activities on an Escambia County project as authorized by the grant agreement. Although some tasks may be delegated, the Project Manager is the chief accountable person for the overall administration of the grant award and meeting the terms and conditions of the award, and for representing the project to the Grantor.

FISCAL AGENT

The Fiscal Agent may reside within a department receiving a grant or may reside in a centralized departmental support group such as the Finance Department. The Fiscal Agent is responsible for managing the financial requirements and maintaining the award record in the County’s financial system. Although some tasks may be delegated, the Fiscal Agent is the chief accountable person for the overall fiscal conduct of the grant award and meeting the budgetary terms and conditions of the award, and for representing the fiscal accounting of the project to the Grantor.

COUNTY ATTORNEY

The County Attorney’s Office provides legal advice, counsel, and legal representation to the Board of County Commissioners, the County Administrator, and the departments, agencies and officers of the

County. The County Attorney's Office prepares and negotiates contracts, settlements, and other documents pertinent to grant awards.

CLERK OF THE COURT

The Clerk of the Court is responsible for the official financial records of the BOCC and the County, and in that capacity is responsible for maintaining adequate records to ensure compliance with federal and state accounting and reporting requirements for all grants administered by departments under the County Administrator. The Clerk is also the independent auditor of County departments, and conducts independent, objective reviews and evaluations of all relevant activities under the BOCC, and coordinates the Single Audit with BOCC departments and the County's external auditors. As such, the Clerk's Office examines and evaluates the internal control systems and procedures County departments use to carry out the assigned responsibilities of the organization being audited, including the implementation requirements of a department for administering grant funds.

CONSTITUTIONAL OFFICERS

The County Constitutional Officers are responsible for maintaining adequate financial records to ensure compliance with Federal and State accounting and financial reporting requirement for all grants administered by them. All grants awarded directly to a County Constitutional Officer as defined in Article VIII, Section 1(d) of the Florida Constitution and processed directly by the offices of such County Officers will be managed by that County Officer.

CHAPTER 4: GRANT IDENTIFICATION, APPLICATION, AND TRACKING

GRANT IDENTIFICATION

Agency Websites and Listservs - Many agencies have listservs to which interested parties can subscribe to receive the latest grant opportunities and information. Visit the respective agency grants office website and subscribe per instructions.

Florida Administrative Weekly (<http://faw.dos.state.fl.us/index.html>) - The Florida Administrative Weekly is a weekly publication generated through the Florida Department of State to provide citizens access to proposed rules and regulations, notices of public meetings, and bid and Request for Proposal (RFP) announcements.

Grants.gov (<http://www.grants.gov>) - Grants.gov is the clearinghouse for all federal grant opportunities, and allows organizations to electronically find and apply for more than \$400 billion in federal grants and ultimately manage grant funds online through a common web site. Each County Department should establish a Grants.gov profile that will provide perpetual notice of grant opportunities from federal agencies.

GRANT SEEKING PROCESS

The grant seeking process includes the development of a Departmental grant planning strategy and a pre-application assessment and review.

Grant Planning Strategy

- Each County Department seeking grant funding should produce annually a prioritized list of Department (or Division) needs that can potentially be met through grant funding.

Pre-Application Assessment and Review

- The County Department initiating the grant application should perform a pre-application assessment to evaluate a grant opportunity on the following factors:
 - a) Financial
 - Total anticipated project cost
 - Match requirements and sources
 - Project income considerations
 - Staffing requirements
 - Cash flow needs
 - A continuation plan for sustaining grant funded programs if funding is reduced or terminated
 - b) Programmatic
 - Alignment with County strategic priorities and department business plans
 - Provision or expansion of services to address critical needs and core services
 - Capacity to administer the financial and administrative aspects of the grant

APPLICATION PREPARATION

Preparing the application is primarily the responsibility of each respective County Department.

Preparing for the Application

- There are certain essential elements necessary for successful submission of a grant application that must be attended to prior to filling out the grant application.
 1. Electronic proposal preparation and submission is becoming the norm for grants administration. It is important to determine that the County is properly registered in each respective system in order to submit an application. The following are an example of the various different public and private web based portals in which the County may be registered:
 - Grants.gov
 - The System for Award Management (S.A.M.)
 - The Automated Standard Application for Payments (ASAP)
 2. Allow sufficient time from the proposal due date to make certain the County is registered in a particular system. Some systems may require days or weeks to complete the registration process.
 3. There are several important numbers and persons to know to complete application documents:
 - County's EIN: 59-6000598
 - County DUNS Number: 075079673

- County Authorized Organizational Representative (AOR): County Administrator, Department Director, or designee

Writing the Proposal

- It is the initiating Department's responsibility to prepare and submit the grant proposal application.
- It is recommended that the applicant writer collaborate with their department accountant to go over the application's budget for feasibility and reasonable cost for the project.
- Read the grant guidelines thoroughly. Grant application guidelines identify what to include in the respective grant proposal, and it is critical to understand the Grantor's requirements and to follow grant application guidelines explicitly. Structure, attention to specifications, concise, enthusiastic and persuasive writing, and a reasonable budget with justification narrative are the critical elements to be considered during the writing stage.
- Grant guidelines typically identify:
 1. Submission deadlines
 2. Grantee eligibility
 3. Funding goals, priorities, and ceilings
 4. Proposal format: forms to use, page limitations, page margins, line spacing, etc.
 5. Budgets and budget justification narrative
 6. Proposal evaluation process, criteria, timetables
 7. Point(s) of contact
 8. Allowable supplemental materials, such as Letters of Support
 9. Any and all other submission requirements including letters of support

SUBMITTING THE GRANT

The County Administrator and Department Directors shall implement the BOCC grants administration policy, provide process and procedures for the preparation of grant proposals, and report on the submission and status of grants in a manner that assures transparency and accountability to the BOCC, Grantors, and the public.

All grant applications should be reviewed for compliance with all relevant policies and standards of the County and the Grantor, and analyzed for factors important to the County such as cost effectiveness and performance outcomes.

The grant application process requires sufficient time to review the application, route to the AOR for signature, and submit to the Grantor prior to the grant application deadline.

Internal Process for Proposal Submission

- The following process standardizes internal County operations for proposal submission. Per BOCC Grant Application Policy, Section II; A.6 (December 6, 2007):
 1. Prior review and approval of a competitive grant application is required by the BOCC when:
 - A. Prior BOCC approval is stated as a requirement by the grantor agency; and/or

B. There is a match of County funds included in the proposed grant (either as a requirement of the grantor agency or voluntarily offered by the applicant) and no such cash match amount has been approved in the County budget. Prior review and approval involves:

- a. Preparing a Recommendation to the BOCC;
 - b. Submitting the Recommendation and completed grant application to the County Attorney's Office with a proposed Resolution, if required for the application;
 - c. Acquiring Office of Management and Budget review and approval;
 - d. Routing the completed Recommendation, Resolution (if applicable), and completed grant application to the County Administrator's Office for review and signature; and
 - e. Submitting the completed package to the BOCC Agenda Coordinator's Office in hard copy (original) and upload to agenda quick for BOCC approval.
2. The County Administrator or his designee shall have the authority to approve grant applications without prior BOCC review/approval when:
- A. It is allowed by the grantor agency, and
 - B. The grant application includes no cash matching funds; or
 - D. In the case that BOCC approval is required but it has been determined by the responsible Department that grant submission deadlines do not allow sufficient time for prior BOCC approval,
 - a. The grant application may be signed by the County Administrator or his designee as long as the application has been reviewed and approved by the County Office of Management and Budget and the County Attorney's Office; and
 - b. At the next regularly scheduled BOCC meeting, the responsible Department shall submit a Recommendation to ratify the completed grant application package and the signature of the County Administrator or his designee.
3. Regarding BOCC approved grant applications: upon receipt of official notice of approval or denial of the grant award request by the Grantor Agency, the responsible Department shall submit to the BOCC a Recommendation for Acceptance of the grant award, or an information report in the event that the grant application is denied.

A copy of the complete proposal package shall be kept on file by the initiating Department until an award is determined. If an application is unsuccessful, the proposal file can be discarded at the discretion of the initiating Department, or it can be retained for a possible future submittal.

CHAPTER 5: AWARD NOTIFICATION, REVIEW, AND ACCEPTANCE PROCEDURES

Grant agreements are legal contracts. It is the County's responsibility to carry out grant activities to accomplish its objectives, while adhering to the regulatory and budgetary terms and conditions prescribed by the Grantor in the grant agreement. Failure to do so exposes the County to legal liability and compromises current and future grant funding. The County carries a significant legal and ethical

responsibility when accepting grant funding, and management of grant awards requires heightened awareness throughout the organization.

The award notification, review, and acceptance process has two components: (1) award notification, review and negotiation, (2) BOCC award acceptance and appropriation of grant funds, and (3) Award and Project Setup.

AWARD NOTIFICATION, REVIEW, AND NEGOTIATION

The submission of grant proposals and the acceptance of grant awards, including review of the terms and conditions of the grant award, are managed by County Departments.

1. Upon receipt of a grant or contract award notice, the Department will contact the County Administrator's Office, the County Attorney's Office, and the Office of Management and Budget to coordinate the internal review, acceptance, execution and setup process.
2. The County Attorney's Office shall conduct a legal review of the grant agreement to assess whether the terms and conditions of the agreement are legally enforceable and ensure the County's interests are protected.
 - If the County Attorney's Office review identifies no issues with the terms and conditions of the agreement, the initiating Department shall prepare and submit a BOCC agenda item to accept and appropriate the grant funds.
 - If the legal review identifies any issues with the terms and conditions of the award, the Department and County Attorney's Office will coordinate contacting the Grantor and seek to resolve the issue.

BOCC ACCEPTANCE AND APPROPRIATION

The initiating Department is responsible for ensuring that approval to accept the award is completed by the date required by the Grantor for full execution.

1. The initiating Department prepares the BOCC agenda item for BOCC approval.
2. Following BOCC acceptance and execution of the grant award agreement, the initiating Department shall submit the signed grant agreement to the Grantor.
3. The initiating Department provides an original of the fully executed grant agreement to the County Clerk's Office when the fully executed grant award is returned to the County by the Grantor.
4. The initiating Department and the Office of Management and Budget prepare and submit a budget amendment for BOCC approval and to add the grant award to the Department's budget.

AWARD AND PROJECT SETUP

Once the grant has been accepted and appropriated by the BOCC, the initiating Department and the Clerk's Office shall prepare and maintain a file for each grant that will be available for inspection by any local, state and federal auditors. The initiating Department will provide the Clerk's Office all pertinent information relevant to financial reporting.

CHAPTER 6: MANAGING THE GRANT

Grant funds must be properly received and managed by the County. Violations can result in a range of penalties including suspension of future funds from the Grantor, return of all funds associated with the award including those already expended, and civil or criminal penalties.

MONITORING AND OVERSIGHT OF THE GRANT

The Project Manager is the liaison with the Grantor regarding program performance, operational requirements and monitoring, and will supervise all programmatic (operational) aspects of the grant in accordance with the terms and conditions of the grant. He or she is responsible for conducting or coordinating all internal program monitoring and ensuring preparation and submission of all required program reports by or before the specified deadlines in the award agreement.

The Clerk's Office will provide essential support to County Departments and agencies to assure all Grantor and County regulatory, budgetary policy, and procedures are followed.

FISCAL ACCOUNTABILITY

Receipt and Use of Grant Funds

1. No grant funds shall be disbursed until a BOCC agenda item and appropriation request have been approved by the BOCC, an award and project have been established, and required documentation is complete.
2. Grant funds may only be used for grant related expenses and expended within the period of performance identified in the grant agreement.
3. Departments receiving grant funds shall adhere to County policy and procedures regarding revenue collection, accounting, and reporting of grants received by the County.
4. Modifications or reallocations to the awarded budget that alters the grant amount or moves funds from one budget line item to another must adhere to Grantor and County policy and procedures.
5. Grant funds awarded to the County shall not be used to supplant an existing expense so that current funds can be diverted to another use, unless such use of grant funds is explicitly identified as allowable in writing by the Grantor in the grant award.
6. All income resulting from a grant funded project or program shall adhere to County revenue and grants policy and procedures, and managed and maintained as established in the grant agreement.
7. All procurement activity associated with grant funded projects or programs shall follow the Grantor and County policy and procedures for procurement of goods, as well as, procurement standard relative to the 2 CFR 200.318 – 200.326.

All property acquired through grant funds shall follow the Grantor and County policy and procedures for property or inventory control.

All grant and related matching revenues and expenditures shall be recorded in the grant project. Any revenues or expenditures that occur in another program/project that are applicable to a grant or that are used as a match shall be recorded.

Requirements Debt Financing Costs related to Fixed Assets

If the project is for the acquisition, construction, or replacement of capital assets that would be used in support of Federal Awards, the debt financing costs may be allowable under 2 CFR 200. For specific conditions, refer to 2 CFR 200.449(c) - (g).

Required Certifications

If the grant date begins on or after December 26, 2014, as required by 2 CFR 200 the designated grant manager will assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, 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).”

Expenditure Monitoring/Award Reconciliation

It is critical to the overall success of a project that grant funds are expended accurately. After initial setup, grant awards should be reconciled on a monthly basis to ensure:

- Expenditures are allowable, allocable, necessary, and reasonable based on terms and conditions of the grant award
- Expenditures are adequately supported by documentation
- Expenditures are charged to the correct project
- Award spending is commensurate with the project timeframe

Cost Transfers

Incorrectly posted charges to grant funded projects must be fixed within regulated time-constraints, which is why routine account reconciliation is critical. Failure to transfer incorrectly posted charges in a timely manner may result in the expense being disallowed for grant reimbursement.

- All cost transfers moving an expenditure from one grant funded project to another grant funded project should be made within 90 days from the end of the calendar month in which the transaction appears.
- Any cost transfer removing expenses from a grant funded project to a non-grant funded project must be made without regard to a time limit.

Cost Sharing/Matching

- Cost sharing (a.k.a. matching) is provided either through cash or expenditures, in-kind services, or via a third party commitment.
- Cost share must fit the same definition of eligible grant expenditures in order to be charged against a grant award.
- The source of cost share must be identified at award setup and tracked for reporting.

Program Generated Income

- Some grant programs contain tasks or objectives that may result in program generated income (PGI). Typically, PGI could come from fees collected for services performed or registration fees for conferences or workshops. Such fees can also be generated through subawardees and must be accounted for in the same manner. PGI may be used for a project in three ways:
 1. Additive: PGI is added to funds committed to the project by the Grantor and used to fulfill eligible project or program objectives.
 2. Cost Share: PGI is used to finance a share of the project or program.
 3. Deductive: PGI is deducted from the total project or program budget.
- It is important that PGI be anticipated and disclosed in the grant proposal budget, which should include a plan for utilization that identifies the method of use. The plan should also include use of income collected in excess of expenditures.
- If PGI is not disclosed at the proposal stage, the Grantor must be promptly notified that the project will generate PGI to determine how PGI is to be used.
- All program income must be accounted for during the performance period of the award and be reported per the method of utilization approved by the Grantor. Failure to disclose program income may require that all PGI be treated as Deductive.

Support of Salaries and Wages

- Compensation for personnel services on federal grants must be based on payrolls documented through standard County policy and procedures. The consequences of noncompliance with employee time and effort certification may be the disallowance of such charges to a federal grant program.
- Salaries and wages of employees used in meeting cost sharing or matching requirements of federal awards must be supported in the same manner as those claimed as allowable costs under federal

awards. The consequences of noncompliance with employee time and effort certification may be the disallowance of such charges to a federal grant program.

- When an employee works on a single federal award, charges for their salaries and wages can be supported by periodic certification that the employee worked solely on that program for the period covered by the certification. Such certification can be prepared annually and should be signed by the employee or supervisor who has first-hand knowledge of the work performed by the employee.
- When an employee works on multiple awards (including federal and non-federal), a distribution of their salaries and wages can be supported by a personnel activity report that:
 - a. Reflects an after-the fact distribution of the actual activity of the employee
 - b. Accounts for total compensated activities
 - c. Should be prepared at least monthly and coincide with one or more pay periods
 - d. Should be signed by the employee or supervisor who has first-hand knowledge of the work performed by the employee

Equipment and Real Property Management

- Equipment purchased with grant funds shall be used exclusively during the life of the grant for the project or program for which it was acquired.
- Grant purchased equipment must be properly maintained and safeguarded, and equipment records must be maintained per County inventory policy and procedures.
- After the grant award is closed and equipment is no longer needed for its originally authorized purpose, the Project Manager may request disposition instructions from the Grantor and follow County policy and procedures for property and inventory control.

GRANT REPORTING

Every award has reporting requirements specified in the grant agreement. It is critical that all reports are complete, accurate, and submitted per the specified dates outlined in the agreement. Accurate and timely reporting is critical to maintaining a good relationship with the Grantor. Requirements and procedures are established to ensure that grant funds are expended and accounted for in a method that provides accuracy, uniformity, and consistency. Late or inaccurate reports may negatively impact current or future funding and result in Single Audit findings.

Types of Reports

- Performance: The recipient Department is required to regularly submit and retain performance reports that reflect grant funded operational progress as required by the grant agreement.
- Financial: The recipient Department is required to regularly submit and retain financial reports that reflect the grants fiscal health as required by the grant agreement.
Close-out: Per the grantor award terms and conditions, the recipient Department is required to submit all financial, performance, and other reports as stipulated by the grant.

NOTE: Invoices are expected to be submitted to the Grantor no more than monthly and no less than semi-annually unless otherwise noted by the Grantor.

Close-Out

- Not later than 90 days after the expiration or termination of the grant, the recipient Department is required to submit all financial, performance, and other reports required in the grant conditions.
- The Project Manager is responsible for coordinating the timely and accurate preparation and submission of all reports per the grant agreement.
- The Department shall file all reports in a grant repository ensuring HIPAA compliance, safeguarding of assets including intellectual property, fiscal records retention, and any additional requirements of the Grantor.

GENERAL STANDARDS FOR SUPPORTING DOCUMENTATION

Costs claimed by the County under its grants must be allowable, allocable, and reasonable, and adequate documentation to support charges to the grant must be maintained. Expenditures under most cost reimbursement grants are governed by the cost principles established by federal, state, and other Grantors and must conform to the respective policies, grant special provisions, and County policies.

- Typical grant transactions may include: personnel costs, purchase of equipment and supplies, costs for contracted services, grant income or revenue, etc. Grantees must submit documentation of eligible expenses and proof of payment for expenses incurred during the reporting period.
- Documentation of eligible expenses may include copies of invoices, receipts, payroll or labor reports, or other proof that complies with federal and state audit standards. Proof of payment of expenditures may include a copy of a credit card receipt, receipt showing cash payment, cancelled checks, bank statements, or other proof that complies with federal and state audit standards. A supplemental accounting record may accompany the receipts and cancelled checks.

FILE MANAGEMENT, ACCESS AND RETENTION

The Department will be responsible for the management; access and retention of grant related files, activities, equipment, and facilities.

Grant File Structure

- All department and master files associated with a grant award must maintain a file structure that includes the following sections with clear separations between different fiscal years, unless otherwise directed by the Grantor:
 1. Proposal Submission Section
 - a. Proposal guidelines and supporting legislation
 - b. Copy of the original submitted grant application

- c. Information and data used in preparation of and support of the grant proposal, etc.
 - d. Any correspondence related to the proposal
- 2. Award Section
 - a. Grant award letter with budget and special conditions
 - b. BOCC agenda item
 - c. Grant amendments, modifications, extensions, cancellations and terminations and correspondence related to the award
- 3. Financial Section
 - a. Account set up documents
 - b. Purchase orders,
 - c. Invoices
 - d. Grantor approvals for items such as budget reallocation, changes to scope, procurement and vendor selection
 - e. Performance and fiscal reports on grant activities
 - f. Personnel time and effort worksheets
- 4. Reports Section
 - a. All reports to Grantor – progress, technical, quarterly, annual, final, etc.
 - b. Evaluation forms and data
 - c. Compliance monitoring reports from desk audits or on-site visits
 - d. Project Closeout documents
- 5. Subrecipient Documents Section (if applicable)
 - a. Subrecipient contract
 - b. All site visit documentation
 - c. Any subrecipient correspondence
 - d. All other pertinent or necessary information to show compliance with the award terms and conditions

- Recipient Departments are obligated to protect records adequately against loss, theft, fire or other damage in accordance with statutory provisions.

GRANT CLOSEOUT

The grant closeout is a critical piece in the life cycle of a grant, and is the process by which the County performs all necessary administrative and financial actions to satisfactorily complete all requirements set forth in the grant agreement. Preparation for closeout usually begins 60 to 90 days prior to the end date of the grant to accurately forecast expenses and make any adjustments to accounting entries. Generally, the closeout process addresses these three areas:

1. Physical completion of work
2. Administrative requirements for closeout
3. Financial requirements for closeout

Ninety (90) days prior to grant end date:

1. Determine if a No Cost Extension (NCE) is required to complete the proposed objectives or if a competing renewal is pending. **NOTE: An award cannot be extended until the Grantor approves and provides a grant modification.**
 - If a NCE is required, coordinate with the County Office of Management and Budget and the County Clerk's Office.
2. Review the terms of the award and ensure that all deliverables are submitted by the designated due dates including Final Progress/Technical Reports and Final Property Reports.
3. Verify that all costs charged to the project are appropriate. If a correction is required, work with the applicable County personnel to make necessary adjustments.

Sixty (60) days prior to the grant end date:

1. The Project Manager with support from applicable County grant management service personnel is responsible for assembling a project close out package.
2. Project Manager shall discuss the status of the award and review all expenditures for account reconciliation with applicable County grant service personnel. If there are budgetary restrictions, check variances from budget to actual expenditures for noncompliance.
3. Notify any subcontractors of the deadline to submit final invoices.

Thirty (30) days prior to grant end date:

1. Prepare all necessary payroll authorizations to transfer expense to another funding source, or prepare to terminate grant funded personnel effective the last day of the award.
2. Follow-up on all outstanding purchase orders, and contact delinquent vendors to submit invoices promptly to expedite closeout.

3. Cancel all outstanding commitments by contacting the Purchasing Department.
4. If applicable, contact any supporting County departments in writing (email or memo) to notify them to change account numbers being charged.
5. Gather all cost-sharing detail delineated in the proposal that must be reported to the Grantor.

Thirty (30) days after award end date:

1. Review all expenses after end date to determine eligibility. Prepare and submit to applicable County grant management service personnel a journal entry removing unallowable expenses.
2. Contact applicable County grant management service personnel to finalize costs on the award.

Ninety (90) days after award end date:

1. Review final financial report, contact applicable County grant management service personnel for any discrepancies.
2. **Not later than 90 days after the expiration or termination of the grant**, submit all financial, performance, and other reports required in the grant conditions.
3. The grant closeout package shall be placed in the grant's master file.

File Retention

- The County maintains records for at least five years following the closure of its most recent audit report. If any litigation, claim, negotiation, audit, or other action involving grant records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
- Grantors may require retention periods in excess of five years. Departments must ensure they comply with retention requirements specified by each Grantor.
- Retention requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records.
- Source documents include copies of all awards, applications, and required recipient financial and narrative reports. Personnel and payroll records shall include the time and attendance reports, personal activity reports or equivalent documentation for all individuals reimbursed under the award.
- Once the mandatory retention period has lapsed, the recipient department may request that the grant record be properly destroyed.

GRANT MODIFICATIONS, EXTENSIONS, OR CANCELLATIONS

During the course of a grant's lifetime, there are times when changes are necessary to either the budget or the project scope-of-work. Most of these changes, typically called grant amendments, are allowable, but it is important to follow the procedures written in the grant agreement or in the guides provided by the grantor. These changes must be pre-approved by the Grantor before they are considered eligible.

Grant Modifications

- Written confirmation from the grantor is necessary before any money is spent on items different from what was approved in the original budget. Also, project activities that deviate from those originally proposed in the grant application shall be documented and receive prior approval from the grantor before instituting these changes.
- Copies of any budget amendments or similar documentation affecting the grant budget shall be sent to the Clerk's Office and the Office of Management and Budget.

Extensions

- Most grants allow for at least one no-cost time extension to complete a project, if necessary. These requests must be documented, and written approval must be received from the grantor, usually in the form of a grant amendment/modification.
- Subcontract extensions may have to go through the BOCC for approval. The Department should contact the County Attorney's Office for guidance on its specific subcontract(s). If BOCC approval is necessary, the Department shall send the amendment to the BOCC for approval.
- Copies of these extension approvals shall be forwarded to both the Clerk's Office and the Office of Management and Budget.

CHAPTER 7: GRANT SUBCONTRACTING, SUBRECIPIENT MONITORING PROCEDURES, AND REQUIREMENTS

The County will regularly encounter situations where it does not have the workforce capacity to adequately fulfill all of the grant objectives and must seek out other entities to perform certain functions. These activities will be obligated in the form of a subcontract or subaward. As well, during the course of the grant award, certain materials, supplies, and equipment may be purchased if allowable in the grant.

It is important that subrecipients and contractors be defined accurately, as there are specific requirements the County must comply with based on the designation. Accurate classification of subrecipients and contractors is critical to a program's success and integrity.

CONTRACTOR

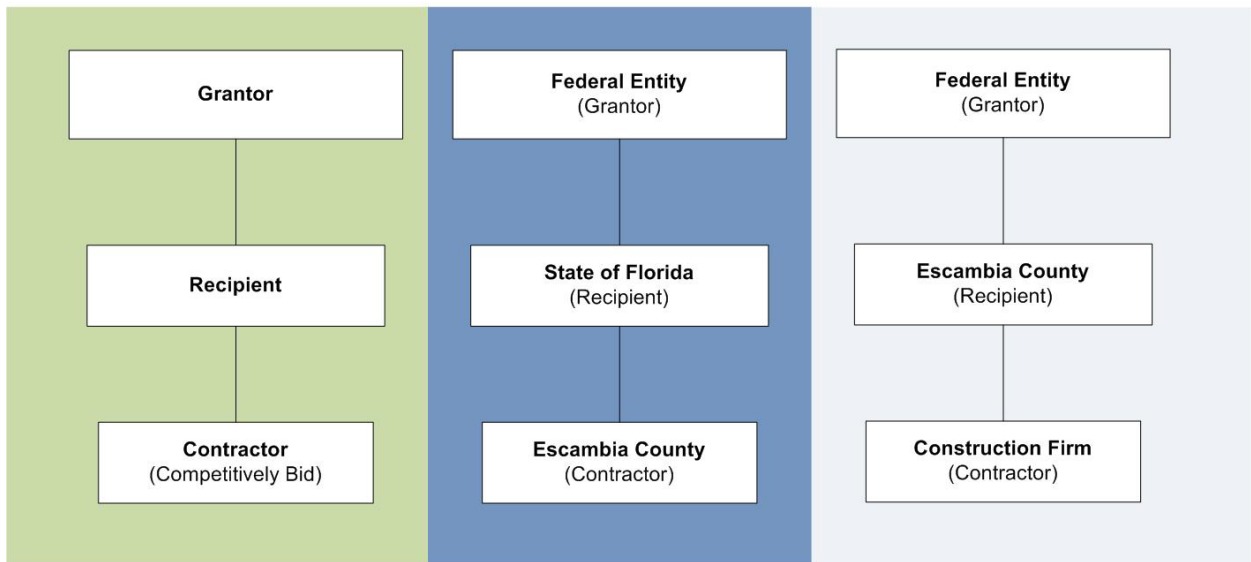
A contractor is defined as "an entity that receives a contract for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor."

A contractor agreement is issued for obtaining routine commercial services, supplies, and equipment that require no special handling or prior approvals, and are issued as standard purchase orders.

Characteristics of a contractor:

1. Provides the goods and services within normal business operations
2. Provides similar goods or services to many different purchasers
3. Normally operates in a competitive environment
4. Provides goods or services that are ancillary to the operation of the program, and
5. Is not subject to the compliance requirements of the program.

Examples of Contractor Scenarios for Escambia County



SUBRECIPIENT

A subrecipient is an entity that expends grant funds received from a pass-through entity to carry out a project. A subrecipient is an external entity with special expertise or resources that the County does not possess, but are necessary to fulfill the overall objectives of the project.

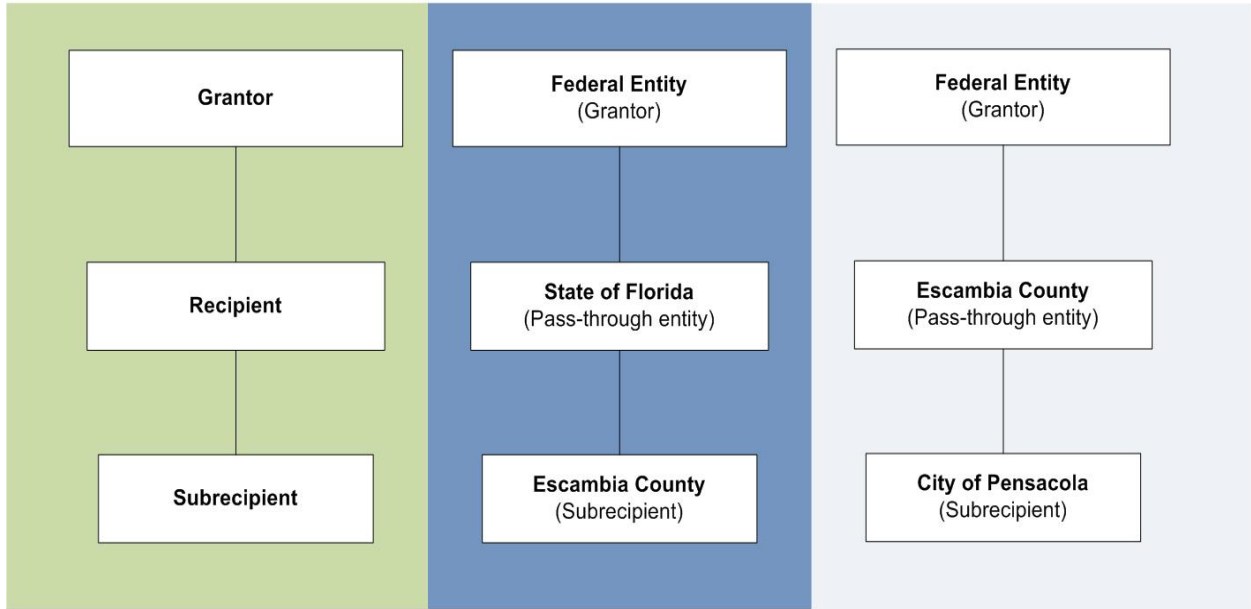
A subaward is issued for financial or other support from a qualified organization known as a subrecipient for the performance of a substantive portion of the programmatic effort under the prime award. A subaward usually requires prior approval of the Grantor and is subject to subrecipient monitoring.

Characteristics of a subrecipient:

1. Determines who is eligible to receive what Federal assistance;
2. Has its performance measured in relation to whether objectives of a Federal program were met;
3. Has responsibility for programmatic decision making;

4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

Examples of Subrecipient Scenarios for Escambia County



In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

SUBRECIPIENT MONITORING & REQUIREMENTS – EXTERNAL AGENCIES

All grant requirements placed upon the County will flow-down to any subrecipient, and it is the prime grantee’s responsibility to ensure subaward compliance with the prime grant provisions. All subawards issued under federal grants must contain language requiring subrecipients to fulfill the prime grant requirements. State award requirements under the Florida Single Audit Act are similar regarding subawards; however, to ensure compliance review the current Florida Statute Title XIV Chapter 215.97 Florida Single Audit Act. Further, some grant agreements may have more strenuous requirements; therefore, the grant agreements must be reviewed to maintain compliance with the grant. See Appendix I for an example of the subrecipient monitoring and requirements.

1. Every subaward must be clearly identified to the subrecipient as a subaward and include the following information at the time of the subaward and if any of these data elements change. When some of the

information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Federal award identification information required:

- Subrecipient name (must match the name associated with its unique entity identifier);
- Subrecipient's unique entity identifier;
- Federal Award Identification Number (FAIN);
- Federal Award Date of award to the recipient by the Federal agency;
- Subaward Period of Performance Start and End Date;
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
- Total amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
- Total amount of the Federal Award committed to the subrecipient by the pass-through entity;
- Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
- CFDA Number and Name ; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- Identification of whether the award is R&D; and
- Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR 200.414 Indirect (F&A) costs).

2. The Project Manager will advise subrecipients of requirements (including but not limited to financial and non-financial reporting) imposed on them by federal laws, regulations of the flow-down provisions of the prime contract or grant agreement, and any supplemental County requirements imposed depending on a level of risk determination by the County.

3. The Project Manager, along with applicable County grant related service personnel, will monitor the subrecipients' use of grant funds and may issue a written report summarizing the results and any corrective actions needed. Monitoring of the subrecipient must include:

- Reviewing financial and performance reports required.
- Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal Award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity by 2 CFR 200.521 Management Decision.

4. The Project Manager, along with applicable County grant related service personnel, will ensure that the County receives annual audit reports from subrecipients required to have an audit in accordance with OMB Circular A-133 for auditee fiscal years beginning prior to December 26, 2014 and 2 CFR 200 for auditee fiscal year beginning on or after December 26, 2014.

5. Upon receipt of an unfavorable audit report from a subrecipient, the Project Manager, along with applicable County grant related service personnel, will confirm that the subrecipient has taken appropriate and timely corrective action. If a material weakness or other reportable condition exists, monitoring of the subrecipient will be more frequent and management actions will be taken as appropriate.

6. All subawards for which monitoring is mandated should be reviewed regularly throughout the year and should include:

- Advising subrecipients of all applicable federal laws and regulations, and all appropriate flow-down provisions from the prime agreement
- Routine receipt and review of technical performance/progress reports
- Routine review of expenses-to-budget
- Periodic on-site visits, or regular contact, if necessary
- The option to perform "audits" if necessary
- Review of A-133 or 2 CFR Part 200 audit reports filed by subrecipients and any audit findings
- Review of corrective actions cited by subrecipients in response to their audit findings
- Consideration of sanctions on subrecipients in cases of continued inability or unwillingness to have required audits or to correct non-compliant actions

SUBAWARD CLOSEOUT

An integral part of subcontract monitoring is close-out of the subcontract at the end of the project period. In general, a subcontract is closed when all deliverables have been met and the final payment has been made.

PROCUREMENT AND SUSPENSION AND DEBARMENT

Escambia County and its subrecipients shall not award grant assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

- It is the responsibility of the County Department and County Purchasing Department to ensure that any subcontractor or subrecipient funded through a grant award is not prohibited from receiving federal or state funds due to suspension or debarment. A person or entity debarred or suspended is excluded from federal financial and non-financial assistance and benefits under federal programs and activities. Debarment or suspension of a participant in a program by one agency has government-wide, reciprocal effect. Contact the Purchasing Department for assistance in determining suspended or debarred contractors.

- The Project Manager will ensure that the federal Excluded Parties List System (EPLS) site and the state Convicted/Suspended/Discriminatory/Complaints Vendor Lists are checked prior to entering into any contractual relationship or use of services.
 - a. EPLS: The System for Award Management (SAM) is the now the official federal system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. It is accessed at: <https://www.sam.gov/portal/public/SAM/#1>.
 - b. Convicted/Suspended/Discriminatory/Complaints: Vendor Lists are accessed at: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.
 - c. LEIE: The U.S. Department of Health and Human Services Office of Inspector General maintains a list of all excluded individuals and entities called the List of Excluded Individuals and Entities. These individuals and entities are excluded from providing services for federally funded health care programs. It is accessed at: <http://exclusions.oig.hhs.gov/>.

CHAPTER 8: OTHER IMPORTANT FEDERAL GUIDELINES AND NATIONAL POLICY GUIDANCE

DUNS NUMBER

The Federal government requires that all applicants for Federal grants, cooperative agreements, and subawards, with the exception of individuals other than sole proprietors, have a Data Universal Numbering System (DUNS) number to better identify organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

As of October 1, 2010, all federal grants of \$25,000 and over are subject to the FFATA subaward reporting requirements. Prime awardees are required to upload the subrecipient information in the FFATA Sub-Award Reporting System (FSRS) (<https://www.fsrs.gov/index?&>). Subrecipients must maintain an active registration in the System for Award Management (S.A.M.) in order to receive federal funding.

- County grant staff should upload the subrecipient information for all applicable subaward obligations in the amount of \$25,000 or more no later than the 20th of each month following the month that the subaward was executed.
- Per the Act, a prime awardee must provide:
 - a. The prime awardee DUNS number and the DUNS number of any sub-awardee(s)
 - b. The names and total compensation of the five most highly compensated officers of a prime or sub-awardee entity, if the entity in the preceding fiscal year: (1) Received 80 percent or more of its annual gross revenues in federal awards and \$25,000,000 or more in annual gross revenues from federal awards; and (2) the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of

the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS

It is the responsibility of the Department to ensure compliance with the following federal requirements involving construction related projects. Departments should plan accordingly to ensure that adequate time, funding and staffing are available to carry out these additional responsibilities. These requirements shall flow-down to all subcontractors funded through a grant award.

Davis-Bacon Act

- The Davis-Bacon Act of 1931 is a federal law that established the requirement for paying prevailing wages on public works projects. All federal government construction contracts, and most contracts for federally assisted construction over \$2,000, must include provisions for paying on-site workers no less than the locally prevailing wages and benefits paid on similar projects.

Uniform Relocation Assistance Act

- The Uniform Relocation Assistance Act (a.k.a. Uniform Act) of 1970 is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federally funded projects.
- When conducting a program or project under the Uniform Act there are very specific legal responsibilities to affected property owners and displaced persons that must be addressed. The following must be considered prior to property acquisition:

For Real Property Acquisition (for federally funded programs and projects):

- Appraise property before negotiations
- Invite the property owner to accompany the appraiser during the property inspection
- Provide the owner with a written offer of just compensation and a summary of what is being acquired
- Payment for property before possession
- Reimburse expenses resulting from the transfer of title such as recording fees, prepaid real estate taxes, or other expenses
- Provide relocation advisory services to displaced tenants and owner occupants

For Residential Displacements (for federally funded programs and projects):

- Provide a minimum 90 days written Notice to Vacate prior to requiring possession
- Reimburse residents for moving expenses

- Provide payments for the added cost of renting or purchasing comparable replacement housing

For Non-residential Displacements (businesses, farms, and nonprofits) (for federally funded programs and projects):

- Provide relocation advisory services
- Provide a minimum 90 days written Notice to Vacate prior to requiring possession
- Reimburse for moving and re-establishment expenses

CONFLICT OF INTEREST

- As a part of the grant application process, the grant preparer must positively state on any grant form, if asked, that there is an absence of a financial or other interest or affiliation held by them or a member of their immediate family in the funding agency or in companies from which goods and services will be obtained under the supported activity.
- Should there be a conflict of interest within the County, the initiating Department shall ensure that the procedures outlined by the Human Resources Department are followed and that the employee in question notifies the Human Resources Department of any change in the employee's "conflict of interest" status.

GRANT FRAUD, WASTE, AND ABUSE

Waste, fraud, abuse, misconduct or any other serious deviation from acceptable grant practices when proposing, carrying out, or reporting activities or results that involve a grant is considered grant misconduct.

NATIONAL POLICY REQUIREMENTS

County grant staff shall adhere to National Policy Requirements affecting grants; a sample of these policies are named below. It is the responsibility of County grant staff to ensure that subrecipients adhere to these applicable policies.

Civil Rights Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance. In most cases, when a recipient receives Federal financial assistance for a particular program or activity, all operations of the recipient are covered by Title VI, not just the part of the program that uses the Federal assistance.

Equal Services Provider SCG is an equal employment and services provider. All grant decisions are based on merit and program need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, weight, religion, creed, physical or mental disability, marital status, veteran status, political affiliation or any other factor protected by law.

Limited English Proficiency (LEP) individuals may have a language barrier preventing them from accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and

activities. Title VI and Title VI regulations require that recipients take reasonable steps to ensure meaningful access to the information, programs, and services they provide.

American with Disabilities Act (ADA) requires that state and local governments be accessible to people with disabilities. For additional information regarding statute and regulations <http://www.ada.gov/> or contact the County Attorney's Office.

Other National Policy Requirements include the Age Discrimination Act, Section 504 of the Rehabilitation Act, Fair Labor Standards Act, Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Anti-Kickback (Copeland) Act, Lobbying Restrictions, Debarment and Suspension, Freedom of Information Act, and Drug-Free Workplace Act.

The following National Policy Requirements generally relate to construction grants: National Environmental Policy Act (NEPA), Federal Water Pollution Control Act (Clean Water Act), Clean Air Act, National Historic Preservation Act, and Contract Work Hours and Safety Standards Act.

EXTERNAL AUDITS/REVIEWS/MONITORINGS

1. The following internal entities must be promptly notified in the event the award or program is selected for audit by the Grantor:

- County Office of Management and Budget
- County Clerk's Office
- County Administrator
- Department Director
- Project Manager

TYPES OF EXTERNAL AUDITS

Federal Single Audit Act & 2 CFR Part 200

- Federal audit and annual reporting requirements are contained in 2 CFR Part 200 Subpart F (Audit Requirements). Non-federal entities expending \$750,000 or more in a year in federal awards are required to have a single or program-specific audit conducted for that year, performed by an outside auditor. It is important that all grant activity and any changes to the grant are well documented to facilitate any audit. Additional elements of the report are prepared in accordance with the Government Auditing Standards, issued by the Comptroller General of the United States; the provisions of the Office of Management and Budget (OMB) and the Single Audit Act; and the rules of the Auditor General of the State of Florida.
- The following activities are the fourteen types of compliance requirements considered in every audit conducted under OMB 2 CFR Part 200, Appendix XI to Part 200, and are found highlighted throughout this manual:
 - A. Activities Allowed or Unallowable
 - B. Allowable Costs/Cost Principles

- C. Cash Management
- D. Reserved
- E. Eligibility
- F. Equipment and Real Property Management
- G. Matching, Level of Effort, Earmarking
- H. Period of Performance
- I. Procurement and Suspension and Debarment
- J. Program Income
- K. Reserved
- L. Reporting
- M. Monitoring
- N. Special Tests and Provisions

Florida Single Audit Act

- The Florida Single Audit Act establishes uniform audit requirements for state financial assistance, and follows the same cost principles and requirements established in the Federal Single Audit Act.

Granting Agency or Pass-Through Agency Audits

- Each Grantor and/or pass-through agency may have different terms they use when conducting reviews of programs they fund. However, no matter the term used, the agency is reviewing documentation that substantiates whether the County is in compliance with the terms and agreements associated with the specific grant or subaward. These reviews are usually more programmatic in nature although the associated fiscal monitoring can be more detailed. The fiscal monitoring is usually more specific than the single audit in that the reviewing agency requests a number of individual client files and all related programmatic and fiscal documentation to determine allowable services as well as costs.

TYPES OF INTERNAL AUDITS

County Audit

- The County Clerk's Office is responsible for conducting independent, objective reviews and evaluations of all relevant activities under the Escambia County Board of County Commissioners (BOCC). They specifically examine the controls, procedures, and finances of an organization, which then results in a written report to the BOCC and management. These audits assist

management in achieving efficient and effective administration of their areas of responsibility, improving county operations and fulfilling its stewardship of taxpayer dollars.

CODE OF FEDERAL REGULATIONS AND OFFICE OF MANAGEMENT AND BUDGET CIRCULARS

OMB 2 CFR Part 200

- This OMB provides guidance for Cost Principles for State, Local, and Indian Tribal Governments. This guidance is to serve as cost principles guidance for Escambia County Government, unless the grant program's guidance states otherwise.

GLOSSARY

Accounts Receivable: Accounts receivable is costs that are billed to the Grantor agency for which the County has not yet received payment.

Allowable/Eligible Cost: An allowable or eligible cost is an expense that can be charged directly to the Grantor agreement and is not specifically excluded by government regulations or by the grant agreement.

Application/Offer: An application or offer is a formal request of agency approval for funding of cost objectives based upon the County's project accomplishments.

Authorized Organizational Representative (AOR): For Escambia County, this person is the County Administrator or his or her designee. The Authorized Organization Representative (AOR) submits grant applications to Grants.gov on behalf of the County and is authorized to enter into contractual obligations on behalf of the County. AORs have the authority to sign grant applications and the required certifications and/or assurances that are necessary to fulfill the requirements of the application process.

Budget: A budget is a Project Manager's financial plan that lists the type of expenditures and the dollar amounts required to carry out project objectives.

Budget Period: A budget period is an interval of time in which the project is divided for budgetary purposes.

Carryover: A carryover is the remaining budget balance available from a project that may be continued into subsequent budget periods of the next fiscal year or budget period. Carryovers are not always automatic or allowed by all funding agencies.

CAS: Cost Accounting Standards, designed to achieve uniformity and consistency in the measurement, assignment, and allocation of costs to government contracts.

CFDA: Catalog of Federal Domestic Assistance, a database of all federal programs available to state and local governments.

CFR: Code of Federal Regulations

CFSA: Catalog of State Financial Assistance, a database of state projects that provide financial assistance to non-state entities.

Cost Overruns: Cost overruns are allowable costs incurred in excess of funding by the Granting agency and required match by the County.

Cost Share: a.k.a. matching; those funds or services committed to a project and provided by the County or a third-party entity.

COTR: Contracting Officer's Technical Representative, an employee of the Grantor responsible for managing the technical aspects of the grant.

Deliverables: Agreed upon tasks that are completed and submitted within a scheduled time frame. A written report is typically required to accompany each deliverable.

Disallowed/Ineligible Costs: Disallowed or Ineligible costs or Ineligible costs are costs that are not reimbursable by the Granting agency.

Grants.gov E-Business Point of Contact (POC): The E-Business POC is the single person responsible for the administration and management of grant activities in his/her organization. In concert with management, E-Business POCs provide organizational staff the ability to submit grant applications through Grants.gov (i.e., authorizes AOR).

Electronic Grants: The administration of a grant using the electronic media which may not result in official hard-copy documents.

Encumbrances/Obligations: Encumbrances and obligations are the amount of items ordered, services rendered, contracts awarded, or similar transactions that are outstanding or unpaid at the end of the accounting period.

Equipment: Equipment is non-expendable items such as furniture, instruments, or repairable machines with a useful life of more than one (1) year, with a single unit cost in excess of \$1,000.

Federal Pass-Through: An award that comes from a state or non-federal source, but the prime source of funding originally came from a federal source.

Fiscal Year: Escambia County's fiscal year is October 1 -September 30.

Florida Single Audit Act: The purpose of the act is to establish uniform state audit requirements for state financial assistance provided by state agencies to nonstate entities.

Fully Executed Agreement: Fully executed agreement is an agreement that is signed by all parties involved.

Grantor/Granting Agency: Granting agency is the external organization funding a particular project.

Grants/Award: A grant agreement shall be used as the legal instrument whenever its principal purpose is the transfer of money, property, services, or anything of value to the state, local government or other recipient in order to accomplish a public purpose of support or stimulation authorized by federal statute.

Grants Officer: a.k.a. Contracting Officer, the employee of the Grantor who is responsible for administering the financial aspects of the grant.

Matching/Cost Sharing: Matching or cost sharing is defined as the sharing of costs of a Grantor agreement by the County. Matching is typically done on grants and not contracts. Matching or cost sharing can be in-kind, cash, or a combination of both.

OMB: Federal Office of Management and Budget; issues Circulars that are instructions or information issued by OMB to federal agencies, which are then passed down to grant recipients.

Office of Management and Budget Circulars: OMB 2 CFR Part 200– Establishes principles and standards for determining costs for federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and federally-recognized Indian tribal governments.

Original Budget: First budget approved by the funding agency.

Period of Performance: Period of time in which the project performance and related costs are incurred. The start date is the first day that activity and reimbursement of costs begin. Likewise, the end date is the last day that activity and related costs can be incurred.

Point of Contact: An individual who is designated as the person responsible for coordinating communication among the various parties associated with grants, i.e. granting agencies, auditors, program managers, third parties, subrecipients, and other interested parties.

Procurement Contract: A contract used when the principle purpose of the transaction is the acquisition of property or services for the direct benefit or use of the awarding entity.

Program Income: Program income means gross income received by the recipient or a subrecipient directly generated from the use of CDBG funds, except as provided in paragraph (a)(4) of this section.

Project Manager: The County employee who has direct responsibility for carrying out the requirements of a Grant project and for producing the final technical report and for providing the required deliverables if applicable.

Project Award: The project award is the approval and funding of a project as detailed in the official award document that specifies the amount of funding, project period, and any special requirements or restrictions.

State Pass-Through: An award that comes from a non-federal, non-state source, but the prime source of funding originally came from a State of Florida source.

Supplies: Supplies are expendable items that are consumed or otherwise deteriorated in less than two years and having a purchase price of less than \$ 1,000.

Subcontracts: A subcontract is a contract that assigns some of the obligations of a contract to another party. The terms of the obligations are outlined in the same manner as described under contracts.

Subrecipient: A subrecipient is an organization that receives federal or state financial assistance to carry out a program from a primary recipient or another subrecipient. Such an organization is therefore subject to certain federal and/or audit requirements.

Third-Party Administrator: This is an individual or firm hired by the County to handle the Project Manager's functions associated with a particular grant. The responsibilities and duties are identical to those of a County employee in the capacity as a Project Manager.

Total Project Cost: The cost of a grant project is comprised of allowable direct costs of the program, plus its portion of allowable indirect costs, less applicable credits. This includes both the Grantor's share and the County's share if applicable.

Types of Grants:

- Block Grants – a broad intergovernmental transfer of funds or other assets by the U.S. Congress to state or local governments for specific activities such as secondary education or health services, but with few restrictions attached. Block grants are distributed according to legal formulas defining broad functional areas such as health, income security, education, or transportation. They are used for a variety of activities, largely at the recipient’s discretion.
- Competitive (Discretionary) Grants – an award of financial assistance in the form of money, or property in lieu of money, by the federal Government to an eligible grantee, usually made based on a competitive review process.
- Continuation Grant – a continuation grant provides additional funding for budget periods subsequent to the initial budget period. Also referred to as a Renewal Grant.
- Conditional Grant – a conditional grant involves one grant maker seeking the involvement of others by making their grant (only a part of the total costs of a project) conditional upon the remainder of the cost being funded from another source.
- Cooperative Agreements and Contracts – a type of grant assistance awarded by a federal agency when it anticipates having substantial involvement with the grantee during the performance of a funded project.
- Corporate Grants – a grant made by a corporate foundation.
- Cost Reimbursable Grant – a cost reimbursable grant provides for payment to the County based on the County’s actual cost experience in performing and completing the grant.
- Earmark – refers to a provision in legislation requiring that a portion of a certain source of revenue be designated for specific projects usually at the request of a legislator.
- Federal Grants – a grant made by the Federal Government.
- Formula Grants – a grant that the federal agency is directed by Congress to make to grantees, for which the amount is established by a formula based on certain criteria that are written into the legislation and program regulations; this funding is directly awarded and administered in the federal agency’s program offices.
- Foundation Grants – a grant made by a philanthropic foundation.
- Pass-through – grant funds received from one Grantor, but passed through another Grantor or funding source.
- Reimbursement Programs – a type of funding program under which the grantee is reimbursed for qualifying expenditures already incurred, as specified in the terms of the grant agreement.
- Renewal Grant – a renewal grant provides additional funding for budget periods subsequent to the initial budget period. (Also referred to as a Continuation Grant.)

Unallowable Cost: Unallowable costs are costs that cannot be charged directly or indirectly to a grant.

USEFUL MANAGEMENT LINKS

Debarred and Suspended Contractors - Federal Excluded Parties List System <http://www.epls.gov/>
General Services Administration (GSA) website for the purpose of disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and non-financial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each U.S. agency's codification of the Common Rule for Non-procurement suspension and debarment.

Federal Government Contracting Regulations <http://acquisition.gov> Home to federal acquisition regulations (FARS) and other federal contracting opportunities and regulations.

Florida Department of Financial Services <https://apps.fldfs.com/fsaa/> This site leads you to the FDFS site for information on the Florida Single Audit Act and other important state grant related sites.

Florida Department of Management Services – Convicted Vendor List http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list This site provides a list of the names and addresses of vendors who have been disqualified from participating in the public contracting process under Section 287.133(3) (d), Florida Statutes.

Grants.gov <http://www.grants.gov> Grants.gov is the source to find and apply for federal government grants. Grants.gov is a central storehouse for information on over 1,000 grant programs and access to approximately \$400 billion in annual awards from the 26 federal agencies.

MyFlorida.com <http://www.myflorida.com/> My Florida is the state of Florida portal for all state related matters. This link conducts a search for Florida state grants of any kind.

National Contract Management Association <http://www.ncmahq.org/> NCMA exists to enable the workforce to grow professionally, assess individual and organizational competency against professional standards, establish values, develop best practices, and provide access to skilled individuals, enabling enterprises to improve their buyer-seller relationships.

National Grants Management Association <http://www.ngma.org> NGMA connects professionals in the grants field to improve and unify the federal grants delivery process by bringing together the professionals involved in this process so that they may learn from each other.

The National Grants Partnership (NGP) <http://www.thengp.org/index.html> The National Grants Partnership was established in 2004 to bring together government and non-government individuals with an interest in improving the grants process in the United States. The NGP provides to stakeholders a forum for discussion and research on grants administration issues.

Office of Management and Budget http://www.whitehouse.gov/omb/grants/grants_circulars.html The Office of Management and Budget (OMB) leads development of government-wide policy to assure that grants are managed properly and that federal dollars are spent in accordance with applicable laws and regulations. Their site contains links to OMB Circulars, grant forms, important policy documents and other useful grant links. Municipal grants are governed by OMB 2 CFR Part 200.

USA.gov <http://www.usa.gov> USA.gov provides the public with easy, one-stop access to all online U.S. federal Government resources.

US Dept of Labor: Davis-Bacon Act <http://www.dol.gov/compliance/guide/dbra.htm>
Federal Act that regulates the rate of wages for laborers and mechanics employed by contractors and subcontractors for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works within the geographical limits of the States. The Act requires that laborers on federally funded construction projects more than \$2000 shall be paid the minimum wage determined by the Secretary of Labor to be prevailing for laborers employed on projects of a similar nature in the County, town, village, or other civil subdivision of the State in which the work is to be performed.

GRANT WRITING TIPS AND GUIDANCE LINKS

Federal Grant Proposal Guidance and Assistance

EPA Grant Writing Tutorial <http://www.purdue.edu/dp/envirosoft/grants/src/msieopen.htm> A grant writing/proposal preparation site from the US Environmental Protection Agency in conjunction with Purdue University. Site offers great examples of proposal sections.

Grants.gov Applicant Resources http://www.grants.gov/applicants/app_help_reso.jsp Tools and sample documents for better grant writing and proposal preparation.

Guide to Proposal Writing from the National Science Foundation <http://www.nsf.gov/pubs/1998/nsf9891/nsf9891.htm>

US Catalog of Federal Domestic Assistance Grant Writing Tutorial http://12.46.245.173/pls/portal30/CATALOG.GRANT_PROPOSAL_DYN.show An excellent site for basic proposal preparation and grant writing from the members of the US Catalog of Domestic Assistance, a database of all federal programs available to state and local governments.

Nonprofit Grant Proposal Guidance and Assistance <http://www.grantproposal.com/> This site is devoted to providing free resources for both advanced grant writing consultants and inexperienced nonprofit staff.

Grant Proposal Writing Tips from Corp for Public Broadcasting <http://www.cpb.org/grants/grantwriting.html> The Corp for Public Broadcasting awards hundreds of grants annually. These tips are gleaned from the many proposals submitted to the organization.

Proposal Writing Short Course from the Foundation Center <http://foundationcenter.org/getstarted/tutorials/shortcourse/index.html> Excellent general knowledge on the grant writing process, and how to improve grant narratives.

Proposal Budgeting Basics from the Foundation Center http://foundationcenter.org/getstarted/tutorials/prop_budgt/index.html This site goes hand-in-hand with the Foundation Center's Proposal Writing Short Course.

Samples of Successfully Funded Proposals from the Idea Bank <http://theideabank.com/onlinecourse/samplegrant.html> A slew of proposals that have been successfully funded, particularly public-safety related projects.

Subrecipient 2 CFR 200 Checklist

DEFINITIONS

§200.74 Pass-through entity.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

§200.93 Subrecipient.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

§200.23 Contractor.

Contractor means an entity that receives a contract as defined in §200.22 Contract.

2 CFR LINKS

SUBRECIPIENT MONITORING & MANAGEMENT

§200.330 Subrecipient or contractor determinations.

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

§200.92

(a) *Subrecipients.* A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See §200.92 Subaward. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

§200.22

(b) *Contractors.* A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) *Use of judgment in making determination.* In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

§200.331 Requirements for pass-through entities.

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

	<input type="checkbox"/>	(1) Federal Award Identification.
\$200.39	<input type="checkbox"/>	(i) Subrecipient name (which must match the name associated with its unique entity identifier);
	<input type="checkbox"/>	(ii) Subrecipient's unique entity identifier;
	<input type="checkbox"/>	(iii) Federal Award Identification Number (FAIN);
	<input type="checkbox"/>	(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;
	<input type="checkbox"/>	(v) Subaward Period of Performance Start and End Date;
	<input type="checkbox"/>	(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
	<input type="checkbox"/>	(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
	<input type="checkbox"/>	(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
	<input type="checkbox"/>	(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
	<input type="checkbox"/>	(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
	<input type="checkbox"/>	(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
\$200.414	<input type="checkbox"/>	(xii) Identification of whether the award is R&D; and
	<input type="checkbox"/>	(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
	<input type="checkbox"/>	(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
	<input type="checkbox"/>	(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
\$200.414	<input type="checkbox"/>	(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);
	<input type="checkbox"/>	(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
	<input type="checkbox"/>	(6) Appropriate terms and conditions concerning closeout of the subaward.
	<input type="checkbox"/>	(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
Subpart F—Audit Requirements		(1) The subrecipient's prior experience with the same or similar subawards;
		(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
		(3) Whether the subrecipient has new personnel or new or substantially changed systems; and
		(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
\$200.207	<input type="checkbox"/>	(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
	<input type="checkbox"/>	(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
	<input type="checkbox"/>	(1) Reviewing financial and performance reports required by the pass-through entity.
	<input type="checkbox"/>	(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
\$200.521	<input type="checkbox"/>	(3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
	<input type="checkbox"/>	(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

\$200.425 (1) Providing subrecipients with training and technical assistance on program-related matters; and
(2) Performing on-site reviews of the subrecipient's program operations;
(3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

\$200.501 (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

\$200.338 (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

§200.332 Fixed amount subawards.

\$200.201 With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11572

County Administrator's Report 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Copier Lease with RJ Young Company for the Escambia County Road Prison

From: Jack Brown, County Administrator

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Copier Lease with RJ Young, Inc., Company for the Escambia County Road Prison, Inc. - Jack R. Brown, County Administrator

That the Board award a Purchase Order for a 60-month lease for two Ricoh Model 4504 copiers to RJ Young Company, Inc., for the Escambia County Road Prison, for an annual amount of \$3,294.24, plus charges for copies made over the 10,000 black and white allotment and 500 color allotment, at a rate of \$0.0059 for black and white and \$0.045 for color, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106-Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290202, Care and Custody, Object Code 54401, Rental and Leases]

BACKGROUND:

The Escambia County Road Prison will be using the leased equipment to replace the two units they currently have leased through Ricoh Business Solutions at the rate of \$298.74 per month . The current units in use at the Escambia County Road Prison are outdated and require regular service calls which has led to increased downtime at the facility. Because the cost of purchasing copiers is cost-prohibitive, the Escambia County Road Prison sought out lease quotes from several vendors and received three quotes. Of the quotes, RJ Young Company provided the lowest and most responsive overall cost per month. By leasing for 60 months, the Escambia County Road Prison is able to lock in a low monthly lease rate of \$274.52 which includes the lease of two Ricoh 4504 units, 10,000 black and white copies per month, 500 color copies per month, buyout of current agreement with Ricoh Business Solutions, toner, and maintenance.

BUDGETARY IMPACT:

Funding is available in Fund 175, Transportation Trust Fund, Cost Center 290202, Care and Custody, Object Code 54401, Rental and Leases.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal impact associated with this recommendation.

PERSONNEL:

There is no personnel impact associated with this recommendation.

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. Quotes were solicited and obtained from three different vendors. The vendor with the lowest monthly cost was selected.

IMPLEMENTATION/COORDINATION:

The Department of Corrections staff will coordinate with the Office of Purchasing to issue the necessary purchase order(s).

Attachments

Road Prison-Summary of Copier Quotes

Vendor Copier Quotes

**Department of Corrections-Escambia County Road Prison
Copier Lease Quotes**

Vendor	Proposed Copier Brand and Model	Cost per month (60-month lease+10,000 Black and White Copies and 500 Color Copies)
RJ Young	Ricoh 4504 (2 units)	274.52
Harris Business Machines	Canon imageRunner Advance C5540 (2 units)	380.5
CPC Office Technologies	Ricoh MPC 4504 (2 units)	346.09

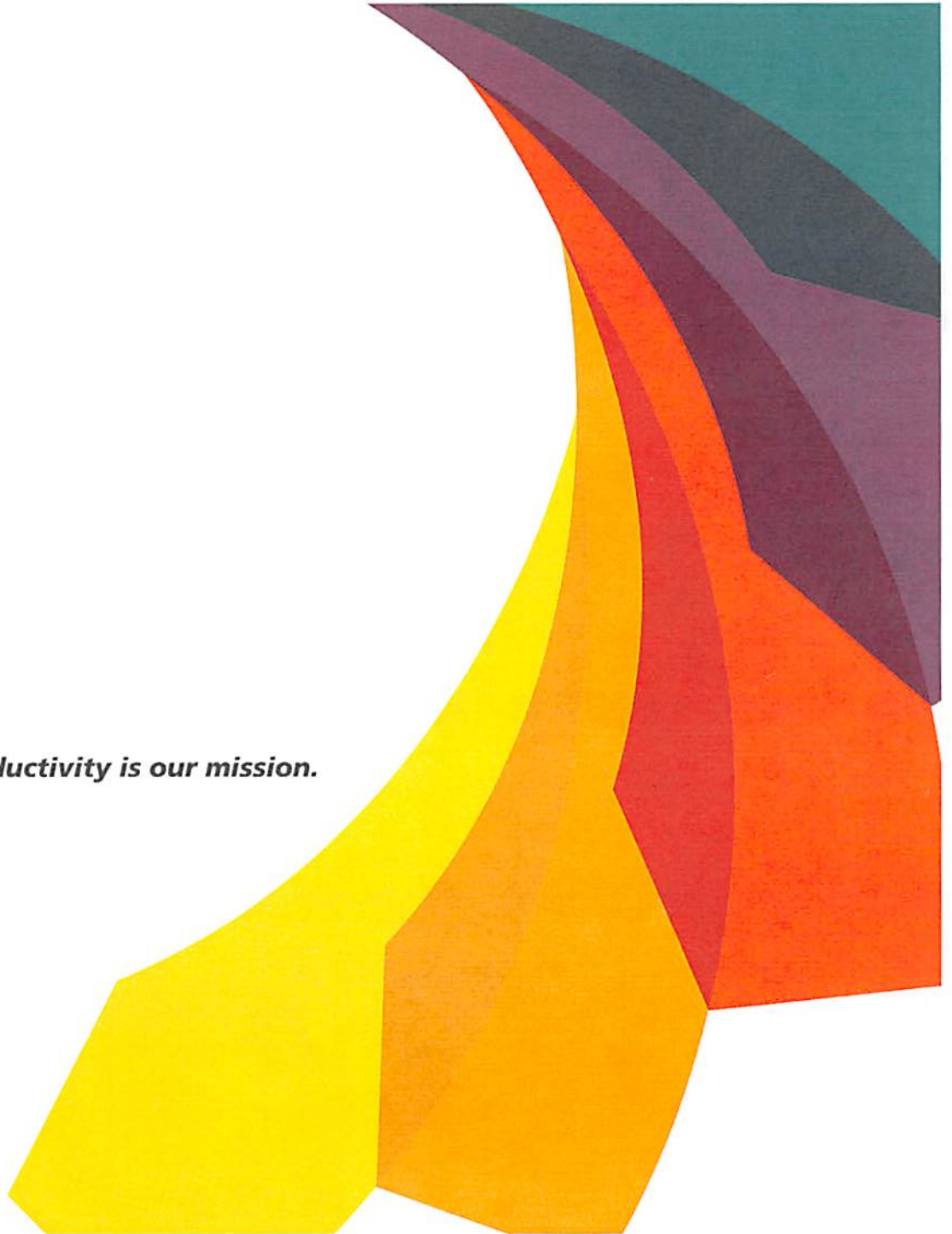
Proposed Solution:

- (2) Lexmark 8160 with finisher
- Scan, print, staple
- 245.52 per month for 60 months

- (2) ricoh 4504 with finisher
- Scan, print, staple
- \$274. 52 per month for 60 months



Your productivity is our mission.

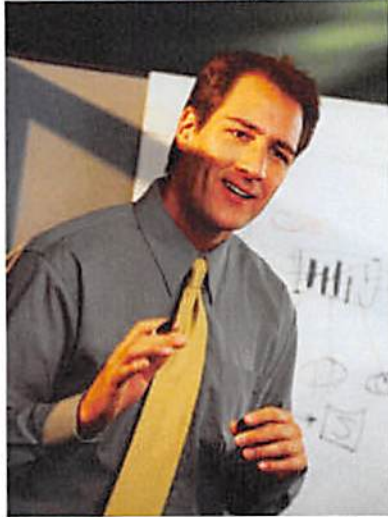


Proposed Solution:

- Both options include 10,000 black and white copies and 500 color copies per month
- Both options include buyout from current Ricoh lease
- Both options include all toner and maintenance FREE



Your productivity is our mission.



Proposed Solution

Prepared for:



COMMUNITY CORRECTIONS Road Prison



Prepared By:

Gregg Koontz
Chief Marketing and Sales Officer
CPC Office Technologies
gkoontz@cpctek.com



Tuesday, November 29, 2016



Proposed Solution

(2) Each Ricoh MPC4504 Full Color Digital MFP's

- 45ppm Black and White and Color
- Network Print/Scan/Copy/Fax
- 220 Sheet Automatic Duplex Document Feeder
- 1,200 Sheet Paper Capacity
- 100 Sheet Bypass Tray
- COLOR Scan to Folder, Email, Desktop, USB Drive
- 1200x1200 dpi
- Inner Finisher Included on One Unit
- PCL6 Ready



GSA Contract GS-03F-0085U

60 Month Lease Agreement: **\$264.59 per month**

Upon entering this agreement, CPC Office Technologies will pay off the remaining balance of your current lease up to \$2,100.00.

Maintenance Agreement:

- Includes all parts, labor, and supplies. Excludes paper and staples. All copies/prints **billed as per your usage**. Each copy/print billed at .0059 per page and all color billed at .045 per page.

Example: 10,000 copies/prints X .0059 = \$59.00 per month and 500 color copies/prints X .045 = \$ 22.50 per month

- Includes set-up, delivery, network installation, and end-user training.

ONLY PAY FOR THE COPIES/PRINTS YOU USE EACH MONTH!!

Service Guarantee on Following Page



Proposal

For

Escambia County Road Prison

Presented By

DeAnna Loftis



**HARRIS
BUSINESS
MACHINES** ... since 1990

*imageRUNNER ADVANCE
Color Multifunction
Printer/Copier*

Easy Productivity

Boost your productivity with a range of smart features. The intuitive and customizable interface helps streamline work by combining routine tasks at the touch of a button. Hard-copy documents can be scanned and converted into easily editable formats, including Microsoft® Word, PowerPoint®, or searchable Adobe® PDF files. Integrate documents into your existing business processes, and even access information directly from certain cloud applications. These models also support printing from and scanning to Android® or Apple® mobile devices.



*Information enclosed is confidential and proprietary. Promotions subject to change.
Proposals valid for 30 days unless otherwise stated.*

advancing business

Equipment

Canon imageRUNNER ADVANCE C5540

Equipment Configuration:	40 images per minute Copy, Print and Scan Color scanning Scan to email, to desktop File format PDF, PDF compact, Searchable PDF, Scan to Word, PowerPoint Inner stapling finisher 2/550 paper drawers standard, top drawer letter or envelopes Print sizes up to 12 x 18
Service Includes	All parts, labor, toner, and Consumables except paper and staples



- 8.4" Slide and tilt control panel
- Customizable panels for individual users
- Number and size of buttons, layout, and background on menu can be customized
- Default 3-16 user buttons
- Set up favorites for frequent jobs
- Help menu
- Step by step instructions on panel in event of paper jam

*Information enclosed is confidential and proprietary. Promotions subject to change.
Proposals valid for 30 days unless otherwise stated.*

Investment

Equipment + Service

63 months \$380.50 per month

Proposal Includes

- Delivery of equipment
- Key Operator training
- Network Printing and Network Scanning Set Up
- Return shipping of both current Ricoh copiers
- Payoff for lease \$2,500.00

Service Plan

Overages billed quarterly

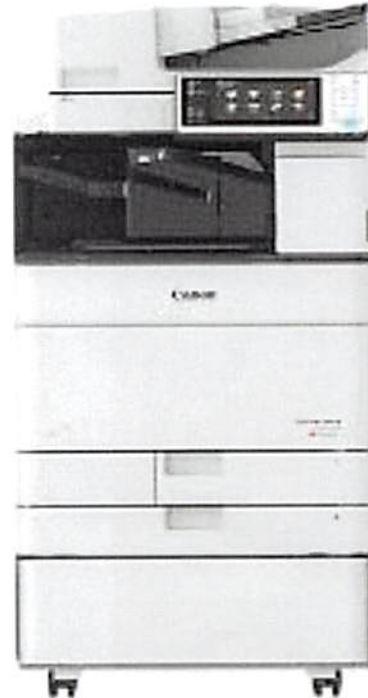
Includes up to 10,000 b/w pages per month

Includes up to 500 color pages per month

Service Plan Includes

- All service repairs
- Parts and labor
- Toner

Service plan may be adjusted annually to reduce overage costs



No money down!

*Information enclosed is confidential and proprietary. Promotions subject to change.
Proposals valid for 30 days unless otherwise stated.*

advancing business



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11568

County Administrator's Report 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Assignment of Agreement PD13-14.048 Correctional Department Uniforms

From: Jack Brown, County Administrator

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Assignment of Agreement for PD 13-14.048, Correctional Department Uniforms - Jack R. Brown, County Administrator

That the Board take the following action:

A. Approve and authorize the Chairman to sign the Assignment of Agreement for Escambia County Correctional Department Uniforms among Escambia County, Azar's Uniforms, Inc., and Galls, LLC, providing for an administrative modification to PD 13-14.048, to assign all rights, duties, and obligations under the Agreement to Galls, LLC, for the remainder of the term of the Agreement through June 26, 2019; and

B. Approve and authorize the County Administrator to execute a Purchase Order in excess of \$50,000 to Galls, LLC. This Purchase Order will be for \$68,800 and will provide for the uniforms needed at the Escambia County Jail for the remainder of Fiscal Year 2017.

[Funding Source: Fund 001, General Fund, Cost Center 290401, Object Code 55201]

BACKGROUND:

The Invitation to Bid for Correctional Department Uniforms, PD 13-14.048, was advertised in the Pensacola News Journal on April 14, 2014. Three responses were received on April 29, 2014. On June 26, 2014, the County entered into an agreement for Correctional Department Uniforms with Azar's Uniforms, Inc. for a three year term with an option to renew for two successive one year periods. Effective August 30, 2016, Azar's Uniforms, Inc. merged with and into Galls, LLC, the surviving entity. The County desires to continue to work with Galls, LLC under the terms and conditions of PD 13-14.048. In order to continue to purchase uniforms it is requested that a purchase order in excess of \$50,000 totaling \$68,800 issued to Galls, LLC be approved in addition to the Assignment of Agreement.

BUDGETARY IMPACT:

Funding for the requested purchase order is available in the General Fund 001, Jail Detention Cost Center 290401, Object Code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Assignment was prepared by Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policy requires Assignment of Agreements to be Board approved. In addition, 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 purchase order will be submitted to the Office of Purchasing for processing.

Attachments

Assignment of Agreement for Escambia County Correctional Department Uniforms
PD13-14.048

**ASSIGNMENT OF AGREEMENT FOR ESCAMBIA COUNTY
CORRECTIONAL DEPARTMENT UNIFORMS (PD 13-14.048)**

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is entered into by and among **Escambia County, Florida**, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County"), and **Azar's Uniforms, Inc.**, a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number: 63-1064592, whose principal address is 5767 Carmichael Road, Montgomery, AL 36117 (hereinafter referred to as "Assignor"), and **Galls, LLC**, a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN Number: 20-3545989, whose principal address is 1340 Russell Cave Road, Lexington, KY 40505 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, on or about July 17, 2014, the County and Assignor entered into an Agreement for Escambia County Correctional Department Uniforms, Specification Number P.D. 13-14.048 (hereinafter referred to as the "Agreement"); and

WHEREAS, effective August 30, 2016, Assignor was acquired by Assignee pursuant to a Bill of Sale and Assignment with all such operations of Assignor being acquired by Assignee; and

WHEREAS, Assignor now desires to assign all of its rights, duties and obligations under the Agreement to Assignee; and

WHEREAS, Assignee now desires to accept an assignment of Assignor's rights, duties and obligations under the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor, and Assignee hereby agree as follows:

1. The recitals contained in the preamble of this Assignment are true and correct and incorporated herein by reference.
2. The Agreement is hereby assigned to Assignee and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor under the Agreement shall become the rights, duties and obligations of Assignee immediately upon this Assignment becoming effective.
3. County, Assignor, and Assignee agree to the assumption of the performance of the Agreement by Assignee and to the release of Assignor from any further performance under the Agreement.
4. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to the Agreement to "this Agreement", "hereof", "hereto", and "hereunder"

and similar references thereto shall be deemed and construed to be a reference to the Agreement, as amended by this Assignment.

5. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law.

6. Each individual executing this Assignment of Agreement on behalf of a corporate or governmental party represents and warrants that the individual is duly authorized to execute and deliver this Assignment of Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party and in accordance with applicable law, and that this Assignment of Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment of Agreement on the respective dates under each signature:

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

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
D.B. Underhill, Chairman

Deputy Clerk
(Seal)

BCC Approved: _____

Barbara Agw
Corporate Secretary

ASSIGNOR: Azar's Uniforms, Inc.
By: Mark Azar
Mark Azar, President

(SEAL)

Date: 12-1-16

Witness

ASSIGNEE: Galls, LLC
By: R. Michael Andrews, Jr.
R. Michael Andrews, Jr., CFO

[Signature]
Witness

Date: 12-12-16

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 11/23/16



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11567

County Administrator's Report 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Change Order 4 to Purchase Order 141347 to Santa Rosa County Sheriff's Office

From: Jack Brown, County Administrator

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order in Excess of \$50,000 to the Santa Rosa County Sheriff's Office for the Housing of Inmates from the Escambia County Jail - Jack R. Brown, County Administrator

That the Board approve and authorize the County Administrator to execute the following Change Order 4, in excess of \$50,000, adding funds for inmate housing in Santa Rosa County for Escambia County Jail Inmates:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$1,290,310
Vendor:	Santa Rosa County Sheriff's Office
Purchase Order:	141347
Change Order:	4
Original Award Amount:	\$2,828,750
Cumulative Amount of Change Orders Through This Change Order:	\$2,999,040
New Purchase Order Total:	\$5,827,790

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

BACKGROUND:

In April 2014, historic flooding and a subsequent explosion left the Escambia County Jail's Central Booking and Detention Facility unusable. Since the Escambia County Main Jail did not possess the capacity needed to house all of the inmates that were in custody, a Memorandum of Agreement between Escambia County and Santa Rosa County Sheriff's Office was entered into for the housing of inmates. The Corrections Department would like to request a change order in the amount of \$1,290,310.00 to cover the fees related to housing inmates in Santa Rosa County for the remainder of fiscal year 2017.

BUDGETARY IMPACT:

Funding is available in Internal Service Fund 501; Building Cost Center 140836, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

Attachments

Memorandum of Agreement with Santa Rosa County Sheriff's Office

10/6/2016 CAR II-9

**MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE
SANTA ROSA COUNTY SHERIFF'S OFFICE FOR THE TEMPORARY
HOUSING OF INMATES**

This Memorandum of Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter referred to as "County"), with an administrative address of 221 Palafox Place, Pensacola, Florida 32502, and the Santa Rosa County Sheriff's Office (hereinafter referred to as ("SRSO")), with an administrative address of 5755 East Milton Road, Milton, Florida 32572.

WITNESSETH:

WHEREAS, on April 29, 2014, Escambia County, Florida, experienced an unprecedented and unanticipated rainfall event, which flooded portions of the Escambia County Jail and the Central Booking and Detention Center (CBD), and on April 30, 2014, an explosion occurred in the CBD resulting in the evacuation and relocation of all inmates housed in the facility; and

WHEREAS, on or about August 21, 2014, the parties previously entered into a Memorandum of Agreement for the housing of female inmates at the Santa Rosa County Detention Center, which was subsequently amended on September 4, 2014; and

WHEREAS, the parties have agreed to revise certain terms relating to the temporary housing of inmates at the Santa Rosa County Detention Center; and

WHEREAS, as a result, the parties find it advantageous and appropriate to enter into a new memorandum of agreement for the purpose of establishing the terms whereby female inmates from Escambia County may be housed at the Santa Rosa County Detention Center.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Article I

1.1 **Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 **Purpose.** This Agreement is intended to establish the terms whereby female inmates from the Escambia County Jail may be housed at the Santa Rosa County Detention Center. This Agreement is intended to supersede in its entirety the prior Memorandum of Agreement entered into between Escambia County and the Sheriff of Santa Rosa County, Florida, dated August 21, 2014, as amended on September 4, 2014.

Article II
Term and Termination

2.1 **Effective Date.** This Agreement shall commence upon the date last executed ("Effective Date").

Date: 10/12/2016 Verified By: J. S. Sanner

2.2 Term. The term of this Agreement shall commence upon the Effective Date and remain in full force and effect for two (2) years unless earlier terminated as provided herein. Upon mutual agreement, the contract may be renewed for two additional one (1) year terms by providing written notice at least thirty (30) days prior to the expiration of the initial term of the Agreement.

2.3 Termination. This Agreement may be terminated by either party with or without cause upon providing thirty (30) days' prior written notice to the non-terminating party.

Article III **Responsibilities of the Parties**

3.1 Santa Rosa County Sheriff's Office:

3.1.1 SRSO shall provide secure custody, housing, subsistence, and care for female inmates from the Escambia County Jail at the Santa Rosa County Detention Center located at 5755 East Milton Road, Milton, Florida (hereinafter referred to as the "Facility") as specifically provided herein. The population affected by this Agreement shall be female inmates from Escambia County who are awaiting trial or have been sentenced and are awaiting designation and transport to another facility.

3.1.2 SRSO shall be responsible for the provision of perimeter security at the Facility at all times.

3.1.3 The Santa Rosa County Sheriff shall post the Prison Rape Elimination Act (PREA) brochure in each housing unit of the Facility. All Escambia County employees and health services personnel assigned to work at the Facility must complete PREA training and agree to comply with the requirements of the U.S. Department of Justice Prison Rape Elimination Act of 2003, now codified as 42 U.S.C.A. §§15601, et seq.

3.1.4 SRSO shall provide food service (3 meals a day), laundry service, sanitation, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene items to Escambia County inmates on a daily basis ("Inmate Services").

3.1.5 SRSO retains the right to refuse Escambia County inmates requiring special or excessive medical care. Inmates of Santa Rosa County will be given first priority for housing in the Infirmary. If SRSO is unable to accommodate an inmate requiring special or excessive medical care then SRSO shall notify Escambia County and, unless otherwise agreed upon by the parties, SRSO shall transport the inmate to the Escambia County Jail where Escambia County shall assume custody of the inmate.

3.2 Escambia County:

3.2.1 Except as otherwise provided in paragraph 3.1.5 above, Escambia County shall be responsible for providing transportation for all Escambia County inmates housed at the Facility, including, but not limited to, transport for admittance to the Facility, all court proceedings, and outside medical care.

3.2.2 ECSO shall provide security staffing as required to supervise all Escambia County inmates housed at the Facility. Upon request, Escambia County may provide

additional security staffing for Escambia County inmates housed at the Facility as may be necessary to maintain the security of the Facility and the safety of the inmates ("Security Services"). ECSO shall deduct from the monthly invoice billed to Escambia County the amount of \$564.72 per day for each Escambia County deputy providing Security Services at the Facility.

3.2.3 Escambia County shall reimburse SRSO for the provision of Inmate Services at a per diem rate of \$58.00 per inmate ("Daily Rate") as provided in Section 3.3 below. The Daily Rate shall include all Inmate Services as provided in this Agreement and all related administrative costs.

3.2.4 Escambia County shall be responsible for the provision and cost of all dental care and mental healthcare services for Escambia County inmates housed at the Facility.

3.2.5 Escambia County shall be responsible for the provision and cost of any (outside) emergency or non-emergency medical care and all prescription medications, which shall be billed directly by the provider(s) on a fee for services basis.

3.2.6 Escambia County will provide suicide paper gowns or suicide smocks in the event they want suicidal inmates transported back to Escambia County in this manner.

3.3 Method of Payment:

3.3.1 SRSO shall submit invoices to Escambia County on a monthly basis. Invoices shall reflect the total Daily Rate due and owing with appropriate supporting documentation less any deductions for additional security staffing provided by Escambia County deputies. In the event, the total amount for Security Services provided by Escambia County deputies should exceed the total Daily Rate due to SRSO then SRSO shall remit the balance to Escambia County.

3.3.2 Escambia County shall remit payments to the following address:
Santa Rosa County Sheriff's Office
Attn: Fiscal
P.O. Box 7129
Milton, Florida 32572

3.3.3 SRSO shall remit payments to the following address:
Escambia County
Attn: Clerk
221 Palafox Place, Suite 140
Pensacola, FL 32502

3.3.4 All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Article IV
Miscellaneous Provisions

4.1 Rules and Regulations. All services under this Agreement shall be provided in accordance with all applicable federal and state laws, rules and regulations, and the Florida Model Jail Standards rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Agreement.

4.2 Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

4.3 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. The parties 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 parties 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, the parties agree 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 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.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County-
Angela Crawley
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947
adcrawle@co.escambia.fl.us

SRSO-
Julie Teichner
5755 East Milton Road
Milton, Florida 32583
(850) 983-1260
jteichner@srsso.net

4.4 Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

4.5 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.

4.6 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.

4.7 Interpretation.

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

4.8 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.

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

4.10 Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Escambia County:
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Santa Rosa County Sheriff's Office:
County Sheriff
Santa Rosa County
5755 East Milton Road
Milton, Florida 32572

4.11 Prior Agreements Superseded.

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, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

4.12 Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this

Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

4.13 No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

Escambia County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: [Signature]
Grover C. Robinson, IV, Chairman

Date: 10/11/2016

BCC Approved: 10-06-2016

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



Santa Rosa County Sheriff's Office

By: [Signature]
O. Wendell Hall, Sheriff

Date: 10/19/16

[Signature]
Witness

[Signature]
Witness

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 9/22/16



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11587

County Administrator's Report 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following January 19, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 314 South Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Carco Properties, Inc., owner of commercial property located at 314 South Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$1,335, representing an in-kind match through the Neighborhood Enterprise Division (NED), 2013 CDBG Cost Center 370218, parking lot improvement:

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

BACKGROUND:

The CRA created the matching Grant programs to be implemented within the County's redevelopment districts. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided as follows;

1. Carco Properties, Inc., NED 2013 CDBG Cost Center 370218, in the amount of \$1,335.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, will handle all implementation tasks.

Attachments

Agreement CarcoProperties Jan2016

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 19th day of January 2017 by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Carco Properties, Inc., (the "Recipient"), owner of commercial property located at 314 South Navy Boulevard Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the total amount of **\$1,335**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,335**, which shall be comprised of a cash contribution of **\$1,335**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **19th** day of **January 2017**, and the Project shall be complete on or before the **19th** day of **April 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless Escambia County and the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, Davis Bacon federal procurement documents, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The

Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of six (6) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Carco Properties, Inc.
314 South Navy Boulevard
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. Federal Labor Standards/Prevailing Wage: Recipient acknowledges that improvements constructed with the proceeds of the grant constitute construction, alteration, demolition, installation, or repair work that may be funded, in whole or part, with federal funds. To the extent that such laws apply, the Recipient shall comply with all applicable federal, state and local laws and regulations pertaining to fair labor standards and payment of prevailing wages (collectively, "Labor Laws"), including but not limited to, the Federal Labor Standards as stated in Exhibit II.

When required to comply with Labor Laws, Recipient shall (i) require its contractors and subcontractors to submit certified copies of payroll records to Recipient; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to County and its designees for inspection and copying during regular business hours.

Recipient shall defend, indemnify and hold harmless the County and its officers, employees, volunteers, agents and representatives from and against any and all present and future claims, arising out of or in any way connected with Recipient's obligation to comply with any Labor Laws, including all claims that may be made by contractors, subcontractors or other third party claimants.

22. Procurement of Goods and Services from Minority and Women-Owned Businesses. In performing this Agreement, Recipient agrees to use diligent efforts to purchase goods and services from qualified contractors, subcontractors and suppliers where at least fifty-one percent of the Partnership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women, whenever such goods and services are comparable in availability, quality and price. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Agreement, Recipient agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

23. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

24. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

26. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

27. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Escambia County
Board of County Commissioners

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: _____
Joseph A. Carco
Joseph A. Carco, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBA

The foregoing instrument was acknowledged before me this 9th day of December 2017
by, Joseph A. Carco, Property Owner. He () is personally known to me or () has produced
_____ as identification.



Signature of Notary Public
maxwell ROGERS
Printed Name of Notary Public

Approved as to form and legal
sufficiency.

By/Title: *Kathleen A. A. A.*
Date: 12/8/16

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Carco Properties, Inc.**

Property Address: **314 South Navy Boulevard, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Parking lot improvement.

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
<u>Carco Properties, Inc.</u>	<u>314 South Navy Boulevard</u> <u>Pensacola, Florida 32507</u>	<u>51-2S-30-7062-030-032</u>

Total Amount of Lien **\$1,335**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Joseph A. Carco
Joseph A. Carco, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of December, 2017 by, Joseph A. Carco, Property Owner. He () is personally known to me or () has produced _____ as identification.



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

By: _____
D. B. Underhill , Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Joseph A. Carco
Date: 12/9/16

Exhibit II Federal Labor Standards

A. Attention is called to the contractor's guide to *Making Davis Bacon Work*, which is available at the following website: <https://www.hudexchange.info/resource/2541/making-davis-bacon-work-contractors-guide-prevailing-wage-requirements/>

B. The Davis Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government construction projects in excess of \$2,000 (total construction costs). The most current prevailing wage rates by worker classification will be provided to Recipient. Not less than these established rates must be paid on the project for each classification.

C.. The Contract Work Hours and Safety Standards Act (CWHSSA) establishes requirements for payment of overtime and penalties for violations. The CWHSSA requires time and one-half pay for overtime hours, which are defined as all hours worked in excess of forty (40) hours in any given work week. Penalties for violations may include liquidated damages equal to \$10 per day, per violation and payment of restitution for unpaid overtime.

D. The prime Contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. The Contract Administrator shall cause withholding from payments due to the prime contractor or Recipient to ensure that the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within thirty (30) days after notification to the prime contractor.

E. The Copeland (Anti-Kickback) Act establishes laws prohibiting the payment of "kickbacks" to work on federally assisted projects, requires every employer to submit weekly payroll reports, and regulates permissible employee payroll deductions. The Copeland Act also provides a basis for contract termination and criminal prosecution pursuant to 18 U.S.C. 874.

F. The Fair Labor Standards Act (FLSA) includes Federal minimum wage rates, overtime pay, and child labor regulations.

G. No portion of this Agreement shall be construed to prohibit payment to any laborer, workman, or mechanic of more than the stated prevailing or minimum wage rate. It shall be the responsibility of the Recipient/Contractor to maintain an adequate work force whether higher wages are required or not.

H. The Contractor or subcontractor violating these requirements may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation occurred.



Parking lot improvements

314 South Navy Boulevard - Carco Properties, Inc.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11586

County Administrator's Report 12. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Residential Rehab Grant Program Funding and Lien Agreements

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following January 19, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Errol Fogarty, owner of residential property located at 406 East Sunset Avenue, Warrington Redevelopment District, each in the amount of \$2,420, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;
2. The Agreements between Escambia County CRA and Leigh A. Graham, owner of residential property located at 111 Payne Road, Warrington Redevelopment District, each in the amount of \$1,400, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
3. The Agreements between Escambia County CRA and Heather I. Malone, owner of residential property located at 208 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,495, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
4. The Agreements between Escambia County CRA and Verlon L. Trozal, owner of

residential property located at 415 Greve Road, Warrington Redevelopment District, each in the amount of \$1,592, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Errol Fogarty, Warrington TIF, Cost Center 370114, in the amount of \$2,420
2. Leigh A. Graham, Warrington TIF, Cost Center 370114, in the amount of \$1,400
3. Heather I. Malone, Warrington TIF, Cost Center 370114, in the amount of \$1,495
4. Verlon L. Trozal, Warrington TIF, Cost Center 370114, in the amount of \$1,592

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Agreement Fogarty Jan2017

Agreement Graham Jan2017

Agreement Malone Jan2017

Agreement Trozal Jan2017

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 19th day of January 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Errol Fogarty, (the "Recipient"), owner of residential property located at 406 East Sunset Avenue, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$2,420, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$2,420, which shall be comprised of a cash contribution of \$2,420.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 19th day of January 2017, and the Project shall be complete on or before the 19th day of April 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Errol Fogarty
406 East Sunset Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)


For Recipient:


Errol Fogarty, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of December, 2017 by Errol Fogarty, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.





Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal sufficiency.
By/Title: Adriana HCH
Date: 11/29/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Errol Fogarty**

Property Address: **406 East Sunset Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replace roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Errol Fogarty

Address of Property
406 East Sunset Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-7050-330-009

Total Amount of Lien

\$2,420

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

[Handwritten Signature]

Errol Fogarty, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of December, 2017 by Errol Fogarty, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

[Handwritten Signature]

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kathal Act
Date: 11/29/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Replace roof

406 East Sunset Avenue – Errol Fogarty

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 19th day of January 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Leigh A. Graham, (the "Recipient"), owner of residential property located at 111 Payne Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$1,400**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,400**, which shall be comprised of a cash contribution of **\$1,400**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **19th day of January 2017**, and the Project shall be complete on or before the **19th day of April 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Leigh A. Graham
111 Payne Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Leigh A. Graham

Leigh A. Graham, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of December, 2017 by Leigh A. Graham, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



Maxwell Rogers

Signature of Notary Public
maxwell rogers

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: *J. Michael Act*
Date: 12/17/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Leigh A. Graham**

Property Address: **111 Payne Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Leigh A. Graham

Address of Property
111 Payne Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-340-017

Total Amount of Lien

\$1,400

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Leigh A. Graham
Leigh A. Graham, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of December, 2017 by Leigh A. Graham, Property Owner. She () is personally known to me or (X) has produced FL Drivers Lic as identification.



Maxwell Rogers
Signature of Notary Public
maxwell rogers
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 12/19/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary sewer connection
111 Payne Road – Leigh A. Graham

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 19th day of January 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Heather I. Malone, (the "Recipient"), owner of residential property located at 208 Bryant Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$1,495, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,495, which shall be comprised of a cash contribution of \$1,495.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 19th day of January 2017, and the Project shall be complete on or before the 19th day of April 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Heather I. Malone
208 Bryant Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)


For Recipient:


Heather I. Malone, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of November, 2017 by Heather I. Malone, Property Owner. She () is personally known to me or (L) has produced FL Drivers Lic as identification.





Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: K. Duval
Date: 11/29/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Heather I. Malone**

Property Address: **208 Bryant Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Heather I. Malone

Address of Property
208 Bryant Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-235-012

Total Amount of Lien

\$1,495

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Heather I. Malone
Heather I. Malone, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of November, 2017 by Heather I. Malone, Property Owner. She () is personally known to me or (X) has produced FL Drivers Lic as identification.

Maxwell Rogers
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Maxwell Rogers
Date: 11/29/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary sewer connection

208 Bryant Road – Heather I. Malone

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 19th day of January 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Verlon L. Trozal, (the "Recipient"), owner of residential property located at 415 Greve Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$1,592, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,592, which shall be comprised of a cash contribution of \$1,592.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 19th day of January 2017, and the Project shall be complete on or before the 19th day of April 2017, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Verlon L. Trozal
415 Greve Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Verlon L. Trozal
Verlon L. Trozal, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of December, 2017 by Verlon L. Trozal, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: K. Duval
Date: 11/29/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Verlon L. Trozal**

Property Address: **415 Greve Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Verlon L. Trozal

Address of Property
415 Greve Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-558-026

Total Amount of Lien

\$1,592

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

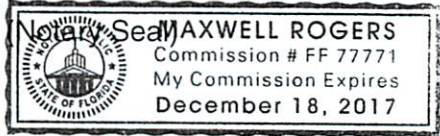
Verlon L. Trozal
Verlon L. Trozal, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of December, 2017 by Verlon L. Trozal, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: [Signature] ACA
Date: 11/29/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary sewer connection

415 Greve Road – Verlon L. Trozal



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11581

County Administrator's Report 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Low Income Direct Emergency Assistance Program (LIDEAP)
Agreement Amendment

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Low Income Direct Emergency Assistance Program Agreement Amendment - Tonya Gant, Neighborhood and Human Services Department Director

That the Board take the following action:

A. Approve the Amendment of Agreement for Low Income Direct Emergency Assistance Program for the contract year to coincide with the County's Fiscal Year of October 1, 2016, through September 30, 2017; and

B. Authorize the issuance of a Purchase Order, in the amount of \$55,000, for Fiscal Year 2016-2017 to Escarosa Coalition on the Homeless (ECOH), Inc., for program implementation. These funds were budgeted for the 2016-2017 budget cycle.

BACKGROUND:

The Low Income Direct Emergency Assistance Program (LIDEAP) is designed to meet the emergency needs of residents of Escambia County, FL by providing financial assistance with rent/mortgage, or utilities or food or prescription medication. The program will assist individuals and families from going without a critical necessity if an eligible participant experiences a significant crisis within their household such as loss of employment, health issues, loss of the wage earner or is temporarily unable to provide for themselves. This program shall be a program of last resort and available for a one-time event to an individual or family during the existence of the program.

Request for Proposals, PD 15-16.030, Low Income Direct Emergency Assistance Program (LIDEAP) was publicly noticed on Monday, February 29, 2016 to eight known groups. One response was received on Thursday, March 24, 2016. Escarosa Coalition on the Homeless (ECOH), Inc. agreed to distribute the funds without any administrative costs. Escarosa Coalition on the Homeless (ECOH) began program operations in July

2016 for the 2015-2016 fiscal year.

Upon mutual agreement of the parties, the agreement may be renewed for two additional twelve month terms, up to a maximum of thirty-six months.

Funds were allocated for fiscal year 2016-2017 (Funding: Fund 001, General Fund, Cost Center 370102, Object Code 58201) in the amount of \$55,000.

BUDGETARY IMPACT:

Funding: Fund 001 General Fund, Cost Center 370102, Object Code 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved as to the form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department of Neighborhood and Human Services shall coordinate with the Escarosa Coalition on the Homeless (ECOH), Inc. and provide administrative program oversight.

Attachments

LIDEAP Addendum 2017

**AMENDMENT OF AGREEMENT FOR
LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (PD 15-16.030)**

THIS AMENDMENT is made and entered into 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 Escarosa Coalition on the Homeless, Inc. (hereinafter referred to as "Contractor"), a not-for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-2909065, and whose principal address is 3702 North Pace Boulevard, Pensacola, FL 32505.

WITNESSETH:

WHEREAS, on May 19, 2016, the County previously entered into an Agreement with the Contractor for the administration of a low income direct emergency assistance program (LIDEAP) for qualified citizens of Escambia County, Florida (PD 15-16.030); and

WHEREAS, the County has agreed to revise the initial term of the agreement to coincide with the County's Fiscal Year (October 1 through September 30) and allocate program funding for Fiscal Year (FY) 2016/17 as part of the initial term; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. Paragraph 2 of the Agreement is amended as follows:

2. Term. This Agreement shall commence on the date last executed and ~~continue for a term of twelve (12) months and will terminate on September 30, 2017, unless canceled sooner with or without cause by either party.~~ Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, ~~up to a maximum of thirty-sixty (36) months.~~

3. Paragraph 4 of the Agreement is amended as follows:

4. Program Funding. For the ~~first twelve (12) month initial term and any subsequent term,~~ the County agrees to allocate for the County's FY2015/16 and FY2016/17 and pay Contractor the sum of **\$55,000.00** per FY for authorized Program expenses as provided in the Contractor's LIDEAP Budget, attached hereto as **Exhibit B.** For any subsequent twelve (12) month renewal term, the Agreement may be funded in an amount not to exceed \$55,000.00 per FY. Contractor shall not receive an administration fee for administering the Program. Any changes to the LIDEAP Budget that would affect the expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this Agreement.

The Contractor shall return to the County any Program Funds expended for disallowed expenditures. The Contractor shall return to the County all Program Funds paid to it upon the County's finding that the Contractor violated the provisions of any applicable laws or ordinances appropriating such funds or otherwise breached the terms of this Agreement.

4. Paragraph 5 of the Agreement is amended as follows:

Residual Program Funds. Any residual Program Funds provided by the County which remain unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the expiration of the ~~twelve (12) month~~ initial term. If the Agreement is renewed for a subsequent twelve (12) month term then a limited amount of residual funds may be carried forward, which will not exceed ten percent (10%) of the current appropriation to the Contractor or \$500.00, whichever is greater; however, the County's allocation of Program Funding for the subsequent twelve (12) month term will be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

5. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

6. The effective date of this Amendment shall be on the date last executed by the parties.

7. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

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

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
D. B. Underhill, Chairman


Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

**CONTRACTOR: ESCAROSA COALITION ON
THE HOMELESS, INC.**

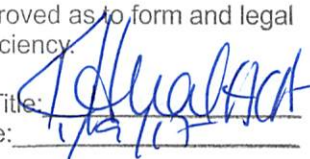
ATTEST:


By: Dr. David Josephs, President

By: _____
Corporate Secretary
(SEAL)

Date: 1-10-17

Approved as to form and legal
sufficiency

By/Title: 
Date: 1/12/17



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11590

County Administrator's Report 12. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc.

From: Tim Tolbert, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc. - Tim Tolbert, Building Official/Building Services Department Director

That the Board take the following action concerning the Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc.:

- A. Approve the Agreement, which provides the terms and conditions whereby the County agrees to contribute for the County's current Fiscal Year 2016/2017 the sum of \$25,000 to the Humane Society of Pensacola, Florida, Inc., to fund spay and neuter services; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 001, General Fund, Cost Center 250205, Account 58201]

BACKGROUND:

This Agreement provides the terms and conditions whereby the County agrees to contribute for the County's current FY2016/17 the sum of 25,000.00 to the Humane Society of Pensacola, Florida, Inc. to fund spay and neuter services.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 250205, Account 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Approval of the Memorandum of Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

MOA with the Humane Society of Pensacola

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY
AND THE HUMANE SOCIETY OF PENSACOLA, FLORIDA, INC.**

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and The Humane Society of Pensacola, Florida, Inc., a non-profit corporation authorized to do business in the State of Florida with a Federal Employer Identification Number of 59-6002691, and administrative offices at 5 North Q Street, Pensacola, FL 32505 (hereinafter referred to as the "Humane Society" or "Recipient").

WITNESSETH:

WHEREAS, the Humane Society serves the citizens of Escambia County by improving the lives of companion animals in the community through advocacy, adoption, education, and sanctuary; and

WHEREAS, the organization is in the forefront of spay and neuter education and strives to make Escambia County a no-kill community where there is no need to euthanize healthy animals; and

WHEREAS, the Humane Society has expanded its operation to include the Barbara Grice Spay & Neuter Clinic providing affordable, accessible spay and neuter services; and

WHEREAS, in order to further its mission, the Humane Society has agreed to perform certain terms and conditions relating to the grant of County public monies to it as specified herein; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has agreed to contribute for the County's current Fiscal Year 2016/17 (October 1 through September 30) the sum of **\$25,000.00** to the Humane Society to fund spay and neuter services at the Barbara Grice Spay and Neuter Clinic.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. In exchange for the faithful performance of the program described herein, the County agrees to contribute for the County's current Fiscal Year 2016/17 (October 1 through September 30) the sum of **\$25,000.00** to the Humane Society to fund spay and neuter services at the Barbara Grice Spay and Neuter Clinic. Following execution of the agreement, payment shall be provided to the Recipient in a single lump sum payment as provided in **Exhibit A** to this Agreement.

Section 3. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement and the provisions of §129.09, Florida Statutes, as amended, governing the expenditure of said funds which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the County a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To perform successfully the program more particularly described in **Exhibit A** to this Agreement.

H) To provide a monthly report of program expenditures on or before the 10th day of each month to include the name and address of all program recipients, number and type of procedures performed, and an itemization of eligible expenditures.

Section 4. Public Records. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Recipient 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. Recipient 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, Recipient 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 Recipient 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 Recipient seven days written notice, during which period the

Recipient still fails to allow access to such documents, terminate the contract. In such case, the Recipient shall not be entitled to receive any further payment.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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**

Section 5. This Agreement shall be considered to have become effective on the date last executed by the parties hereto and will terminate on September 30, 2017, unless canceled sooner with or without cause by either party.

Section 6. The Recipient's approved budget, included in **Exhibit A**, and any changes to that budget that would affect the expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this agreement.

Section 7. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's prior written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be granted in the sole discretion of the County.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

[SIGNATURE PAGE TO FOLLOW]

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

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

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

Deputy Clerk

(SEAL)

**THE HUMANE SOCIETY OF PENSACOLA,
FLORIDA, INC.**

By: _____
Sarah Humlie, Executive Director

Attest:

Secretary

Approved as to form and legal
sufficiency.

By/Title: Kathleen Act
Date: 1/9/17

EXHIBIT "A"

NAME OF ORGANIZATION:

The Humane Society of Pensacola, Inc.

APPROVED BUDGET

**PROGRAMMATIC EXPENSES ASSOCIATED
WITH THE FUNCTIONS OF THE**

SPAY/NEUTER PROGRAM..... \$ 25,000.00

Payment shall be issued to the Recipient in a single lump sum payment upon Recipient providing a fully completed W-9 form and a fully executed original Agreement to Escambia County. The County will forward the appropriate documentation to the Clerk's Accounts Payable Department for final payment processing.

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

SPAY/NEUTER SERVICES

Program funds are to be used for qualified spay and neuter services meeting the following program requirements:

Requirements:

- Eligible participants must be a documented resident of Escambia County, Florida with an annual household income not exceed \$35,000.00.
- Funds shall be limited to spay/neuter procedures and may not be used for vaccines or other services.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11577

County Administrator's Report 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Reallocation of Capital Improvement Program Funds

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Michael E. Rhodes, Parks and Recreation Director

That the Board approve the reallocation of funds from the Capital Improvement Program – Park Development Project to fund other priority projects, totaling \$360,000, as follows:

TO:

Description	District	Amount	Description of Project
Brosnaham Athletic Park	5	\$230,000	The addition of one regulation-sized soccer field to this park will provide extra field space to facilitate local youth recreation sports programming, county-operated adult sports programming, along with special events and/or tournaments.
Old Ensley School Park	3	\$80,000	Installation of a new walking track and basketball court to enhance the existing amenities at Old Ensley School Park.
Walnut Hill Community Center and Park	5	\$50,000	Installation of a new pavilion to enhance the existing amenities at Walnut Hill Community Center and Park.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 350229]

BACKGROUND:

Escambia County Parks and Recreation staff requests the Board’s approval to transfer \$360,000 from the Park Development project to the projects as described below:

TO:

Description	District	Amount	Description of Project
-------------	----------	--------	------------------------

Brosnaham Athletic Park	5	\$230,000	The addition of one regulation-sized soccer field to this park will provide extra field space to facilitate local youth recreation sports programming, county-operated adult sports programming, along with special events and/or tournaments.
Old Ensley School Park	3	\$80,000	Installation of a new walking track and basketball court to enhance the existing amenities at Old Ensley School Park.
Walnut Hill Community Center and Park	5	\$50,000	Installation of a new pavilion to enhance the existing amenities at Walnut Hill Community Center and Park.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, "Local Option Sales Tax III", Account 350229.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of capital improvement projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11564 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 01/19/2017

Issue: License Agreement for Access to International Paper Company Property for Surveying

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a License Agreement for Access to International Paper Company Property for Surveying to Obtain a Legal Description - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action regarding the International Paper Company License Agreement for access to International Paper Company property for surveying to obtain a legal description:

A. Approve the International Paper Company License Agreement, granting Escambia County permission to enter and use the surface of certain property situated in Escambia County, Florida, described in "Exhibit A" of the Agreement, for the purpose of surveying to obtain a legal description; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 401, Solid Waste, Cost Center 230304, Object Code 54901]

BACKGROUND:

Due to April/2014 Flood event, access to the north section of the closed Beulah landfill was damaged as well as the storm water management system in the north section of the landfill. Alternate access to this area is available from the adjacent International Paper property. As a condition to granting access, IP is requesting that the County perform a survey of the access easement. Approval of the recommended License Agreement will allow for the sole purpose of surveying the proposed access. Upon successful completion of survey and subsequent approval of an additional temporary construction easement, County staff and contractors will be able to enter the north section of the Beulah Landfill from International Paper's property to perform necessary repairs.

BUDGETARY IMPACT:

Funding for this project is available in Fund 401, Solid Waste, Cost Center 230304, Object Code 54901. International Paper Company has not assessed a fee.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Stephen G. West has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Brent Schneider, Solid Waste Management Engineering and Environmental Quality Manager, will oversee the implementation of the Agreement.

Attachments

IP License Agreement

Exhibit A

**INTERNATIONAL PAPER COMPANY
LICENSE AGREEMENT**

INTERNATIONAL PAPER COMPANY, a New York corporation duly licensed to do business in the State of Florida ("Licensor"), for and in consideration of the payments and mutual covenants hereinafter specified, does hereby grant a license unto **Escambia County, Florida** ("Licensee") pursuant to the terms and conditions of this License/Lease Agreement (the "Agreement") to use the surface of certain property situated in the city of Pensacola, Escambia County, Florida described in the attached "Exhibit A," and made a part hereof for all purposes (the "Premises"), effective as of this _____ day of _____, 20____.

NOW THEREFORE in consideration of the mutual benefits to the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Unless sooner terminated pursuant to the terms hereof, this License is for a term of 6 month(s)/year(s), from the 19th day of January, 2017 to the 18th day of July, 2017.

2. The License fee for the use of the Premises shall be sum of \$0 per month/year.

3. Licensor hereby grants Licensee permission to enter upon and use the Premises for the sole purposes of: A survey to obtain a legal description. Any other use of the Premises requires the prior written consent of Licensor. Prior to commencing any work on the site, Licensee shall obtain all necessary permits as may be required by any regulatory body and provide proof of same to Licensor.

4. This License is not a geophysical permit and Licensor is not conveying any subsurface mineral development rights whatsoever to Licensee. Licensee's rights hereunder are subject to the oil, gas and mineral rights in, to and under the Premises.

5. Prior to placing wells, ditches or other excavations and prior to placing any fixtures, facilities, utilities, electric lines, structures or buildings not already in existence upon the Premises, Licensee shall acquire written approval from Licensor. Any such facilities presently on the Premises and used by Licensee or constructed by Licensee shall be maintained by and be the sole responsibility of Licensee. Notwithstanding anything contained herein to the contrary, Licensee is pre-approved to conduct the following construction activities: None.

6. Any sanitary facilities and public utilities as may be required by Licensee or state law shall be provided, installed and maintained by Licensee in accordance with the health, safety and other requirements of state and local authorities, and with permission of Licensor. All costs of any such facilities and their operation and maintenance shall be borne by Licensee. Such facilities shall not be built or installed on the property unless required by a governmental

authority. Portable toilets shall be permitted so long as the facility is confined and all waste is disposed of off Licensor's land and as required by law.

7. Licensee shall, without cost to Licensor, keep and maintain at all times, the Premises in good condition, make all repairs to the ground surface, buildings, and other improvements and appurtenances used by Licensee and on the Premises, and maintain the grounds in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste thereon. Upon the termination of this License in any manner, Licensee shall peaceably deliver to Licensor the full possession of the Premises and remove all materials, equipment and improvements placed thereon by Licensee and with regard to the portion of the premises used by Licensee, substantially restore the Premises to the condition that existed at the commencement of this License. Should Licensee fail within thirty (30) days after the date of the termination of this License to make such removal and restoration, Licensor may, at its option, remove said materials, equipment and improvements and restore said Premises to substantially its former state at the sole cost of Licensee and/or may take and hold any materials, equipment and improvements as its sole property to retain as Licensor sees fit.

8. Licensee for itself, employees, contractors and invitees, assumes the risk of any latent or patent vices or defects that are or may be on the Premises or the improvements thereon and agrees that Licensor shall not be liable for any loss or damage on account of any such vices or defects. Licensee shall remain responsible for all acts, omissions and liabilities of its employees, contractors, and invitees.

9. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, timber, wood, wood products, or other property of Licensor or any third party on or near the Premises resulting from Licensee's operations or presence on the Premises.

10. Licensor reserves the right to continue its use of the Premises without interruption. Both parties will, however, endeavor to accommodate the use of the Premises by the other. Licensee shall take all reasonable care to avoid causing any damage or injury to Licensor's other adjacent lands and property. Licensee shall, however, upon demand, promptly repair or reimburse Licensor for any damage to Licensor's other lands or property, caused, in whole or in part, by Licensee's operations.

11. To ensure compliance with the terms hereof, Licensor shall have the right to inspect the Premises as used by Licensee and to review Licensee's operations at any time.

12. Licensee shall be entitled to those rights of ingress and egress over and across the Premises, and any other adjacent land owned by Licensor or its affiliates, which are necessary to accomplish the purposes authorized by this License. In exercising such rights of ingress and egress, Licensee shall use only those routes approved in advance by Licensor, and shall at all times cooperate with and accommodate Licensor's use of such adjacent or nearby roads. Licensee shall maintain in a safe, careful and workmanlike manner all roads or rights-of-way used exclusively by Licensee, and shall promptly repair any damage caused to any roads or passages by Licensee's operations and use. All roads constructed by Licensee (such construction

being only with Licensor's written permission) shall become the property of Licensor. Licensor and Licensee shall both ensure that access to the Premises is limited to the parties and their respective employees, agents, invitees and others with legitimate business purposes.

13. Licensor may terminate this License at any time, without cause, upon ten (10) days prior written notice to Licensee. Licensee may terminate this License at any time without cause, however, as liquidated damages, Licensor shall be entitled to all licensee payments due throughout the stipulated term of this License.

14. Licensee shall conduct all of its operations in a safe and workmanlike manner, at its own cost, expense and risk. Licensee hereby covenants and agrees with Licensor to reimburse, indemnify and hold harmless Licensor from and against any and all liabilities, claims, suits, judgments, losses or damages, either to person (including death) or property, including without limitation, all attorneys' fees, consulting and engineering fees, court costs, expenses, expert fees, discovery costs and all other costs arising out of, incident to, or resulting from the operations of Licensee, its employees, agents, representatives, contractors, successors or assigns, on the Premises, regardless of whether Licensor is alleged to have been or was negligent. Licensee hereby waives as against Licensor any immunity to suit afforded by applicable worker compensation laws.

15. Prior to occupying or using the Premises, Licensee shall carry, with insurers satisfactory to Licensor, during the term hereof, Auto Liability Insurance, including either "owned, hired and non-owned vehicles" or "hired, non-owned and scheduled vehicles", with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance meeting all state statutory requirements, and Employer's Liability Insurance with limits not less than \$100,000 each accident/\$500,000 disease – policy limit/\$100,000 disease – each employee. Worker's Compensation Insurance and Employer's Liability Insurance shall fully cover all employees, supervisors, owners, partners and/or executive officers participating in Licensee's operations hereunder. Licensor shall be named as an Additional Insured for all coverage, except Worker's Compensation. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation or any material change in such insurance policies and include a waiver of subrogation in favor of the Licensor. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation or adverse material change in any such insurance, Licensor may, at its option, suspend this License until insurance is obtained or terminate this License immediately without further action.

Should Licensee select to purchase Auto Liability Insurance including hired, non-owned, and scheduled vehicles, in consideration for Licensor accepting such coverage, Licensee further represents and warrants that (a) Licensee has provided a complete, true and accurate schedule of

all vehicles used in the business to Licensee's insurance agent/broker/company; (b) Licensee has discussed with insurance company/agent/broker and/or has carefully reviewed the terms of all insurance policies in regard to the requirements for reporting and paying premiums on additions of vehicles during the policy period, and certify that these requirements will be fully complied with at all times; and (c) Licensee grants permission to Licensor, on the basis of this document alone, to obtain from insurance company/agent/broker at any time a certified copy of Licensee's schedule of insured vehicles.

Should Licensee select not to include the owner(s), partners and/or executive officers of such operation in that coverage, in consideration for Licensor accepting such coverage, Licensee further represents and warrants that (a) Licensee is an independent contractor and each owner, partner and/or executive officer of Licensee is not an employee(s) of Licensor, and has no right to claim any benefits, including workers compensation benefits, under any Licensor plan, policy, or coverage; and (b) Licensee acknowledges that it may purchase a Worker's Compensation plan, insurance or otherwise, insuring any of the owners, partners and/or executive officers but has elected NOT to do so as allowed by law and assumes all risks as a result of this decision.

16. Licensee shall comply, at Licensee's expense, specifically with all applicable laws, regulations, rules and orders with respect to the use by Licensee of the Premises, regardless of when they become effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal and water and air quality, and shall furnish satisfactory evidence of such compliance upon request of Licensor. Licensee's failure to comply with such laws, regulations, rules and orders shall give Licensor, at its option, the right to terminate this License and/or suspend Licensee's activities on the Premises until compliance is achieved. Should any discharge, improper storage, leakage, spillage, emission, contamination or pollution of any type occur upon or from the Premises due to or associated with Licensee's use and occupancy thereof, Licensee, at Licensee's expense, shall immediately clean all property affected thereby to the satisfaction of Licensor and any governmental body or agency having jurisdiction thereover. Licensee's obligations to clean such property shall survive the termination of this License and Licensee's vacancy from the Premises. Licensee hereby waives any statute of limitations which might bar Licensor from recovery against Licensee for damages Licensor suffers, including clean-up costs, for any such pollution, emission, improper storage, contamination, leakage, discharge or spillage, on the Premises resulting from Licensee's operations and use thereof. Further, Licensee shall indemnify, hold harmless and defend Licensor against all liability, damage, losses, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, experts' fees, attorneys' fees and consulting, engineering and construction costs) incurred by Licensor as a result of Licensee's breach of this paragraph or as a result of any such discharge, contamination, leakage, storage, emission, spillage, or pollution, regardless of whether such liability, damage, loss, cost, or expense arises during or after the term of this License and regardless of whether such liability, damage, loss, cost or expense may be contributed to or exacerbated in part by the negligence of Licensor. Licensee shall not be responsible for any contamination, pollution, emission, leakage, or damage to the Premises and other affected property caused by the sole negligence of Licensor.

17. Licensee hereby agrees that it shall not store toxic or hazardous materials on the Premises, including paint thinner or cleaning solvents containing any hazardous substance. Should Licensee store oil, gas or other substance or operate any machinery on the property and any oil, gas or fuel or other contaminant or substance is released onto the Premises, Licensee shall immediately clean the area and remove any contaminated soil to a permitted facility. No oil or other contaminant shall be maintained on the property in anything other than properly sealed, protective storage containers. Used equipment oil shall not remain on the Premises for more than fourteen (14) days.

18. Licensee shall immediately notify Licensor if it discovers any defect in, contamination or other problem with the Premises and shall cease any activities that might exacerbate the problem or put person or property at risk of injury or damage. Should Licensee discover any endangered or threatened species on the Premises, Licensee shall immediately notify Licensor and cease all activities in the area. If it is determined by Licensor that any state of federal law, rule or regulation would be violated by Licensee's continued operations hereunder, Licensor may immediately terminate this License as to all or part of the Premises covered hereby.

19. While on the premises of Lessor, Lessee and its subcontractors shall comply with Lessor's site-specific regulations and shall ensure that all of its employees, subcontractors and agents have a safe work environment. Lessee is solely responsible for the safety of Lessee's employees and the means and methods employed by its employees in performing the services contemplated herein, and agrees that Lessor shall have no such responsibility. In the event an employee of Lessee or one of its subcontractors is injured while on Lessor's premises, Lessee shall (i) immediately notify Lessor of the time, nature, and severity of the injury, (ii) at its own cost and expense cause to be performed an investigation into the "root cause" of the injury by a competent investigator, and (iii) provide Lessor with a copy of the investigation report. The report shall include an explanation of causation of the accident and the steps Lessee or its subcontractor is taking to avoid a similar accident from occurring. Lessee shall also provide Lessor with periodic updates on the date the injured individual will return to work. In the event Lessor elects to perform its own investigation, or requests that a joint investigation be performed, Lessee shall cooperate and actively assist in such an effort. In addition to the above, if an employee of Lessee or one of its subcontractors experiences a "near miss" that could have resulted in serious injury while on Lessor's premises, Lessee shall investigate the incident and report to Lessor its findings and the steps that Lessee will take to avoid a repeat incident.

20. Licensee shall not have the right to assign or sublet the Premises or any part thereof without Licensor's written permission. Any attempted assignment shall be void and shall not relieve Licensee of its liabilities and obligations herein.

21. All notices to be given under this License shall be given by certified mail, overnight delivery or hand delivery at the following address:

LICENSOR:
International Paper Company
6400 Poplar Avenue
Memphis, TN 38917

LICENSEE:
Board of County Commissioners
Escambia County, Florida
221 Palafox Place, Ste. 400
Pensacola, FL 32502

22. The failure of Licensor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

23. All prior negotiations, oral or written documentation relating to this License and representations have been merged herein. This written License is the only expression of the parties' understanding and agreement.

24. This License shall be construed in accordance with the laws of the state in which the Premises are located.

25. In the event any suit or other proceeding is instituted by either party to enforce or interpret any part of this License, the prevailing party shall be entitled to recover from the other party reimbursement for its reasonable attorney's fees, court costs and litigation expenses therein, as well as in any appeal from same.

IN WITNESS WHEREOF, Licensor and Licensee have caused this instrument to be duly executed on this _____ day of _____, 20____.

LICENSOR:
INTERNATIONAL PAPER COMPANY
By: _____
Name: _____
Title: _____

WITNESSES:

LICENSEE:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

By: _____

Name: D. B. Underhill

Title: Chairman

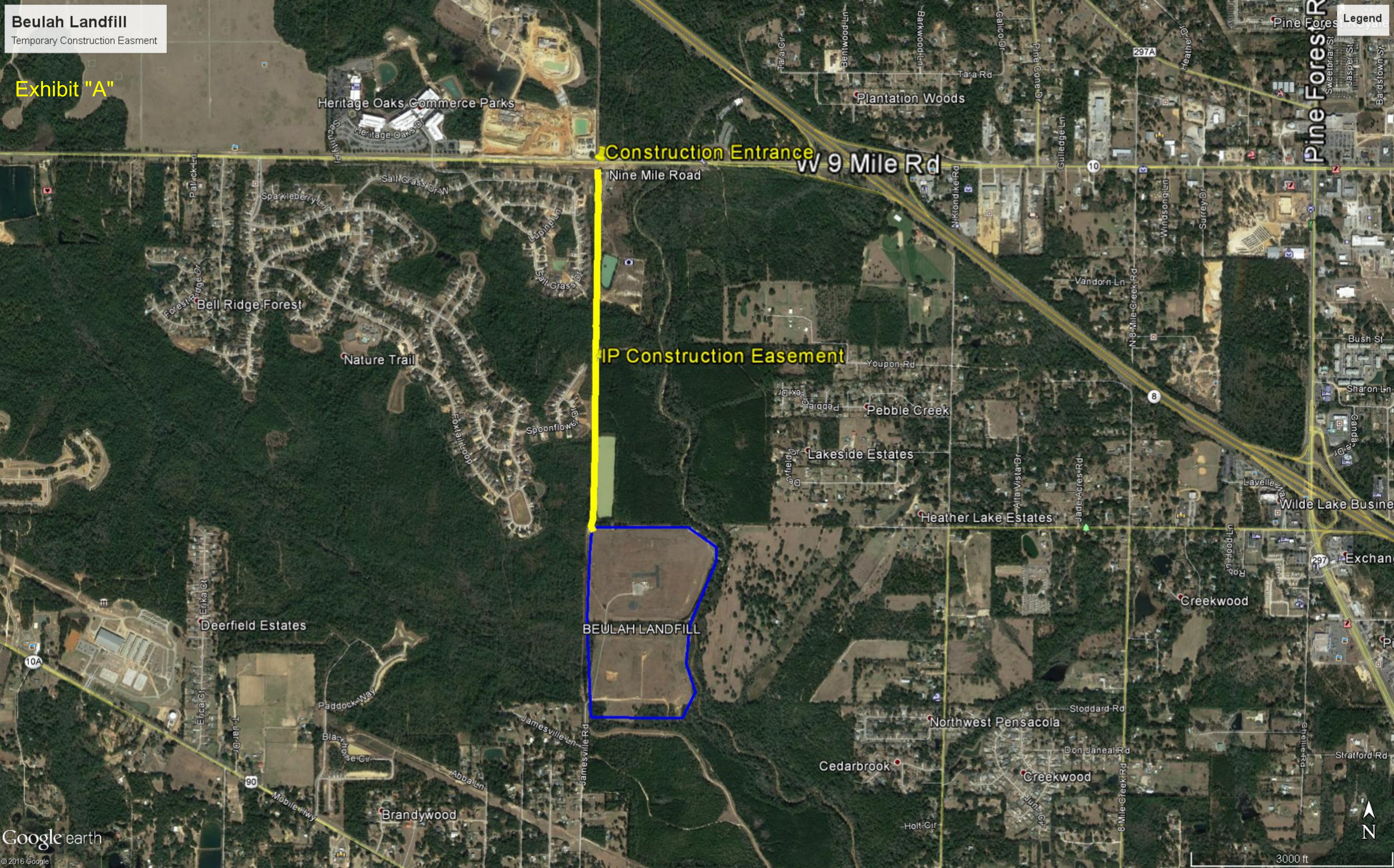
This document approved as to form
and legal sufficiency.

By *[Signature]*

Title Dist. County Attorney

Date Dec-27, 2016

Exhibit "A"



Construction Entrance
W 9 Mile Rd

IP Construction Easement

BEULAH LANDFILL





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11550 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 01/19/2017
Issue: Change Order #2 to Purchase Order #170220 -Bosso's Uniform Company Inc.
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to the Purchase Order for Bosso's Uniform Company, Inc.- Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #2, to Bosso's Uniform Company, Inc., for the purchase for service jackets for all Emergency Medical Service staff:

Department:	Public Safety Department
Division:	EMS
Type:	Addition
Amount:	\$7,892.50
Vendor:	Bosso's Uniform Company, Inc.
Project Name:	N/A
Purchase Order Number:	170220
Change Order Number:	2
Cost Center for Change Order:	330302
Original Purchase Order Amount:	\$60,000.00
Cumulative Amount of Change Orders through this Change Order:	\$12,692.50
New Purchase Order Total:	\$72,692.50

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

BACKGROUND:

In its meeting held September 22, 2016, the Board authorized issuance of a purchase order to Bosso's Uniform Company Inc., in the amount of \$60,000, PD 13-14.091, for the purchase of uniforms. The recommended Change Order will add funds needed to outfit all EMS staff jackets to maintain uniformity during the cold months.

BUDGETARY IMPACT:

Funding is available in Fund 408, Emergency Medical Service Fund, Cost Center 330302.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of The Escambia County Florida Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Bosso's Quote

BCC 9-22-16 Approval

Bosso's Uniform Company, Inc.

1114 West Government Street
 Pensacola, FL 32502-5312
 (850) 438-7608

Estimate

Date	Estimate #
12/12/2016	3529

Name / Address
Escambia County EMS

P.O. No.	Account #	Project	Name
			Steve White

Qty	Item	Description	Size	Cost	Del	Total
150	EMS-SMJ75...	Port Auth jacket with embroidered EMEMS on left chest navy inside 2x and up - oversize fee of \$2 per size	s - xl <i>estimate</i>	51.95		7,792.50 <i>100⁰⁰</i>
				Subtotal		\$7,792.50
				Sales Tax (7.5%)		\$0.00
				Total		\$7,792.50



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10969 County Administrator's Report 10. 25.
BCC Regular Meeting Budget & Finance Consent
Meeting Date: 09/22/2016
Issue: Purchase Orders in Excess of \$50,000
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval: *[Signature]*

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2016/2017 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2016/2017.

BACKGROUND:

Issuance of these purchase orders during the first week of October 2016 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2016/2017 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed FY 2016/2017 budget at the second public hearing scheduled for September 22, 2016.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department will issue purchase requisitions as soon as possible on or after October 1, 2016, in accordance with the adopted FY 2016/2017 budget.

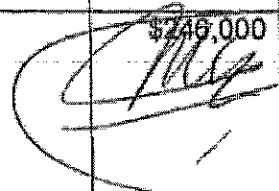
Attachments

POs over \$50,000

Added
10-11-16

Replacement Backup
CAR II-25
BCC: 09-22-2016

PUBLIC SAFETY DEPARTMENT
PURCHASE ORDERS IN EXCESS OF \$50,000 – FISCAL YEAR 2016-2017

	Vendor	Amount	Contract Number
1	AT&T (Bellsouth Telecommunications) Vendor Number : 010542 9-1-1 Communications Fund: 145 (E-911 Operations) Cost Center: 330404	\$434,564	Annual Support Service for Original Equipment
2	Atmore Ambulance Vendor Number: 014805 Ambulance Provider Services Fund: 408 (EMS) Cost Center: 330302	\$170,000	PD 13-14.090
11/2/17 3	Bossos Uniform Vendor Number: 02101 Uniforms Fund: 408 (EMS) Cost Center: 330302	\$60,000	PD 13-14.091
4	Bossos Uniform Vendor Number: 02101 Uniforms Fund: 143 (Fire Protection) Cost Center: 330206	\$90,000	PD 13-14.091
5	Bound Tree Medical Vendor Number: 02153 Medical Supplies/ Equipment Fund: 408 (EMS) Cost Center: 330302	\$182,000	PD 14-15.083
6	Bound Tree Medical Vendor Number: 02153 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	\$22,000	PD 14-15.084
7	City of Pensacola Vendor Number: 406544 Support of 9-1-1 Telecommunications Fund: 145 (E 9-1-1 Operations) Cost Center: 330404	\$246,000 	Agreement with Automatic Renewal, as amended. Approved by BCC 1/23/1996
8	Fisher Scientific Co LLC Vendor Number: 061420 Personal Protective Equipment Fund: 143 (Fire Protection) Cost Center: 330206	\$150,000	PD 14-15.100

9	Henry Schein, Inc (Matrix Medical) Vendor Number: 131760 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$80,000	PD 14-15.083
10	Henry Schein, Inc (Matrix Medical) Vendor Number: 131760 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	\$50,000	PD 14-15.084
11	Henry Schein, Inc (Matrix Medical) Vendor Number: 131760 LifePak Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$52,500	PD 14-15.085
12	Henry Schein, Inc. Vendor Number: 131760 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	\$50,000	PD 14-15.084
13	Howell's Truck & Giant Tire Service, Inc. Vendor Number: 410408 Fire Apparatus Tire Repair Funds: 143 (Fire Protection) Cost Center: 330206	\$75,000	Pending Bid
14	Motorola Solutions Vendor Number: 135001 Software Maintenance Fund: 001 (General) Cost Center: 330403	\$307,123	PD 14-15.056
15	Municipal Equipment Vendor Number: 135230 Fire Equipment and Supplies Fund: 143 (Fire Protection) Cost Center: 330206	\$75,000	PD 13-14.017
16	North American Fire Equipment Vendor: 14740 Fire Equipment And Supplies Fund: 143 (Fire Protection) Cost Center: 330206	\$100,000	PD 13-14.017
17	Verizon Wireless Vendor: 220218 Cell Service Fund: 001 (General) 408 (EMS) Cost Centers: 330402,330403,330801,330302	\$60,000	PD 14-15.093
18	Verizon Wireless Vendor: 220218 Cell Service Fund: 143 (Fire Protection Fund) Cost Centers: 330206	\$60,000	PD 14-15.093

19	Whitman and Whitman, Inc Vendor: 232613 Property & Vehicle Insurance Fund: 143 (Fire Protection Fund) Cost Centers: 330206	\$80,000	PD 10-11.064
20	USI Insurance Services LLC Vendor: 422228 Workers Compensation Insurance Fund: 143 (Fire Protection Fund) Cost Centers: 330206	\$75,000	PD 15-16.039



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11543 **County Administrator's Report** **12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/19/2017
Issue: Traffic Restrictions - Truck Prohibition on Enon School Road
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Traffic Restrictions - Truck Prohibition on Enon School Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Traffic Restrictions - Truck Prohibition on Enon School Road:

- A. Adopt a Resolution establishing a vehicle weight restriction on Enon School Road from South Pineville Road to Highway 97A - no trucks in excess of 10,500 pounds gross vehicle weight, except trucks servicing or having business within the described area; and
- B. Authorize the Chairman to sign the Resolution.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, and Account Code 53401]

BACKGROUND:

The Board is authorized under Sections 316.006 (3) (a,b); 316.008 (1) (m,n); and 316.555 of the Florida Statutes (2004), to establish regulations on county roadways and streets.

Chapter 94, Article 1, Section 94-1 Escambia County Code of Ordinances authorizes the County Engineer to place limits on the size and/or class of vehicles on county roadways and streets. This authorization requires the County Engineer to file for Board ratification by Resolution, quarterly, a list of all limitation orders established under this section.

It was determined that establishing a vehicle weight restriction on Enon School Road is reasonable and necessary for public safety and convenience.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund; Cost Center 211201 and Account Code 53401 for sign installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

No additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Resolution will be forwarded to the Sheriff's Department upon adoption.

Attachments

Resolution

Map

RESOLUTION NUMBER R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING A VEHICLE WEIGHT RESTRICTION ON ENON SCHOOL ROAD FROM S. PINEVILLE ROAD TO HIGHWAY 97A; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §§316.006(3)(a)(b); 316.008(1)(m)(n), and 316.555, Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish restrictions on load and weight of vehicles on certain roads for public safety and convenience; and

WHEREAS, the County Engineer, acting on behalf on the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to place restrictions on load and weight of vehicles using certain roads, and to erect signs conforming to the manual and specifications of the Department of Transportation; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution;

WHEREAS, the Board has determined that establishing a vehicle weight restriction on Enon School Road is reasonable and necessary for public safety and convenience.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That a prohibition upon vehicles in excess of 10,500 pounds gross vehicle weight is hereby established, except for vehicles servicing or having business within the described portions of said road, as follows: Enon School Road from S. Pineville Road to Highway 97A.

SECTION 3. That County staff previously posted notice of the proposed restriction in conspicuous locations at terminals of all intermediate crossroads and road junctions within the above-described area.

SECTION 4. That this restriction shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

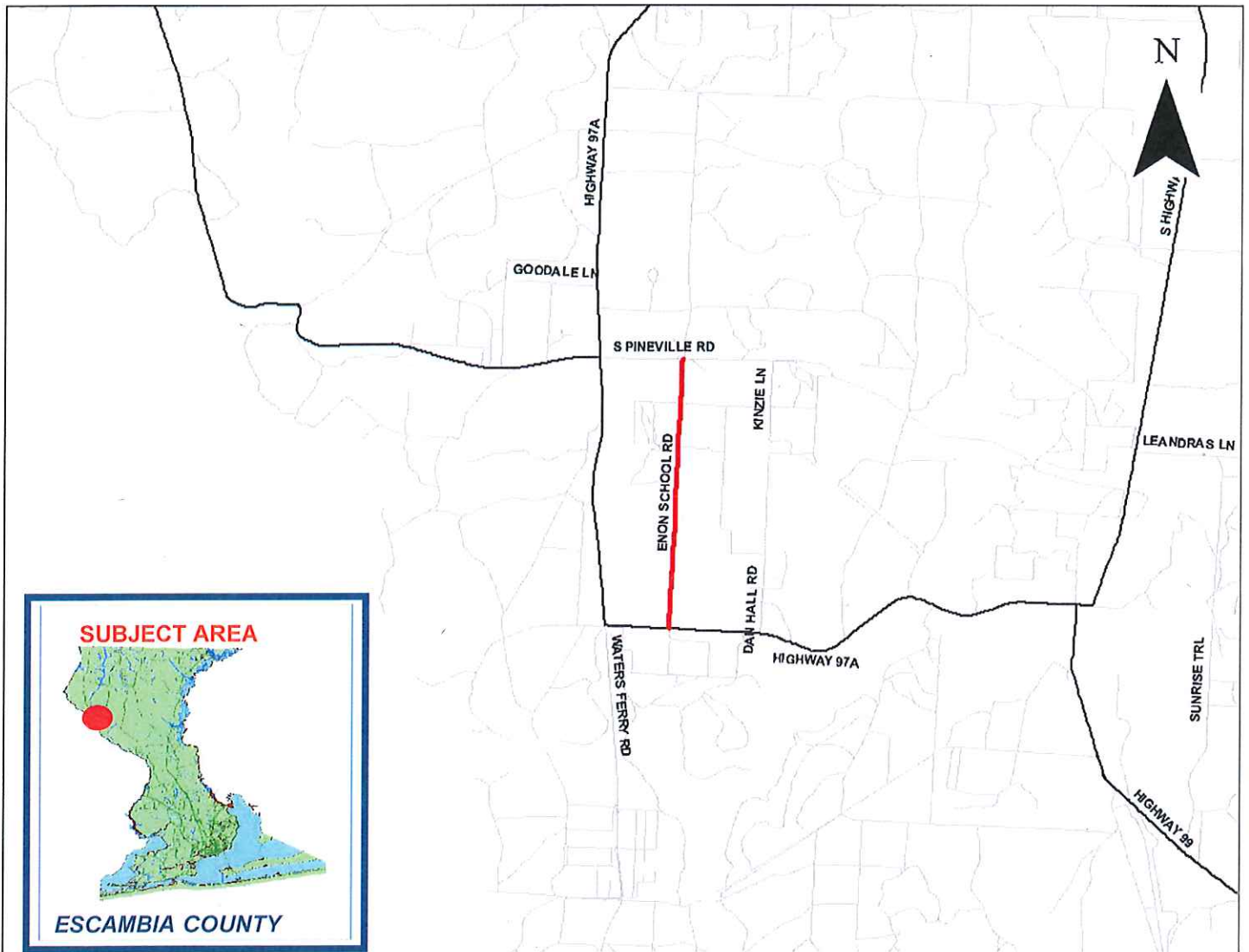
By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.
By/Title: *[Signature]*
Date: 1/3/17

LOCATION MAP

TRUCK PROHIBITION

Enon School Road S. Pineville Rd – Highway 97A





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11540

County Administrator's Report 12. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Supplemental Budget Amendment #046 - FTA Grant FL 2017-005-00 (FL34-0054)

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #046 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #046, FTA Capital Projects Fund (320), in the amount of \$614,819, to recognize proceeds from the Federal Transit Administration (FTA), to appropriate these funds to replace one large 30' bus, purchase new benches, and bus amenity upgrades. Florida toll revenue credits will be used as a soft match for the required \$153,705 for all capital related items.

BACKGROUND:

On July 19, 2016, the BCC approved Escambia County Area Transit (ECAT) to receive grant funds for FTA Grant FL 2017-005-00 (FL34-0054). This grant will be used to replace one large 30' bus, purchase new benches, and bus amenity upgrades. Florida Department of Transportation (FDOT) has authorized the use of toll revenue credits as a soft match for the required \$153,705 for all capital related items.

BUDGETARY IMPACT:

This amendment will increase Fund 320 by \$614,819, and FDOT has authorized the use of toll revenue credits as a soft match for the required \$153,705 for all capital related items.

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# 046

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

**Resolution Number
R2017**

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 Area Transit (ECAT) was awarded grant FL 2017-005-00 (FL34-0054) from the Federal Transit Administration (FTA), and these fund need to 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, 2017:

FTA Capital Project Fund Fund Name	320 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
FL2017-005-00 (FL34-0054)	320	331482 (new)	614,819
Total			<u>\$614,819</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements other than Buildings	320/211237 (new)	56301	340,000
Machinery and Equipment	320/211237 (new)	56401	274,819
Total			<u>\$614,819</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Deputy Clerk

D. B. Underhill, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
046



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11538 County Administrator's Report 12. 13.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Supplemental Budget Amendment #045 - 2016 HUD HOME Grant

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #045 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #045, HUD HOME Fund (147), in the amount of \$4,909, to recognize additional Grant proceeds from the U.S. Department of Housing and Urban Development, and to appropriate these additional funds into the current Fiscal Year 2017 Budget to be used for administration of the grant and housing and rehabilitation activities in Escambia County, Santa Rosa County, and the City of Pensacola.

BACKGROUND:

Escambia County receives a Federal Award of HUD HOME funds on an annual basis from the U.S. Department of Housing and Urban Development. The County's original total HUD HOME allocation was \$920,660. However, the final award will be \$925,569. The additional increase of \$4,909 will be used for housing development and administration of the grant.

BUDGETARY IMPACT:

This amendment will increase Fund 147 by \$4,909.

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# 045

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

**Resolution Number
R2017**

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 receives a Federal Award of HUD HOME Funds on an annual basis from the U.S. Department of Housing and Urban Development. Escambia County's 2016 award was more than what was budgeted, and this increase in funding must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

HUD HOME Grant Fund Name	147 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2016 HUD HOME Grant	147	331567	4,909
Total			\$4,909

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	147 / 370268	53401	490
Other Grants and Aids	147 / 370268	58301	4,419
Total			\$4,909

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Deputy Clerk

D. B. Underhill, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
045



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11533

County Administrator's Report 12. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Supplemental Budget Amendment #044 - FY2016 State Homeland Security Grant

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #044 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #044, Other Grants and Projects Fund (110), in the amount of \$49,789, to recognize the Fiscal Year 2016 State Homeland Security Grant from the Florida Division of Emergency Management (FDEM), and to appropriate these funds purchase safety hazard equipment and for Hazmat training to be used by the Hazardous Materials Response Team.

BACKGROUND:

Escambia County was awarded the 2016 State Homeland Security Grant by the Florida Division of Emergency Management. These funds will be used by the Hazardous Materials Response team to purchase various hazard safety equipment and for Hazmat training. Funds in the amount of \$36,000 will be used for training and \$13,789 will be used to purchase the following capital items; MSA Safesight and calibration gases, Canberra ultraradiac rad pagers, immunoassay kit, hydrogen cylinder, fluke radiation monitor, M256 kit, and detection equipment.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of \$49,789.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 044

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

Resolution Number
R2017-

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

WHEREAS, Escambia County was awarded funds by the Florida Department of Emergency Management for the FY2016 State Homeland Security Grant, and revenues 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, 2017:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
FY2016 State Homeland Security Grant	110	334277 (new)	49,789
Total			49,789
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	110/330238 (new)	56401	13,789
Training	110/330238 (new)	55501	36,000
Total			49,789

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

D. B. Underhill, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
044



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11531 County Administrator's Report 12. 15.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Contract Award for Re-Bid II Road Department Grapple - Boom Type Loader Body

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Re-Bid II Road Department Grapple – Boom Type Loader Body - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to award a Contract to JLM Equipment, Inc., per the terms and conditions of PD 16-17.015, Re-Bid II Road Department Grapple - Boom Type Loader Body, based on the lowest bid of \$55,236.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

The Grapple-Boom Type Loader body will be mounted on a replacement truck cab and chassis which will replace a current Chipper-body unit in the fleet. The replacement unit will perform an integral part of the Right-of-Way/tree trimming program of the Road Department as well as removal of debris after storm-related events. The current unit, when replaced, will be auctioned as surplus.

Requests for Invitation to Bid, PD 16-17.015, Re-Bid II Road Department Grapple Boom Type Loader Body, were publicly noticed on Monday, December 05, 2016 in the Pensacola News Journal. Four known suppliers were also notified via confirmed email delivery. Responses were received from three firms on Tuesday, December 13, 2016. JLM Equipment, Inc. is the lowest bidder of \$55,236. The Rebid II PD 16-17.015 was the 3rd advertising of the Invitation to Bid for the Grapple-Boom Type Loader. The first bid was canceled based on bids being over budget. The second bid was canceled based on the receipt of only one bid. The Invitation to Bid for the Grapple-Boom Type Loader was advertised in the Pensacola News Journal on three dates and the specifications were on the County Website for a total of 67 days.

BUDGETARY IMPACT:

Funding: Transportation Trust Fund 175, Cost Center 210402, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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 Grapple-Boom Type Loader body will be mounted on a replacement truck cab and chassis which will replace a current Chipper-body unit in the fleet. The replacement unit will perform an integral part of the Right-of-Way/tree trimming program of the Road Department as well as removal of debris after storm-related events. The current unit, when replaced, will be auctioned as surplus.

Requests for Invitation to Bid, PD 16-17.015, Re-Bid II Road Department Grapple Boom Type Loader Body, were publicly noticed on Monday, December 05, 2016 in the Pensacola News Journal. Four known suppliers were also notified via confirmed email delivery. Responses were received from three firms on Tuesday, December 13, 2016. JLM Equipment, Inc. is the lowest bidder of \$55,236. The Rebid PD 16-17.015 was the 3rd advertising of the Invitation to Bid for the Grapple-Boom Type Loader. The first bid was canceled based on bids being over budget. The second bid was canceled based on the receipt of only one bid. The Invitation to Bid for the Grapple-Boom Type Loader was advertised in the Pensacola News Journal on three dates and the specifications were on the County Website for a total of 67 days.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a contract award in the form of a Purchase Order.

Attachments

Bid Tab

Determination to Award

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1

- GENERAL INFORMATION SECTION -

Description: GRAPPLE –BOOM TYPE LOADER BODY

Bid Number: PD 16-17.015

Opening Date/Time: 1:30 PM Tuesday, December 13, 2016

Purchasing Agent: Eddie Wehmeier

Client Department: Road Department Dept. Director/Designee: Wes Moreno/Terry Gray

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #

Fund:

Cost Center:

Object Code:

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation Yes No
Note: Attachments to Requisition shall Reference PD #

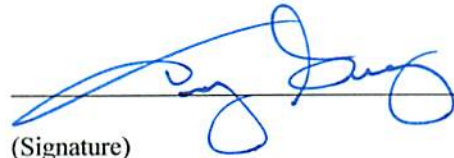
Comments Applicable to General Information Section:

SECTION 2

- RECOMMENDED AWARD SECTION -

(See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)



Unit Price Extensions Checked by:

(Signature)

(Date)

12/15/2016

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder

Purchasing Yes No Client Department Yes No

If Yes, Please Document in Space Provided:

SECTION 3

-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval:

(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:

(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11348 County Administrator's Report 12. 16.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Muscogee Road (CR 297-A and US 29) Widening and Drainage Improvements

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 16-17.010, Muscogee Road (CR297A and US 29) Widening and Drainage Improvements - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Roads Inc. of NWF, per the terms and conditions of PD 16-17.010, Muscogee Road (CR297A and US 29) Widening and Drainage Improvements, in the amount of \$1,790,010.68.

[Funding: Fund 352, LOST III, Cost Center 210114, Object Code 56301, Project Number 15EN3285]

BACKGROUND:

The Invitation to Bid PD 16-17.010 was advertised in the Pensacola News Journal on Monday, November 7, 2016 and Monday, November 14, 2016. On Monday, November 7, 2016 twenty-seven contractors were notified. On December 15, 2016, three bids were received. Roads Inc. of NWF was the low bidder.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 210114, Object Code 56301, Project Number 15EN3285

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form "D" contract will be used for this project.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts. The Invitation to Bid PD 16-17.010 was advertised in the Pensacola News Journal on Monday, November 7, 2016 and Monday, November 14, 2016. On Monday, November 7, 2016 twenty-seven contractors were notified. On December 15, 2016, three bids were received. Roads Inc. of NWF was the low bidder.

IMPLEMENTATION/COORDINATION:

Purchasing will prepare the agreement for signature and issue the Purchase Order.

Attachments

Bid tab

Determination to Award

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Muscogee Rd. (CR 297-A and US 29) Widening and Drainage Improvements BID # PD 16-17.010						
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 12/15/2016 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Bond	Grand Total
NAME OF BIDDER							
Panhandle Grading & Paving	Y	Y	Y	Y	Y	Y	\$2,212,905.65
Gulf Coast Utility Contractors LLC	Y	Y	Y	Y	Y	Y	\$2,117,535.75
Roads, Inc. of NWFL	Y	Y	Y	Y	Y	Y	\$1,790,010.68
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager			DATE: 12/15/2016			
BIDS TABULATED BY:	Jeremy King, P.E.			DATE: 12/15/2016			
BIDS WITNESSED BY:	Lori Kistler, SOSA			DATE: 12/15/2016			

RECOMMENDED

CAR II
DATE

BOCC January 19, 2017
DATE

The Purchasing Manager recommends to the BCC:

To award a contract to Roads Inc. of NWF in the amount of \$1,790,010.68

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: _____


CS/ik

Posted @ 11:00 a.m. CST on 12/21/2016

**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)**

SECTION - 1 General Information

Description: Muscogee Road (CR297A and US29) Widening and Drainage Improvements
Bid Number: PD 16-17.010
Opening Date/Time: Thursday, December 15, 2016 3:00 PM CST
Purchasing Agent: Claudia Simmons
Client Department: Engineering Division Public Works Dept. Director: Joy Blackmon P.E. County Engineer and Director Public Works
Designee: Liz Bush

Fund 352 "LOST III, Cost Center 210114
Object Code 56301/Project #15EN3285

Fund: SEE Transmittal Sheet
Cost Center:
Object Code:




Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public
Works, ou=Engineering,
email=rflamber@myescambia.com,
c=US
Date: 2016.12.21 10:36:57 -06'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation **Yes** **No**
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 - **RECOMMENDED AWARD SECTION** - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)
Roads Inc. per attached tabulation

Unit Price Extensions Checked by: Jeremy King, P.E. Rebol Battle
 Date 12/21/2016
(Signature)

Corrections to Unit Price Extension(s) Description: N/A

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing Yes No Client Department Yes No
If Yes, Please Document in Space Provided:

SECTION 3 - **CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -**
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: _____
(Signature)

Purchasing Manager/Designee Approval: _____
(Signature)

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

PD 16-17.010

Muscogee Road (CR297A and US29) Road Widening and Drainage Improvements

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

Roads Inc. of NWF

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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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)	
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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND Roads Inc. of NWF FOR STANDARD
ROAD/DRAINAGE CONSTRUCTION CONTRACT
DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Roads Inc. of NWF, a corporation for profit, to perform all work ("Work") in connection with PD 16-17.010 Muscogee Road (CR297A and US 29) Widening and Drainage Improvements ("Project"), 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:

\$1,790,010.68

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 seventy (270) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within three hundred (300) 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 three hundred (300) 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, \$1,000 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:

Engineering Division, Public Works
3363 West Park Place
Pensacola, FL 32505
Attention: Liz Bush

- B. All correspondence with the Contractor will be addressed to the following:

Mr. Cody Rawson, President
106 Stone Blvd.
Cantonment, FL 32533

- 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 Roads Inc. of NWF 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:

Roads Inc. of NWF, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

(Corporate Seal)

Date: _____

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 _____ (___) 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)

Witness

(Authorized Signature)

(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)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

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

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(I_d-I_b) 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.
I_d ' Asphalt Price Index during the month in which the material is incorporated into the project.
I_b ' 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.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11238 **County Administrator's Report** **12. 17.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 01/19/2017

Issue: Contract for Clean-up of Parks and Boat Ramps

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract for Clean-up of Parks and Boat Ramps - Claudia Simmons, Manager, Office of Purchasing

That the Board award and authorize the Chairman to sign the Agreement for Maintenance of County Parks and Boat Ramps between Escambia County, Florida, and Keep Pensacola Beautiful, Inc., per the terms and conditions of PD 16-17.008, for Clean-up of Parks and Boat Ramps, in the estimated annual amount of \$150,150, for a term of 12 months with two options for 12-month extensions, for a total of 36 months, for the County Parks and Recreation Department.

[Funding: Fund 001, General Fund, Cost Center 350226, Parks Maintenance \$36,686; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge \$10,296; Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramp O&M \$5,148; and Fund 352, LOST III, Cost Center 350229, Parks Projects \$98,020]

BACKGROUND:

The Invitation to Bid PD16-17.008 was advertised in the Pensacola News Journal on Monday, October 24, 2016. Thirty six contractors were notified on Monday, October 24, 2016, the notice of the Invitation to Bid was circulated to the clients of the Small Business Development Center on Monday, October 24, 2016. A mandatory pre-bid was held on November 2, 2016. Two prospective bidders attended. The Invitation to Bid PD 16-17.008 was advertised again on November 21, 2016 in the Pensacola News Journal. Thirty six contractors were notified for the 2nd time on November 21, 2016, the Notice of the Invitation to Bid was circulated again by the Small Business Development Center and by the African American Chamber of Commerce. A Mandatory Pre-Bid meeting was held on November 30, 2016. Two prospective bidders attended that had not attended the first Mandatory Pre-Bid meeting. On December 14, 2016 three bids were received. Keep Pensacola Beautiful is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 350226, Parks Maintenance \$36,686; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge \$10,296; Fund 118, Gulf Coast Restoration Fund, Cost Center 222001, NRDA Boat Ramp O&M \$5,148; Fund 352, LOST III, Cost Center 350229, Parks Projects \$98,020

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney prepared the Agreement. .

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts. The Invitation to Bid PD16-17.008 was advertised in the Pensacola News Journal on Monday, October 24, 2016. Thirty six contractors were notified on Monday, October 24, 2016, the notice of the Invitation to Bid was circulated to the clients of the Small Business Development Center on Monday, October 24, 2106. A mandatory pre-bid was held on November 2, 2016. Two prospective bidders attended. The Invitation to Bid PD 16-17.008 was advertised again on November 21, 2016 in the Pensacola News Journal. Thirty six contractors were notified for the 2nd time on November 21, 2016, the Notice of the Invitation to Bid was circulated again by the Small Business Development Center and by the African American Chamber of Commerce. A Mandatory Pre-Bid meeting was held on November 30, 2016. Two prospective bidders attended that had not attended the first Mandatory Pre-Bid meeting. On December 14, 2016 three bids were received. Keep Pensacola Beautiful is the low bidder.

IMPLEMENTATION/COORDINATION:

Parks and Recreation Department will administer the contract.

Attachments

Bid tab

Determination to Award

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Clean-up of Parks and Boat Ramps BID # PD 16-17.008						
Bid Opening Time: 3:00 pm CST Bid Opening Date: November 17 2016 December 14, 2016 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addendum	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Amount	Annual
NAME OF BIDDER							
Common Area Solutions	Y	Y	Y	Y	Y	Per Barrel \$6.99 Per RR Service \$50.00	\$195,073.84
H and H Slab Services LLC	Y	Y	Y	Y	Y	Per Barrel \$4.93 Per RR Service \$90.19	\$169,001.56
Keep Pensacola Beautiful	Y	Y	Y	Y	Y	Per Barrel \$5.50 Per RR Service \$33.50	\$150,150.00
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager		DATE: December 14, 2016				
BIDS TABULATED BY:			DATE: 12/15/2016 Susan Holt, Accountant				
BIDS WITNESSED BY:			DATE: 12/14/2016 Angie Holbrook, Purchasing				

RECOMMENDED

CAR II
DATE

BOCC 1/16/2017
DATE

The Purchasing Manager recommends to the BCC:

To award a contract to Keep Pensacola Beautiful in the estimated annual amount of \$150,150.00

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 @2:30p.m. CST December 15, 2016.

 CS/ik

**AGREEMENT FOR MAINTENANCE OF
COUNTY PARKS AND BOAT RAMPS PD 16-17.008**

THIS AGREEMENT is made 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 Keep Pensacola Beautiful, Inc., (hereinafter referred to as "Contractor"), a Florida not for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-1863230, and whose principal address is 9 West Blount Street, Pensacola, FL 32501.

WITNESSETH:

WHEREAS, on October 24, 2016, the County issued an Invitation to Bidders (PD 16-17.008) seeking the services of a contractor to perform waste collection and disposal and restroom maintenance for County parks and boat ramps; 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 an initial term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) 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 any term.

After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed the duration of 3.5 years.

3. **Scope**. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Clean-up of Parks and Boat Ramps, Specification No. P.D. 16-17.008, 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 at a rate of \$5.50 per barrel and \$33.50 per restroom in accordance with the Bid Form dated December 18, 2016, attached hereto as **Exhibit B**.

5. Method of Payment/Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

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. The County may terminate this Agreement immediately for cause or for convenience upon providing thirty (30) days prior 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 but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

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) Florida statutory Workers' Compensation.

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.

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, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

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 Office of Purchasing, 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: Keep Pensacola Beautiful, Inc.
Attention: Christopher Wise
9 West Blount Street
Pensacola, Florida 32501

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. 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**

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.

(The remainder of this page has been intentionally left blank – Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:

D.B. Underhill, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

CONTRACTOR: KEEP PENSACOLA
BEAUTIFUL, INC.

ATTEST:

By: Christopher M. Wise, Executive Director

By: _____
Corporate Secretary
(SEAL)

Date: _____

Approved as to form and legal
sufficiency.

By/Title: Edmund ACH
Date: 12/29/10



**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.
DO NOT RETURN WITH YOUR BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK. YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDERS LIST.

- HOW TO SUBMIT A NO BID

CERTIFICATE OF INSURANCE

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
BUILDING PLANS EXEMPT FROM PUBLIC RECORDS LAW
- CERTIFICATION AND ACKNOWLEDGEMENT LETTER FOR THE RETURN OF CDS AND COPIES OF OCCUPATIONAL LICENSE
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- DRUG-FREE WORKPLACE FORM
- SWORN STATEMENT PURSUANT TO SECTION 287.133(G)(A), FLORIDA STATUTES, ON ENTITY CRIMES

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- BID SURETY (BOND, CHECK, ETC.)
- BID FORMS (WITH ORIGINAL SIGNATURE)
- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

Documents submitted with bids are to be on the forms provided in the invitation to bid and photocopies of other required documents

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. INCOMPLETE BIDS ARE NOT ACCEPTABLE. ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED. BIDS WILL BE ACCEPTED ONLY FROM BIDDERS ATTENDING THE MANDATORY PRE-BID CONFERENCE ON NOVEMBER 2, 2016.

- HOW TO SUBMIT YOUR BID

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CLEAN-UP OF PARKS AND BOAT RAMPS
SPECIFICATION PD 16-17.008

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

CLEAN-UP OF PARKS AND BOAT RAMPS

SPECIFICATION NUMBER PD 16-17.008

BIDS WILL BE RECEIVED UNTIL: 3:00p.m., CST, Thursday, November 17, 2016

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Grover Robinson, IV Chairman
Wilson B. Robertson Vice Chairman
Douglas Underhill
Lumon J. May
Steven Barry**

A Mandatory Pre-Bid Conference will be held at Parks and Recreation at 1651 E. Nine Mile Road, Pensacola, Florida at 10:00 a.m. CDT, Wednesday, November 2, 2016. All bidders are required to attend.

Procurement Assistance:
Claudia Simmons
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805
Website: www.myescambia.com
Email: casimmon@co.escambia.fl.us

Technical Assistance:
Michael Rhodes
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) Preference in purchase of commodities and services by means of competitive bid. Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the

opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County may not use a local preference “for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

CLEAN-UP OF PARKS AND BOAT RAMPS

PD 16-17.008

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Forms marked with a (** Double Asterisk) should be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA SUBMIT OFFERS TO:

Claudia Simmons
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

Invitation to Bid

Clean-up of Parks and Boat Ramps

SOLICITATION NUMBER: PD 16-17.008

SOLICITATION

MAILING DATE: Monday, October 24, 2016

PRE-BID CONFERENCE: **MANDATORY PRE-BID CONFERENCE, at Parks and Recreation 1651 E. Nine Mile Road, Pensacola, Florida at 10:00 a.m. CDT, Wednesday, November 2, 2016. All bidders are required to attend.**

OFFERS WILL BE RECEIVED UNTIL: 3:00p.m., CST on Thursday, November 17, 2016 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____
County Administrator Date

By _____
Signature of Person Authorized to Sign Date

WITNESS _____
Date

ATTEST: _____
Corporate Secretary Date

WITNESS _____
Date

[CORPORATE SEAL]

ATTEST: _____
Witness Date

Awarded Date _____

ATTEST: _____
Witness Date

Effective Date _____

BID FORM
Specification Number PD 16-17.008
Clean-up of Parks and Boat Ramps

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Clean-up of Parks and Boat Ramps 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:

<u>Unit Cost</u>	<u>Bid Form</u>
Cost per barrel	\$ _____
Cost per Restroom Service	\$ _____

RATES ARE TO INCLUDE ALL COSTS ASSOCIATED WITH CONTRACT REQUIREMENTS.

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Signature: _____

Business location within a CRA district of Escambia County? Yes NO _____

Non-Exclusive Long Term Franchise Agreement for the Collection of Solid Waste

Date of Issuance _____

Persons to contact for emergency service/call in
service

Contact #1
Name _____
Phone/Cell/Pager #: _____

Contact #2
Name _____
Phone/Cell/Pager # _____

Person to contact for disaster service:

Home Phone/Cell/Pager #: _____

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of **\$500.00**
Page 1 of 2

Names and addresses of proposed Subcontractors to be utilized for work on this project: Waste haulers must be current Franchise Holders with Escambia County Solid Waste Department.

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

(Revised 12/21/01)

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

(Revised 4/05/05)

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

Offers will be considered from bidders who have attended the **Mandatory Pre-Bid Conference** on November 2, 2016. All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.008 "Clean-up of Parks and Boat Ramps", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for

violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$500.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Procurement Questions**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, (850) 595-4987, Fax (850)595-4805, Email: casimmon@myescambia.com Technical Questions will be forwarded to Michael Rhodes at the Parks and Recreation Department by Purchasing.

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

THE BID FORM MUST INCLUDE THE INFORMATION ON THE NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT FOR COLLECTION OF SOLID WASTE.

5. **Emergency Services/Call In Service**

The contract resulting from this solicitation is for services that are required during **EMERGENCY OR WITH LESS THAN 24 HOUR NOTICE**. The contractor must be available for call in service as needed. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that **NO CONTRACT** under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

6. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

7. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

8. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

9. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

10. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

11. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

12. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

13. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

14. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

15. **Award**

Award shall be made on an "all-or-none total" basis. Indefinite quantity, indefinite delivery contracts and multiple awards may be considered.

16. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

17. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

18. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown in Exhibit "C". It is understood by all bidders that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability- Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)

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 coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

PD 16-17.008

Clean-up for Parks and Boat Ramps

EXHIBIT A

Scope of Work

Escambia County Parks and Recreation Department is seeking the services of a contractor to provide the equipment, supplies and labor to perform the function of trash clean-up, removal and disposal for at least 75 recreational facilities. In addition, the contractor is to provide cleaning and restocking service for at least 3 restroom facilities. The Contractor must supply and stock all restroom supplies.

The collection and disposal of waste must be performed by a company holding a valid Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with Escambia County per Solid Waste Ordinance Sec. 82-132.(a). Therefore, vendor must (a) already have a Franchise Agreement, or (b) contract for container service with a valid Agreement holder prior to beginning service under this contract.

The service requirements and facility locations are detailed in Exhibit "B" – Service Requirements and Exhibit "C" – Facility Locations in this solicitation.

THIS INVITATION TO BID HAS A MANDATORY PRE-BID MEETING SCHEDULED AS FOLLOWS:

DATE: WEDNESDAY, NOVEMBER 2, 2016

TIME: 10:00 AM CDT

**LOCATION: PARKS AND RECREATION DEPT.
1651 E. NINE MILE ROAD
PENSACOLA, FLORIDA 32514**

PD 16-17.008

CLEAN-UP OF PARKS AND BOAT RAMPS

EXHIBIT B

2016-2017 Escambia County Parks and Recreation
Trash Removal Requirements and Notes

A. Trash Collection/Removal

- All trash barrels will be collected from parks on the list provided once a week, up to 4 times per week as dictated on park list.
- Trash collection schedules maybe adjusted due to seasonal activities at individual parks, but only the Parks Dept. can alter and request this collection adjustment.
- The vendor shall be " ON CALL" to service parks within 12 hours, but in most circumstances within 6 hours of the call out.
- In addition to trash collection from each barrel, the vendor will be required to pick up any litter, fallen trash, or debris within 30 ft of each barrel at each individual park.
- The vendor shall pick up any litter or debris within playground areas or within fenced in areas of the referenced park.
- The vendor shall remove and replace trash bags in all containers at each scheduled visit. This is inclusive of doggie trash bags at Dog Parks, which are included in Parks list.
- At the 3 Perdido Beach access areas, the public beach area must be cleaned at least 50 yards to the right and left of the walk in line in order to clean the entirety of the public beach area.
- The vendor shall report any misuse of barrels to the Parks and Recreation Supervisor.
- Vendor shall report any potential safety issues immediately to the parks field supervisor via phone call or text messaging regardless of date or time.

B. Restroom Maintenance

- The vendor shall be responsible for cleanup at the restroom facilities and restocking of restroom supplies inclusive of toilet paper and paper towels at the Perdido Beach accesses along with the Perdido Kids Park. These respective facilities must be serviced 3-4 times per week based on the season, and will be dictated by the Parks Department.
- The vendor shall provide all restroom cleaning supplies, toilet paper, along with paper towels for any restroom facility that is referenced on list of parks. When cleaning,

restrooms must be swept and restroom floors washed down, hand wash basins cleaned along with toilet fixtures, and mirrors cleaned with a cleaning solution. Products and supplies must be provided by the vendor.

C. Operating Requirements/Conditions

- **The vendor shall park their respective vehicles in a safe manner in designated spots when at parks. The vendor shall not take trucks or trailers into the interior areas of respective parks, but only to designated parking areas. No common park areas should be damaged by vendor vehicles. If this should occur, the vendor shall be responsible for immediate repair.**
- **The vendor shall provide all correctly sized trash bags along with doggie bags for respective dog park receptacles.**
- **Vendor shall provide their own trucks, trailers, and any other equipment that may be needed.**
- **Vendor shall provide their own gasoline and any other services and maintenance to their equipment.**
- **Vendor shall provide own vehicle registration and insurance.**
- **The county shall not be responsible for any damages to the vendor's equipment during trash collection or work within this specification.**
- **Vendor shall receive payment from the county once per month, with required submittal of invoice from the vendor.**
- **Vendor shall compensate their workers or employees at their own discretion.**
- **Vendor shall dispose of all collected trash or debris in an Escambia County approved disposal manner at an approved location and the vendor shall be responsible for all dumping and tipping fees. Failure to comply with this will result in cancellation of respective contract and proper documentation.**

2016-2017 Parks and Recreation Trash Removal Specifications

	Parks	Address	City	Zip	Acres	# of Barrels	Service/wk	Notes
1	Aero Vista	120 Marine Drive	Warrington	32507	1	4	1	
2	Aviation Field	2900 Miller Street	Pensacola	32503	2	3	1	
3	Avondale	6809 Vestavia Lane	Pensacola	32526	8	4	1	
4	Barrineau Park & Community Center	6055 Barrineau Park School Rd.	Molino	32577	3	2	1	
5	Beulah Community Center	7425 Woodside Road	Pensacola	32526	5	1	1	
6	Beulah Regional Park	Mobile Hwy. W. of Equestrian Center	Pensacola	32526	8	6	1	Dog Station Service Station
7	Bratt/ Travis Nelson	4525 West Hwy. 4	Bratt	32535	40	5	1	
8	Brentwood	4905 N. Palafox Street	Pensacola	32505	3	4	2	
9	Bristol	5311 Bristol Avenue	Pensacola	32505	3	4	2	
10	Byrneville	1707 Highway 4-A	Century	32535	4	4	1	
11	Carriage Hills/Charbar	1810 Broyhill Drive	Pensacola	32526	1.5	2	1	
12	Carver	208 Webb Street	Cantonment	32533	2	6	1	
13	Chimes Way	5002 Chimes Way	Pensacola	32505	3	5	2	
14	Civitan Neighborhood Park	404 2nd Street	Warrington	32507	2	4	1	Area NE Corner of 2nd & Sunset
15	Corry I	120 Manchester Street	Warrington	32507	2	4	1	
16	Davisville Community Center	10200 S. Hwy. 97	Davisville	32535	2.89	4	1	
17	Max Dickson	1102 Paulding Road	Warrington	32507	3	4	1	
18	Western Mark (Diego Circle)	751 Massachusetts Avenue	Pensacola	32503	1	4	2	
19	Dorrie Miller	2819 Miller Street	Pensacola	32503	4	1	1	
20	Ebonwood/ Oakcrest	3511 Scott Street	Pensacola	32503	5	2	2	
21	Englewood Community Center	1250 Leonard Street	Pensacola	32501	3	4	2	
22	Garcon Bayou Nature Park	55 Doug Ford Drive	Pensacola	32507	18	4	1	
23	Gene Pickerill/Sherwood	18 Gamwell Road	Pensacola	32506	2	3	1	
24	Harvester Homes I	430 Belmont Street	Cantonment	32533	0.5	2	1	
25	Harvester Homes I I	404 Lakewood Drive	Cantonment	32533	0.5	1	1	
26	Jack Reddix/Falcon/Oakcliff	Falcon & Oakcliff	Pensacola	32526	1	1	1	
27	Jaunita Williams	505 Edgewater Drive	Pensacola	32507	2	6	1	
28	Lakewood	670 Lakewood Road	Warrington	32507	2	2	1	
29	Lexington Terrace Regional Park	900 S. Corry Field Road	Pensacola	32507	38	10	2	Dog Station Service Station
30	Lincoln Park	7865 Aaron Drive	Pensacola	32534	3	4	1	
31	Marie Ella Davis Park & CC	16 Raymond Street	Warrington	32507	3	2	1	
32	Mayfair I Community Center	50 S. Garfield	Pensacola	32505	5	5	1	
33	Meadowbrook I	3 Adkinson Drive	Pensacola	32506	3	2	1	
34	Molino/ Fairgrounds	6698 Fairgrounds Road	Molino	32577	1.5	3	1	
35	Navy Point Linear Park - Waterfront	Baublitts/Syrclie Drive/Gibbs	Warrington	32507	60	20	1	6 Doggie Stations
36	O'Conner - Colling Community Park	552 Batton Blvd.	Pensacola	32507	30	5	1	
37	Oak Grove	Hwy. 99 & Gobbler Road	Walnut Hill	32535	2	3	1	
38	Oakcrest	220 Topaz Avenue	Pensacola	32505	1.5	3	1	
39	Oakfield Acres I	6124 Confederate Drive	Pensacola	32503	3	3	1	
40	Old Ensley School	107 E. Detroit Blvd.	Pensacola	32534	1.5	2	1	
41	Osceola I	302 Comanche Trail	Pensacola	32506	1.5	2	1	

2016-2017 Parks and Recreation Trash Removal Specifications

	PARK	Address	City	Zip	Acres	# of Barrels	Service/wk	Notes
42	Perdido Key 1 - Sandy Key	13549 Sandy Key Drive	Pensacola	32507	0.5	5	4	
43	Perdido Key 2 - Gulfside	14261 Perdido Key Drive	Pensacola	32507	0.5	5	4	Restroom Facility
44	Perdido Key 3 - River Road	14767 Perdido Key Drive	Pensacola	32507	0.5	5	4	Restroom Facility
45	Perdido Kids Park	10004 Gulf Beach Highway	Pensacola	32507	3	10	3	Restroom Facility
46	Quintette Community Center	2490 Quintette Lane	Cantonment	32533	2	6	1	
47	Raymond Riddle	1704 N. 'W' Street	Pensacola	32505	----	3	1	
48	Regency	8245 Fathom Road	Pensacola	32514	10	6	1	Dog Station
49	River Road Park	14484 River Road	Pensacola	32507	0.5	1	1	Dog Station
50	R.L. King/Bayou Marcus	7705 Lenora Street	Pensacola	32526	4	2	1	
51	Santa Maria Plaza/Farm Hill	199 Madrid Road	Cantonment	32533	3	4	1	
52	Shady Terrace	3708 Pompano Drive	Pensacola	32514	1.5	1	1	
53	Shell Street	5550 Shell Street	Pensacola	32503	2	2	1	
54	South Fairfield	End of South Fairfield	Pensacola	32507	1	3	3	
55	SW Complex Playground	Bauer Road	Pensacola	32507	1	7	3	
56	Tangen Heights	4810 Cochise Street	Pensacola	32526	1	1	1	
57	Treasure Hills	12839 Beckstrom Road	Pensacola	32507	3.96	2	1	
58	Tulip	4855 Tulip Drive	Pensacola	32506	2	2	1	
59	Wedgewood Park	3420 Pinestead, Lot 1	Pensacola	32506	2	6	1	
	Boat Ramps	Address	City	Zip	Acres	# of Barrels	Service/wk	Notes
60	Bill Dickson Park & BR/ Bayou Grand	3151 Fenceline Road	Pensacola	32507	49	5	2	Dog Station
61	Coronado Boat Ramp	End of Coronado	Pensacola	32507	----	1	1	
62	Galvez Boat Ramp	Off Innerarity Point Road	Pensacola	32507	0.5	5	3	
63	Heron Bayou Boat Ramp	Blue Angle Pkwy & Dog Track Road	Pensacola	32507	0.5	1	1	
64	Molino Boat Ramp	6698 Fairgrounds Road	Molino	32577	1.5	1	2	
65	Mahogany Mills Boat Ramp	1200 Mahogany Mills Road	Pensacola	32507	----	9	2	
66	Navy Point Boat Ramp	Grieve and Sunset Ave	Warrington	32507	2	6	3	
67	Pensacola Bay Fishing Bridge	1750 Bayfront Pkwy.	Pensacola	32501	----	12	3	
68	Johnson Beach Road	Johnson Beach Road	Pensacola	32507	/	2	1	
	Nature Trail/Boardwalks	Address	City	Zip	Acres	# of Barrels	Service/wk	Notes
69	Glynn Key Boardwalk	402 N Navy Blvd.	Pensacola	32507		3	1	1 on Boardwalk
70	Southwest Greenway Trail (by PSC)	198 Patton Drive	Pensacola	32507		1	1	
71	Southwest Greenway Trail	1131 Patton Drive	Pensacola	32507		1	1	
72	Southwest Greenway Trail	1190 Decatur Ave	Pensacola	32507		1	1	
	Restroom Facilities	Address	City	Zip	Acres	# of Barrels	Service/wk	Notes
1	Perdido Key 2 - Gulfside	14261 Perdido Key Drive	Pensacola	32507	N/A		4	Restroom Facility
2	Perdido Key 3 - River Road	14767 Perdido Key Drive	Pensacola	32507	N/A		4	Restroom Facility
3	Perdido Kids Park	10004 Gulf Beach Highway	Pensacola	32507	N/A		3	Restroom Facility

BID FORM

Specification Number PD 16-17.008
Clean-up of Parks and Boat Ramps

Date: 12/8/16

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Clean-up of Parks and Boat Ramps** 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:

Bid Form

Unit Cost

Cost per barrel	s	<u>\$ 5.50</u>
Cost per Restroom Service	s	<u>\$ 33.50</u>

RATES ARE TO INCLUDE ALL COSTS ASSOCIATED WITH CONTRACT REQUIREMENTS.

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number 746601

Bidder: Keep Pensacola Beautiful

Occupational License No. _____

By: Christopher M. Wise

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Signature: [Signature]

Business location within a CRA district of Escambia County? Yes NO

Non-Exclusive Long Term Franchise Agreement for the Collection of Solid Waste SEE PAGE 15

Date of Issuance _____ Persons to contact for emergency service/call in service _____

Contact #1
Name Christopher Wise
Phone/Cell/Pager #: 850-438-1178 (W) 404-963-0013 (C)

Contact #2
Name Jeff Stephens
Phone/Cell/Pager # 850-438-1178 (W) 850-221-2336 (C)

Person to contact for disaster service:
Christopher Wise Home Phone/Cell/Pager #: 404-963-0013 (C)



Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of \$500.00

Page 1 of 2

Names and addresses of proposed Subcontractors to be utilized for work on this project: Waste haulers must be current Franchise Holders with Escambia County Solid Waste Department.

1. WASTE Management, Inc. OF FLORIDA
- 2.
- 3.
- 4.

Page 2 of 2



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11603

County Administrator's Report 12. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: FDEP Voluntary Cleanup Tax Credit Application and Affidavit for County-Owned Property Located at 603 West Romana Street

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Environmental Protection Voluntary Cleanup Tax Credit Application and Affidavit for Escambia County 2016, Relating to County-Owned Property at 603 West Romana Street - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the Florida Department of Environmental Protection Voluntary Cleanup Tax Credit Application and Affidavit for Escambia County 2016, relating to County-owned property at 603 West Romana Street:

A. Approve the Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit (VCTC) Application and Affidavit for Escambia County 2016, relating to County-owned property at 603 West Romana Street where the County is eligible to receive \$200,124.33 in tax credits; and

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

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

BACKGROUND:

Environmental Site Cleanup and Remediation at the former Escambia County Mosquito Control Facility located at 603 West Romana Street are ongoing expenditures totaling \$400,248.66 for the year 2016. The County is eligible to apply for tax credits through the FDEP VCTC Program. This program allows entities and/or individuals to recover certain expenses incurred in the voluntary execution of site assessment/remediation for hazardous materials in the form of tax credits issued by the Florida Department of Revenue through the FDEP. Escambia County is eligible to receive \$200,124.33 in tax credits.

The VCTC is a State Economic Development Tax Incentive designed to be used against the Florida Corporate Tax liabilities. The State allows the tax credits to be transferred to another entity one time during the life of the instrument, i.e., through the sale of the individual instrument or by assigning the credits to another entity.

BUDGETARY IMPACT:

In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields.

LEGAL CONSIDERATIONS/SIGN-OFF:

No Legal consideration is required for this recommendation.

PERSONNEL:

Department of Natural Resources Management (NRM) and Community Redevelopment Agency (CRA) staff will coordinate all tasks.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for submittal of all applications.

IMPLEMENTATION/COORDINATION:

NRM and CRA Staff, in coordination with the FDEP, shall execute and deliver all documents and perform further actions necessary to complete to complete the application.

Attachments

2016 VCTC 603 W Romana Street



Department of Environmental Protection

VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of s. 376.30781, F.S., application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other required documentation.

Application Number
(FDEP Use Only)

SECTION I. - APPLICANT INFORMATION

A. APPLICANT¹

Name: D. B. Underhill, Chairman
Escambia County Board of County Commissioners

Address: 221 Palafox
(Street or P.O. Box)
Pensacola Florida 32502
(City) (State) (Zip Code)

Applicant's Point of Contact: Glenn Griffith, Brownfields Coordinator

Telephone Number: (850) 595-4940

E-mail: gcgriffi@myescambia.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

postal address e-mail address (Choose one)

Federal Employment Identification Number (FEID), if applicant is a business: 596000598

— **-OR-** (9-digit number)

Social Security Number, if applicant is an individual: - - - - - - - - -
(9-digit number)

B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Glenn Griffith, Brownfields Coordinator

Address: Escambia County, 221 Palafox, Old County Courthouse, Suite 305, 4th Floor
(Street or P.O. Box)

Pensacola Florida 32502
(City) (State) (Zip Code)

Telephone Number: (850) 595 - 3538

E-mail: gcgriffi@myescambia.com

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

postal address e-mail address *(Choose one)*

If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.

SECTION II. – SITE INFORMATION

A. SITE IDENTIFICATION

Brownfield Site /Drycleaning Facility Name: Former Escambia County Mosquito Control Facility

Address: 603 W. Romana

(Street or P.O. Box)

Pensacola
(City)

Florida
(State)

32502
(Zip Code)

Brownfield Site Identification Number: BF 1 7 0 5 0 2 0 0 1
(9-digit number)

Is there more than one contaminated site, as defined by Department rule, covered by the above Brownfield Site Rehabilitation Agreement (BSRA)? No (Yes/No)

-----OR-----

DEP Drycleaning Facility Identification Number: _____
(9-digit number)

If this application is for a Drycleaning Solvent Cleanup Program (DSCP) site and the Real Property Owner is not the applicant, please provide Real Property Owner information.

Name: _____

Address: _____

(Street or P.O. Box)

(City)

(State)

(Zip Code)

Telephone Number: (____) _____ - _____ E-mail: _____

B. TYPE OF SITE

- (1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S. The applicant must complete **Section II.C.** on page 3;
- (2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(11), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists. The applicant must complete **Section II.D.** on page 3; or
- (3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

SECTION III. – DOCUMENTATION

For more detail, see paragraphs 62-788.300(3)(f) and .330(3)(d), F.A.C.

This application package must include copies of documentation sufficient to demonstrate that the tax credit applicant, which must be the signatory to a Voluntary Cleanup Agreement or BSRA, incurred and paid the costs that were either integral to site rehabilitation or that were for solid waste removal (applies to BSRAs only). Costs for **site rehabilitation** must have been incurred between January 1 and December 31 of the year for which the application is being submitted and paid prior to submittal of the tax credit application; costs for **solid waste removal** must have been incurred and paid since July 1, 2006.

The documentation must clearly describe the goods or services and associated costs that are being claimed in the application. Copies of documents for goods or services that are being claimed must be sufficient to demonstrate a link between the contractual records, the payment requests associated with the contractual records, and the payment records for the claimed portions of the payment requests, as required by each of the following three paragraphs:

1. Contractual records that describe the scope of work performed during the applicable time period that was either integral to site rehabilitation or for solid waste removal. Examples include: contracts, documentation of contract negotiations, proposals, work orders, task orders, and change orders; and
2. Payment requests that describe the goods or services provided in support of the above scope of work. Examples include: invoices, sales tickets, and account statements. **Payment request documents that include costs for goods or services that are not being claimed in the VCTC application must clearly identify which costs are being claimed;** and
3. Payment records that describe the actual costs incurred and paid for the goods or services above. Examples include: cancelled checks, or other payment records from purchases, sales, leases, or other transactions.

The Certified Public Accountant (CPA) and Technical Professional Certifications are not required if the applicant is claiming only an Affordable Housing, Health Care, and/or SRCO VCTC, because the tax credit applicant will have previously provided this documentation in the annual site rehabilitation application(s).

SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

A. TYPE OF TAX CREDIT CLAIMED *(Check all that apply and complete additional sections as directed)*

- (a) Site Rehabilitation; requires completion of Section IV.B.
- (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.
- (c) Affordable Housing bonus; requires completion of Section IV.D.
- (d) Health Care bonus; requires completion of Section IV.E.
- (e) Solid Waste Removal; requires completion of Section IV.F.

B. SITE REHABILITATION

See Rule 62-788.300, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

1. Total site rehabilitation costs incurred and paid by the applicant for this calendar year \$ 400,248.66
2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ 200,124.33
3. Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year

	Joint applicant name _____ NONE _____
	_____ 0 _____ % contributed
	\$ _____ 0 _____ Amount contributed

C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.300, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

1. Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006 \$ _____
2. 10% of the amount on line 1. or \$50,000 - whichever is less \$ _____ SRCO bonus claimed before July 1, 2006
3. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006 \$ _____
4. 25% of the amount on line 3. or \$500,000 - whichever is less \$ _____ SRCO bonus claimed on or after July 1, 2006
5. Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant

	Joint applicant name _____
	_____ % contributed
	\$ _____ Amount contributed

➤ *If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

➤ *The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.*

D. AFFORDABLE HOUSING BONUS

See Rule 62-788.310, F.A.C.

If use of the brownfield site identified in the BSRA is limited to affordable housing, complete this section to claim a tax credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **July 1, 2006**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006

\$ _____

2. 25% of the amount on line 1. or \$500,000 - whichever is less

\$ _____ **Affordable Housing bonus claimed**

3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant

Joint applicant name _____

_____ % contributed

\$ _____ Amount contributed

In accordance with Rule 62-788.310(2), F.A.C., please provide a certification letter from the party to the use agreement that is identified below.

(a) Florida Housing Finance Corporation

(b) Local housing authority _____ (Name of Agency)

(c) Other government agency _____ (Name of Agency)

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

E. HEALTH CARE FACILITY OR HEALTH CARE PROVIDER BONUS

See Rule 62-788.320, F.A.C.

If use of the brownfield site identified in the BSRA includes a health care facility or a health care provider, pursuant to Sections 408.032, 408.07, or 408.7056, F.S., complete this section to claim a credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **January 1, 2008**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after January 1, 2008

\$ _____

2. 25% of the amount on line 1. or \$500,000 - whichever is less

\$ _____ **Health Care Facility/Provider bonus claimed**

3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant

Joint applicant name _____

_____ % contributed

\$ _____ Amount contributed

Please check the category of health care facility or health care provider and specify the type of facility/provider in the space provided.

- (a) Health Care Facility pursuant to Section 408.032, F.S., _____
- (b) Health Care Facility/Provider pursuant to Section 408.07, F.S., _____
- (c) Health Care Provider pursuant to Section 408.7056, F.S., _____

Health Care Facility/Provider claimed in this application:

Doing Business As: _____

Address: _____

City: _____ County: _____

Telephone Number: (____) _____ - _____

In accordance with Rule 62-788.320(2), F.A.C., please provide a copy of one of the required supporting documents listed below.

- (a) Certificate of Occupancy
- (b) License for the operation of the Health Care Facility or Health Care Provider
- (c) Certificate for the operation of the Health Care Facility or Health Care Provider

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

F. SOLID WASTE REMOVAL TAX CREDIT

See Rule 62-788.330, F.A.C.

Complete this section to claim a credit in the amount of 50% of the costs incurred and paid by the applicant on or after **July 1, 2006** for solid waste removal from within the boundary of the eligible brownfield site identified in the BSRA.

- 1. Total costs for solid waste removal incurred and paid by the applicant on or after July 1, 2006 \$ _____
- 2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ _____ **Solid Waste Removal tax credit claimed**
- 3. Joint applicant - The percentage and corresponding amount of the solid waste removal costs on line 1. contributed by the applicant
 - Joint applicant name _____
 - _____ % contributed
 - \$ _____ Amount contributed

In accordance with 62-788.330(2), F.A.C., I have consulted with the following local government and DEP officials. With this application, I certify that, to the best of my knowledge, the brownfield site as identified in the BSRA was never operated as a permitted solid waste disposal area or for monetary compensation.

Name of local government official consulted: _____

Title: _____ Telephone Number: (____) _____ - _____

Name of DEP representative consulted: _____

Title: _____ Telephone Number: (____) _____ - _____

> If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of solid waste removal costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

SECTION V. – TECHNICAL PROFESSIONAL CERTIFICATION

For more detail see paragraphs 62-788.300(3)(g) and .330(3)(e), F.A.C.

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 4 of this tax credit application; and that the costs incurred and paid by the applicant and claimed in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

01-01-2016 through 12-31-2016
Site Rehabilitation Period Covered by Application Solid Waste Removal Period Covered by Application

(SEAL)

Laura B. Barnhart
Signature of Registered Technical Professional
Laura Barnhart
Print Name



12-29-16
Date
Professional Geologist
Print Title (c.g., Professional Engineer, Professional Geologist)

Technical Professional Information:

Name: Laura Barnhart
Address: 200 E. Government Street, Suite 100
(Street or P.O. Box)
Pensacola, FL 32502
(City) (State) (Zip Code)
Telephone Number: (850) 434 - 1011
State of Florida License Number: 2643 (FG)
Expiration Date: 07-31-2018

SECTION VI. – CERTIFIED PUBLIC ACCOUNTANT CERTIFICATION

For more detail, see paragraphs 62-788.300(3)(h) and .330(3)(f), F.A.C., and subsections 62-788.300(4) and .330 (4), F.A.C.

The following certification shall serve as proof that the documentation submitted in accordance with Section III of this application has been reviewed by the undersigned independent CPA in accordance with standards established by the American Institute of Certified Public Accountants. Specifically, the undersigned CPA is attesting to the accuracy and validity of the costs incurred and paid by the applicant after having conducted an independent review of the data presented by the applicant; that the costs included in the application form are not duplicated within the application; and that the application contains only those costs that were incurred during the timeframe represented in the tax credit application and paid prior to submittal of the tax credit application. In addition, a copy of the Independent CPA's report must be completed whenever an annual site rehabilitation or solid waste removal application is submitted. The CPA is not responsible for attesting to whether the costs claimed are for site rehabilitation or solid waste removal.

Under penalties of perjury, I declare that I have read *A Guideline for Agreed-Upon Procedures for Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program*¹, Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that I understand the accounting requirements associated with these documents. In addition, I attest that I have read the foregoing Voluntary Cleanup Tax Credit application and that the facts stated in it are true to the best of my knowledge and belief.

For Site Rehabilitation applications:

For Solid Waste Removal applications:

\$400,248.66

Total Site Rehabilitation Amount Claimed in Application

Total Solid Waste Removal Amount Claimed in Application

\$400,248.66

Total Site Rehabilitation Amount Approved by CPA

Total Solid Waste Removal Amount Approved by CPA

1/1/2016-12/31/2016

Time Period Covered by Site Rehabilitation Application

Time Period Covered by Solid Waste Removal Application


Signature of CPA

1/5/2017
Date

CPA Information:

Name: Jack Rowell, CPA (Warren Averett, LLC)

Address: 316 S Baylen Street, Suite 300
(Street or P.O. Box)

Pensacola, Florida 32502
(City) (State) (Zip Code)

Telephone Number: (850) 435 - 7400

License Number: AC0010719

Expiration Date: 12/31/18

Original Issue Date: 4/2/82

IDEP has developed guidance to assist CPAs in the review of VCTC applications. This guidance is entitled A Guideline for Agreed-Upon Procedures Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program, October 2010, and may be obtained by calling the VCTC program manager at (850) 245-8927.

SECTION VII. – APPLICANT CERTIFICATION AFFIDAVIT

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

- Time Period Covered by the Application**
- (Check all that apply)*
- Section II.C.** Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation
- Section II.D.** Real Property Owner Affidavit
- Section IV.B.** Site Rehabilitation Tax Credit 1/1/2016 – 12/31/2016
- Section IV.C.** Site Rehabilitation Completion Order Bonus
- Section IV.D.** Affordable Housing Bonus
- Section IV.E.** Health Care Facility or Health Care Provider Bonus
- Section IV.F.** Solid Waste Removal Tax Credit

Signature of Applicant

Date

D.B. Underhill

Print Name

Chairman

Print Title

Attest: Pam Childers

Clerk of the Circuit Court

Escambia County Board of County Commissioners

Print Company Name (if applicable)

By _____

Deputy Clerk

Notary Seal for Applicant's Certification Affidavit

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____
Applicant's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION VIII. – NON-REFUNDABLE APPLICATION REVIEW FEE

For more detail see paragraphs 62-788.300(3)(e), 310(3)(c), 320(3)(c) or 330(3)(c) F.A.C.

Please include a **cashier's check or money order** made payable to the Water Quality Assurance Trust Fund in the amount of \$250 to cover the administrative costs associated with the Department's review of the tax credit application. The \$250 application review fee is non-refundable. Failure to submit the non-refundable application review fee as required by s. 376.30781(6)(a), F.S., shall result in the application being deemed "incomplete", in accordance with Rule 62-788.400, F.A.C.

Send Completed Applications to:

Department of Environmental Protection
Division of Waste Management
Voluntary Cleanup Tax Credit
2600 Blair Stone Road, Mail Station 4505
Tallahassee, Florida 32399-2400

- OR -

Hand Deliver to:

Department of Environmental Protection
Division of Waste Management
Bureau of Waste Cleanup
2600 Blair Stone Road
Room 309
Tallahassee, Florida
Attn.: Voluntary Cleanup Tax Credit

KEEP A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS.

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN RE: Escambia County, Florida, Board of County Commissioners
Mosquito Control Facility
603 W. Romana St., Pensacola, Florida, 32502
603 West Romana Street Brownfield Area
Brownfield Area Identification Number: "BF170502000" *
Brownfield Site Identification Number: "BF170502001"

RECEIVED
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OFFICE

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),
Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, the Department of Environmental Protection ("Department") is the administrative agency of the State of Florida having the power and duty to protect Florida's environment and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-785, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and

WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

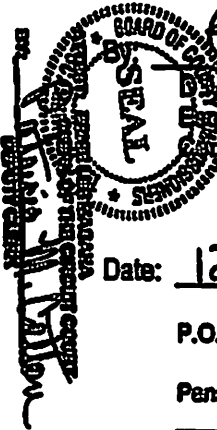
This BSRA is entered into between the Department and Escambia County Florida, Board of County Commissioners, hereinafter the Person Responsible For Brownfield Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:

Escambia County, Florida, Board of County Commissioners
Mosquito Control Facility
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF BF170502001

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: W. Richard Fancher, Director of District Management, Florida Department of Environmental Protection, and Escambia County, Board of County Commissioners, the Person Responsible for Brownfield Site Rehabilitation, signing by and through, D.M. "Mike" Whitehead, Chairman, duly authorized to execute same.

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



D.M. "Mike" Whitehead, Chairman
Escambia County Board of County
Commissioners

By: [Signature]
W. Richard Fancher
Director of District Management
District

Date: 12-6-2007
P.O. Box 1591
Pensacola, Florida 32591-1591
850-585-4950

Date: _____
Approved as to form and legality:
[Signature]
Holly Taylor Cautley, FBEP Attorney

This document approved as to form
and legal sufficiency.

FILING AND ACKNOWLEDGMENT FILED, on this date,
pursuant to §120.52 Florida Statutes, with the designated
Department Clerk, receipt of which is hereby acknowledged.

By: [Signature]
Title: Dist. County Attorney
Date: Nov. 16, 2007

[Signature]
Clerk (or Deputy Clerk)

BCC APPROVED 12-6-2007

Date: 12/26/07

- cc: Holly Taylor Cautley, Brownfield Program Attorney
- Kim Walker, FDEP Brownfields Liaison
- Alex Webster, P.G Brownfields District Coordinator, FDEP

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RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

*** 58. Recommendation: That the Board take the following action concerning the Brownfield Site Rehabilitation Agreement (BSRA) between Escambia County, Florida, Board of County Commissioners, and the Florida Department of Environmental Protection (FDEP), for the former Escambia County Mosquito Control Facility located at 603 West Romana Street:**

A. Approve the BSRA between Escambia County, Florida, Board of County Commissioners, and the FDEP for environmental remediation of the former Escambia County Mosquito Control Facility located at 603 West Romana Street; and

B. Authorize the Chairman to sign the Agreement and all other necessary documents.

Approved 5-0

59. Recommendation: That the Board ratify the following action of the Escambia County Community Redevelopment Agency (CRA) concerning Residential Rehab Grant Funding and Lien Agreements at 224 Payne Road:

A. Approving Residential Rehab Grant Program Funding Agreement between Escambia County CRA and Auburn T. Ward and Dorothy Ward, owners of residential property located at 224 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$4,327, representing an in-kind match through Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Install new central heating and air conditioning system and electrical rewiring

B. Approving Residential Rehab Grant Program Lien Agreement for the residential property located at 224 Payne Road, in the amount of \$4,327; and


C. Authorizing the Chairman to sign the Funding and Lien Agreements between Escambia County CRA and Auburn T. Ward and Dorothy Ward, and any other related documents necessary to implement this Grant award.

Approved 5-0

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

-  7. **Recommendation:** That the Board amend its action of December 6, 2007, regarding the Brownfield Site Rehabilitation Agreement between Escambia County, Florida, Board of County Commissioners, and the Florida Department of Environmental Protection for the former Escambia County Mosquito Control Facility located at 603 West Romana Street, as follows:
- A. Approve the revisions to the Brownfield Site Rehabilitation Agreement approved at the December 6, 2007, Board Meeting; and
 - B. Authorize the Chairman to initial the changes indicated on the Agreement.

Approved 5-0

8. **Recommendation:** That the Board ratify the Chairman's signature on the Escambia County Board of County Commissioners, Application for Voluntary Cleanup Tax Credits through the Florida Department of Environmental Protection, for the environmental assessment of hazardous materials at the former Escambia County Mosquito Control Facility located at 603 West Romana Street.

Approved 5-0



Florida Department of Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

August 15, 2016

Sent via e-mail to:

GCGRIFFI@co.escambia.fl.us

Mr. Glenn Griffith Brownfields Coordinator
Escambia County Community Redevelopment Agency
221 Palafox Street, Suite 305
Pensacola, Florida 32502

Subject: Remedial Action Plan Modification Plan
Dewatering Treatment System at Corinne Jones Park
Former Escambia County Mosquito
Control 603 West Romana Street
Pensacola, Escambia County, Florida
FDEP ID Nos.: BF170502001, COM_3573
Discharge Date: September 15, 2006 (non-program)

Dear Mr. Griffith:

The Northwest District has reviewed the Remedial Action Plan (RAP) Modification received August 1, 2016 for the Escambia County Mosquito Control facility. The RAP Modification was prepared and submitted by Cameron-Cole, LLC (Cameron- Cole) to propose treatment of the identified off-site organochlorine pesticide groundwater plume to be recovered during dewatering activities by the City of Pensacola while constructing a stormwater pond. We find all the documents submitted to date to be adequate to meet the RAP Mod requirements for the proposed activity pursuant to Rule 62-780.700, Florida Administrative Code (F.A.C.). Inclusive of the supplemental information dated August 10, 11 and 15, 2016, this RAP Modification, in conjunction with the original RAP approved by the Florida Department of Environmental Protection on May 23, 2011, and the RAP Modification approved by the Department on June 24, 2013, provide a reasonable strategy toward accomplishing the cleanup objectives of Chapter 62-780, Florida Administrative Code (F.A.C.). Pursuant to paragraph 62-780.700(7)(a), F.A.C., the Department approves the submitted documents as described in this Approval Order (Order).

If it appears during RAP Mod implementation that the remedial strategy is not effective, a request for modification of this Order, pursuant to subsection 62-780.700(14), F.A.C., may be submitted to the Department or the Department may require the preparation and submittal of a RAP Modification to enhance the active remediation. Depending on the nature of the system modification, the Department may revoke this Order.

The proposed remedial strategy in this Order must be initiated within 120 days, as required by Subsection 62-780.700(11), F.A.C. The Department shall be notified at least two weeks prior to commencement of remedial activities. The treatment system shall be monitored as provided in Table 2 of the August 1, 2016 submittal and as enclosed. As proposed, you are also required to submit to the Department the details of the implementation of this Order in the Quarterly Operation and Maintenance (O&M) Report submittals for the subject facility. The details of the Order implementation are to include, but not be limited to, cumulative volumes of groundwater recovered, estimates of contaminant mass removed, all treatment system monitoring and analytical data collected and an evaluation of the effectiveness of the remedial activity. An engineering completion report of the Order implementation shall be provided in the Quarterly O&M Report submittal after system shutdown. Reporting, other than specified in this Order, should meet time frames pursuant to Table A of Chapter 62-780, F.A.C.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, Florida Statutes (F.S.), within 21 days of receipt of this Order. The procedures for petitioning for an administrative hearing are set forth below.

Persons affected by this Order have the following options:

- (A) If you choose to accept the Department's decision regarding the RAP Modification you do not have to do anything. This Order is final and effective as of the date on the top of the first page of this Order.
- (B) If you choose to challenge the decision, you may do the following:
 - (1) File a request for an extension of time to file a petition for an administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order; such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for an administrative hearing; or
 - (2) File a petition for an administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for an Administrative Hearing

For good cause shown, pursuant to subsection 62-110.106 (4), F.A.C., the Department may grant a request for an extension of time to file a petition for an administrative hearing. Such a request must be filed (received) by the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Escambia County Community Redevelopment Agency, shall mail a copy of the petition to Escambia County Community Redevelopment Agency, at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for an administrative hearing must be made.

How to File a Petition for an Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Escambia County Community Redevelopment Agency, shall mail a copy of the petition to Escambia County Community Redevelopment Agency, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S. and rule 28-106.201, F.A.C., a petition for an administrative hearing shall contain the following information:

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; and the name and address of the site;
- (b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
- (c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- (d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
- (e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;

Mr. Glenn Griffith

Page 4

August 15, 2016

- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for an administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this Order is filed with the Department's clerk.

Questions

Any questions regarding the Department's review of your RAP Modification should be directed to Sally Cooley, P.G. at sally.cooley@dep.state.fl.us or at (850)595-0558. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for an administrative hearing or a request for an extension of time to file a petition for an administrative hearing. The FDEP Facility Numbers for this facility are BF170502001, COM_3573. Please use these identifications on all future correspondence with the Department.

Sincerely,



Andrew Joslyn
Permitting Program Administrator

Enclosure: Proposed Dewatering Treatment System Sampling Schedule

Mr. Glenn Griffith
Page 5
August 15, 2016

cc: Lea Crandall, FDEP OGC, lea.crandall@dep.state.fl.us
John Bondurant, Cameron-Cole, jbondurant@cameron-cole.com
Laura Barnhart, Cameron-Cole, lbarnhart@cameron-cole.com
David Cochran, P.E., Cameron-Cole, dcochran@cameron-cole.com
Brad Hinote, P.E., City of Pensacola, bradhinote@cityofpensacola.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to
§120.52 Florida Statutes, with the
designated Department Clerk, receipt
of which is hereby acknowledged.

Martha Zapett

August 15, 2016

Clerk

Date



**Table 2: Proposed Dewatering Treatment System Sampling Schedule
Government Street Stormwater Pond at Corinne Jones Park
Pensacola, Florida**

Work Activities	Day 1	Day 2	Day 3	Week 1	Week 2	Week 3	Month 1	Month 2	Month 3
Combined Influent	a, b	a, b	a, b	a, b	a, b	a, c	a, c	a, c	a, c
Final Effluent	b	b	b	b	b	c	c	c	c

NOTES:

- a Field Parameters (pH, temperature, turbidity)
- b EPA 8081A with 24 hr turnaround
- c EPA 8081A normal turnaround

**Remedial Action Plan Modification
Former Escambia County Mosquito Control
603 West Romana Street
Pensacola, Florida
Brownfield Site ID No. 170502001**

Prepared for:

**Ms. Sally Coeey, P.G.
Brownfields Coordinator
Florida Department of Environmental Protection
160 West Government Street, Suite 304
Pensacola, Florida 32502**

Date: 07.31.16



Cameron-Cole

creating sustainable success

Cameron-Cole, LLC

200 E. Government Street, Suite 100
Pensacola, FL 32502
P. 850.434.1011
F. 850.434.2168

www.cameron-cole.com

REMEDIAL ACTION PLAN MODIFICATION
FORMER ESCAMBIA COUNTY MOSQUITO CONTROL
603 WEST ROMANA STREET
PENSACOLA, FLORIDA
BROWNFIELD SITE ID NO. 170502001

Ms. Sally Cooley, P.G.
Brownfields Coordinator
Florida Department of Environmental Protection
160 West Government Street, Suite 308
Pensacola, Florida 32502

July 31, 2016

David L. Cochran P.E. LICENSE
No. 50439
Date: 7/31/2016
Florida Registered Professional Engineer No. 50439
Cameron-Cole, S.C. STATE OF
200 E. Government Street, Suite 300
Pensacola, FL 32502 FLORIDA
Certificate of Authorization No. 8964 PROFESSIONAL ENGINEER

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VENDOR EQUIPMENT SPECS	D

I.0 INTRODUCTION

The following Remedial Action Plan Modification (RAPM) presents the proposed design elements for a dewatering treatment system that is required to allow short-term surface water discharge of groundwater that will be recovered during construction of a stormwater pond by the City of Pensacola (the City). The Government Street Stormwater Pond at Corinne Jones Park will encompass approximately 4 acres and will be bounded by Government Street to the south and Intendencia Street to the north. Portions of the future pond will intercept the downgradient limits of a dissolved phase groundwater plume associated with the former Escambia County Mosquito Control site located at 603 West Romana Street. The locations of the former Escambia County Mosquito Control site and Corinne Jones Park are shown on Figure I. The former Escambia County Mosquito Control facility is a designated Brownfield site that is currently undergoing active remediation in accordance with Chapter 62-780, Florida Administrative Code (F.A.C.). Assessment of the site began in 2006 and a Remedial Action Plan developed for the property was approved by the Florida Department of Environmental Protection (FDEP) in 2011. The property is currently vacant and remedial actions, including removal of pesticide and petroleum storage tanks and excavation and off-site disposal of 664 tons of contaminated soil, were also completed in 2011. Remaining on-site contamination is being remediated using in situ bioreactors (ISBRs) inoculated with bacteria that metabolize the contaminants at the site, which include petroleum products and various organochlorine pesticides. A line of 12 biosparging wells (BS) have been installed along the downgradient property boundaries to create a zone of elevated dissolved oxygen (DO) in the groundwater that is intended to mitigate continued off-site migration of the dissolved phase plume. Constituents of concern currently being monitored in the off-site plume consist of four isomers of hexachlorocyclohexane (HCH).

Figure 2 details the location of the new stormwater pond which includes two basins. Dewatering and excavation of the east basin, which did not intersect the off-site plume, was completed by the City in June 2016. However, construction activities for the larger, west basin were curtailed due to the presence of HCH in the untreated groundwater recovered by the dewatering system in this area that exceeded allowable discharge criteria. This RAPM presents the design elements for a dewatering treatment system that will reduce contaminant concentrations in the recovered groundwater to levels that will meet the marine surface water discharge criteria specified in Chapter 62-777, F.A.C

2.0 DEWATERING TREATMENT SYSTEM DESIGN

2.1 Overview

The City of Pensacola awarded the contract for construction of the Government Street Stormwater Pond at Corinne Jones Park in February 2016. The scope of services for the construction project included installation and operation of a dewatering system as necessary to complete the work. However, means and methods for the required dewatering were left to the discretion of the contractor that was awarded the work. In addition, treatment of recovered groundwater was not included in the scope of services, as it was anticipated recovery of uncontaminated groundwater from areas located outside the dissolved plume associated with the former Escambia County Mosquito Control facility would provide sufficient dilution to meet the applicable discharge requirements. The contractor selected by the City for this project elected to utilize horizontal groundwater extraction wells that were installed at depth beneath the lower elevations of the pond. Dewatering and excavation of the east pond basin was successfully completed using these horizontal wells without the need for treatment. However, portions of the larger, west pond basin are located within the previously defined areas of impact associated with former Escambia County Mosquito Control facility.

2.2 Initial Dewatering and Testing Results

Prior to issuance of a generic dewatering permit for the construction of the stormwater park, the FDEP required testing to confirm groundwater recovered by dewatering of the west basin would meet applicable discharge criteria without treatment. The City's contractor installed a series of six horizontal groundwater drain tiles beneath the west pond basin. These drain tiles were reportedly installed to a depth of approximately 18 ft below existing grade and were connected to a common manifold located on the east side of the basin. Figure 3 depicts the approximate locations and configuration of the drain tiles based on information provided by the City's contractor. The contractor utilized a diesel operated aboveground pump to extract groundwater from the dewatering array. The City's contractor estimated the maximum groundwater extraction rate during this initial testing period was approximately 650 gallons per minute (gpm). Due to the volume of groundwater to be extracted, the City's contractor obtained a permit to temporarily discharge untreated groundwater recovered from the west basin to a local publicly owned treatment works (POTW) via the sanitary sewer.

In April 2016, the dewatering system for the west basin was activated and Cameron-Cole personnel collected a total of six samples of the combined influent that were submitted for laboratory analysis of organochlorine pesticides. The samples were collected over a 10-day period and were analyzed with expedited turnaround to determine if dilution effects would be sufficient to meet criteria for untreated discharge under a generic permit. The sampling data is summarized on Table I and copies of the laboratory analytical reports and associated chain-of-custody records are provided in Appendix A.

Although both the HCH concentrations and turbidity of the groundwater recovered by the dewatering system steadily decreased, the concentrations remained above the applicable marine surface water discharge criteria. Based on this information and the cost associated with completing the entire project with discharge to a POTW, a decision was made to temporarily suspend the work pending design of a treatment system that would allow discharge of recovered groundwater to a storm sewer, as was conducted during excavation of the east basin for the project.

2.3 Conceptual Model and Bench Test Results

The concentrations of individual isomers in the samples of recovered groundwater exhibited very little variation in the initial six samples that were collected in April. Three isomers exhibited concentrations above the allowable marine surface water discharge limits: alpha-HCH, beta-HCH, and gamma-HCH (Lindane). Granular Activated Carbon (GAC) will readily adsorb all HCH isomers. The isotherm for HCH as Lindane is presented in Appendix B. Using the average influent concentration of 2.4 ug/L total HCH, one gram of carbon can adsorb 0.25 grams of HCH at equilibrium. As shown on Table I, the alpha-HCH isomer has the lowest established marine surface water standard at 0.005 ug/L. At this very low concentration, some portion of the alpha-HCH isomer could be bound to particulates suspended in the recovered groundwater. Since adsorption of organic molecules in aqueous media by granular activated carbon is only effective when the constituents of concern are in dissolved phase, any HCH in the recovered groundwater that is bound to particulates could potentially pass through the carbon filters. Therefore, use of both granular activated carbon filtration and high efficiency sub-micron mechanical filtration is proposed.

To evaluate carbon adsorption efficiency and the potential for sub-micron sized particulates to pass through the primary GAC filters, a bench test was conducted by the carbon vendor using a sample of groundwater collected from the existing dewatering system array. The bench test utilized two scaled carbon filtration systems, one with, and one without, a high-efficiency, 0.45-micron, particulate filtration canister. A sample of the untreated groundwater was collected and equal volumes were pumped through the two scaled, filtration systems. Once flows had stabilized, an effluent sample was collected from each system and was submitted for laboratory analysis of organochlorine pesticides. The analytical results indicated that carbon alone was sufficient in removing the contaminants from the groundwater without the need for the final, sub-micron particulate filter. However, the concentrations HCH reported in the untreated bench test sample were significantly less than the previous six samples collected from the dewatering array. In addition, the turbidity of the untreated bench test sample was significantly less than the previous sample results (< 1.0 nephelometric turbidity unit (NTU)). Although both the turbidity and contaminant concentrations in samples collected from the dewatering array were observed to be generally decreasing with each consecutive sampling event, the decrease observed in the last bench test sample was substantial. This could be attributable to increased particulate filtering efficiency as more water is moved through the dewatering drain tiles. However, as excavation of the west pond basin begins, the potential for disturbance and short-term increases in make-up water

turbidity exist, therefore, deployment of the sub-micron particulate filters is still proposed. The bench test results are included in Appendix B.

2.4 Proposed Treatment System Design

As previously indicated, the installation and operation of the groundwater extraction system for this project, including the drain tiles and extraction pump(s) will be performed by the City's contractor. The maximum flow rate reported by the City's contractor during the preliminary dewatering tests conducted in April 2016 was 650 gpm. This was initially presented as the expected system dewatering flow rate for construction. Therefore, preliminary estimates of carbon loading were conducted based upon this flow rate. However, dewatering that was conducted for the east basin was reportedly completed at an estimated (unmetered) flow rate of 1,000 gpm. Based on this information, 1,000 gpm was used as the maximum flow rate in the design calculations.

2.4.1 Pre-Treatment System Components

Recovered groundwater will be routed through a settling tank equipped with flow control weirs that will function as an initial a pre-filter unit to remove the bulk of the larger particulates or sediments. Due to the use of drain tiles by the City's contractor, it is anticipated the turbidity of the recovered groundwater will remain relatively low, and removal of accumulated sediments or cleaning of the weir tank will not be required until conclusion of the dewatering project is completed. Recovered groundwater will then gravity flow out of the weir tank and into a holding/frac tank. The pre-filtered groundwater will then be pumped from the frac tank through a series of 10-micron bag filters prior to entering the carbon vessels. The bag filter array was selected for a maximum flow of 1,000 gpm.

2.4.2 Primary Carbon Treatment

Determination of carbon retention/adsorption characteristics are highly dependent upon the type and sources of carbon utilized, vessel configuration, temperature, and other manufacturer-specific factors. Several carbon vendors were contacted to evaluate retention/adsorption characteristics of their treatment systems using manufacturer specific models to simulate the flow of contaminant laden groundwater through their carbon treatment systems. All vendor responses received specified approximately the same contact time and hydraulic loading values utilizing virgin coconut GAC. Based on price, equipment availability, and response times, Carbonair was selected as the vendor for this project. The modeling results from Carbonair are presented in Appendix B.

To allow for a minimum flow of 650 gpm, four 3,000 -lb carbon vessels in parallel will be utilized. To provide an additional margin of safety, four additional vessels will be placed in series with the primary four. If available at the time of system order, four 6,000-lb carbon vessels may be used in lieu of eight 3,000-lb vessels. The larger vessels have the same characteristics (hydraulic loading, bed contact time,

etc.) as the 3,000-lb vessels but with a smaller total footprint. This will make for a more efficient use of setup space.

Using Carbonair's modeling results and the average influent concentration of 2.4 ug/L total HCH and a flow rate of 162.5 gpm, a 3,000-lb carbon vessel is not projected to exhibit breakthrough within 1,000 days. Increasing the flow rate to 1,000 gpm, increased the contaminant mass loading by 53%. At a maximum concentration of 2.81 ug/L total HCH and a flow of 1,000 gpm, the carbon is calculated to have 266 mg/kg of total HCH after 90 days of operation, which is the estimated maximum period of time the dewatering is to occur for the construction of the west basin. This assumes a steady loading rate and is far below the predicted 254,500 mg/Kg capacity of carbon for HCH. However, the additional carbon adsorption capacity will provide an added margin of safety in the event "slugs" of more highly impacted groundwater are recovered. The carbon loading calculations are presented in Appendix C.

2.4.3 Final Particulate Treatment

In order to meet the 0.005 ug/L marine surface water discharge criteria for the alpha-HCH isomer, following the primary carbon treatment, the recovered groundwater will be passed through a sequence of high efficiency 1.0-micron bag filters followed by a 0.5 micron, JRS cartridge filtration unit. The JRS unit utilizes seven cartridge filters, each 6 inches in diameter and 80 inches long, that are designed to remove particulates down to 0.5 microns with a >99.9% efficiency. Back-pressure in the filter assemblies will be monitored and the filters replaced as needed during the dewatering. Copies of the vendor-supplied, particulate filter specifications are included in Appendix D.

2.5 System Setup and Configuration

The system will be equipped with a flow totalizer and a high level alarm in the frac tank. Static pressure gauges will be installed before and after each bag filter assembly. Figure 4 is a process and instrumentation diagram for the proposed treatment system. The proposed system layout is shown on Figure 5. Figure 6 shows the system in its entirety with the influent entering the north end and the final, treated effluent exiting the south end. It is anticipated the equipment will be set up in a linear configuration within the right-of-way of south Coyle Street between Intendencia Street and Government Street. This area of roadway has been barricaded and closed from traffic by the City's contractor since commencement of the project in March. However, the exact location and configuration may be adjusted based on consultation with the City and the City's contractor. This location is also immediately adjacent to an underground storm drain that was used by the City's contractor as the discharge point for excavation of the east basin. It is therefore capable of receiving discharges of at least 1,000 gpm without backing-up or surface flooding. The stormwater entering this location is transported via an existing underground stormwater system to the south where it discharges to Pensacola Bay. Cameron-Cole understands the City's contractor has established, and is responsible for maintaining, Best

Management Practices associated with their dewatering activities at the construction site. Once all treatment system components have been placed and connected, the carbon filters will be slowly filled from the bottom up with potable water to de-gas the units and ensure maximum filtration efficiency. To facilitate system operation at the higher-end of the anticipated flow rates, the treatment system will be initially activated with the JRS canister filtration units installed, but without the cartridges inserted. Based on the results of the initial Influent and effluent samples, a determination will be made regarding the need to deploy the sub-micron filter cartridges.

3.0 PROPOSED MONITORING & REPORTING SCHEDULE

Influent and effluent samples will be collected from the treatment system in accordance with applicable section of Chapter 62-780.700, F.A.C. The proposed monitoring schedule is presented on the attached Table 2. Samples of the combined, untreated dewatering influent and final, treated effluent will be collected and submitted to a fixed-base laboratory for analysis of organochlorine pesticides using EPA Method 8081. Temperature, pH, and turbidity of the system influent will also be monitored. The system samples collected during the first two weeks of treatment system operation (Day 1, Day 2, Day 3, Week 1, Week 2) will be analyzed with the shortest, rush turnaround time offered by the selected laboratory (estimated to be 36-48 hr turnaround time). This will allow rapid adjustments to be made to the system, if needed, based on the analytical data received. Influent sample data and system flow rates will be used to monitor and track cumulative contaminant mass recovery.

Upon receipt of regulatory approval of the dewatering treatment system design proposed herein, a Notice of Intent and applicable review fee pursuant to Chapter 62-621, F.A.C. will be submitted to the FDEP. Implementation of the dewatering activities for the west basin will not proceed until all applicable regulatory approvals are received. The required notice of termination of dewatering discharge will also be submitted upon completion of the dewatering activities. Since the use of the dewatering treatment system is anticipated to be required for no more than 90 days, development and submittal of as-built drawings is not proposed. Details regarding the implementation of the approved RAPM, including cumulative volumes of groundwater recovered, estimates of contaminant mass removed, and all treatment system monitoring and analytical data collected will be included in the Quarterly Operation and Maintenance Reports submitted for the former Escambia County Mosquito Control Brownfield site.

FIGURES

LEGEND

- MW-12 MONITORING WELL LOCATION & NUMBER
- MW-24 ABANDONED MONITORING WELL LOCATION & NUMBER
- OVERHEAD UTILITIES
- FORMER TANK LOCATIONS
- APPROXIMATE EXTENT OF FORMER ESCAMBIA MOSQUITO CONTROL BOUNDARY
- APPROXIMATE EXTENT OF CORINNE JONES PARK BOUNDARY

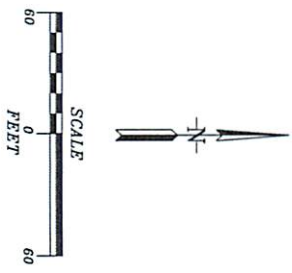


FIGURE 1
SITE MAP
FORMER ESCAMBIA COUNTY MOSQUITO CONTROL
PENSACOLA, FLORIDA

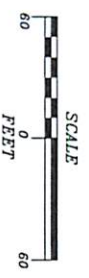
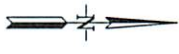
SCALE: 1" = 60'	DRG. NO.: 4214 CORINNE JONES PARK BAZC.dwg	PROJECT NO.: 40214
BY: DATE	DATE	
DESIGNED: 1/27/2018		
DRAWN: 1/27/2018		
CHECKED:		
APPROVED:		
REVISIONS:		

Cameron-Cole
 200 E GOVERNMENT STREET, SUITE 100
 PENSACOLA, FL 32502
 PHONE: 850-414-1111
 FAX: 850-414-1118
<http://www.cameron-cole.com>



LEGEND

- MONITORING WELL LOCATION & NUMBER
- ABANDONED MONITORING WELL LOCATION & NUMBER
- BIOSPARGING WELL
- OVERHEAD UTILITIES
- FORMER TANK LOCATIONS
- APPROXIMATE EXTENT OF FORMER ESCAMBIA MOSQUITO CONTROL BOUNDARY
- APPROXIMATE EXTENT OF CORNINE JONES PARK BOUNDARY
- APPROXIMATE EXTENT OF FUTURE REGIONAL STORMWATER POND
- alpha-HCH 0.006 ug/L CONTOUR (dashed where inferred)
- beta-HCH 0.02 ug/L CONTOUR (dashed where inferred)
- gamma-HCH 0.2 ug/L CONTOUR (dashed where inferred)
- delta-HCH 2.1 ug/L CONTOUR (dashed where inferred)



Contaminant plume data from the "Operation and Maintenance Quarterly Report: 3", Former Escambia County Mosquito Control presented to the Florida Department of Environmental Protection, February 10, 2016.

FIGURE 2









GOVERNMENT STREET STORMWATER POND
AT
CORINNE JONES PARK
FORMER ESCAMBIA COUNTY MOSQUITO CONTROL
PENSACOLA, FLORIDA

SCALE	1" = 60'	DWG. NO.	4214	PROJECT NO.	40214
DATE	7/24/2016	BY	DMC	DATE	
DESIGNED		BY		DATE	
CHECKED		BY		DATE	
APPROVED		BY		DATE	
DATE		BY		DATE	

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LEGEND

- MW-12  MONITORING WELL LOCATION & NUMBER
- MW-24  ABANDONED MONITORING WELL LOCATION & NUMBER
-  OVERHEAD UTILITIES
-  FORMER TANK LOCATIONS
-  APPROXIMATE EXTENT OF FORMER ESCAMBIA MOSQUITO CONTROL BOUNDARY
-  APPROXIMATE EXTENT OF CORINNE JONES PARK BOUNDARY
-  APPROXIMATE EXTENT OF FUTURE REGIONAL STORMWATER POND
-  APPROXIMATE LOCATION OF WEST BASIN DEWATERING DRAIN TILE

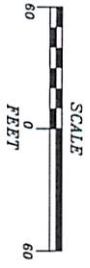
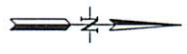

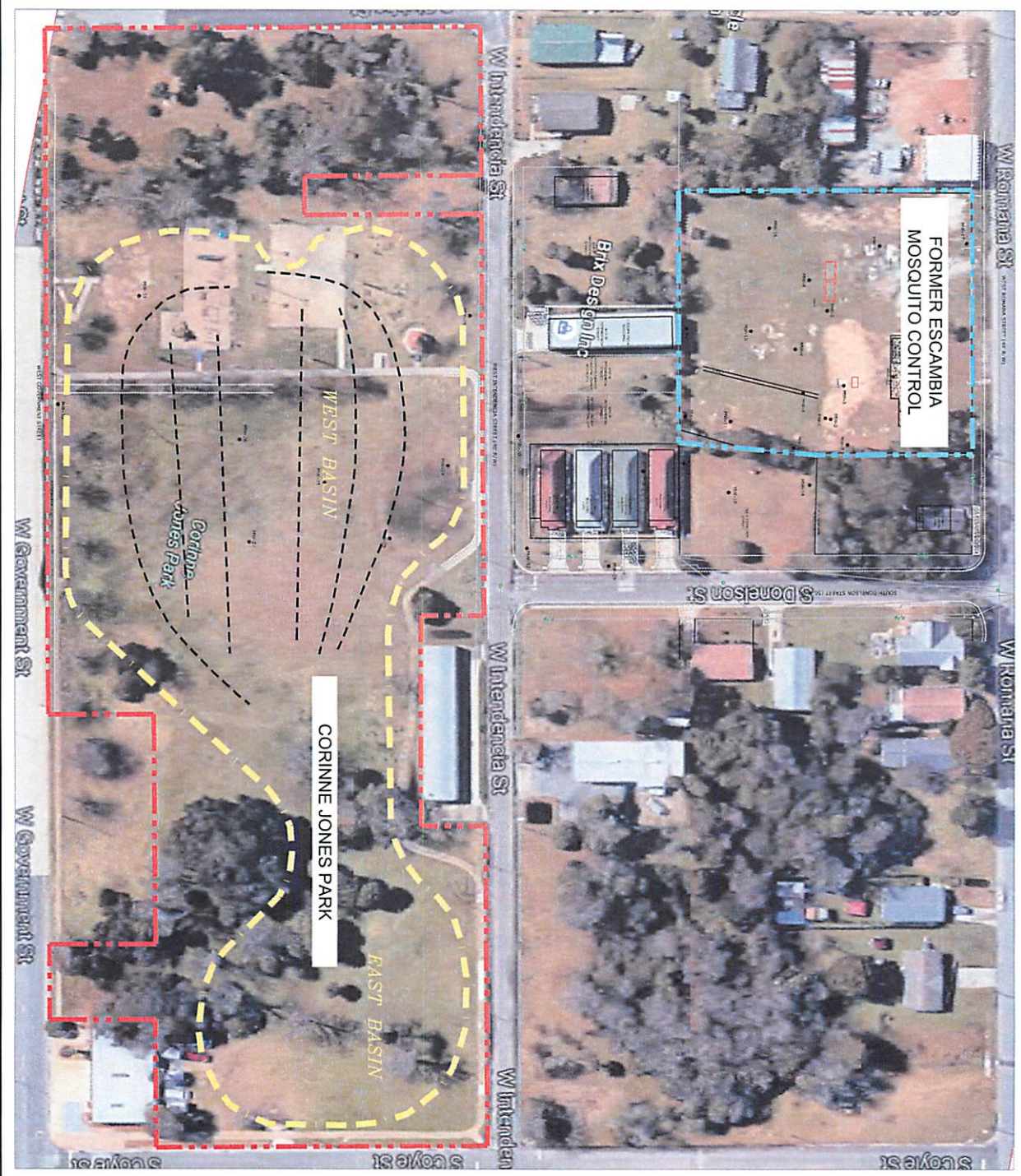


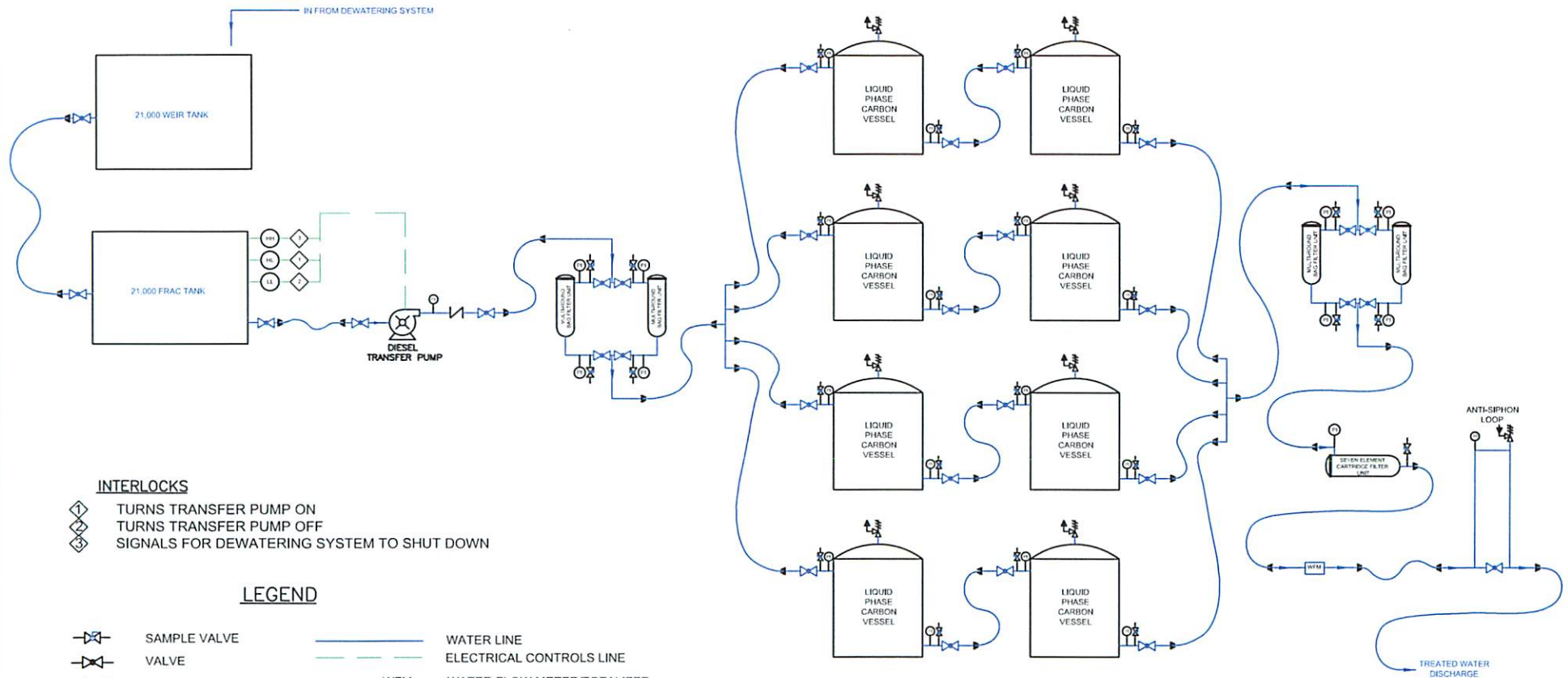
FIGURE 3
WEST BASIN DEWATERING DRAIN TILE LOCATIONS
FORMER ESCAMBIA COUNTY MOSQUITO CONTROL
PENSACOLA, FLORIDA

SCALE: 1" = 60'		DWG. NO.: 40214 CORINNE JONES DEWATERING DWG	PROJECT NO.: 40214
DRWN BY	DATE		
DESIGNED BY	DATE		
CHECKED BY	DATE		
APPROVED BY	DATE		



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INTERLOCKS

- TURNS TRANSFER PUMP ON
- TURNS TRANSFER PUMP OFF
- SIGNALS FOR DEWATERING SYSTEM TO SHUT DOWN

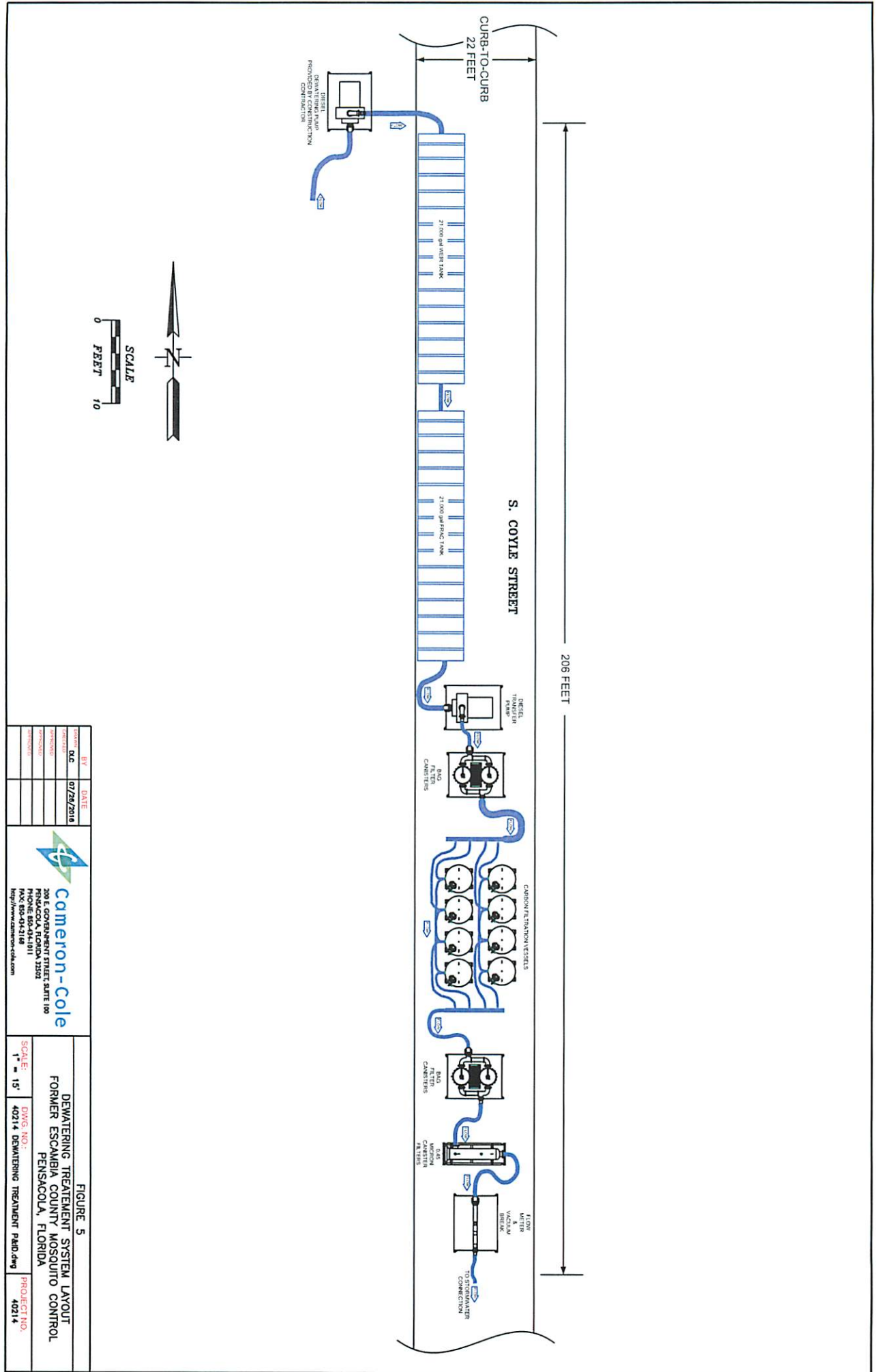
LEGEND

- | | | | |
|--|-----------------------|--|---------------------------------|
| | SAMPLE VALVE | | WATER LINE |
| | VALVE | | ELECTRICAL CONTROLS LINE |
| | CHECK VALVE | | WFM WATER FLOW METER/TOTALIZER |
| | PRESSURE RELIEF VALVE | | PI PRESSURE INDICATOR |
| | VACUUM RELIEF VALVE | | LL LOW LEVEL SWITCH |
| | FLEXIBLE CONNECTION | | HL HIGH LEVEL SWITCH |
| | | | HH HIGH HIGH ALARM LEVEL SWITCH |

TRACED	BY	DATE
TRACED	DLC	07/11/2018
APPROVED		
APPROVED		
APPROVED		

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 FAX: 850-434-2168
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FIGURE 4		
PROCESS AND INSTRUMENTATION DIAGRAM		
FORMER ESCAMBIA COUNTY MOSQUITO CONTROL		
PENSACOLA, FLORIDA		
SCALE: NTS	DWG. NO.: 40214 DEWATERING TREATMENT P&ID.dwg	PROJECT NO.: 40214

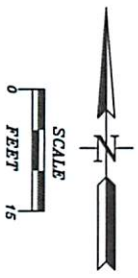
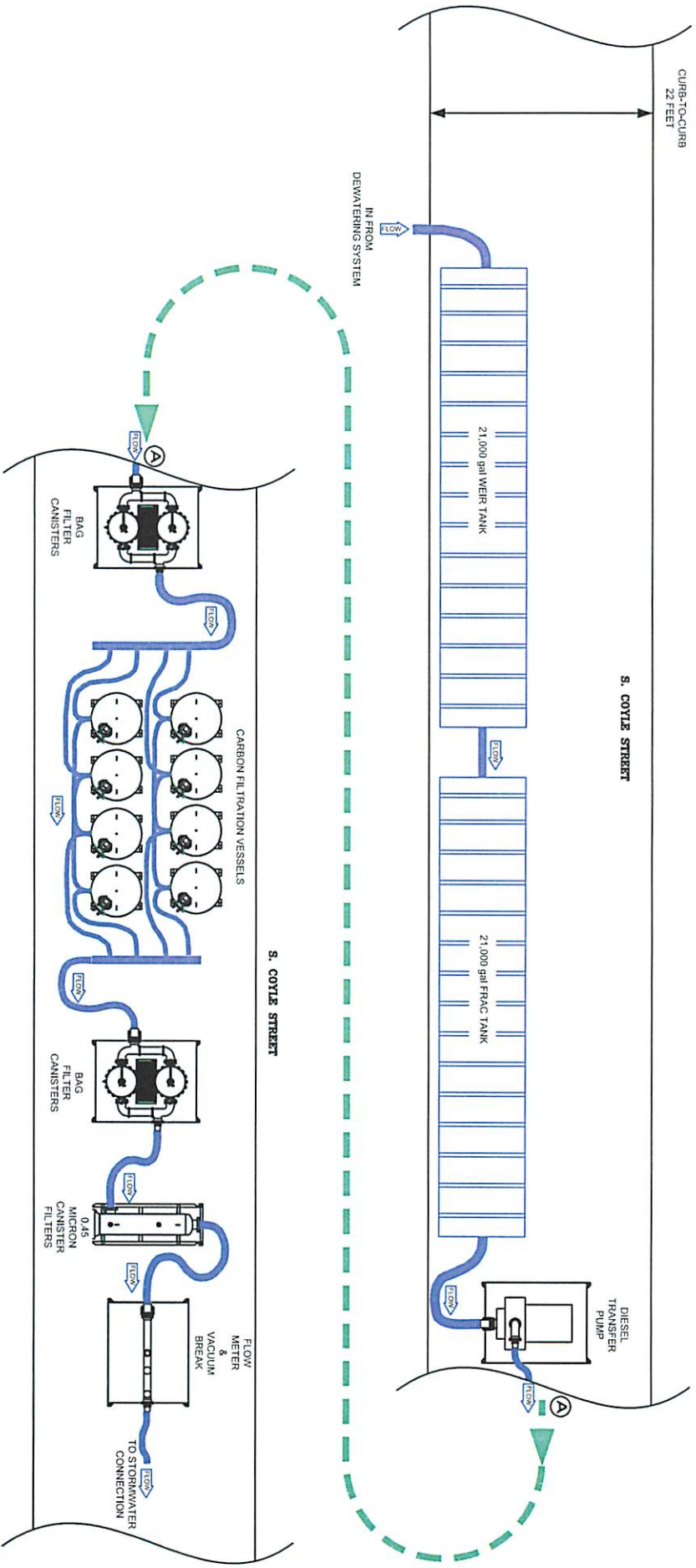


DATE	BY	REVISION
07/29/2018	MC	


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 PENSACOLA, FLORIDA 32501
 P.O. BOX 32-114
 http://www.cameron-cole.com

FIGURE 5
 DEWATERING TREATMENT SYSTEM LAYOUT
 FORMER ESCAMBIA COUNTY MOSQUITO CONTROL
 PENSACOLA, FLORIDA

SCALE: 1" = 15'
 DWG. NO.: 40214 DEWATERING TREATMENT PAID.dwg
 PROJECT NO.: 40214



REV	DATE	BY	CHKD
06	07/28/2018		

cameron-cole 200 E. GOVERNMENT TRILITE SUITE 100 PENSACOLA, FLORIDA 32502 P.O. BOX 4742148 http://www.cameron-cole.com	

FIGURE 6 DEWATERING TREATMENT SYSTEM LAYOUT DETAIL FORMER ESCAMBIA COUNTY MOSQUITO CONTROL PENSACOLA, FLORIDA	DWG. NO.: 40214 DEWATERING TREATMENT PRED.dwg	PROJECT NO.: 40214
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SCALE: 1" = 10'

TABLES

November 9, 2016

Barbara Alfano
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, SW
10th Floor
Atlanta, Georgia 30303-8960

Dear Ms. Alfano:

On behalf of Historic Brownsville Community Inc, please accept this letter of support for Escambia County's application for a 2017 EPA Brownfields Assessment Grant in the amount of \$400,000. These funds will be used to address hazardous substances and petroleum product impacted properties. We applaud Escambia County's effort to support the revitalization and redevelopment of our community.

Historic Brownsville Community was founded in August of 2015 and Incorporated in early 2016. We describe our endeavors as:

- Extending opportunities for communication and connectivity to residents, property owners, businesses/entrepreneurs, and other interested parties ("stakeholders"), through regularly scheduled meetings, to learn about the Association and about neighborhood and community affairs and local topics of immediate interest;
- Celebrating the history and diverse culture of Brownsville through activities that promote a greater sense of neighborhood pride and positive identity;
- Enhancing quality of life in Brownsville by partnering with governmental agencies and other public or private, profit or non-profit organizations, to develop programs and services that are based on and support inclusivity, tolerance, and safety;
- Promoting self-sufficiency and resiliency through partnerships with stakeholders that facilitate instructional opportunities for residents and business owners/entrepreneurs;
- Involving residents and stakeholders in the ongoing process of updating the Brownsville Redevelopment Plan in a way that results in healthy and sustainable physical, environmental, social, and economic development in the neighborhoods of Brownsville;
- Initiating economic development opportunities, customized to the distinctive attributes and creative possibilities unique to Brownsville, through partnerships and alliances with governmental agencies and other public or private, profit or non-profit organizations;
- Empowering residents and business owners/entrepreneurs to become involved in community affairs, developing an effective unified voice to address issues that impact the neighborhood, maintaining a forum for communication and networking between all members of the greater Brownsville community, establishing relationships with other neighborhood associations and coalitions; and
- Participating in the decision-making process for expenditure of government funds designated for use in the Brownsville area and researching and pursuing additional funding, and programs designated for the enrichment of the neighborhoods of Brownsville.

In support of the Escambia County's Brownfield Program, the Historic Brownsville Community will gladly provide assistance with public outreach, market the program through our meetings and membership email list, provide venues for public outreach meetings and continue to suggest potential redevelopment projects. Further, Historic Brownsville Community is willing to commit one or more members to serve on advisory boards or committees that are developed in support of this grant and brownfields redevelopment in our community.

Please feel free to contact me, Mike Kilmer so that we may demonstrate further support of this US EPA Brownfields Assessment grant application.

Sincerely,

Mike iLL Kilmer
Chairperson
mike@mzoo.org
201-679-4168
Historic Brownsville Community
<http://www.historicbrownsville.org>



February 26, 2016

Ms. Sally Cooley, P.G.
Brownfields Coordinator
Florida Department of Environmental Protection
160 West Government Street, Suite 308
Pensacola, Florida 32502

**RE: Remedial Action Plan Modification
Former Escambia County Mosquito Control
603 West Romana Street
Pensacola, Florida
Brownfield Site ID No. 170502001**

Dear Ms. Cooley:

Cameron-Cole, LLC (Cameron-Cole) is pleased to provide the following Remedial Action Plan Modification (RAPM) for your review. The purpose of the RAPM is to address an isolated area of elevated groundwater impacts recently identified within the off-site portions of the groundwater plume associated with the above referenced site. Groundwater quality data collected over the past three quarters has revealed the persistent presence of lindane (gamma-hexachlorocyclohexane or gamma-HCH) and its associated isomers in one well (monitoring well, MW-32) at concentrations above the Chapter 62-777 default Natural Attenuation Default Concentrations (NADC) for these constituents. These data were presented in the 11th Quarterly Operation and Maintenance (O&M) Report prepared for the site with the recommendation to better define the extent of the hot spot and present a plan to directly address this area. In the 11th Quarterly O&M Report review letter dated January 7, 2016, the Florida Department of Environmental Protection (FDEP) concurred with this recommendation and requested development of this RAPM. Although active remediation of the on-site source of the groundwater plume is on-going, active remediation of the off-site portions of the plume where monitoring well MW-32 is located is not being conducted at this time. The goal of this proposed RAPM is to reduce the concentrations of the identified constituents of concern (COCs) in the vicinity of monitoring well MW-32 to levels below the default NADC's.

Overview and Contaminant Mass Calculations

Monitoring well MW-32 is an off-site well located on the northeast corner of West Intendencia Street and Donelson Street, south-southeast of the former Escambia County Mosquito Control property. Figure 1 is a Site Map showing the location of monitoring well MW-32. This well was installed in April 2015 and sampled in June, September, and December of 2015. The analytical results from these sampling events have revealed persistent concentrations of alpha-HCH, beta-HCH, gamma-HCH, and

creating sustainable success

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168

www.cameron-cole.com

S:\Completed Projects\201-225\214\9694DC.RAPM 40214



delta-HCH with the alpha-HCH, beta-HCH, and delta-HCH exceeding their respective NADC's. Based upon current data available, this appears to be a localized area of elevated groundwater concentrations limited to the vicinity of monitoring well MW-32. However, to facilitate monitoring concurrent with the proposed treatment of the area, installation of three additional monitoring wells is proposed would aid in estimating the size of this plume. One placed 45 ft to the west along West Intendencia Street, one placed 55 ft eastward across Donelson Street, and one placed on the south side of West Intendencia Street. Figure 2 shows the recommended locations of the three additional monitoring wells.

The existing analytical data from the site was used to estimate the lateral extent of the hot spot in the vicinity of monitoring well MW-32 and calculate a mass of contaminant present. Figure 3 presents the estimated extent of the hot spot based upon current data. The three quarters of groundwater analytical data available was used to estimate the contaminant mass present. To account for the soil to water partitioning of these compounds, a ratio of 100 to 1 ratio was used. Using this analytical data and the estimated plume extent, approximately 4.80 pounds of contaminants are calculated to be present. The contaminant mass calculations are attached.

Proposed Remedial Action

The method recommended to remediate this localized hot spot is an in situ chemical oxidation (ISCO) treatment which utilizes a series of temporary treatment points installed for periodic injection of the reagent blend. This particular oxidant formulation utilizes completely water soluble catalysts and stabilizers allowing it to be repeatedly injected into treatment points without clogging well screens. The proprietary formulation is by EN Rx™.

The amount of reagent required to oxidize the target contaminants is directly proportional to the type and mass of contaminants present. The constituents present along with the concentrations and distributions were presented to the chemical engineer at EN Rx. For these pesticides, EN Rx indicated a 15 to 1 ratio of oxidant to estimated contaminant present is recommended. The initial calculations estimate approximately 4.80 pounds of contaminants present. To account for the limited data, a 2x safety factor is applied to the contaminant mass estimate. This totals 9.60 pounds of contaminants to oxidize. At a 15 to 1 ratio, 145 pounds of hydrogen peroxide will be required. This would be 55 gallons in a 35% concentrate. The oxidizer calculations are attached.

One 55-gallon drum of 35% hydrogen peroxide will provide 181 pounds of oxidant. Diluting it to 5% for injection yields a total of 431 gallons of reagent liquid for injection. The recommended blend of 35% hydrogen peroxide to Synergist™ to Sustained Singlet Oxygen (SSO)™ is 40 to 1 to 4. For this application, it is recommended to inject the peroxide plus Synergist™ first, followed by the SSO™ plus water. This will result in 431 gallons of the reagent blend with 396 gallons of the SSO™ blend for injection. The proposed treatment area encompasses approximately 1,980 ft². A 10 ft radius zone of influence was used for each treatment point with approximately a 50% overlap to ensure coverage. With this spacing, a total of six points will be required to cover the targeted area. Figure 4 shows the proposed placement of the six treatment points. Figure 5 shows a treatment point configured for gravity flow injection. Following the mixing recommendations, over 71 gallons of reagent blend and 63 gallons of the SSO™ mix will be injected into each of the six treatment points. The groundwater in the vicinity is very close to the ground surface. To reduce the potential for daylighting of chemicals during injection, six injection events will be utilized. Therefore, the total volume to be injected into each treatment point per event will be 12 gallons of 5% reagent plus Synergist™ followed by 11 gallons of SSO™ plus water. The goal will be to allow the liquids to gravity flow into the treatment points minimizing the potential for daylighting. For each injection event, the reagent blend will be injected into all the treatment points followed by the SSO™ plus water blend. Subsequent injection events will be

performed at approximately two week intervals. These intervals may be adjusted, based upon the results of groundwater analytical data that will be collected in conjunction with the regularly scheduled quarterly sampling events. A majority of the injection locations will be within the right-of-way for West Intendencia Street and Donelson Street. Applicable permits will be obtained from the City for all work conducted within the right-of-way. Appropriate traffic control measures will be implemented as necessary to minimize any disruption to traffic flow.

UIC Compliance

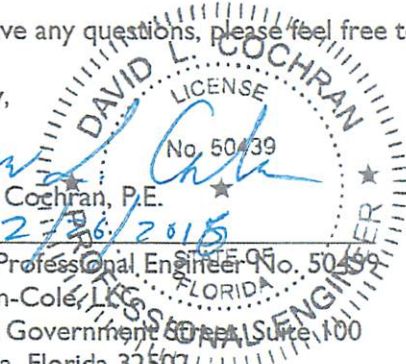

EN Rx™ has received acceptance from the FDEP for use in remediation of contamination sites in Florida. A copy of the FDEP's letter dated April 12, 2005 accepting EN Rx SSO™ and EN Rx Synergist™ is attached. Since the treatment points are considered temporary Class V underground injection control (UIC) wells, use of this in situ remediation product requires a variance from the requirements of Chapter 62-522.300(3) of the Florida Administrative Code (F.A.C.). The completed UIC Notice is attached. Since the EN Rx™ slurry to be injected into an aquifer will not meet the secondary drinking water standards for sodium and chloride, establishment of a temporary zone of discharge (ZOD) will be required pursuant to Chapter 62-522.300(2)(c), F.A.C. For this site, the size of the temporary ZOD will be a 10-ft radius around the injection point area for a one year duration. The temporary zone of discharge is shown on Figure 6.

Groundwater Monitoring and Reporting

Prior to implementation of this RAPM, groundwater samples will be collected from monitoring wells MW-19, MW 32, and the three new monitoring wells and analyzed for sodium and chloride to establish background concentrations for these constituents. In accordance with Chapter 62-780, F.A.C., a minimum of one year of post active remediation monitoring is required following completion of the proposed injection activities. The quarterly site-wide groundwater sampling event results will be used to evaluate the effectiveness of the remedial effort. Samples will be collected from the three additional wells that are to be installed as part of the proposed remedial action and will be analyzed for organochlorine pesticides. In addition, samples collected from monitoring well MW-32 and the new downgradient well to be installed on the south side of West Intendencia Street will be analyzed for sodium and chloride. The results will be included in the quarterly Remediation System Operation and Maintenance reports submitted to the Department.

If you have any questions, please feel free to contact our office at 850.434.1011.

Sincerely,



David L. Cochran, P.E.
Date: 2/26/2015
FL Reg. Professional Engineer No. 50439
Cameron-Cole, LLC
200 East Government Street, Suite 100
Pensacola, Florida 32502
Certificate of Authorization No. 8964

Attachments

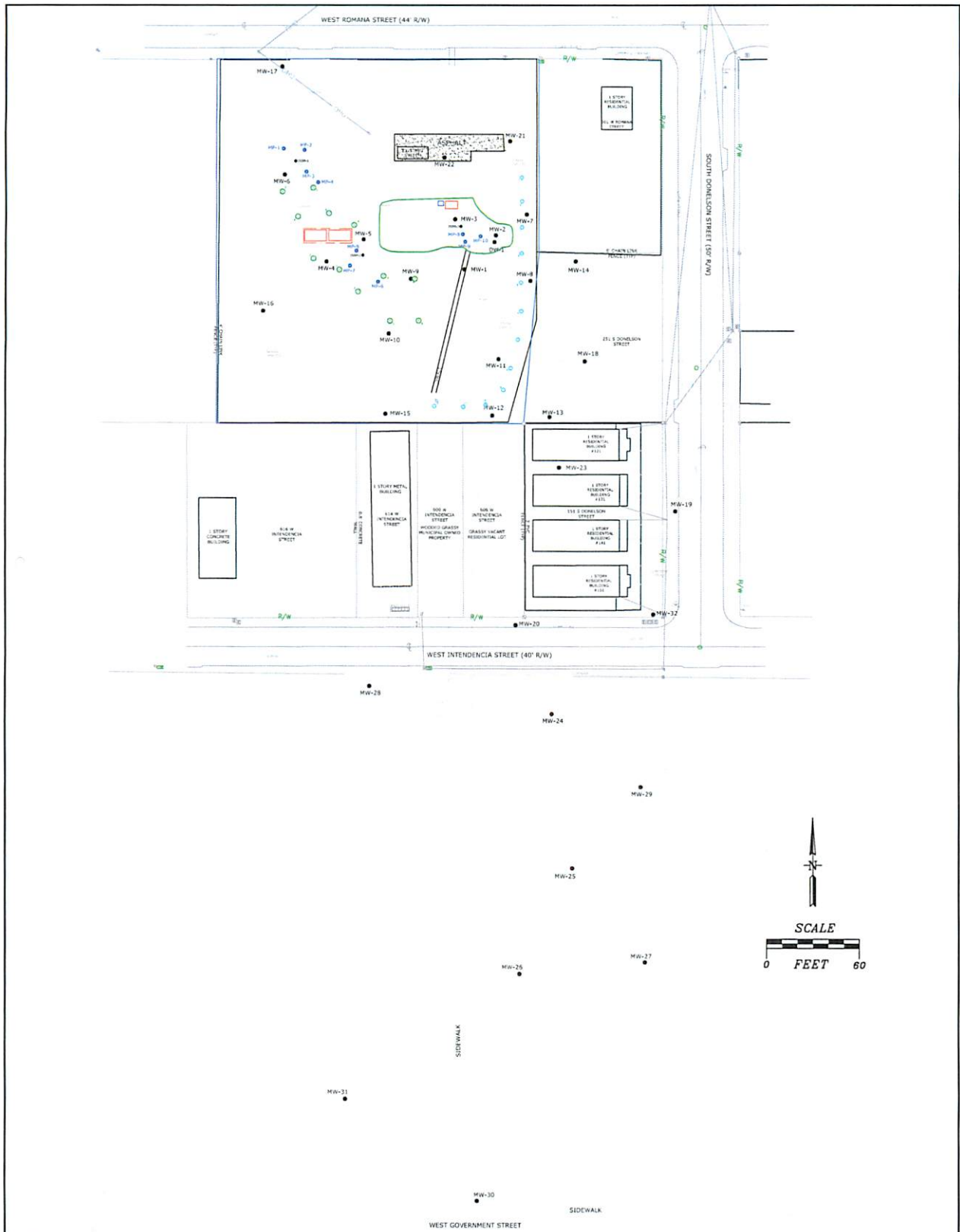
The following information is provided for your information and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance.

FIGURES

The following figures are provided for your information and are not intended to constitute an offer of insurance. The figures are provided for your information only and are not intended to constitute an offer of insurance. The figures are provided for your information only and are not intended to constitute an offer of insurance.

The following figures are provided for your information and are not intended to constitute an offer of insurance. The figures are provided for your information only and are not intended to constitute an offer of insurance. The figures are provided for your information only and are not intended to constitute an offer of insurance.

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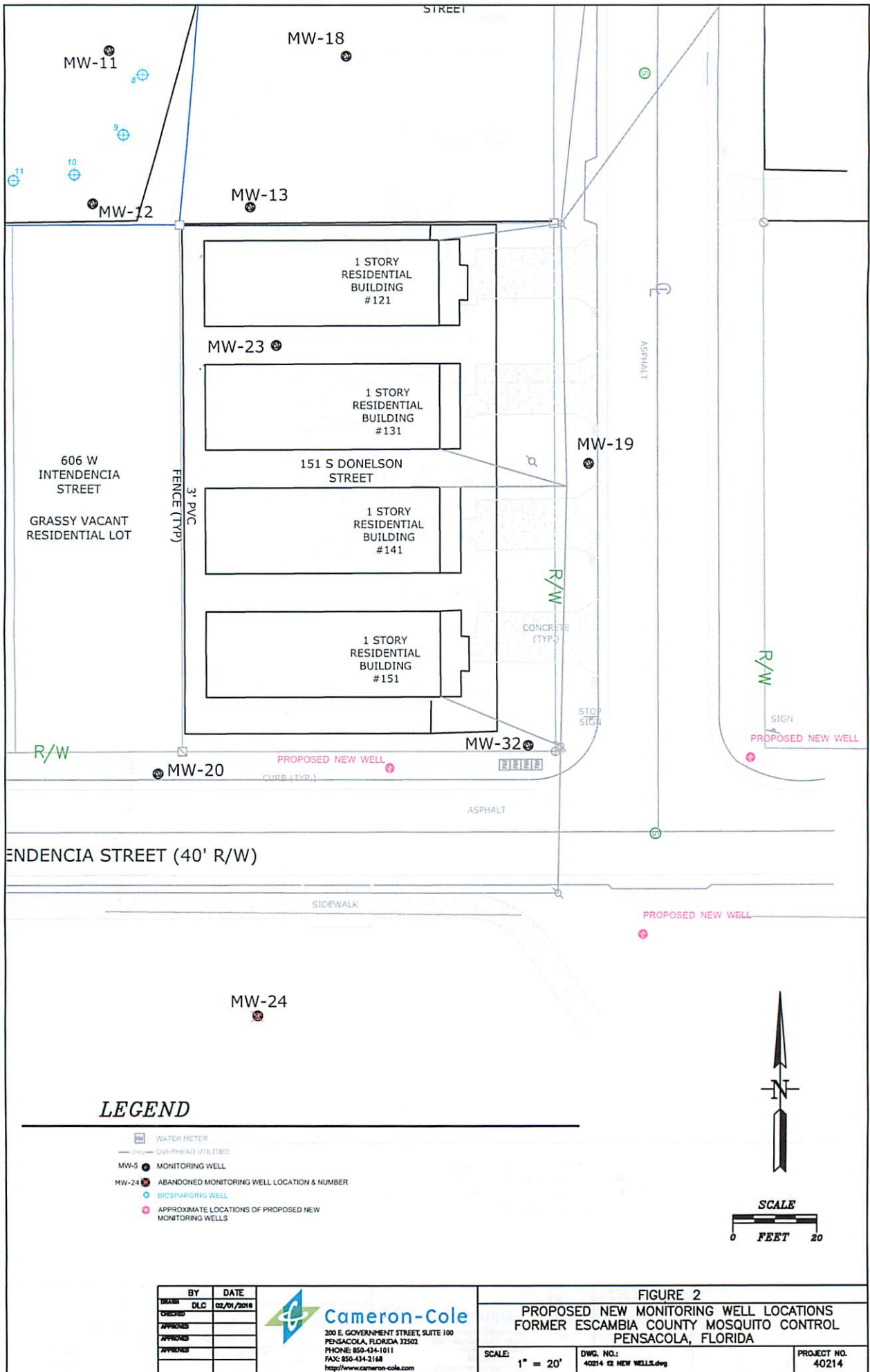
LEGEND

- WATER METER
- OVERHEAD UTILITIES
- FORMER TANK LOCATIONS
- FORMER SEPTIC TANK LOCATIONS
- EXTENT OF EXCAVATION
- MW-12 MONITORING WELL LOCATION & NUMBER
- MW-24 ABANDONED MONITORING WELL LOCATION & NUMBER
- ISBR-2 PILOT TEST IN SITU BIOREACTOR WELL LOCATION & NUMBER
- MP-8 MONITORING POINT LOCATION
- ISBR Well
- Bioreactor Well

BY	DATE
DRAWN LBB	04/18/14
CHECKED	
APPROVED	
APPROVED	

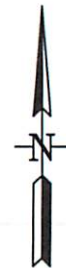
Cameron-Cole
 200 E. GOVERNMENT STREET, SUITE 100
 PENSACOLA, FLORIDA 32302
 PHONE: 850-434-1011
 FAX: 850-434-2168
<http://www.cameron-cole.com>

FIGURE 1 SITE MAP FORMER ESCAMBIA COUNTY MOSQUITO CONTROL PENSACOLA, FLORIDA		PROJECT NO. 40214
SCALE: 1" = 60'	DWG. NO.: 40214 FT SITE MAP(2013 rev).dwg	



LEGEND

- WATER METER
- OVERHEAD UTILITIES
- MW-S MONITORING WELL
- MW-24 ABANDONED MONITORING WELL LOCATION & NUMBER
- BICSPARGING WELL
- APPROXIMATE LOCATIONS OF PROPOSED NEW MONITORING WELLS

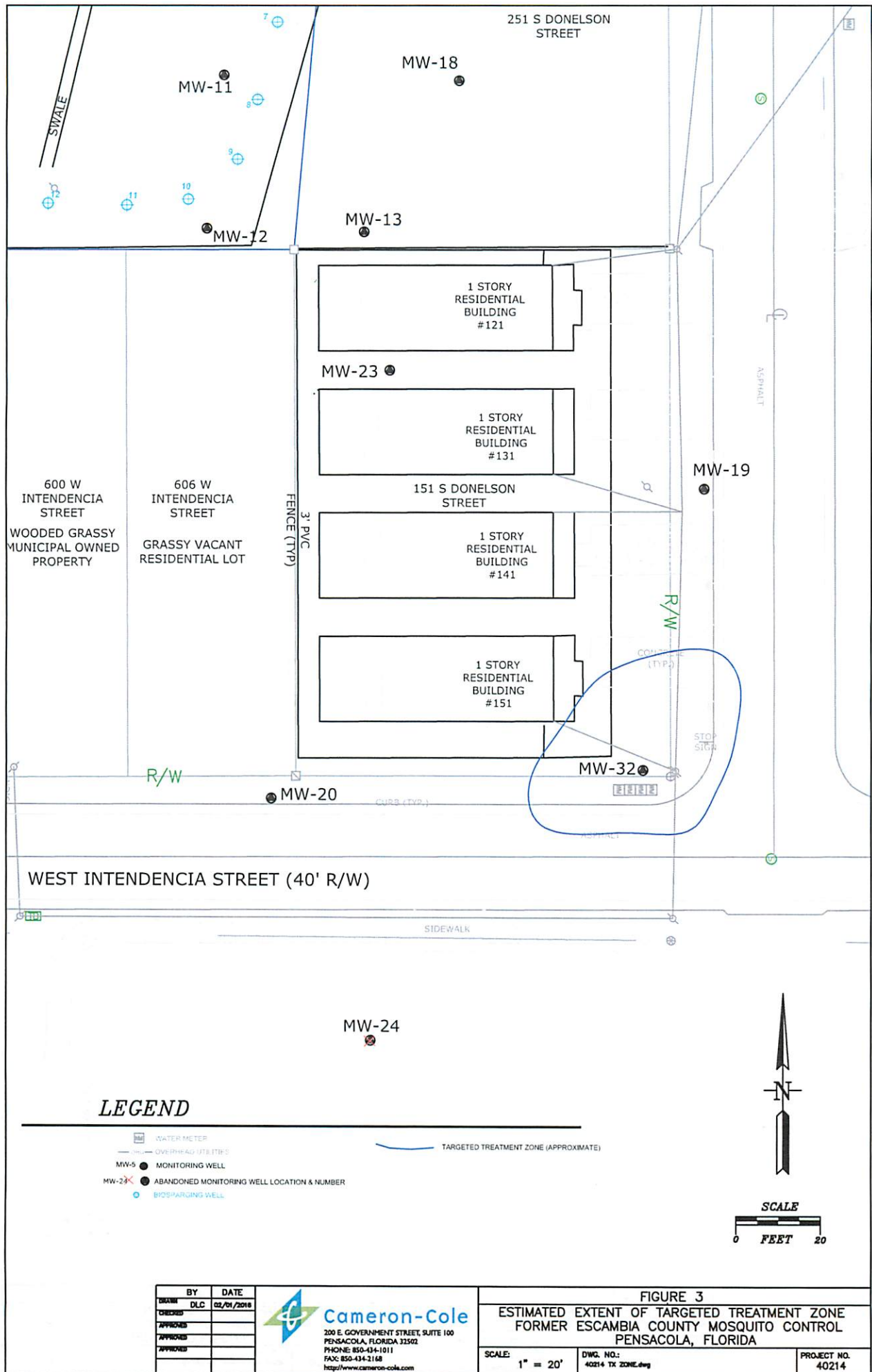


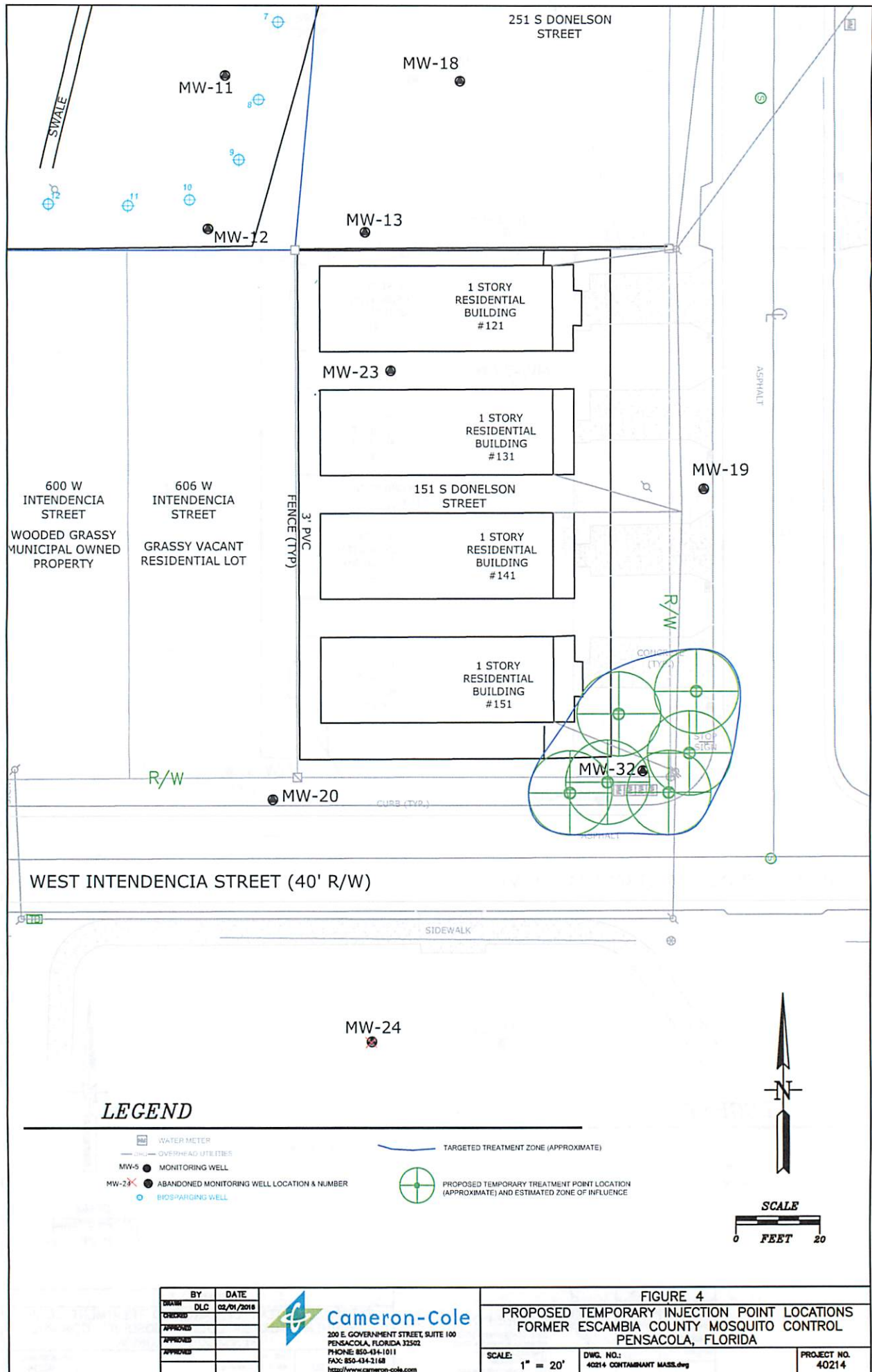
BY	DATE
DRAM	DLC 02/01/2018
CHECKED	
APPROVED	
APPROVED	
APPROVED	

Cameron-Cole
 200 E. GOVERNMENT STREET, SUITE 100
 PENSACOLA, FLORIDA 32502
 PHONE: 850-434-1011
 FAX: 850-434-2168
<http://www.cameron-cole.com>

FIGURE 2
PROPOSED NEW MONITORING WELL LOCATIONS
FORMER ESCAMBIA COUNTY MOSQUITO CONTROL
PENSACOLA, FLORIDA

SCALE: 1" = 20'	DWG. NO.: 40214-02 NEW WELLS.dwg	PROJECT NO. 40214
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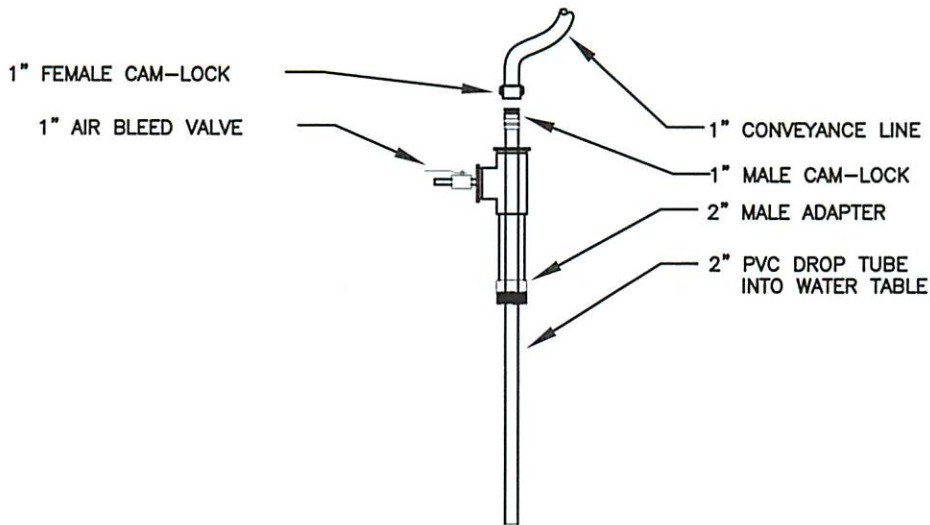


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APPROVED	
APPROVED	
APPROVED	

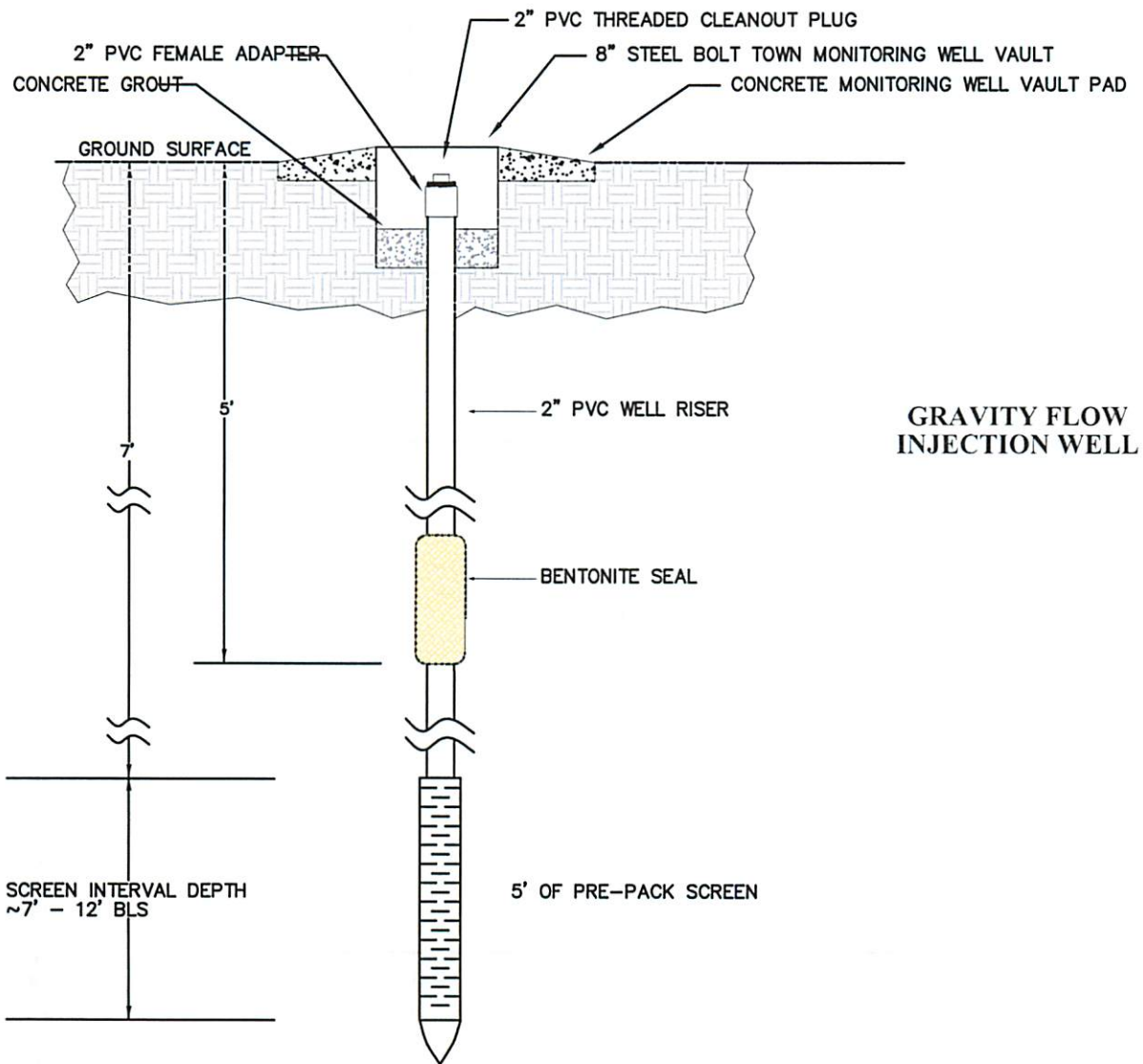
Cameron-Cole
 200 E. GOVERNMENT STREET, SUITE 100
 PENSACOLA, FLORIDA 32502
 PHONE: 850-434-1011
 FAX: 850-434-2168
<http://www.cameron-cole.com>

FIGURE 4
 PROPOSED TEMPORARY INJECTION POINT LOCATIONS
 FORMER ESCAMBIA COUNTY MOSQUITO CONTROL
 PENSACOLA, FLORIDA

SCALE: 1" = 20'	DWG. NO.: 40214 CONTAMINANT MASS.dwg	PROJECT NO. 40214
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WELL HEAD ADAPTER



GRAVITY FLOW INJECTION WELL

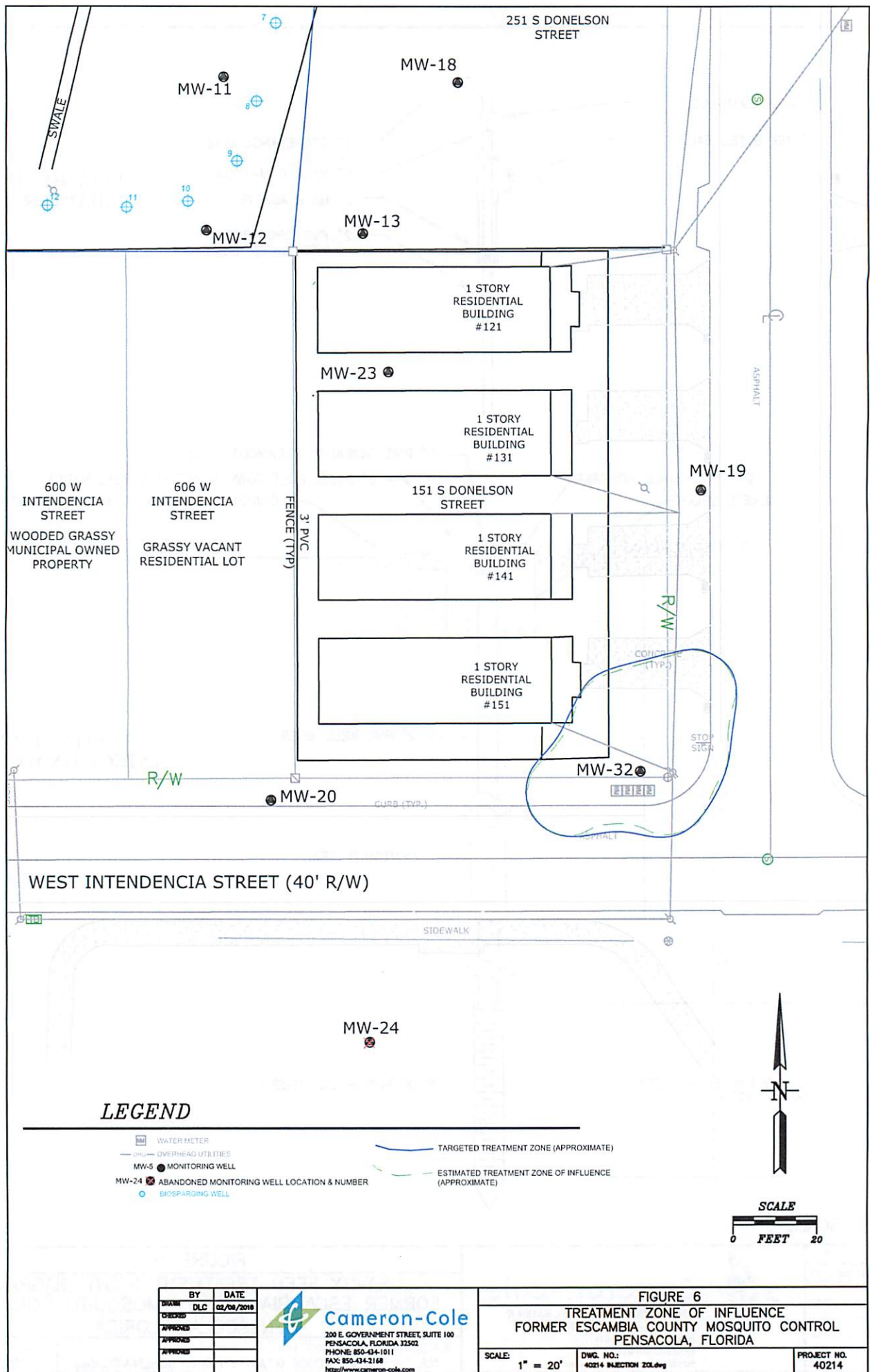
NOT TO SCALE

BY	DATE
DRAWN DLC	02/05/2016
CHECKED	
APPROVED	
APPROVED	
APPROVED	



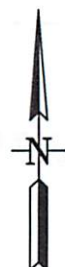
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 PENSACOLA, FLORIDA 32502
 PHONE: 850-434-1011
 FAX: 850-434-2168
<http://www.cameron-cole.com>

FIGURE 5		
GRAVITY FEED TREATMENT POINT DIAGRAM FORMER ESCAMBIA COUNTY MOSQUITO CONTROL PENSACOLA, FLORIDA		
SCALE: NA	DWG. NO.: 40189 GRAVITY POINT SCHEMATIC.dwg	PROJECT NO. 40214



LEGEND

- WATER METER
- OVERHEAD UTILITIES
- MW-S ● MONITORING WELL
- MW-24 ● ABANDONED MONITORING WELL LOCATION & NUMBER
- BIOSPARGING WELL
- TARGETED TREATMENT ZONE (APPROXIMATE)
- ESTIMATED TREATMENT ZONE OF INFLUENCE (APPROXIMATE)



BY	DATE
DRAWN DLC	02/09/2018
CHECKED	
APPROVED	
APPROVED	

Cameron-Cole
 200 E. GOVERNMENT STREET, SUITE 100
 PENSACOLA, FLORIDA 32502
 PHONE: 850-434-1011
 FAX: 850-434-2168
<http://www.cameron-cole.com>

FIGURE 6
TREATMENT ZONE OF INFLUENCE
FORMER ESCAMBIA COUNTY MOSQUITO CONTROL
PENSACOLA, FLORIDA

SCALE: 1" = 20'	DWG. NO.: 40214 INJECTION ZOL.dwg	PROJECT NO. 40214
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MEMORANDUM FOR THE RECORD

1

TO: [Name/Title]

FROM: [Name/Title]

SUBJECT: [Subject]

DATE: [Date]

CALCULATIONS

Item	Quantity	Unit Price	Total
[Item 1]	[Quantity]	[Unit Price]	[Total]
[Item 2]	[Quantity]	[Unit Price]	[Total]
[Item 3]	[Quantity]	[Unit Price]	[Total]
[Item 4]	[Quantity]	[Unit Price]	[Total]

Reference is made to [Reference]

Summary of Findings

[Text]

[Text]

[Text]

[Text]

[Text]



Cameron-Cole, LLC Calculations

By: DLC Date: 2/1/2016 Subject: Mosquito Control Off-Site Hot Spot Project No. 40214
 chkd. by: _____ Date: _____ Contaminant Mass Calculations

Analytical Results for MW-32

Date	4,4'-DDT	4,4'-DDD	4,4'-DDE	alpha-HCH	beta-HCH	gamma-HCH	delta-HCH	Dieldrin
06/30/15	0.0016 U	0.0012 U	0.00088 U	11.00	3.10	5.00	50.00	0.0012 U
09/29/15	0.0016 U	0.0012 U	0.00088 U	13.00	2.40 I	5.0 U	48.00	0.0012 U
12/02/15	0.0016 U	0.0012 U	0.00088 U J3	10.00	4.50	0.46	59.00	0.0012 U

NOTE: All units presented in ug/L.

I = The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

U = Indicates the compound was analyzed for but not detected.

Date	sum ¹ all constituents
06/30/15	69 ug/L
09/29/15	66 ug/L
12/02/15	74 ug/L
Maximum=	74 ug/L

Density of water: 8.4 lbs/gal
 Density of 35% H₂O₂: 9.4 lbs/gal

$A^2 = 1,980 \text{ ft}^2$
 $D = 15 \text{ ft}$
 $V = 29,700 \text{ ft}^3$
 porosity = 0.35
 water vol = 10,395 ft^3
 water mass = 648,648 lbs
 contaminant conc = 74 ug/L
 contaminant mass = 0.0480 lbs of contaminants present in groundwater
 @ 100 to 1 adsorbed to dissolved : 4.80 lbs contaminant present total
 2 x Safety factor : 9.60 lbs contaminant targeted for treatment

NOTES:

1. Concentration sums use 1/2 detection limit for non-detects.
2. Area calculated in AutoCAD LT from contaminant plume.
3. EN Rx recommendation based on the amount of reagent to oxidize Lindane.



Cameron-Cole, LLC Calculations

By: DLC Date: 2/1/2016 Subject: Mosquito Control Off-Site Hot Spot Project No. 40214
 chkd. by: _____ Date: _____ Reagent Calculations

Oxidant Requirement Calculations

The EN Rx reagent blend is comprised of three components, hydrogen peroxide, Synergist, and SSO. The Synergist and SSO are proprietary formulations of stabilizers and catalysts. The ratio of H₂O₂ to Synergist to SSO remains the same; however, the application can dictate changes in procedure. For this application, the procedure recommended by EN Rx is to blend the Synergist with the H₂O₂ and water then inject this into the aquifer. Next blend the SSO with water and inject it following the H₂O₂ injection. The proper Synergist and SSO amounts are provided by EN Rx.

ASSUMPTION: 20 pounds of oxidant per pound of contaminant.

Density of water: 8.4 lbs/gal

Density of 35% H₂O₂: 9.4 lbs/gal

15:1 oxidant to contaminant³ : 144 lbs oxidant active ingredient (AI) for treatment

144 lbs AI @ 35% = 44 gal. EN Rx Reagent or

343 gal. @ 5% = 144 lbs AI

Round up to 55 gal. EN Rx @ 35% = 431 gal reagent blend for injection total 181 lbs AI total

Reagent Ratio:	35% H ₂ O ₂	Synergist	SSO	
	40	1	4	
	517 lbs	13 lbs	52 lbs	Total for all events
	86 lbs	2 lbs	9 lbs	Per event
	14.4 lbs	0.36 lbs	1.44 lbs	Per treatment point per event

6 injection events

6 treatment points total

63 gal water per event plus 9.17 gal EN Rx @ 35% plus Synergist per injection event total

71.8 gal. oxidizer reagent blend for injection per event total

1 gal EN Rx @ 35% & Synergist + 11 gal water per treatment point per injection event

12 gal reagent mix total per treatment point per injection event

63 gal water per event plus 100 lbs SSO per injection event

63 gal. SSO + water blend for injection per event

10 lbs SSO + 11 gal water per treatment point per injection event

11 gal SSO + water mix per point per event

NOTES:

1. Concentration sums use 1/2 detection limit for non-detects.
2. Area calculated in AutoCAD LT from contaminant plume.
3. EN Rx recommendation based on the amount of reagent to oxidize Lindane.

**FDEP APPROVAL LETTER FOR EN RX™
UNDERGROUND INJECTION CONTROL NOTICE**



Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Colleen M. Castille
Secretary

April 12, 2005

Erik R. Piatt
EN Rx Incorporated
16350 Park Ten Place, Suite 221
Houston, Texas 77084

Re:

Dear Mr. Piatt:

The Bureau of Petroleum Storage Systems hereby accepts EN Rx Sustained Singlet Oxygen (SSO) and EN Rx Synergist for the remediation of petroleum and other suitable contaminants in groundwater and soil, in situ and ex situ, via chemical oxidation. As En Rx has indicated, when SSO (a proprietary sodium form of peroxide) and Synergist (a catalyst) are used together, they generate hydroxyl radicals that destroy contaminants. The end products are carbon dioxide and water. In the case of chlorinated hydrocarbon contaminants, the end products include chloride. Additionally, as En Rx has indicated, the slow-release formulation minimizes the amount of heat and pressure that are generated, and it is not pH sensitive like conventional Fenton reaction-based systems.

This acceptance applies only to the regulatory jurisdiction and the remediation needs of the Bureau of Petroleum Storage Systems, which is primarily the cleanup of subsurface petroleum contamination pursuant to Chapter 62-770, Florida Administrative Code (F.A.C.). Other state agencies and local governments may choose to recognize this acceptance if their needs and regulations are similar. This Bureau, however, is not responsible for applications beyond its jurisdiction.

For vadose remediation, where the underlying groundwater will not be affected by the leaching of En Rx ingredients, there are no special concerns beyond those that would normally need to be addressed in preparing a Remedial Action Plan and conducting a cleanup in accordance with Chapters 62-770 and 62-777, F.A.C. However, for injection-type, in situ groundwater remediation, via direct injection of SSO and Synergist into an aquifer, there are underground injection control regulations that must be observed. Since injection-type, in situ aquifer remediation is likely to be the most common application of this formulation, the bulk of the regulatory requirements discussed herein will be directed to that topic.

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The Bureau recognizes EN Rx SSO and Synergist as a viable method for the remediation of petroleum contaminated sites in Florida. There are no objections to their use provided: (a) the considerations of this letter are taken into account; (b) a site-specific Remedial Action Plan is submitted pursuant to Chapter 62-770, F.A.C., and approved by the Department for each site where the use of En Rx is proposed; and (c) the Remedial Action Plan specifies the injection zone of discharge size and duration for sodium and chloride, and addresses groundwater monitoring of them, pursuant to Rule 62-522.300(2)(c), F.A.C. Additionally, even though pH is adjusted to match the receiving aquifer, the Bureau suggests that it, too, be monitored as a prudent measure. Enclosure 1 is a voucher for the confidential disclosure of proprietary ingredients in SSO and Synergist. Enclosure 2 provides regulatory information.

While the Department of Environmental Protection does not provide endorsement of specific or brand name remediation products or processes, it does recognize the need to determine their acceptability from an environmental standpoint with respect to applicable rules and regulations, and the interests of public health and safety. Vendors must then market the products and processes on their own merits regarding performance, cost, and safety in comparison to competing alternatives in the marketplace. In no way, however, shall this regulatory acceptance letter be construed as Department certification of performance. Additionally, the Department emphasizes a distinction between its regulatory "acceptance" letters and an approval. Products and processes are accepted but they are not approved.

Also, it is not a requirement that a particular remediation product or process have an official acceptance letter in order for it to be proposed in a site-specific Remedial Action Plan. The plan, however, must contain sufficient information about the product or process to show that it meets all applicable and appropriate rules and regulations, especially those of the Florida Administrative Code pertaining to underground injection control.

Those who prepare Remedial Action Plans are advised to include a copy of this letter in the appendix, and call attention to it in the text of their document. In this way, technical reviewers will be informed that you have contacted the Department of Environmental Protection to inquire about the environmental acceptability of EN Rx SSO and Synergist. To aid those reviewers, the Bureau of Petroleum Storage Systems provides supplemental information as Enclosure 3.

The Department reserves the right to revoke its acceptance of a product or process if it has been falsely represented. Additionally, Department acceptance of any product or process does not imply it has been deemed applicable for all cleanup situations, or that it is preferred over other treatment or cleanup techniques in any particular case. A site-specific evaluation of applicability and cost-effectiveness must be considered for any product or process, whether conventional or

Erik R. Piatt
April 12, 2005
Page 3

innovative, and adequate site-specific design details must be provided in a Remedial Action Plan. You may contact me at (850) 877-1133, extension 29, if there are any questions.

Sincerely,

Rick Ruscito, P.E.
Ecology and Environment, Inc.
Bureau of Petroleum Storage Systems
Petroleum Cleanup Section 6

Rebecca S. Lockenbach
FDEP Section Leader
Bureau of Petroleum Storage Systems
Petroleum Cleanup Section 6

cc: Tom Conrardy - FDEP/Tallahassee

ppl #265
inn_128.doc
4/12/05



Department of Environmental Protection

Jeb Bush
Governor

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Colleen M. Castille
Secretary

April 12, 2005

Mr. Erik R. Piatt
EN Rx Incorporated
16350 Park Ten Place, Suite 221
Houston, Texas 77084

Re: **Voucher for Disclosure of Proprietary Ingredients in
EN Rx SSO and EN Rx Synergist**

Dear Mr. Piatt:

The Bureau of Petroleum Storage Systems hereby acknowledges a confidential disclosure, by EN Rx Incorporated, dated March 31, 2005, of the proprietary ingredients in EN Rx Sustained Singlet Oxygen (SSO) and EN Rx Synergist. SSO and Synergist are reagents that -- when used together -- generate hydroxyl radicals that destroy petroleum and other suitable contaminants groundwater and soil via chemical oxidation, leaving only carbon dioxide and water as end products. Having reviewed the disclosure, the Bureau hereby vouches for the ingredients.

Without divulging any proprietary aspects of the product, we now provide the minimum amount of information necessary to prospective users, in order for them to meet the requirements of Rule 62-522.300(2)(c), Florida Administrative Code (F.A.C.). This rule requires that a Florida Department of Environmental Protection-approved Remedial Action Plan, for injection-type aquifer remediation, indicate an injection zone of discharge size and duration for any primary and secondary groundwater standards that will not be met by the fluid to be injected. It also requires that the Department-approved Remedial Action Plan also include groundwater monitoring of those chemical species. For SSO and Synergist, those chemical species are sodium and chloride. They apply to situations where EN Rx uses an organic acid for the purpose of adjusting pH.

There may, however, be situations when more than just sodium and chloride need to be monitored, depending on EN Rx's selection of acid for pH adjustment. For example: If a mineral acid containing sulfur is used, then the groundwater monitoring should also include sulfate. The onus shall be on EN Rx to advise its clients when other than the organic acid is used to adjust pH, and whether the groundwater must be monitored for additional chemical species in order to fully comply with Rule 62-522.300(2)(c), F.A.C. Similarly, if the situation should be

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Erik A. Piatt
April 12, 2005
Page Two

EN Rx
Enclosure 1
Voucher

such that a base is needed for pH adjustment, then EN Rx must advise the client if it contains any chemical species that should be monitored.

The purpose of the pH adjustment is to match the pH of the receiving aquifer. The Bureau of Petroleum Storage Systems expects, in most cases, that the receiving aquifer will be in (or close to) the 6.5- to 8.5- range, which is the secondary groundwater standard for pH. For this reason, it is not necessary to monitor pH of the aquifer in order to comply with Rule 62-522.300(2)(c), F.A.C. However, the Bureau of Petroleum Storage Systems suggests that pH be monitored as well, as a prudent measure.

For underground injection control purposes, aquifer remediation plans proposing the use of EN Rx SSO and Synergist must indicate the volume and composition of SSO and Synergist to be injected. Since the composition is proprietary, it will suffice to indicate just the overall volume to be injected, and provide a footnote indicating that a one-time confidential disclosure dated March 31, 2005, identifying the proprietary ingredients, has already been submitted to the Bureau of Petroleum Storage Systems.

This voucher is issued solely for the purposes of the Bureau of Petroleum Storage Systems, for the remediation of petroleum contamination pursuant to Chapter 62-770, F.A.C. Other bureaus, state agencies and local governments may choose to recognize this voucher if their needs are similar. This Bureau, however, is not responsible for applications beyond its jurisdiction. Please direct questions regarding this voucher to Rick Ruscito at (850) 877-1133, extension 29.

Sincerely,

Rick Ruscito, P.E.
Ecology and Environment, Inc.
Bureau of Petroleum Storage Systems
Petroleum Cleanup Section 6

Rebecca S. Lockenbach
FDEP Section Leader
Bureau of Petroleum Storage Systems
Petroleum Cleanup Section 6

REGULATORY INFORMATION

- a. Groundwater cleanup standards: The onus shall be on users of EN Rx to ensure that all applicable groundwater contaminant standards will be met at the time of project completion, for petroleum and other contaminants that may be present, any residuals associated with the ingredients of EN Rx, and any byproducts produced as a result of chemical or biochemical reactions involving those ingredients. The following chapters of the Florida Administrative Code (F.A.C.) are cited: Chapter 62-550, F.A.C., for primary and secondary water quality standards; Chapter 62-520, F.A.C. for groundwater classes and standards, and minimum criteria; Chapter 62-522, F.A.C., for groundwater permitting and monitoring requirements; Chapter 62-528, F.A.C., for underground injection control, particularly Part V, for Class V, Group 4 aquifer remediation projects; Chapter 62-770, F.A.C., for petroleum cleanup criteria; and Chapter 62-777, F.A.C., also for cleanup and minimum groundwater criteria.

A noteworthy aspect of the minimum criteria set forth in Chapter 62-520, F.A.C., is that it requires groundwater to be free from substances that are harmful to plants, animals, and organisms, and free from substances that are carcinogenic, mutagenic, teratogenic or toxic to human beings. In effect, these "free from" requirements form a catchall. They close what would otherwise be a loophole in the regulations by preventing injection of a potentially harmful product in the event that any of its ingredients is not regulated as a specific primary or secondary drinking water contaminant.

- b. Injection well permit: The issuance of a site-specific Remedial Action Plan Approval Order by either the Bureau of Petroleum Storage Systems or the Bureau of Waste Cleanup, for remediation via injection of EN Rx into an aquifer, constitutes the granting of a Class V injection well permit. [62-528.630(2)(c) and 62-528.640(1)(c), F.A.C.]
- c. Groundwater injection standards: For in situ aquifer remediation, the composition of an injected fluid must meet the drinking water standards set forth in Chapter 62-550, F.A.C., and the minimum groundwater criteria of Chapter 62-520, F.A.C., pursuant to underground injection control Rule 62-528.600(2)(d), F.A.C. Aquifer remediation fluids that do not meet these requirements must seek permission for an injection zone of discharge. Depending on the ingredients of the fluid, it will be necessary to obtain an injection zone of discharge by either one or both of the following methods: by Rule 62-522.300(2)(c), F.A.C., or by variance from Rule 62-522.300(3), F.A.C. For EN Rx SSO and Synergist injection, only Rule 62-522.300(2)(c), F.A.C., needs to be observed in order to be permitted an injection zone of discharge for the sodium and chloride.
- d. Zone of discharge by rule: For the injection of EN Rx SSO and Synergist, Rule 62-522.300(2)(c), F.A.C., requires that a site-specific Remedial Action Plan proposing its use must: (a) indicate that the concentrations of sodium and chloride in the fluid to be injected will be in excess of their groundwater injection standards; (b) specify a temporary zone of discharge size; (c) specify the period of time for which the temporary zone of discharge will be needed; and (d) propose groundwater monitoring of the sodium and chloride. The current groundwater standard for sodium is 160 milligrams per liter (mg/L), and that of chloride is 250 mg/L. If the groundwater's natural-occurring background level for either of these

parameters at a specific remediation site does not meet the established standard, then the residual level of that parameter by the time remedial action ends shall be no worse than the pre-existing, pre-injection background level.

- e. Utilization of wells: If a remediation site happens to have an abundance of monitoring wells, then the Department has no objection to the use of some wells for the application of EN Rx. However, no “designated” monitoring well, dedicated to the tracking of remediation progress (by sampling) shall be used to apply EN Rx reagents. This will avoid premature conclusions that the entire site meets cleanup goals. By making sure that designated tracking wells are not also used for treatment, there will be more assurance that the treatment process has permeated the entire site and that it did not remain localized to the area immediately surrounding each injection well.
- f. Groundwater monitoring:
 - 1. Active remediation petroleum monitoring: During the period of active remediation, groundwater shall be monitored in accordance with the requirements set forth in Section 62-770.700, F.A.C., for the petroleum contaminants of concern.
 - 2. Post remediation petroleum monitoring: At least one (1) year of quarterly post remediation groundwater monitoring for the petroleum contaminants of concern shall be conducted at a minimum of two (2) wells, one located in the area of maximum petroleum contamination, the other downgradient of the area of maximum petroleum contamination, pursuant to Section 62-770.750, F.A.C.
 - 3. Underground injection control monitoring: For Underground Injection Control purposes, when EN Rx SSO and Synergist is injected, the groundwater must be monitored for sodium and chloride, pursuant to Rule 62-522.300(2)(c), F.A.C., as discussed above in paragraph *d*.
- g. Underground injection control inventory: Remedial Action Plans prescribing injection-type in situ aquifer remediation shall include information pursuant to Rule 62-528.630(2)(c)1 through 6, F.A.C., for the inventory purposes of underground injection control. Per Rule 62-528.630(2)(c), F.A.C., aquifer remediation projects involving injection wells may be authorized under the provisions of a Remedial Action Plan, provided the construction, operation, and monitoring requirements of Chapter 62-528, F.A.C., are met. A memorandum outlining the inventory information about injection-type aquifer remediation plans to be transmitted by Department reviewers to the Underground Injection Control Section is provided as Enclosure 4. Only the Department, including its district offices, may approve in situ injection-type remediation plans in which the approval constitutes a Class V injection permit; local programs are not authorized to grant such approvals. See Enclosure 3.

h. Operation:

1. Avoidance of migration: For injection-type, in situ aquifer remediation projects, injection of the EN Rx reagents shall be performed in such a way, and at such a rate and volume, that no undesirable migration of either the reagents or the petroleum contaminants in the aquifer results, pursuant to Rule 62-528.630(3), F.A.C.
 2. Underground injection control operating permit: Although an operating permit is not required for aquifer remediation wells pursuant to Rule 62-528.640(1)(b), and 62-528.640(1)(c), F.A.C., since no movement of the petroleum contamination plume is expected to accompany the treatment process, the Department requests that the information items listed in Rule 62-528.640(1)(b), F.A.C., be considered and included in Remedial Action Plan proposals as a matter of good and thorough design practice. Briefly summarized, they are: quality of water in the aquifer; quality of the injected fluid; existing and potential uses of the affected aquifer; and well construction details. Additionally, each Remedial Action Plan should clearly indicate the total volume of the EN Rx reagents that will be injected.
- i. Abandonment of wells: Upon issuance of a petroleum Site Rehabilitation Completion Order, or a declaration of "No Further Action", injection wells shall be abandoned pursuant to Section 62-528.645, F.A.C. The Underground Injection Control Section of the Department shall be notified so that the injection wells can be removed from the inventory-tracking list.
 - j. Open-pit applications: While open-pit application of EN Rx reagents is not an injection-type application, and notification of the Underground Injection Control Section therefore not required, the user of EN Rx must still be mindful of groundwater quality. For open-pit applications, the Bureau of Petroleum Storage Systems suggests that groundwater in the application area be monitored for the same parameters that would be monitored had the application been an injection.

SUPPLEMENTAL INFORMATION

- a. Department of Environmental Protection reviewers of injection-type in situ aquifer remediation plans, regardless of whether in Tallahassee or district offices, must fill in the blanks on the Enclosure 4 memorandum, whose subject is "Proposed Injection Well(s) for In situ Aquifer Remediation at a Petroleum Remedial Action Site". The completed form must be submitted to the Underground Injection Control Section at 2600 Blair Stone Road, Tallahassee, Florida 32399-2400 (Mail Station 3530).

Only the Department and its district offices may approve injection-type in situ remediation plans in which the approval constitutes the issuance of a Class V injection permit; local programs are not authorized to grant such approvals. Reason: Although an arrangement between the Environmental Protection Agency and the Department delegates underground injection control authority to the Department, it does not allow the Department to delegate that authority any further. This includes delegation to the Department's contracted remediation review agencies such as those operated by the counties and other local governments.

- b. Pilot study: Per rule 62-770.700(2), Florida Administrative Code (F.A.C.), a pilot study proposal shall be submitted for review, and a pilot test shall be performed prior to designing a treatment system. If conditions or the situation at a site does not warrant a pilot study, then a proposal explaining the rationale for the decision not to perform a pilot study shall be submitted for review. Reviewers are encouraged to use judgment in balancing cost and the need for technical information to be obtained from a pilot study.
- c. Safety reminders: Even though En Rx SSO and Synergist are formulated to minimize the amount of heat and pressure that are generated, it does not minimize the need for safety. Safety considerations to be kept in mind include but are not necessarily limited to the items below.
- Use of proper protective clothing.
 - Oxidation is an exothermic reaction.
 - Use storage containers, tanks and piping constructed from materials that are compatible with the oxidizer and catalyst being used.
 - Proper disposal of unused or unwanted SSO and Synergist.

Additional safety items to consider for chemical oxidation-type remediation processes are listed in the Bureau of Petroleum Storage Systems' Remedial Action Plan checklist.

Memorandum

**Florida Department of
Environmental Protection**

TO: Richard Deuerling, Mail Station 3530
Division of Water Facilities
Underground Injection Control Section
Florida Department of Environmental Protection
2600 Blair Stone Road, Tallahassee, FL 32399-2400

FROM: _____ (Note 1.)

DATE: _____

SUBJ: **Proposed Injection Well(s) for In situ Aquifer
Remediation at a Petroleum Remedial Action Site**

Pursuant to Rule 62-528.630(2)(c), F.A.C, inventory information is hereby provided regarding the proposed construction of temporary injection well(s) for the purpose of in situ aquifer remediation at a petroleum-contaminated site.

Site name: _____
Site address: _____
City/County: _____
Latitude/Longitude: _____
FDEP Facility Number: _____

Site owner's name: _____
Site owner's address: _____

Well contractor's name: _____ (Note 2.)
Well contractor's address: _____

Brief description of the in situ injection-type aquifer remediation project:

Summary of major design considerations and features of the project:

Areal extent of contamination (square feet): _____
Number of injection wells: _____
Composition of injected fluid (Note 3)
(ingredient, wt. %): _____

Injection volume per well (gallons): _____
Single or multiple injection events: _____
Injection volume total (all wells, all
events): _____

Richard Deuerling
Page Two
Date: _____

Site name: _____
FDEP facility no.: _____

A site map showing the areal extent of the groundwater contamination plume, and the location and spacing of injection wells and associated monitoring wells is attached.

The following is a summary description of the affected aquifer:

Name of aquifer: _____
Depth to groundwater (feet): _____
Aquifer thickness (feet): _____

The injection well(s) features are summarized below, and/or a schematic of the injection well(s) is attached.

Direct-push or Conventional (circle the appropriate well type)
Diameter of well(s) (i.e., riser pipe & screen) (inches): _____
Total depth of well(s) (feet): _____
Screened interval: _____ to _____ feet below surface
Grouted interval: _____ to _____ feet below surface
Casing diameter, if applicable (inches): _____
Cased depth, if applic.: _____ to _____ feet below surface
Casing material, if applic.: _____

The in situ injection-type aquifer remediation plan for this petroleum contaminated site is intended to meet the groundwater petroleum cleanup criteria set forth in Chapter 62-770, F.A.C. Additionally, all other groundwater standards will be met at the time of project completion for any residuals associated with the ingredients of the injected remediation products, and any by-products or intermediates produced as a result of the chemical or biochemical transformation of those ingredients or the contaminating petroleum during their use. Applicable primary and secondary drinking water standards are set forth in Chapter 62-550, F.A.C., and additional groundwater quality criteria are set forth in Chapter 62-520, F.A.C.

The remediation plan estimates that site remediation will take _____ months. We will notify you if there are any modifications to the remediation strategy, which will affect the injection well design or the chemical composition and volume of the injected remediation product(s).

The proposed remediation plan was approved on _____ by an enforceable approval order. A copy is attached. The remediation system installation is expected to commence within 60 days. Please call me at _____ if you require additional information.

-
- Note 1. Local programs are not authorized to approve underground injections into aquifers. Reason: Per agreement with EPA, the FDEP cannot delegate this authority. Local programs, after reviewing a Remedial Action Plan or an injection proposal document, should arrange for Department headquarters' execution of an approval order, and then complete this form. This form is primarily for use by state and local program technical reviewers, but petroleum remediation contractors may fill in all blanks except those labeled "FROM", "DATE", and "approval date", and "telephone number" blanks in the last paragraph. Those blanks should be completed only by a state or local program reviewer.
- Note 2. If an injection well installation contractor has not yet been selected, then indicate the name and address of the project's general remediation contractor/consultant.
- Note 3. Complete chemical analysis of injected fluid is required by Chapter 62-528, Florida Administrative Code. Proprietary formulations shall make confidential disclosure. Injected fluids must meet drinking water standards of Chapter 62-550, F.A.C., unless an exemption or variance has been granted.

Memorandum

**Florida Department of
Environmental Protection**

{This version of UIC Notice memo is for use by staff of the BPSS and District offices}

TO: Cathy McCarty, P.G.
Florida Department of Environmental Protection
Bureau of Water Facilities Regulation
Underground Injection Control Section – MS 3530
2600 Blair Stone Road, Tallahassee, Florida 32399-2400

FROM: _____
(An employee of Div. of Waste Management or DEP District Office)

FDEP – Petroleum Restoration Program Section 2
BMC Room 230 MS 4545
2600 Blair Stone Road, Tallahassee, Florida 32399

DATE: _____

SUBJECT: **Remediation Product Injection Well(s) for In Situ Aquifer
Remediation at a Petroleum Contaminated Site**

Reminder: This memorandum must be completed by an FDEP employee of the Bureau of Petroleum Storage Systems or an FDEP District Office. A person working for a consultant company preparing a RAP may complete some portions of this memo to expedite the FDEP's review but if so, the "From" and "Date" blanks and the date of RAP approval and phone number should be left blank for the FDEP technical reviewer to complete after verifying other information in the memo is accurate and conforms to applicable rules and procedures.

oOo

Please remove this message box prior to submittal of this memorandum to the Underground Injection Control Section.

Pursuant to paragraph 62-528.630(2)(c), F.A.C., inventory information is hereby provided in regard to the proposed construction of temporary injection well(s) for the purpose of in situ aquifer remediation at a petroleum contaminated site.

Facility name: Former Escambia County Mosquito Control
Facility address: 603 West Romana Street
City/County: Pensacola/Escambia
Latitude/Longitude: 30.34471 N/81.7132 W
FDEP Facility Number: 170502000

Facility owner's name: Escambia County Board of County Commissioners
Facility owner's address: 221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32501

Well contractor's name: Cameron-Cole, LLC
Well contractor's address: 200 East Government Street
Suite 100
Pensacola, Florida 32502

AFFECTED AQUIFER

Name of aquifer: Sand and Gravel
Depth to groundwater (feet): varies (1' to 4')
Aquifer thickness (feet): >100'
Areal extent of contamination (square feet): 1,980 ft² treatment area

INJECTION WELLS

A site map showing the location and spacing of injection wells, the areal extent of the groundwater contamination plume, and associated monitoring wells is attached. The injection well(s) features are summarized below, and/or a schematic of the injection well(s) is attached.

Direct-push or HSA/Mud rotary (*circle the appropriate well type*)
Diameter of well(s) (i.e., riser pipe & screen) (inches): 2"
Total depth of well(s) (feet): 12'
Screened interval: 7' to 12' feet below land surface
Grouted interval, if applicable: 4' to 5' feet below land surface
Casing diameter, if applicable (inches): 2"
Cased depth, if applicable: 0 to 7' feet below land surface
Casing material, if applicable: PVC
If a remediation product will be injected as a DP rod is inserted, indicate injection interval: _____ to _____ feet below land surface.

PROJECT DESCRIPTION

The in situ, injection-type aquifer remediation product/process remediates contaminants by:
(check those that apply)

- use of a bioremediation product,
- use of a chemical oxidation product,
- recirculation of partially treated contaminated groundwater, or
- other (describe) _____

Brief description of the project: _____

Summary of major design considerations and features of the project:

Number of injection wells: 6
Injection volume per well (gallons): 6 @ 12 gal, 6 @ 11 gal
Single or multiple injection events: multiple, once daily
Injection volume total (all wells, all events): 809 gal over two months
For continuous recirculation of partially treated water, indicate total daily design flow rate: _____ gallons per day

Cathy McCarty, P.G.
Page 3 of 4
Date: _____

Facility name: Fmr Escambia Cty Mosq Control
FDEP facility no.: 170502001

FLUID TO BE INJECTED

Brand name of remediation product(s): EN Rx™ + Synergist + SSO

Has an innovative technology acceptance letter been issued for this product by the BPSS:
X yes ___ no (Note: it is not required that an innovative technology acceptance letter be issued for the technology or product to be proposed in a RAP)

If product formula is proprietary then non-disclosure of the formula to the PE reviewing the RAP for the Department is only acceptable if there is an innovative technology acceptance letter issued by the BPSS with an attached proprietary voucher of confidential disclosure and it is verified that the proposed application rates (dosage) is limited to the rates specified in the innovative technology acceptance letter.

Is product formulation proprietary? X yes ___ no.

If product formulation is proprietary are proposed application rates limited to that indicated in innovative technology acceptance correspondence? ___ yes ___ no X N/A

Composition of injected fluid (e.g. ingredient, wt. %): Sodium form of Hydrogen Peroxide & Synergist, 5% (EN Rx + Synergist + SSO), water @95%

TEMPORARY INJECTION ZONE OF DISCHARGE (ZOD)

(check those that apply)

- No ZOD needed. The fluid to be injected meets the primary and secondary groundwater standards of Chapter 62-550, F.A.C., and the minimum groundwater criteria of Chapters 62-520 and 62-777, F.A.C.
- ZOD permission by rule 62-520.310(8)(c) †, F.A.C., for reagent chemical species and/or parameter(s) in the fluid to be injected (or re-injected) that exceed secondary groundwater standards. ZOD permission by this rule also applies to chemical species in the fluid to be injected that exceed primary groundwater standards or minimum groundwater criteria, provided those species are prime constituents of the reagents used to remediate site contaminants. The chemical species and parameters for which the approved Remedial Action Plan identifies zone size and duration, and addresses groundwater monitoring are summarized below.

Chemical species & parameters: _____

Zone size (sq. ft.) _____ Duration (mos.) _____ Yes, monitoring addressed.

- ZOD permission by rule 62-520.310(8)(c) †, F.A.C., for the following contaminants of concern that exceed their groundwater standards in the fluid to be re-injected as part of a closed-loop re-injection system for which the approved Remedial Action Plan identifies zone size and duration, and groundwater monitoring:

Contaminants of concern: _____

Zone size (sq. ft.) _____ Duration (mos.) _____ Yes, monitoring addressed.

- ZOD permission by variance because the fluid to be injected contains the following impurities that are not prime constituents of the reagents used to remediate the site's

Cathy McCarty, P.G.
Page 4 of 4
Date: _____

Facility name: Fmr Escambia Cty Mosq Control
FDEP facility no.: 170502001

contaminants, and the concentrations of those impurities in the fluid to be injected are in excess of their primary groundwater standards:

Impurities regulated as primary groundwater contaminants: Sodium and Chloride

Zone size (sq. ft.) _____ Duration (mos.) 2 Yes, monitoring addressed.

A variance needs to be granted before the remediation can be conducted.

A variance has already been granted for the impurities listed above:

Date variance granted: _____

Zone size (sq.ft.): _____

Duration (mos.): _____

If ZOD permission by rule 62-520.310(8)(c)[†], F.A.C., or by variance is checked above, then a figure that delineates the ZOD is attached. (Use the lines below to more fully describe the ZOD if a figure alone will not suffice).

CLEANUP CRITERIA AND ENFORCEABLE APPROVAL ORDER

The in situ injection-type aquifer remediation plan for this contaminated site is intended to meet the groundwater cleanup criteria set forth in Chapter 62-777, F.A.C. Additionally, all other groundwater standards will be met at the time of project completion for any residuals associated with the ingredients of the injected remediation products, and any by-products or intermediates produced as a result of the chemical or biochemical reactions induced by those ingredients or the contaminants of concern during their use. Applicable primary and secondary groundwater standards are set forth in Chapter 62-550, F.A.C., and minimum groundwater criteria are set forth in Chapter 62-520, F.A.C.

The remediation plan estimates that site remediation will take _____ months. We will notify you if there are any modifications to the remediation strategy which will affect the injection well design or the chemical composition and volume of the injected remediation product(s).

The proposed remediation plan was approved on _____ by an enforceable approval order. A copy is attached. The remediation system installation is expected to commence within 60 days. Please call me at _____ if you require additional information.

[†] Effective July 12, 2009, rule 62-522.300(2)(c), Florida Administrative Code (F.A.C.), was relocated to Chapter 62-520, F.A.C., and renumbered as rule 62-520.310(8)(c), F.A.C.

**Underground Injection Control Notification Memorandum for In Situ Injection-Type Aquifer
Remediation Projects: Instructions and Supplemental Information**

**THESE INSTRUCTIONS DO NOT HAVE TO BE SUBMITTED TO THE UIC SECTION.
DETACH THEM PRIOR TO SUBMITTAL OF THE UIC NOTIFICATION MEMORANDUM.**

The Underground Injection Control (UIC) Notification Memorandum is for use by staff in the Bureau of Petroleum Storage Systems and DEP District Offices. The notification memorandum is for the reporting of inventory information to the UIC Section of the Division of Water Resources Management when injection wells are used for injection of remediation products for in situ remediation, including closed-loop re-injection of partially treated groundwater. An example of partially treated groundwater in a closed-loop re-injection system is water that is not fully treated by a mechanical system such as an air stripper, and as a result still contains Contaminants of Concern (COCs) at concentrations in excess of their groundwater standards. Other examples of partial treatment prior to closed-loop re-injection are the addition of bioremediation enhancements, surfactants and chemical oxidizers. In those cases, it is possible that both the COCs and the constituents of the bioremediation or oxidation reagents may be present in the re-injected water at concentrations that exceed their groundwater standards. For disposal, by injection, of effluent that has been fully treated to groundwater standards, use the UIC Notification Memorandum for effluent disposal via injection.

Procedure

Reviewers of in situ, injection-type aquifer remediation plans in the Bureau of Petroleum Storage Systems and DEP District Offices must complete a UIC Notification Memorandum (and must place a check mark in all appropriate check boxes on that notification). Zone of discharge (ZOD) check box help is provided below. Submit the completed notification memorandum to the UIC Section, along with a copy of the executed order that approves the injection-type Remedial Action Plan (RAP), Remedial Action Modification Plan, or Pilot Test.

Enforceable Approval Order

The standard RAP Approval Order is an enforceable approval order, and therefore an acceptable instrument by which to approve an in situ, injection-type aquifer Remedial Action Plan. However, for the approval of any other type of injection (such as an injection-type Remedial Action Modification Plan, or an injection-type pilot test for bioremediation or chemical remediation products) the approval must also be in the form of an enforceable Order. Use the UIC Approval Order to fulfill this requirement. Use the procedure described above, and be sure to place a check mark in all appropriate check boxes on the UIC Notification Memorandum.

**Underground Injection Control Notification Memorandum for In Situ Injection-Type Aquifer
Remediation Projects: Instructions and Supplemental Information**

ZOD Check Box Help for Completion of the UIC Notification Memorandum

Below is a discussion about situations that are possible with respect to an in situ, injection-type remediation strategy with Chapter 62-520, F.A.C., and the necessity for delineation of a ZOD and supplemental monitoring of the ZOD. Depending on the nature of the fluid to be injected, more than one situation below may apply.

- When no ZOD permission is necessary. If the remediation fluid to be injected meets the primary and secondary groundwater standards and minimum groundwater criteria at the point of discharge, it is not necessary to delineate and seek permission for a ZOD. No groundwater monitoring for underground injection control ZOD purposes is necessary. The only groundwater monitoring necessary is that which would normally be required for the COCs.
- When reagents (i.e., ingredients of remediation products) require permission for a ZOD by rule. If a remediation fluid to be injected does not meet the secondary groundwater standards, or the prime constituents of the remediation reagents in that fluid do not meet primary groundwater standards or minimum groundwater criteria at the point of discharge during active remediation, then permission for a ZOD can be granted by way of paragraph 62-520.310(8)(c), F.A.C., without the need to request a variance. In this situation, the groundwater in the ZOD must be monitored for those constituents of the reagents that do not meet their groundwater standards. In most cases, monitoring on a quarterly basis will suffice, and shall continue for each constituent until it reaches its groundwater standard or naturally-occurring background concentration at the cleanup site, whichever is less stringent. The key point to note in this situation, with respect to ZOD permission for a primary groundwater standard by way of rule, is that the primary contaminant (i.e., the ingredient chemical species of concern) must be a prime constituent of the reagent used to remediate the site's petroleum contaminants. For example: If potassium nitrate is a reagent, then permission for a ZOD can be granted by paragraph 62-520.310(8)(c), F.A.C., because the nitrate (which is a primary groundwater contaminant) is a prime constituent of the reagent being used to remediate the petroleum contaminants. The foregoing discussion about reagents is only one of several aspects of paragraph 62-520.310(8)(c), F.A.C. In this situation, the reviewer attaches to the UIC Notification Memorandum a figure that delineates the ZOD.
- When a site's contaminants of concern in a re-injection system require permission for a ZOD by rule. This is another aspect of paragraph 62-520.310(8)(c), F.A.C. If the fluid to be injected is part of a re-injection type treatment system that only partially treats recovered contaminated groundwater prior to re-injection, then paragraph 62-520.310(8)(c), F.A.C., provides a way to grant permission for a ZOD for the COCs in the re-injected fluid that are still in excess of their maximum allowable standards. Normal groundwater sampling at monitoring wells during active remediation will be sufficient to verify there are no COCs in the ZOD by the conclusion of active remediation, or post remediation monitoring. In this situation, the reviewer attaches to the UIC Notification Memorandum a figure that delineates the ZOD.

**Underground Injection Control Notification Memorandum for In Situ Injection-Type Aquifer
Remediation Projects: Instructions and Supplemental Information**

- o When impurities in the reagents require permission for a ZOD by variance. A variance is necessary for ZOD permission when the fluid to be injected contains impurities that are not prime constituents of the reagents used to remediate a site's petroleum contaminants, and those impurities themselves are regulated as primary groundwater contaminants, and their concentrations in the fluid to be injected exceed primary standards at the point of discharge. Examples of reagents that often need to seek permission for a ZOD by way of variance are potassium permanganate and sodium permanganate, because they contain heavy metal impurities such as cadmium, chromium, vanadium, mercury, etc., that play no active role in the remediation. In this case, the responsible party's agent must petition for the necessary variance in order to obtain permission for the ZOD. A variance, when granted, will require that the groundwater in the ZOD be monitored for the impurities during and following active remediation to verify that their concentrations return to their respective primary groundwater standards or naturally-occurring background concentrations at the remediation site, whichever is less stringent. In most cases, monitoring on a quarterly basis will suffice. In this situation, the reviewer attaches to the UIC Notification Memorandum a figure that delineates the ZOD.

Additional Notes for Completion of the UIC Notification Memorandum

- Note 1. The UIC Notification Memorandum must be completed by a DEP employee of the Division of Waste Management or a DEP District Office. A person working for a consultant company preparing a RAP may complete some portions of the memo to expedite the DEP's review but if so, the "From" and "Date" blanks and the date of RAP approval and phone number should be left blank for the DEP technical reviewer to complete after verifying other information in the memo is accurate.
- Note 2. If an injection well installation contractor has not yet been selected, then indicate the name and address of the project's general remediation contractor/consultant.
- Note 3. Complete chemical analysis of the fluid to be injected is required by Chapter 62-520.310(8)(c), F.A.C. Some remediation products and processes may have already submitted this information at the time of application for acceptance by the Innovative Technology Acceptance Program. For those situations, when completing the Fluid To Be Injected section of the UIC Notification Memorandum, it will suffice to indicate: (1) an Innovative Technology Acceptance letter has been issued;

Underground Injection Control Notification Memorandum for In Situ Injection-Type Aquifer Remediation Projects: Instructions and Supplemental Information

(2) the date of the acceptance letter; (3) the acceptance letter contains the chemical analysis, or a voucher for the confidential disclosure of the injected fluid's chemical composition if it is a proprietary formulation; and (4) the fluid will be injected at concentrations that are less than or equal to those cited in the acceptance letter. For products and processes that do not hold an Innovative Technology Acceptance letter, but for which the site-specific Remedial Action Plan provides a complete description of the chemical composition of the fluid to be injected, it will be necessary to enter this information into the Fluid To Be Injected section of the UIC Notification Memorandum.

Paragraph 62-520.310(8)(c), F.A.C., is included in its entirety below, for FDEP-approved aquifer remediation projects that use Class V, Group 4, injection wells:

"A zone of discharge shall be allowed for primary standards for ground water for closed-loop re-injection systems and for the prime constituents of the reagents used to remediate site contaminants, and for the secondary standards for ground water, as specified in a Department-approved remedial action plan that addresses the duration and size of the zone of discharge, and ground water monitoring requirements".



Cameron-Cole

June 27, 2016

Mr. Glenn Griffith
Brownfields Coordinator
Escambia County Neighborhood & Human Services Division
221 Palafox Place, Suite 305
Pensacola, Florida 32502

**RE: Cost Estimate and Proposal
Dewatering Treatment System Design, Rental, and Operation
Corinne Jones Park Stormwater Project
Intendencia and Government Street
Pensacola, Florida 32502**

Dear Mr. Griffith:

As requested, Cameron-Cole, LLC (Cameron-Cole) has prepared the following revised scope of services and cost estimate for your consideration. The proposed scope of services has been prepared based upon input received from representatives of the City of Pensacola (City), the Florida Department of Environmental Protection (FDEP), and Escambia County (County). The scope of services includes engineering design, installation, and operation of a temporary groundwater treatment system that is to be used to treat contaminated groundwater recovered by a dewatering system. The dewatering system has already been installed by contractor(s) working for the City to construct the new stormwater pond at the site. Treatment of the groundwater recovered by the dewatering system is required due to the presence of organochlorine pesticides that are attributed to a contaminant plume associated with the Former Escambia County Mosquito Control Brownfield site located at 603 West Romana Street. Cameron-Cole understands use of the treatment system will be required for approximately 60 to 90 days. Based on this information, short-term rental of the treatment equipment has been proposed. Additional details regarding the proposed scope of services and cost estimate are provided in the following sections.

Dewatering Treatment System Design

Cameron-Cole will design a dewatering treatment system for the project in accordance with Chapter 62-780.500(4) Florida Administrative Code (F.A.C.). Based on discussions with representatives of the FDEP, Cameron-Cole understands the dewatering effluent must meet the marine surface water standards for the identified chemicals of concern as specified in Chapter 62-777, F.A.C. The specific chemicals of concern are gamma-hexachlorocyclohexane (a.k.a. Lindane) and its associated isomers. Prior to development of the treatment system design, Cameron-Cole will coordinate with the City to confirm key design input parameters including anticipated maximum and minimum flow rates, influent

creating sustainable success

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168

www.cameron-cole.com

S:\Completed Proposals\Prop\2016\482-2732R



water quality and turbidity, discharge piping requirements, anticipated point of discharge, and potential locations for staging of the temporary treatment system. For the purposes of this cost estimate Cameron-Cole has assumed a maximum flow rate of 650 gallons per minute (gpm) and a nominal flow rate of 300 gpm. Influent concentrations and make-up water turbidity have been assumed based upon data collected last month during the initial startup of the dewatering system. Following the meeting with the City and construction contractor, Cameron-Cole will collect another sample of the actual dewatering system influent for performance of a bench test by the selected treatment system vendor. The bench test will be used to properly size the treatment system and determine if supplementary carbon polishing will be required to meet applicable discharge criteria. Please note, a pilot study is typically required to confirm discharge criteria can be met and to more accurately estimate bag filter usage rates. However, due to the accelerated timeframe required for completion of the design and associated expense, performance of a field pilot study has not been proposed. The proposed dewatering treatment system design will be submitted to the FDEP for review and approval prior implementation.

Dewatering Treatment System Rental and Operation Oversight (Two Months)

Upon approval of the proposed treatment system design, Cameron-Cole will coordinate and oversee mobilization and setup of the treatment system. It is assumed the treatment and associated monitoring frequency will be approved by the FDEP without comment. For the purposes of estimating the rental cost of the treatment system, a preliminary design was developed based on an assumed maximum flow rate of 650 gpm and make-up water quality as shown on the attached table. The primary elements of the preliminary design include one 21,000-gallon settling tank, one 21,000-gallon fractionating tank, and two parallel series of four, 1,500-pound, liquid-phase granular carbon canisters. Costs for delivery, setup, and two month rental of a final coconut-carbon cartridge polishing system have also been included as a separate line item. The need for the polishing system in order to meet discharge criteria will be determined based upon the results of the bench test.

The primary treatment system will be configured with a series of particulate filters (10-micron and 1-micron) to mitigate pre-mature fouling of the carbon canisters. These particulate filters must be replaced as they become loaded with sediment. The required frequency of filter replacement is highly dependent upon make-up water quality and can vary significantly. Therefore, a conservative best estimate of 584/each of the 10-micron and 1-micron filters have been specified in this budgetary cost estimate, based upon currently available data. Costs associated with characterization and proper disposal of the spent particulate filters and carbon media have also been included in this budgetary cost estimate. These costs assume the spent particulate filters and carbon media can be appropriately disposed of as non-hazardous waste and that a representative of Escambia County will be available to review and sign all required disposal paperwork and manifests.

Following delivery and setup of the dewatering treatment system, Cameron-Cole personnel will operate the system for a base period of 60 days. The operation will include monitoring and as needed replacement of particulate filters, fueling of the system pumps, and collection and laboratory analysis of system influent and effluent samples to monitor and track discharge water quality. Collection of system samples will be conducted daily for the first three days, weekly for the first month, and bi-weekly during the second month. The samples will be analyzed with a rush 48-hour turnaround time.

Additional 30 Days Dewatering Treatment System Operation & Hazardous Waste Disposal (Contingent)

Cameron-Cole's current understanding is the base period of construction requiring dewatering that will occur in proximity to the contaminant plume associated with the Former Mosquito Control Brownfield site is estimated to be 60 days. A unit cost to rent and operate the treatment system for an additional 30 days has been provided as a contingent cost. Upon notification from the City and County that use of the treatment system is no longer required, the treatment system will be demobilized from the site. Prior to demobilization, the system must be cleaned of accumulated sediment and associated waste materials characterized for proper disposal. It is assumed these materials will be determined non-hazardous; however, estimated costs for disposal of the spent carbon media and/or recovered sediment as a hazardous waste have also been included as a separate line item.

Project Management and Reporting

Cameron-Cole will coordinate and provide the above described services on a turnkey basis. This includes obtaining required regulatory approvals, data collection and regulatory reporting, and coordination with all our selected subcontractors, the County, and the City. All design documents and regulatory submittals will be prepared and certified by a Florida-registered professional engineer or geologist, as applicable.

The estimated costs to complete the described scope of services are provided on the attached Project Budget. Please note, this estimate has been developed based upon currently available data and the assumptions specified herein and consequently reflect our best estimate of the activities that that will be required to complete the described scope of services. In the absence of a pilot test, it is possible additional treatment, such as polymer injection, may be required to meet the very low discharge requirements driving this project (5 parts per trillion alpha-hexachlorocyclohexane or alpha-HCH). Actual quantities of expendable items (filters, cartridges, granular activated carbon, etc.) and waste materials will likely differ from those estimated. The County will only be billed for actual quantities required to complete the project. Additional charges beyond those outlined in this scope of work and requested by Escambia County such as responses to regulatory comments, meetings with attorneys, or other outside parties will be invoiced in accordance with the firm's current fee schedule and any applicable subcontractor fees. Cameron-Cole will perform the work in accordance with the terms and conditions specified in Master Services Agreement PD 06-07.038 between Escambia County, Florida and Cameron-Cole for Professional Consulting Services, executed April 9, 2008.

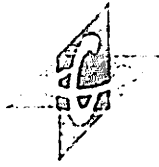
We are prepared to initiate the work upon receipt of a Purchase Order, Task Order, and Notice to Proceed. Cameron-Cole appreciates the opportunity to provide our services. Should you have any questions, please feel free to contact us at (850) 434-1011.

Sincerely,


Ben Fortson, P.G.
Geologist III


John H. Bondurant
Executive Vice President

Attachment



Cameron-Cole

**Project Budget
Dewatering Treatment System Design, Rental, and Operation
Corinne Jones Park Stormwater Project
Intendencia and Government Street
Pensacola, Florida**

Dewatering Treatment System Design

Professional Services.....	\$ 8,688.00
Treatment System Design Bench Test.....	\$ 700.00
Laboratory Analyses	\$ 600.00
 Subtotal Dewatering Treatment System Design.....	 \$ 9,988.00

Dewatering Treatment System Rental and Operation Oversight (Two Months)

Professional Services.....	\$ 37,940.00
Treatment System Rental (Includes Delivery, Setup, and Removal).....	\$ 92,380.00
Cartridge Filter System Rental (Includes Delivery, Setup, and Removal)	\$ 15,800.00
Bag and Cartridge Filters (Estimated)	\$ 21,989.48
Diesel Fuel – (Estimated).....	\$ 11,250.00
Laboratory Analyses - (Estimated).....	\$ 11,740.00
Non-Hazardous Waste Disposal (Estimated).....	\$ 7,535.00
 Subtotal Dewatering Treatment System Rental and Operation Oversight.....	 \$198,634.48

Project Management and Reporting

Professional Services.....	\$ 19,014.00
 Subtotal Project Management and Reporting.....	 \$ 19,014.00

**Total Estimated Cost Dewatering Treatment System Design,
Rental, and Operation Oversight for Two Months..... \$227,636.48**

Contingent Costs

Additional Monthly Treatment System Rental and Operation

Professional Services.....	\$ 12,180.00
Treatment System Rental (Per Month).....	\$ 22,575.00
Cartridge Filter System Rental (Per Month).....	\$ 6,000.00

creating sustainable success

Bag & Cartridge Filters (Estimated)	\$ 9,345.30
Diesel Fuel (Estimated).....	\$ 5,625.00
Laboratory Analytical (Estimated).....	\$ 2,400.00
Non-hazardous Waste Disposal (Estimated).....	<u>\$ 1,010.00</u>

Additional Monthly Treatment System Rental and Operation..... \$ 59,135.30

Hazardous Disposal of Carbon Media and Filters

Professional Services.....	\$ 3,955.00
Waste Transportation and Disposal (Estimated).....	<u>\$ 25,273.22</u>

Hazardous Disposal of Carbon Media and Filters..... \$ 29,228.22

Total Contingent Costs..... **\$ 88,363.52**



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

NEIGHBORHOOD & HUMAN SERVICES
221 Palafox Place
Pensacola, Florida 32502
Phone: 850.595-3688
www.myescambia.com

TASK ORDER FORM TASK ORDER – PD 13-14.020-1-1-NHS

Corinne Jones Park Stormwater Pond Dewatering Treatment of Escambia County Mosquito Control
Property Contamination Plume Dewatering Treatment System Design, Rental and Operation

1.0 Authorization

This task order is issued under approval of the Board of County Commissioners, Escambia County, Florida, June 3, 2014 and under the terms and conditions of Contract No PD 13-14.020, Cost Center 370213 and Object Code 53101 in an amount not to exceed \$316,000.00

2.0 Scope

Under this task order, the Consultant (Cameron-Cole) will provide Escambia County with the following Tasked Services as per Cameron Cole Scope of Work dated June 27, 2016:

- Task 1- Dewatering Treatment System Design
- Task 2- Dewatering Treatment System Rental and Operation Oversight (Two Months)
- Task 3- Additional 30 Days Dewatering Treatment System Operation & Hazardous Waste Disposal (Contingent)
- Task 4- Project Management and Reporting

3.0 Schedule

The work authorized herein shall be completed within 220 calendar days of receipt of this executed task order.

4.0 Compensation

This Task Order is issued for \$227,636.48 with Contingency allowance of \$88,363.52 as per attached Scope of Work and Cost Estimate for a total lump sum of \$316,000. Progress invoices may be submitted every 30 days subject to the terms and conditions of PD 13-14.020.

5.0 Progress Meetings

The Consultant shall schedule progress review meetings with the County project manager as necessary to discuss any questions or issues that may arise during document review.

Issued by: Glenn Griffith
Glenn Griffith, Environmental Project Manager
Escambia County
6/28/16
Date

Accepted by: John Bondurant
John Bondurant
Cameron Cole, LLC
6/28/16
Date

Solid Waste Voluntary Cleanup Tax Credit Completeness Checklist

Application #: _____ Brownfield ID#: 170502001

Applicant's Name: Escambia County Board of County Commissioners

Address: 221 Palafox, OCH 4th Fl, Rm 314

Pensacola Florida 32502

(City) (State) (Zip code)

Phone Number: (850) 595 - 3538 E-mail: gcgriffi@myescambia.com

(Area code)

FEID#/SSN: 596000598

(Circle One)

1. Is the applicant's solid waste financial affidavit on page 9 signed and notarized? YES NO
2. Is the required supporting documentation included (i.e., contracts, invoices, etc.)? YES NO
3. Is all information certified by the CPA (page 11)? YES NO
4. Is the CPA's Report included? YES NO
5. Was a technical professional certification (page 12) required? YES NO
6. If the technical professional certification was required, was page 12 signed and sealed? YES NO N/A
7. Were the costs claimed incurred and paid within the eligible timeframe? YES NO
8. Is the \$250 application review fee enclosed? YES NO
9. Is proof of applicant's BSRA enclosed (cover page and signature page)? YES NO N/A
10. If there are **multiple** applicants...
 - Has each applicant submitted a copy of Section I, #1. of the application? YES NO N/A
 - Has each applicant signed and notarized the financial affidavit on Page 9? YES NO N/A
 - Does each financial affidavit indicate the applicant's cost share percentage? YES NO N/A
11. Is the application complete? YES NO
 (Any "NO" answers = incomplete)
12. If the application is incomplete, has the applicant been notified? YES NO
 (if Yes, when ____/____/____)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11605

County Administrator's Report 12. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/19/2017

Issue: Supplemental Budget Amendment #49 - FEMA/State Proceeds for the Construction of the Jail Facility

From: Amy Lovoy, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #49 Recognizing Anticipated Proceeds from the Federal Emergency Management Agency and the State of Florida for the Construction of the New Jail Facility - Amy Lovoy, Assistant County Administrator

That the Board adopt the Resolution approving Supplemental Budget Amendment #49, Local Option Sales Tax III Fund (352), in the amount of \$48,488,632, to recognize the proceeds of project worksheet 1006 from the Federal Emergency Management Agency (FEMA) and the State of Florida and to appropriate these funds for the construction of the jail project.

BACKGROUND:

In April 2014 the County sustained significant damage to the Central Booking Detention Facility (CDBF). Since that time, the County has worked with FEMA and the State of Florida to be reimbursed for certain costs associated with the construction of the new facility. This amount is the capped amount that should be received from FEMA and the State of Florida and represents 87.5% of the estimated costs that would have been incurred had a similar facility to the one destroyed be built.

BUDGETARY IMPACT:

These funds will be recognized and appropriated in the LOST fund. This fund has cash significant enough to cash-flow this project until funds are received from FEMA and the State of Florida.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

017sa049

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

**Resolution Number
R2017**

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 project worksheet from FEMA that will reimburse the County for portions of the costs associated with the construction of the jail project, and these funds must be recognized and appropriated into the current year's budget.

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, 2017:

Local Option Sales Tax III Fund Name	352 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
FEMA Reimbursement	352	331203	41,561,685
State DCA Reimbursement	352	334253	6,926,947
Total			<u>\$48,488,632</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Buildings	352/290407	56201	48,488,632
Total			<u>\$48,488,632</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

D. B. Underhill, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#49



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11569 **County Administrator's Report** **12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/19/2017
Issue: PEDC Annual Funding
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pensacola Escambia County Promotion & Development Commission Funding for Fiscal Year 2016/2017 - Amy Lovoy, Assistant County Administrator

That the Board discuss the request from the FloridaWest Chief Executive Officer for both the second quarter funding draw (\$137,500) for the Pensacola-Escambia Development Commission (PEDC) and for funding for the remainder of the Fiscal Year (\$412,500).

[Funding Source: Fund 102, Economic Development Fund, Cost Center 360704]

BACKGROUND:

On September 20, 2016 the Board agreed to fund PEDC 25% of a total allocation of \$550,000. FloridaWest is requesting their second quarterly draw of \$137,500 and asking for the Board to approve funding for them through the remainder of the fiscal year. The funding provided to PEDC serves as a pass through to FloridaWest for operating expenses.

BUDGETARY IMPACT:

Funds are available in the Economic Development Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Chapter 89-481, Laws of Florida requires the fiscal contribution to PEDC be established annually by interlocal agreement between the City of Pensacola and the County. Should the Board decide to increase funding to PEDC an amended interlocal agreement will be prepared and submitted for approval at the next available Board of County Commission meeting.

Attachments

PEDC Funding

T: 850.898.2201
info@floridawesteda.com
floridawesteda.com

117 West Garden Street
Pensacola, Florida 32502



December, 29 2016

Jack R. Brown
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 3502

RE: PEDC Q2 Invoice Escambia County

Dear Jack,

I am respectfully submitting our request for second quarter funding for the Pensacola Escambia County Promotion & Development Commission (PEDC). We are asking for the Escambia County Commission to approve our funding for the remainder of the 2016 – 2017 fiscal year which will allow both PEDC and FloridaWest EDA to continue its efforts as it relates to our economic development program of work.

I would also ask that the Commission move forward with its one appointment to the PEDC Board, currently held by Blaise Adams, and its two appointments to the FloridaWest EDA Board, which are currently vacant.

Please let me know if you need anything further or have additional questions. You may reach me by telephone at 850-898-2201, or by email at sluth@floridawesteda.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Luth". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Scott Luth
Chief Executive Officer
FloridaWest Economic Development Alliance
117 W Garden Street
Pensacola, FL 32502

Pensacola Escambia County Promotion & Development
Commission
117 W. Garden Street
Pensacola, FL 32502

Invoice

Date	Invoice #
12/29/2016	176

Bill To
Ms. Katie MacArthur Escambia County PO Box 1591 ATTN:Budget Office Rm 440 Pensacola, FL 32597-1591

Description	Amount
Quarterly Pensacola Escambia Development Contribution Covering January 1, 2017 - March 31, 2017	137,500.00
Total	\$137,500.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11604 **County Administrator's Report** **12. 2.**
BCC Regular Meeting **Discussion**

Meeting Date: 01/19/2017
Issue: Tourist Development Council
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Tourist Development Council - Jack R. Brown, County Administrator

That the Board take the following action concerning the Tourist Development Council:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Nan Harper to the Tourist Development Council (TDC), for a four-year term, effective retroactively January 6, 2017, through January 5, 2021, as an "Interested in Tourism" appointee; or

B. Appoint James Campbell to the Tourist Development Council, for a four-year term, effective January 19, 2017, through January 18, 2021, as an "Interested in Tourism" appointee.

Ms. Harper is the only citizen who responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from November 3, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" representative on the TDC.

The Board voted to drop the Recommendation to reappoint Ms. Harper to the TDC that was submitted for the December 8, 2016, BCC Agenda and directed staff to re-advertise for volunteers to be considered for the appointment. Mr. Campbell responded to the General Alert that was posted on the County's Website, from December 13, 2016, to December 27, 2016. He indicated in his email that he would like to be considered for appointment to the Tourist Development Council (TDC) as well as the Pensacola-Escambia Development Council.

BACKGROUND:

Ms. Nan Harper is the only citizen who responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from November 2, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" representative on the TDC.

The Board voted to drop the Recommendation to reappoint Ms. Harper to the TDC that was submitted for the December 8, 2016, BCC Agenda and directed staff to re-advertise for volunteers to be considered for the appointment. Mr. Campbell responded to the General Alert that was posted on the County's Website, from December 13, 2016, to December 27, 2016. He indicated in his email that he would like to be considered for appointment to the Tourist Development Council (TDC) as well as the Pensacola-Escambia Development Council.

Ms. Harper's Biography and Mr. Campbell's Resume are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

[Nan Harper's Email and Bio](#)

[James Campbell's Email and Resume](#)

[11-3-2016 General Alert - Tourist Development Council](#)

[12-13-2016 General Alert Tourist Development Council](#)

Judy H. Witterstaeter

From: Nan Harper [nanharper@nanharper.com]
Sent: Wednesday, November 16, 2016 11:31 AM
To: Judy H. Witterstaeter
Subject: Re: Tourist Development Council

Good Morning,

If there is a space on the Tourist Development Council, I volunteer my services. I have observed the expanding opportunities that the Council has offered through the years, and feel that the advantages of Visit Pensacola's inclusion will greatly enhance the continued success of tourism in Escambia County and Northwest Florida.

Nan Harper

Nan Harper
Realtor/Owner
Island Realty
Pensacola Beach Florida 32561
www.pnsbeach.com
Office 850-916-7188
Cell 850-293-9321

Nan Harper Bio

Nan Harper is passionate about the provincial charm of Escambia County and believes in the potential to incorporate its assets into an enclave of educational, cultural, and historic significance as a tourist destination highlighting these areas of interest. The concerted efforts of Visit Pensacola are bringing to fruition many of these expectations.

Nan is Realtor-owner of Island Realty on Pensacola Beach. She was President of the Pensacola Association of Realtors and State President of Florida's Women Council of Realtors. She feels that participation in community affairs is important as a service to her fellow citizens.

She is President of Pensacola's Sister Cities International, which has 8 Sister City relationships, two of which have been established during her term as leader of the organization. Economic opportunities have been implemented via these relationships: Spanish Jeweler Jaime Moreno partnered with Pensacola's Rock Hard, for an exposition held at Rock Hard's studio in Pensacola in 2013.

She formerly served as Chairman of the Pensacola International Relations Committee, and was Vice President of the Pensacola Beach Chamber of Commerce. She is President-Elect of Pensacola Navy League.

The wide variety of elements which add to the quality of life in this community is an invaluable asset which should be protected and strengthened. Community effort will be the key to enhancing the natural attractions which make the area the treasure of the northwest gulf coast.

**Nan Harper
Owner-Realtor Island Realty
45 Via de Luna Drive
Pensacola Beach, Florida 32561-2003**

NanHarper@NanHarper.com

Dinahmetrie Anglin

From: James Campbell [jimbohcampbellii@gmail.com]
Sent: Tuesday, December 27, 2016 12:44 PM
To: Dinahmetrie Anglin
Subject: Application for both the TDC and the PEDC

Mrs Anglin,

I would like to be considered for the Pensacola Escambia Development Council and the Tourist Development Council. Here is my resume.

I sent this to you since Mrs. Witterstaeter is out of the office. Could you please see she receives this information.



James Campbell Resume 1.pdf

Thank you,
James Campbell

JAMES CAMPBELL

7214 Lago Vista Court, Pensacola, FL 32506 H: 850 255-0313 ♦ C: 850 255-0313 ♦ jimbohcampbellii@gmail.com

PROFESSIONAL SUMMARY

Young interested local who is ready to spread the good news of Pensacola to the rest of Florida and to the rest of the world.

SKILLS

I am a manager of a convenience store selling gasoline on Gulf Breeze Parkway between the city of Pensacola and the Beach. I have seen, listened, and spoke with both locals and tourists asking what works and what may be changed to better facilitate their daily lives. I understand that I am not a business owner, but I have led this store for eight years and I have a pretty good grasp on what the local needs and what a tourist is searching for.

I have always been an avid believer in keeping your ear to the ground and your eyes open seeing what is going on around you and how the world is interacting with you. I strive to understand how a simple action by one person or group can impact those around that entity.

WORK HISTORY

Convenience Store Manager, 08/2008 to Current

Puckett Oil Company – 356 Gulf Breeze Parkway Gulf Breeze, FL 32561

I am the manager of a convenience store. Along with handling employment issues, including hiring and firing, I also prepared daily and monthly paperwork, ordered weekly supplies, and planned and implemented sales planograms.

Line cook; Prep cook, 03/2008 to 07/2008

Benningan's Restaurant – 7253 Plantation Road Pensacola, FL 32504

Including preparing dishes and parts of dishes for the cooks on the line to make for customers, I also unloaded and stocked the store weekly, cooked on the line weekly, and cleaned dishes.

Stock Room Team Member, 05/2005 to 03/2008

Target – 1749 East 9 Mile Road Pensacola, FL 32514

Once finished unloading daily trucks, I assisted in stocking shelves with merchandise, organizing and checking dates through out. I also helped back stock items that were not needed and kept both the store and the back room clean.

EDUCATION

Bachelor of Science: N/A

University of West Florida - 11000 University Parkway Pensacola, FL 32514

Associate of Arts: General (Mathematics), 2005

Pensacola Junior College - 1000 College Boulevard Pensacola, FL 32504

AFFILIATIONS

Treasurer, Northwest Florida Libertarian Party

Region 1 Representative, Libertarian Party of Florida

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Thursday, November 03, 2016 8:28 AM
To: Judy H. Witterstaeter
Subject: Volunteer Sought for the Tourist Development Council



News Center



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Volunteer Sought for the Tourist Development Council

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" representative on the Escambia County Tourist Development Council.

Escambia County residents interested in serving on the Tourist Development Council are asked to submit a resume and letter indicating their desire to serve on the council by the close of business on Wednesday, Nov. 16. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

The Escambia County Tourist Development Council was created in accordance with Florida Statutes through County Ordinance 77-34, and revised by County Ordinance 89-7. The council's duties are to review each proposal for expenditure of funds to determine if it complies with the Tourist Development Plan as outlined in the ordinance. The ordinance provides that the council is to review all expenditures of revenue from the trust fund; expenditures that the council believes to be authorized are to be reported to the county commission and the Florida Department of Revenue.

Members shall be owners/operators of motels, hotels, recreational vehicle parks or other tourist accommodations in the county and subject to the tax, and/or individuals involved in the tourist industry or who have demonstrated an interest in development but are not owners/operators within the tourist industry. Council

members serve a four-year term of office and meet quarterly for approximately two hours.

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



**Community and Media
Relations**

Phone: (850) 595-3476

Email: cmr@myescambia.com

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Tuesday, December 13, 2016 3:03 PM
To: Judy H. Witterstaeter
Subject: Volunteer Sought for the Tourist Development Council

my escambia

News Center



[Click HERE to View in Browser](#)

Volunteer Sought for the Tourist Development Council

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" representative on the Escambia County Tourist Development Council.

Escambia County residents interested in serving on the Tourist Development Council are asked to submit a resume and letter indicating their desire to serve on the council by the close of business on Tuesday, Dec. 27. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

The Escambia County Tourist Development Council was created in accordance with Florida Statutes through County Ordinance 77-34, and revised by County Ordinance 89-7. The council's duties are to review each proposal for expenditure of funds to determine if it complies with the Tourist Development Plan as outlined in the ordinance. The ordinance provides that the council is to review all expenditures of revenue from the trust fund; expenditures that the council believes to be authorized are to be reported to the county commission and the Florida Department of Revenue.

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development but are not owners/operators within the tourist industry. Council members serve a four-year term of office and meet quarterly for approximately two hours.

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**Community and Media
Relations**

Phone: (850) 595-3476

Email: cmr@myescambia.com



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11625 **County Administrator's Report** **12. 3.**
BCC Regular Meeting **Discussion**

Meeting Date: 01/19/2017

Issue: Pensacola-Escambia Development Commission

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

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

That the Board take the following action concerning the Pensacola-Escambia Development Commission:

A. Waive the Board's Policy, Section I, Part B 1.(D), Appointment Policy and Procedures, and reappoint M. Blaise Adams to the Pensacola-Escambia Development Commission (PEDC), for a two-year term, effective retroactively January 3, 2017, through January 2, 2019; or

B. Appoint one of the following citizens to the PEDC, for a two-year term, effective January 19, 2017, through January 18, 2019:

1. Adam D. Principle;
2. James Campbell;
3. William "Bill" Fetke; or
4. Ronald D. Rivera.

Escambia County's Community and Media Relations Office posted a General Alert on the County's website from November 2, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment to the PEDC. Mr. Adams is the only citizen who responded to the General Alert.

The Board voted to drop the Recommendation to reappoint Mr. Adams to the PEDC that was submitted for the December 8, 2016, BCC Agenda and directed staff to re-advertise for volunteers to be considered for the appointment. Mr. Principle, Mr. Campbell, Mr. Fetke, and Mr. Rivera responded to the General Alert that was posted on the County's Website, from December 13, 2016, to December 27, 2016.

Mr. Campbell indicated in his email that he would like to be considered for appointment to the Tourist Development Council as well as the Pensacola-Escambia Development Council.

BACKGROUND:

This Commission was established through the adoption of a legislative act in 1989, HB 984, Amending Chapter 67-1365, Laws of Florida providing for a change in the membership structure of the Pensacola-Escambia Development Commission (PEDC) with its purpose being to actively seek new industry for the area, and expansion of existing industries. It is responsible for promoting tourism and convention activities for the Escambia County area.

Escambia County's Community and Media Relations Office posted a General Alert on the County's website from November 2, 2016, to November 16, 2016, to seek residents interested in volunteering to be considered for an appointment to the PEDC. Mr. Adams is the only citizen who responded to the General Alert.

The Board voted to drop the Recommendation to reappoint Mr. Adams to the PEDC that was submitted for the December 8, 2016, BCC Agenda and directed staff to re-advertise for volunteers to be considered for the appointment. Mr. Principle, Mr. Campbell, Mr. Fetke, and Mr. Rivera responded to the General Alert that was posted on the County's Website, from December 13, 2016, to December 27, 2016.

Mr. Adams has expressed the desire to continue to serve. His Biography as well as the Resumes of the other applicants are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Blaise Adams' Email and Bio

Email from Dawn Troche with Adam D. Principe's Resume Attached

James Campbell's Email and Resume

William "Bill" Fetke's Email and Resume

Ronald D. Rivera's Letter and Resume

11-02-2016 General Alert

12-12-2016 General Alert

Judy H. Witterstaeter

From: Blaise Adams [MAdams@my100bank.com]
Sent: Tuesday, November 15, 2016 9:18 AM
To: Judy H. Witterstaeter
Subject: RE: Pensacola-Escambia Development Commission

Judy;

I would be interested in continuing my service on the PEDC in light of the fact that we are working on several projects that I am very familiar with and feel that I can provide important input as we bring these projects to closure over the course of the next 12-24 months.

There have been no changes to the bio that I previously submitted when I was originally nominated to PEDC so feel free to use the one in file.

Feel free to contact me if you require additional information regarding this matter.

Thanks
Blaise

Biography

M. Blaise Adams

Blaise Adams has been employed in the banking industry since 1981 when he entered a management training program at a regional bank based in Macon, Georgia . Upon completion of the program, Adams assumed responsibility for management of the Bank's credit department and served in this capacity for 2 years before relocating to Pensacola, Florida and assuming a position as a Commercial Lender for Sun Bank. After 4 years at Sun Bank, Adams then was hired as Vice-President/Commercial Lender at Citizens & Peoples National Bank in Pensacola. Adams was later promoted to Senior Vice-President/Senior Credit Officer at C&P and assumed responsibility for the Bank's credit department and oversight of the Bank's commercial lending activities including credit approval and portfolio management. During his tenure in this capacity Adams implemented policies and procedures to assist the bank in conforming to compliance with newly issued lending regulations adopted by the Office of the Comptroller of the Currency (OCC). In addition, Adams implemented strategies that resulted in a significant improvement in the Bank's commercial credit metrics. In 1993, Adams was recruited by AmSouth Bank as Senior Vice-President and Senior Credit Officer for its NorthWest Florida region which included offices in Pensacola, Ft. Walton, Destin, Panama City and Tallahassee. Adams was vested with credit approval authority of \$3 million and actively participated in business development activities with the Relationship Managers in each of the region's markets. In 1995 Adams transitioned to the position of Senior Vice-President /Area Commercial Banking Sales Manager for the NorthWest Florida Region. In this capacity Adams was responsible for the region's Commercial Banking, Commercial Real Estate and Treasury Management sales activities resulting in loan, deposit and fee income production.

In the latter part of 2006, Adams was approached by a group of local businessmen seeking to start a new community bank in Escambia County. Adams engaged a consultant and met with representatives of the Licensing Division of the Florida Department of Banking to discuss the application for a new bank charter. In early 2007 Adams was approached by the CEO and CFO of Alabama National Bancorporation (ANB) in Birmingham, Alabama to discuss their interest in establishing a presence in Florida. After extensive discussion and negotiation, Adams agreed to form a new Bank in Escambia County under the ANB umbrella. Adams joined ANB in March of 1997 and the Citizens & Peoples Bank opened for business on August 15, 1997 with Adams serving as CEO, President and Director. A second location was opened in Downtown Pensacola in May of 1998 and a third location on Airport Boulevard in August of 2002. In March of 2005 ANB merged C&P into its Baldwin County, AL affiliate First Gulf Bank. The headquarters of First Gulf was relocated to Pensacola and Adams was named President of the merged operation. A fourth Pensacola location was opened in June, 2005.

In February of 2007 ANB entered into a definitive agreement to be acquired by RBC Bank – the U.S. affiliate of the Royal Bank of Canada. ANB was merged into RBC in early 2008 and Adams was named Market Executive for the Pensacola market. Early in 2010 RBC entered into a corporate reorganization and the Market Executive position was eliminated throughout the corporate structure. Adams was named Team Leader of the Portfolio Resolution Group for the Alabama and Northwest Florida markets. In December 2011 RBC entered into a definitive agreement to be acquired by PNC Bank. RBC was merged into PNC in March of 2012 and Adams assumed the position of Team Leader of the Alabama and Northwest Florida unit of the Asset Resolution Team.

During the last 15 years, Adams has been very active in local civic and charitable organizations. He served 2 terms as Vice-Chair of Economic Development for the Pensacola Area Chamber of Commerce and as Chairman in 2010. Under Adams leadership, the Chamber embarked on a national search for a CEO that resulted in the hiring of Jim Hizer who previously served as CEO of the Bowling Green, Kentucky Chamber of Commerce. In addition, Adams spearheaded an effort to significantly increase both private and public sector funding of the Chamber's economic development efforts through a fundraising campaign known as Vision 2015. A feasibility study performed by the Chamber's fundraising consultant, National Community Development Services (NCDS) indicated a capacity of \$5.0 million for a 5 year campaign. Based on the addition of Hizer to the Chamber staff and a compelling case to create 3,000 jobs over the 5 year term of the campaign, over \$8 million was committed by the private and public sectors and more importantly the percentage of private sector funding of the Chamber increased from 25% to 65%. Adams remains as an ex-officio member of the Chamber Board of Directors and serves as Chair of the Pensacola Innovation Network (PIN) which has obtained a state grant to develop and operate a high speed fiber optic network which will be linked to the Florida LambdaRail.

Adams also served two terms as Chair of the Downtown Improvement Board, two terms as Chair of Sacred Heart Foundation and two terms as President of Catholic Charities of Northwest Florida. He currently serves as a member of the Escambia County Investment Advisory Committee and the Finance Committee of the Archdiocese of Pensacola-Tallahassee. Adams is a member of the Rotary Club of Pensacola and Pensacola Country Club. He has been married to Patrice for 27 years and they have two children. Hobbies include golf, hunting and boating.

Personal references are available upon request.

Judy H. Witterstaeter

From: Dawn M Troche
Sent: Tuesday, December 13, 2016 11:19 AM
To: Judy H. Witterstaeter
Subject: PEDC
Attachments: Adam Principe CV.DOCX

Hey Judy

Attached is a resume for Adam Principe that is interested in serving on the PEDC.

Thank you and let me know if you need anything further.

Dawn

Adam D. Principe

1207 Wings Way
Cantonment, FL 32533
(850) 266-4662, (850) 380-8175
aprincipe@panhandle.rr.com

Select Specialty Hospital
7000 Cobble Creek Drive
Pensacola, FL 32504
aprincipe@selectmedical.com

EDUCATION:

2015 - present	Pursuing Masters of Business Administration (MBA) University of West Florida College of Business Pensacola, Florida
2002 - 2006	Doctor of Pharmacy (PharmD) University of Florida College of Pharmacy Gainesville, Florida
1998 - 2002	Bachelors of Science (BS), pre-pharmacy curriculum University of North Florida College of Health Jacksonville, Florida

LICENSURE AND CERTIFICATIONS:

June 2006 to present	Registered Pharmacist State of Florida License number PS41162
September 2013 to present	Consultant Pharmacist State of Florida License number PU7330
June 2015 to present	Certified Notary Public in the State of Florida
June 2002 to present	American Heart Association Healthcare Provider Basic Life Support/CPR/AED certified
August 2009 to August 2011	American Heart Association Advanced Cardiac Life Support certified

PROFESSIONAL EXPERIENCE:

January 2017 to present	<i>Chief Executive Officer</i> Select Specialty Hospital Pensacola, FL 32504
-------------------------	--

January 2016 to December 2016	<i>Chief Operating Officer</i> Select Specialty Hospital Pensacola, FL 32504
January 2015 to present	<i>Regional Director of Pharmacy</i> Select Specialty Hospital Pensacola, FL 32504
July 2013 to December 2014	<i>Director of Pharmacy</i> Select Specialty Hospital Pensacola, FL 32504
July 2007 to present	<i>Clinical Staff Pharmacist</i> Adult Critical Care Specialist Sacred Heart Hospital Pensacola, Florida 32504
June 2006 – July 2007	<i>Pharmacy Manager</i> Publix Pharmacy Jacksonville, Florida
February 2002 – June 2006	<i>Pharmacy Technician</i> Publix Pharmacy Jacksonville, Florida

PROFESSIONAL ORGANIZATIONS:

2015 to present	American Society of Notaries
2007 to present	Escambia County Pharmacists Association
2006 to present	American Society of Health-System Pharmacists
2002 to present	Florida Pharmacy Association

ADDITIONAL INVOLVEMENT:

2016 to present	Member Rotary Club of Pensacola
2015	Developed Critical Drip Education for Clinical Staff Select Specialty Hospital
2012 to 2013	PGY-1 Residency Preceptor Adult Critical Care Adult Cardiology Sacred Heart Hospital
2009 to 2013	Member of Adult Critical Care Committee Sacred Heart Hospital

2009 to 2012

Study Drug Compounding/Supervision
Affiliated with
Pensacola Research Consultants
5149 N. 9th Avenue
Pensacola, FL 32504

2007 to 2013

Co-Preceptor
Adult Critical Care rotations
4th PharmD Students
Sacred Heart Hospital

Dinahmetrie Anglin

From: James Campbell [jimbohcampbellii@gmail.com]
Sent: Tuesday, December 27, 2016 12:44 PM
To: Dinahmetrie Anglin
Subject: Application for both the TDC and the PEDC

Mrs Anglin,

I would like to be considered for the Pensacola Escambia Development Council and the Tourist Development Council. Here is my resume.

I sent this to you since Mrs. Witterstaeter is out of the office. Could you please see she receives this information.



James Campbell Resume 1.pdf

Thank you,
James Campbell

JAMES CAMPBELL

7214 Lago Vista Court, Pensacola, FL 32506 H: 850 255-0313 ♦ C: 850 255-0313 ♦ jimbohcampbellii@gmail.com

PROFESSIONAL SUMMARY

Young interested local who is ready to spread the good news of Pensacola to the rest of Florida and to the rest of the world.

SKILLS

I am a manager of a convenience store selling gasoline on Gulf Breeze Parkway between the city of Pensacola and the Beach. I have seen, listened, and spoke with both locals and tourists asking what works and what may be changed to better facilitate their daily lives. I understand that I am not a business owner, but I have led this store for eight years and I have a pretty good grasp on what the local needs and what a tourist is searching for.

I have always been an avid believer in keeping your ear to the ground and your eyes open seeing what is going on around you and how the world is interacting with you. I strive to understand how a simple action by one person or group can impact those around that entity.

WORK HISTORY

Convenience Store Manager, 08/2008 to Current

Puckett Oil Company – 356 Gulf Breeze Parkway Gulf Breeze, FL 32561

I am the manager of a convenience store. Along with handling employment issues, including hiring and firing, I also prepared daily and monthly paperwork, ordered weekly supplies, and planned and implemented sales planograms.

Line cook; Prep cook, 03/2008 to 07/2008

Benningan's Restaurant – 7253 Plantation Road Pensacola, FL 32504

Including preparing dishes and parts of dishes for the cooks on the line to make for customers, I also unloaded and stocked the store weekly, cooked on the line weekly, and cleaned dishes.

Stock Room Team Member, 05/2005 to 03/2008

Target – 1749 East 9 Mile Road Pensacola, FL 32514

Once finished unloading daily trucks, I assisted in stocking shelves with merchandise, organizing and checking dates through out. I also helped back stock items that were not needed and kept both the store and the back room clean.

EDUCATION

Bachelor of Science: N/A

University of West Florida - 11000 University Parkway Pensacola, FL 32514

Associate of Arts: General (Mathematics), 2005

Pensacola Junior College - 1000 College Boulevard Pensacola, FL 32504

AFFILIATIONS

Treasurer, Northwest Florida Libertarian Party

Region 1 Representative, Libertarian Party of Florida

Judy H. Witterstaeter

From: Bill Fetke [wfetke@yahoo.com]
Sent: Tuesday, December 13, 2016 7:48 PM
To: Judy H. Witterstaeter
Subject: Resume for the Pensacola-Escambia Development Commission
Attachments: resume.docx

Please accept my resume for the volunteer position in the Pensacola-Escambia Development Commission

Have a great Day

Bill Fetke
Proclaims Medical Billing Service, L.L.C.
ph 850-455-7191
fax 888-404-5528
www.proclaimsmbs.com

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William "Bill" Fetke
4509 Waterwheel Turn
Pensacola, FL 32514
850-525-5763
wfetke@yahoo.com

Experience

2010-Current Florida Pediatric Clinic, P.L.L.C.

Partner/Office Manager

I am a partner in the clinic with a doctor. I am not a doctor myself. I have run the business side while the doctor handles the clinical side.

2006-current Proclaims Medical Billing Services, L.L.C.

Managing Director

Duties include: recruiting new clients, being primary contact for doctors, coding, and submission of claims.

2005-2006 CIT Mortgage

Wholesale Account Representative

Serviced mortgage offices from Pensacola to Tallahassee. Sold CIT mortgage services and bought loans from mortgage offices. Company closed down in 2006

2001-2005 Wells Fargo Mortgage

Mortgage Loan Officer

Originated mortgage loans, with a primary focus on mobile home loans. Was top 10% producer in 2003.

1999-2001 Fireco, L.L.C.

Fundraising Manager

Supervised employees to raise money for the firefighter union.

1997-1999 Union Planters Mortgage

Mortgage Processor

Processed and assisted in getting mortgage loans approved and closed

1996-1997 Nations Bank/Bank of America

Mortgage Processor

Processing center closed

1995-1996 Bank of Arizona

Secondary Marketing

Set up new loans to be processed and set the bank's mortgage rates daily.

1993-1995 Harris Bank

1993-1994 Bookkeeper

1994-1995 Mortgage Processor

1987-1993 Jewel Food Store

Third Person

I was the third person in charge of the front end. Responsibilities include ordering currency, supplies, payroll, and scheduling

OTHER POSITIONS HELD

2016-Current Fil-Am Community Center

Board Member

1991-1992 Union Steward

UCFW Local 661

Ronald D. Rivera

5037 Cassia Dr, Pensacola, Fl 32506

Cell: 850-529-2895

nole1017@gmail.com

Dear Honorable Members of the Escambia Board of Commissioners,

I would like to this opportunity to express my desire to serve on the Tourist Development Council in Escambia County. I am an active community member with a background in education, human services and non- profit management. I would love to have the chance to give back to the tourism industry that has provided so many options for our citizens.

I am a Nonprofit Program Manger by profession and work with youth who have disabilities in the field of workforce development and training. I have a strong background in education. In addition one of my areas of expertise is creating lasting partnerships that benefit both youths and businesses to transform the lives of those we touch. With this background and knowledge I believe I would serve as an excellent adviser and Council Member for tourist development here in Escambia County. I believe that every voice counts when it comes to something as important as tourist development and I would be honored to serve at the pleasure of the Commissioners.

I am confident you'll find me a good fit for your needs as a Tourist Development Council member. Please contact me by phone or email any time for you deem it necessary. I look forward to hearing from you and thank you for your time.

Sincerely,

Ronald D. Rivera

Ronald D. Rivera

5037 Cassia Dr, Pensacola, Florida, 32506, 850-529-2895, nole1017@gmail.com

Education

2016 presently

Texas A&M, Distance Education

MS Public Administration with an emphasis Non Profit Management

1999

Florida State University, Tallahassee, Florida

BS Inter-disciplinary Social Studies

1997

Pensacola Junior College, Pensacola, FL

AA Liberal Arts

Experience

2013-2016 *Program Manager*

Goodwill Easter Seals of the Gulf Coast, Pensacola, Florida

- Communicate effectively with staff and stakeholders of the Programs for Goodwill Easter Seals of the Gulf Coast through mission delivery.
- Partner development and cultivation for program gifts.
- Event planner.
- Engage program participants in activities related to the program goals that meet the requirements of the performance standards.
- Assist employees and staff in developing educational/career/business plans based on assessments.
- Implement instruction of career paths; resume building, job search, interviewing techniques, and appropriate work habits and interpersonal skills.
- Document attendance, participation and progress
- Manage Program Budgets -Creates Program Polices based on budget needs.
- Complete quarterly/yearly program and grant reports with supporting documentation.
- Utilize a Business Advisory Council-Consensus building- takes notes, prepares minutes and provides follow up action correspondence to the Committee and BAC.
- Manage database contact system.
- Train adults in from the Escambia County School District Extended program and Goodwill Easter Seals of the Gulf Coast.

2000-2011 *Teacher/Lead Teacher/Advisor*

Escambia County School, Pensacola, Florida

- Managed youth at risk programs.
- Managed 14 Teachers as a Lead Teacher.
- Provide appropriate feedback on work.
- Observe and evaluate student's performance and development.
- Participate in department and school meetings, parent meetings.
- Assign and grade class work, homework, tests and assignments.
- Plan, prepare, develop, deliver instructional activities and lesson plans.
- Furthered educational developments in subject area, teaching resources.
- Maintain accurate and complete records of students' progress and development.
- Provided support, encouragement & counseled students with academic problems.
- Resolve conflicts, grievances, confrontations, or disagreements in a constructive manner to minimize negative impact.

Computer Proficiencies

Microsoft Word, Excel, Outlook; Google Drivel; Abode

Ronnie Rivera
5037 Cassia Dr
Pensacola, FL 32506

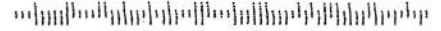
PENSACOLA FL 325

15 DEC 2016 AM 2 L



Judy Wittenstaeter
Program Coordinator, Board of County
Commissioners,
P.O. Box 1591, Pensacola, Florida
32502

32591\$1591 6007



Judy H. Witterstaeter

From: Community & Media Relations
Sent: Wednesday, November 02, 2016 1:54 PM
To: Judy H. Witterstaeter
Subject: Volunteer Sought for Pensacola-Escambia Development Commission



News Center



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Volunteer Sought for Pensacola-Escambia Development Commission

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Pensacola-Escambia Development Commission, or PEDC.

Escambia County residents interested in serving on the PEDC are asked to submit a resume and letter indicating their desire to serve by the close of business on Wednesday, Nov. 16. Resumes should be submitted to Judy Witterstaeter, Agenda Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or emailed to jhwitter@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

Pensacola-Escambia Development Commission

The PEDC was established through the adoption of a legislative act in 1989, HB 984, amending Chapter 67-1365, Laws of Florida. The duties of the PEDC are to actively seek new industry for the area and to promote expansion of existing industries. It is responsible for promoting and developing industrial parks and promoting tourism and convention activities for the Escambia County area. The PEDC meets once a month for approximately one to 1 1/2 hours in the Greater Pensacola Chamber Board Room. The term of office is two years. **Financial disclosure is required.**

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**Community and Media
Relations**

Phone: [\(850\) 595-3476](tel:(850)595-3476)

Email: cmr@myescambia.com

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Monday, December 12, 2016 12:06 PM
To: Judy H. Witterstaeter
Subject: Volunteer Sought for Pensacola-Escambia Development Commission



News Center



[Click HERE to View in Browser](#)

Volunteer Sought for Pensacola-Escambia Development Commission

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Pensacola-Escambia Development Commission, or PEDC.

Escambia County residents interested in serving on the PEDC are asked to submit a resume and letter indicating their desire to serve by the close of business on Tuesday, Dec. 27. Resumes should be submitted to Judy Witterstaeter, Agenda Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or emailed to jhwitter@myescambia.com.

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Pensacola-Escambia Development Commission

The PEDC was established through the adoption of a legislative act in 1989, HB 984, amending Chapter 67-1365, Laws of Florida. The duties of the PEDC are to actively seek new industry for the area and to promote expansion of existing industries. It is responsible for promoting and developing industrial parks and promoting tourism and convention activities for the Escambia County area. The PEDC meets once a month for approximately one to 1 1/2 hours in the Greater Pensacola Chamber Board Room. The term of office is two years. **Financial disclosure is required.**

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**Community and Media
Relations**

Phone: [\(850\) 595-3476](tel:(850)595-3476)

Email: cmr@myescambia.com



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11392

County Administrator's Report 12. 4.

BCC Regular Meeting

Discussion

Meeting Date: 01/19/2017

Issue: McNeal and Thompson Dirt Road Paving

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning McNeal and Thompson Dirt Road Paving - Claudia Simmons, Manager, Office of Purchasing

That the Board choose from the following options:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roberson Excavation, Inc., per the terms and conditions of PD 16-17.001, McNeal and Thompson Dirt Road Paving, in the amount of \$2,143,727.12;

OR

B. Reject all bids for PD 16-17.001, McNeal and Thompson Dirt Road Paving, and authorize staff to re-solicit this project;

OR

C. Find Roberson Excavation, Inc., a non-responsible bidder for being "charged by a court of competent jurisdiction with the commission of a criminal offense" and award the contract for PD 16-17.001 to the next applicable low bidder whose costs will be \$2,262,646.66;

NOTE: The next low bidder is not local and the subsequent bidder qualifies for a local preference under County Ordinance 2016-9. The local vendor will therefore be given the opportunity to match the bid of the non-local vendor.

OR

D. Authorize staff to utilize the General Paving and Drainage Agreement with the low cost vendor, Roads Inc. of NWFL at a combined cost of \$1,823,618.32;

NOTE: A contractor has the option to accept the job at the prices listed on the General Paving and Drainage Agreement. Roads Inc. of NWFL submitted a bid for \$2,322,353.61 on this project and is the local vendor who will be given the opportunity to match the \$2,262,646.66 low bid.

AND/OR

E. Suspend Roberson Excavation, Inc., from contracting with Escambia County to provide any goods or services, as allowed under Section 46-102 of the Escambia County Code of Ordinances, for being "charged by a court of competent jurisdiction with the commission of a criminal offense."

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0068]

BACKGROUND:

The Invitation to Bid PD 16-17.001 was advertised in the Pensacola News Journal on Monday October 3, 2016, Eighteen contractors were notified on Monday, October 3, 2016. Five Bids and one No Bid were received on November 2, 2016. At the time of opening, Chavers Construction, Inc., was the apparent low bidder. The Engineer of Record completed the bid tabulation process which resulted in the finding that there were multiplication errors in one firm's bid which made them not be the apparent low bidder. Based on the bid tabulation the low bidder was determined to be Roberson Excavation, Inc. On December 7, 2016, the Bid Tab for PD 16-17.001 was posted with the recommendation to award to the low Bidder, Roberson Excavation, Inc. On December 9, 2016, Chavers Construction, Inc., the firm with the error that caused them not be the low bidder, filed a Protest to the Invitation to Bid PD 16-17.001, McNeal and Thompson Dirt Road Paving. The Informal Hearing of the Protest with the Purchasing Manager was held on December 14, 2016, in accordance with Escambia County Code of Ordinances 46-101, Protested Solicitations and Awards. On December 15, 2016, Chavers Construction, Inc., was provided the written statement of the results of the Informal Hearing and the denial of the protest on the grounds of the provisions of Escambia County Code of Ordinances 46-83 (a)(1) and (2), prohibiting changes to unit prices or correction of bid mistakes after the bid opening that would cause such bidder to have the low bid.

On January 5, 2017, the Board upheld the Special Master's denial of the Chavers protest and requested that staff return options to them for this project and solicitation. The options are included above.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0068

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46 Article II Purchases and Contracts. The Invitation to Bid PD 16-17.001 was advertised in the Pensacola News Journal on Monday October 3, 2016, Eighteen contractors were notified on Monday, October 3, 2016. Five Bids and one No Bid were received on November 2, 2016. At the time of opening, Chavers Construction, Inc., was the apparent low bidder. The Engineer of Record completed the bid tabulation process which resulted in the finding that there were multiplication errors in one firm's bid which made them not be the apparent low bidder. Based on the bid tabulation the low bidder was determined to be Roberson Excavation Inc. The Bid Tab for PD 16-17.001 was posted with the recommendation to award to the low Bidder, Roberson Excavation, Inc., on December 7, 2016. On December 9, 2016, Chavers Construction, Inc., the firm with the error that caused them not be the low bidder, filed a Protest to the Invitation to Bid PD 16-17.001, McNeal and Thompson Dirt Road Paving. The Informal Hearing of the Protest with the Purchasing Manager was held on December 14, 2016, in accordance with Escambia County Code of Ordinances 46-101, Protested Solicitations and Awards. On December 15, 2016, Chavers Construction, Inc., was provided the written statement of the results of the Informal Hearing and the denial of the protest on the grounds of the provisions of Escambia County Code of Ordinances 46-83 (a)(1) and (2), prohibiting changes to unit prices or correction of bid mistakes after the bid opening that would cause such bidder to have the low bid.

IMPLEMENTATION/COORDINATION:

Purchasing will distribute the agreement and Purchase Order.

Attachments

Bid Tab

Determination to Award

Bit Tabulation calculations

Protest Request

PM response to Protest

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: McNeal and Thompson Rd Dirt Road Paving BID # PD 16-17.001						
Bid Opening Time: 3:00 pm, CDT Bid Opening Date: November 2, 2016 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknow. of Addendum	Bid Bond	Sworn Statement Pursuant to Section 287.133(3) (a), FL Statutes on Entity Crimes	Bid Amount
NAME OF BIDDER							
Chavers Constructors, Inc.	Y	Y	Y	Y	Y	Y	\$77,010,497.85
Roads Inc. of NWFL	Y	Y	Y	Y	Y	Y	\$2,322,353.61
Roberson Excavation, Inc.	Y	Y	Y	Y	Y	Y	\$2,143,727.12
Gulf Coast Utility Contractors, Inc.	Y	Y	Y	Y	Y	Y	\$2,262,646.66
Gulf Atlantic Constructors, Inc.	Y	Y	Y	Y	Y	Y	\$2,331,524.40
Midsouth Paving, Inc.	No Bid						
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager			DATE: November 2, 2016			
BIDS TABULATED BY:				DATE: November 3, 2016 Rebecca Jones, P.E. Thompson Engineering			
BIDS WITNESSED BY:	Lori Kistler, SOSA			DATE: November 2, 2016			

RECOMMENDED

**CAR II
DATE**

**BOCC JANUARY 5, 2017
DATE**

The Purchasing Manager recommends to the BCC:

To award a contract to Roberson Excavation Inc. in the amount of \$2,143,727.12

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: Rebecca Jones, P.E. _____ The were multiplication errors in one firm's bid which made them not be apparent lower.

All others had minor mathematical errors _____

Posted 12/7/2016 at 4:05 pm, CST

 CS/IK

PAY ITEMS - MCNEAL-THOMPSON ROAD			Chavers Const			Gulf Atlantic		Roads, Inc		Roberson Excavation		Gulf Coast Utility	
Item No.	Item Description	Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Performance Bond	1	Per \$1000	\$38,000.00	\$75,035,869.70	\$14.40	\$33,097.35	\$10.00	\$22,993.60	\$12.10	\$25,628.99	\$20.00	\$44,365.61
2	Mobilization, 0 - 15 Miles	1	EA	\$58,000.00	\$58,000.00	\$99,100.00	\$99,100.00	\$101,002.13	\$101,002.13	\$500.00	\$500.00	\$75,000.00	\$75,000.00
3	Clearing and Grubbing, per County Specifications 2230 (Includes All Tree Removals), Estimated Quantity of 15494 sy	1	LS	\$38,467.00	\$38,467.00	\$85,950.00	\$85,950.00	\$19,167.24	\$19,167.24	\$16,000.00	\$16,000.00	\$50,000.00	\$50,000.00
4	Relocate existing standard mailbox	8	EA	\$200.00	\$1,600.00	\$165.00	\$1,320.00	\$102.23	\$817.84	\$50.00	\$400.00	\$125.00	\$1,000.00
5	Earthwork Excavate, Haul, and Install, On-site	34551	CY	\$5.00	\$172,755.00	\$7.50	\$259,132.50	\$5.11	\$176,555.61	\$5.00	\$172,755.00	\$5.00	\$172,755.00
6	Earthwork Borrow, FDOT Specification 120-2.2.2	3240	CY	\$8.00	\$25,920.00	\$13.50	\$43,740.00	\$16.61	\$53,816.40	\$10.00	\$32,400.00	\$12.50	\$40,500.00
7	3" Top Soil	35337	SY	\$3.00	\$106,011.00	\$1.10	\$38,870.70	\$1.47	\$51,945.39	\$3.25	\$114,845.25	\$4.25	\$150,182.25
8	Stabilization Mat Type R-1	9142	SY	\$3.50	\$31,997.00	\$1.85	\$16,912.70	\$3.83	\$35,013.86	\$2.50	\$22,855.00	\$2.25	\$20,569.50
9	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	20897	SY	\$10.80	\$225,687.60	\$11.10	\$231,956.70	\$10.12	\$211,477.64	\$12.75	\$266,436.75	\$11.00	\$229,867.00
10	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	673	SY	\$12.80	\$8,614.40	\$10.75	\$7,234.75	\$10.48	\$7,053.04	\$14.75	\$9,926.75	\$15.00	\$10,095.00
11	12" Stabilized Subgrade, County Spec 2300, over 1000sy	22806	SY	\$2.75	\$62,716.50	\$1.95	\$44,471.70	\$2.57	\$58,497.39	\$3.00	\$68,418.00	\$3.95	\$90,083.70
12	Prime Coat, over 1000sy	22409	SY	\$0.35	\$7,843.15	\$0.85	\$19,047.65	\$0.38	\$8,515.42	\$0.65	\$14,565.85	\$1.00	\$22,409.00
13	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1250	SY	\$18.00	\$22,500.00	\$24.65	\$30,812.50	\$28.16	\$35,200.00	\$18.00	\$22,500.00	\$20.00	\$25,000.00
14	4" Sand Clay Base (Driveways), less than 1000sy	673	SY	\$6.50	\$4,374.50	\$4.75	\$3,196.75	\$6.39	\$4,300.47	\$2.50	\$1,682.50	\$5.00	\$3,365.00
15	8" Sand-Clay Base, County Spec 2460, over 1000sy	22408	SY	\$4.00	\$89,632.00	\$3.75	\$84,030.00	\$6.07	\$136,016.56	\$2.75	\$61,622.00	\$3.50	\$78,428.00
16	Thermoplastic 4" Double Solid Stripe, White or Yellow	8688	LF	\$1.40	\$12,163.20	\$1.65	\$14,335.20	\$2.04	\$17,723.52	\$1.76	\$15,290.88	\$1.95	\$16,941.60
17	Thermoplastic Stop Bar	53	LF	\$8.60	\$455.80	\$6.25	\$331.25	\$7.67	\$406.51	\$6.75	\$357.75	\$10.00	\$530.00
18	Stop Sign, R1-1	4	EA	\$240.00	\$960.00	\$205.00	\$820.00	\$249.17	\$996.68	\$214.50	\$858.00	\$250.00	\$1,000.00
19	Black on Orange Warning Sign	16	EA	\$225.00	\$3,600.00	\$205.00	\$3,280.00	\$249.17	\$3,986.72	\$85.00	\$1,360.00	\$250.00	\$4,000.00
20	Regulatory Sign Black on White Metal Sign	9	EA	\$200.00	\$1,800.00	\$195.00	\$1,755.00	\$236.40	\$2,127.60	\$205.00	\$1,845.00	\$250.00	\$2,250.00
21	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	\$17,500.00	\$17,500.00	\$9,650.00	\$9,650.00	\$8,523.60	\$8,523.60	\$18,500.00	\$18,500.00	\$7,500.00	\$7,500.00
22	Variable Message Sign	8	EA/Day										
23	Flag Man	4	EA/Day										
24	Black on Orange Warning Sign	8	EA/Day										
25	R1-1 Stop Metal Sign	4	EA/Day										
26	28" or Larger Reflective Striped Cone	108	EA/Day										
27	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	13760	SY	\$38.50	\$529,760.00	\$55.45	\$762,992.00	\$49.83	\$685,660.80	\$53.85	\$740,976.00	\$39.50	\$543,520.00
28	Misc. Concrete	15	CY	\$300.00	\$4,500.00	\$400.00	\$6,000.00	\$575.02	\$8,625.30	\$250.00	\$3,750.00	\$2,000.00	\$30,000.00
29	Ditch Bottom Inlet Top with Single Traversable Slot, Type D	2	EA	\$2,356.00	\$4,712.00	\$4,450.00	\$8,900.00	\$7,027.99	\$14,055.98	\$2,450.00	\$4,900.00	\$2,750.00	\$5,500.00
30	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	2	EA	\$2,356.00	\$4,712.00	\$6,135.00	\$12,270.00	\$2,555.63	\$5,111.26	\$2,100.00	\$4,200.00	\$7,500.00	\$15,000.00
31	18" RCP Pipe, 0'-6' depth	115	LF	\$40.00	\$4,600.00	\$38.25	\$4,398.75	\$57.50	\$6,612.50	\$45.50	\$5,232.50	\$50.00	\$5,750.00
32	14" X 23" ERCP Pipe, 0'-6' depth	585	LF	\$51.00	\$29,835.00	\$47.25	\$27,641.25	\$65.17	\$38,124.45	\$52.50	\$30,712.50	\$50.00	\$29,250.00
33	19" X 30" ERCP Pipe, 0'-6' depth	50	LF	\$68.00	\$3,400.00	\$67.25	\$3,362.50	\$89.45	\$4,472.50	\$62.50	\$3,125.00	\$75.00	\$3,750.00
34	34" X 53" ERCP Pipe, 0'-6' depth	115	LF	\$184.50	\$21,217.50	\$182.25	\$20,958.75	\$236.40	\$27,186.00	\$190.50	\$21,907.50	\$150.00	\$17,250.00
35	18" RCP Cross Drain MES, FDOT Index 272, 280	6	EA	\$1,100.00	\$6,600.00	\$900.00	\$5,400.00	\$638.91	\$3,833.46	\$525.00	\$3,150.00	\$1,000.00	\$6,000.00
36	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	25	EA	\$1,200.00	\$30,000.00	\$900.00	\$22,500.00	\$702.80	\$17,570.00	\$475.00	\$11,875.00	\$1,000.00	\$25,000.00
37	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	2	EA	\$2,100.00	\$4,200.00	\$1,305.00	\$2,610.00	\$958.36	\$1,916.72	\$625.00	\$1,250.00	\$1,500.00	\$3,000.00
38													
39	Class I Concrete for Endwalls (steel included)	14	CY	\$1,005.00	\$14,070.00	\$975.00	\$13,650.00	\$1,405.60	\$19,678.40	\$1,050.00	\$14,700.00	\$1,750.00	\$24,500.00
40	4' x12' Precast FDOT Box Culvert	50	LF	\$1,980.00	\$99,000.00	\$1,390.00	\$69,500.00	\$2,172.29	\$108,614.50	\$1,950.00	\$97,500.00	\$1,800.00	\$90,000.00
41	Cast-in-Place Box Culvert Headwall (steel included)	30	CY	\$1,100.00	\$33,000.00	\$975.00	\$29,250.00	\$1,405.60	\$42,168.00	\$1,050.00	\$31,500.00	\$2,000.00	\$60,000.00
42	Bedding Stone for Box Culvert, under 1000sy	30	CY	\$75.00	\$2,250.00	\$85.50	\$2,565.00	\$76.67	\$2,300.10	\$85.00	\$2,550.00	\$75.00	\$2,250.00
43	Pipe Removal, 6"-24"	109	LF	\$16.50	\$1,798.50	\$12.00	\$1,308.00	\$11.50	\$1,253.50	\$22.00	\$2,398.00	\$12.00	\$1,308.00

PAY ITEMS - MCNEAL-THOMPSON ROAD				Chavers Const		Gulf Atlantic		Roads, Inc		Roberson Excavation		Gulf Coast Utility	
Item No.	Item Description	Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
44	Pipe Removal, 30" and larger	136	LF	\$30.00	\$4,080.00	\$12.00	\$1,632.00	\$15.33	\$2,084.88	\$24.00	\$3,264.00	\$20.00	\$2,720.00
45	Remove Existing Sand Bag Headwall, 6"-24" Pipe	3	EA	\$400.00	\$1,200.00	\$385.00	\$1,155.00	\$638.91	\$1,916.73	\$250.00	\$750.00	\$500.00	\$1,500.00
46	Remove Existing Sand Bag Headwall, 30" and Larger	4	EA	\$800.00	\$3,200.00	\$385.00	\$1,540.00	\$766.69	\$3,066.76	\$250.00	\$1,000.00	\$1,000.00	\$4,000.00
47	6" PVC Waterline, 0'-6' depth	6341	LF	\$9.75	\$61,824.75	\$7.40	\$46,923.40	\$19.49	\$123,586.09	\$9.15	\$58,020.15	\$20.00	\$126,820.00
48	1" Water Service Line - Short	45	LF	\$31.25	\$1,406.25	\$11.00	\$495.00	\$12.78	\$575.10	\$72.75	\$3,273.75	\$20.00	\$900.00
49	6" x 6" Tapping Sleeve w/Valve	1	EA	\$2,800.00	\$2,800.00	\$3,025.00	\$3,025.00	\$1,916.72	\$1,916.72	\$3,745.00	\$3,745.00	\$3,250.00	\$3,250.00
50	6" x 6" x 6" Tee Fitting	3	EA	\$414.00	\$1,242.00	\$440.00	\$1,320.00	\$511.13	\$1,533.39	\$750.00	\$2,250.00	\$500.00	\$1,500.00
51	6" Elbow, 22.5°, 45°, 90°	11	EA	\$251.00	\$2,761.00	\$310.00	\$3,410.00	\$766.69	\$8,433.59	\$175.00	\$1,925.00	\$400.00	\$4,400.00
52	6" Gate Valve w/ Box	2	EA	\$880.00	\$1,760.00	\$930.00	\$1,860.00	\$1,916.72	\$3,833.44	\$900.00	\$1,800.00	\$1,250.00	\$2,500.00
53	6" PVC Stub-out and cap	1	EA	\$600.00	\$600.00	\$235.00	\$235.00	\$319.45	\$319.45	\$325.00	\$325.00	\$1,500.00	\$1,500.00
54	Relocate Water Meter	8	EA	\$325.00	\$2,600.00	\$325.00	\$2,600.00	\$511.13	\$4,089.04	\$150.00	\$1,200.00	\$250.00	\$2,000.00
55	Re-connect Fire Hydrant	2	EA	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$2,491.74	\$4,983.48	\$1,875.00	\$3,750.00	\$1,500.00	\$3,000.00
56	Centipede Sod, Staked, over 1000sy	35336	SY	\$3.00	\$106,008.00	\$4.00	\$141,344.00	\$2.75	\$97,174.00	\$3.50	\$123,676.00	\$3.25	\$114,842.00
57	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	105	SY	\$110.00	\$11,550.00	\$115.00	\$12,075.00	\$113.73	\$11,941.65	\$88.50	\$9,292.50	\$100.00	\$10,500.00
58	Silt Fence Type III, over 500lf	16752	LF	\$2.00	\$33,504.00	\$1.25	\$20,940.00	\$2.56	\$42,885.12	\$2.00	\$33,504.00	\$1.00	\$16,752.00
59	prepared by a certified technician.	1	EA	\$1,500.00	\$1,500.00	\$13,950.00	\$13,950.00	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00	\$7,500.00	\$7,500.00
60	SWPPP and monitoring), for use only with disturbed areas over 1.0	1	EA	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$9,896.22	\$9,896.22	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
61	4' Wire Fence	3215	LF	\$9.00	\$28,935.00	\$11.25	\$36,168.75	\$13.74	\$44,174.10	\$4.50	\$14,467.50	\$7.50	\$24,112.50
62	Wood Split Rail Fence	280	LF	\$12.00	\$3,360.00	\$12.75	\$3,570.00	\$15.33	\$4,292.40	\$8.00	\$2,240.00	\$20.00	\$5,600.00
63	Remove Wood Split Rail Fence	280	LF	\$5.00	\$1,400.00	\$10.75	\$3,010.00	\$12.78	\$3,578.40	\$3.00	\$840.00	\$5.00	\$1,400.00
64	Remove Existing Wire Fence	3215	LF	\$3.00	\$9,645.00	\$3.35	\$10,770.25	\$1.60	\$5,144.00	\$2.00	\$6,430.00	\$2.00	\$6,430.00
65	End/Pull Post, Wood Post, 4' Wire Fence	20	EA	\$100.00	\$2,000.00	\$47.50	\$950.00	\$57.50	\$1,150.00	\$125.00	\$2,500.00	\$50.00	\$1,000.00
66	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA	\$500.00	\$500.00	\$200.00	\$200.00	\$958.36	\$958.36	\$500.00	\$500.00	\$2,500.00	\$2,500.00
Subtotal:					\$77,010,497.85		\$2,331,524.40		\$2,322,353.61		\$2,143,727.12		\$2,262,646.16

Bid Form price

\$2,012,628.15

\$2,332,007.05

\$2,322,235.98

\$2,118,128.13

\$2,262,280.55

Claudia A. Simmons

From: Ryan Chavers [Ryan@chaversinc.com]
Sent: Friday, December 09, 2016 9:07 AM
To: Claudia A. Simmons
Cc: William Joseph; 'Thomas Dueling'; Paul R. Nobles
Subject: Re: Thompson road

Claudia,

We would like to protest the bid results for Thompson and McNeal road paving. The reason for the protest is the interpretation of the bond bid item on the bid tab that lead to the changing of our price ultimately resulting in Chavers Construction not being considered the low bidder.

Thank you,

Ryan Chavers

On 12/9/2016 8:35 AM, Claudia A. Simmons wrote:
and McNeal Dirt Road Paving as a timely request

--
Chavers Construction
850 474 1966

RECEIVED
16 DEC -9 AM 10:41
CLAUDIA A. SIMMONS DEPARTMENT

From: Ryan Chavers [mailto:Ryan@chaversinc.com]
Sent: Wednesday, December 07, 2016 12:51 PM
To: Claudia A. Simmons
Cc: William Joseph
Subject: Thompson road

Claudia,

I would like to approach the Board of County commissioners tomorrow during the "open forum" time and discuss the problem regarding Thompson road. The topic is going to be isolated to the bond bid item. Is there any reason that this would be wrong or against the rules? We are trying to define the boundaries associated with the "black out period" to stay within them yet still pursue our case.

Thank you,

Ryan Chavers
850 384 4090

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

--
Chavers Construction
850 474 1966

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

--
Chavers Construction
850 474 1966



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

<http://www.myescambia.com/departments/purchasing>
213 PALAFOX PLACE 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805

Claudia Simmons
Purchasing Manager

December 14, 2016

Ref: Written Protest for Recommended Contract Award
PD 16-17.001 McNeal and Thompson Dirt Road Paving

Mr. Ryan Chavers, President
Chavers Construction Inc.
1795 Detroit Blvd.
Pensacola, Fl 32534

Ryan@chaversinc.com

Dear Mr. Chavers,

Thank you for your participation in the informal hearing on the Protest of PD 16-17.001 McNeal and Thompson Dirt Road Paving held as scheduled on Wednesday, December 14, 2016 at 11:00 a.m. in Conference Room 11.407 of the Office of Purchasing.

The discussion was based on the grounds of your protest stated in your e-mail dated December 9, 2016 as follows:

“We would like to protest the bid results for Thompson and McNeal road paving. The reason for the protest is the interpretation of the bond bid item on the bid tab that lead to the changing of our price ultimately resulting in Chavers Construction not being considered the low bidder.”

A review of the facts in accordance with the Escambia County Purchasing Ordinance 46-101 Protested Solicitations and Awards and 46-83 (a) (1) (2) Corrections, additions to and withdrawal of bids was performed.

As stated at the conclusion of the informal hearing, in accordance with Escambia County Ordinance 46-83(a) (1) (2), a determination cannot be made to allow the changing of a unit price or the correction of a bid mistake after the bid opening that would cause a bidder to have the low bid. The bid tabulation and posted bid tab for PD 16-17.001 certifying the low bidder are attached to this letter.

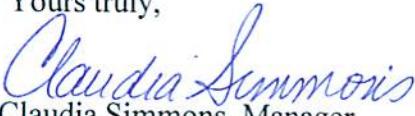
The recommendation to accept the certification of Roberson Excavation Inc, as the low bidder based on the bid tabulation is upheld and the protest is denied. You have been provided the information and instructions from the Assistant County Attorney on the procedure to follow for the continuation of the protest.

Thank you for participating in the Escambia County Office of Purchasing bid process and for being a valued provider to the County. I look forward to the continued success with County bids of Chavers Construction Inc.

I can be reached by phone at 850 595-4987 or e-mail casimmon@co.escambia.fl.us.

Please contact me if you have any questions.

Yours truly,


Claudia Simmons, Manager
Office of Purchasing

Cc: Jack R. Brown, County Administrator
Kristin Hual, Assistant County Attorney
Cooper Saunders, Sr. Project Coordinator, Engineering Division
Joy Blackmon, P.E. Public Works Director County Engineer
Joy Jones, Director Public Works
Amy Lovoy, Asst. County Administrator

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: McNeal and Thompson Rd Dirt Road Paving BID # PD 16-17.001					
Bid Opening Time: 3:00 pm, CDT Bid Opening Date: November 2, 2016 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknow. of Addendum	Bid Bond	Sworn Statement Pursuant to Section 287.133(3) (a), Fl. Statutes on Entity Crimes	Bid Amount
NAME OF BIDDER							
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Roads Inc. of NWFL	Y	Y	Y	Y	Y	Y	\$2,322,353.61
Roberson Excavation, Inc.	Y	Y	Y	Y	Y	Y	\$2,143,727.12
Gulf Coast Utility Contractors, Inc.	Y	Y	Y	Y	Y	Y	\$2,262,646.66
Gulf Atlantic Constructors, Inc.	Y	Y	Y	Y	Y	Y	\$2,331,524.40
Midsouth Paving, Inc.	No Bid						
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager			DATE: November 2, 2016			
BIDS TABULATED BY:				DATE: November 3, 2016 Rebecca Jones, P.E. Thompson Engineering			
BIDS WITNESSED BY:	Lori Kistler, SOSA			DATE: November 2, 2016			

RECOMMENDED

**CAR II
DATE**

**BOCC JANUARY 5, 2017
DATE**

The Purchasing Manager recommends to the BCC:

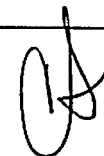
To award a contract to Roberson Excavation Inc. in the amount of \$2,143,727.12

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: Rebecca Jones, P.E. The were multiplication errors in one firm's bid which made them not be apparent lower

All others had minor mathematical errors: _____

Posted 12/7/2016 at 4:05 pm, CST

 CS/lk

PAY ITEMS - MCNEAL-THOMPSON ROAD			Chavers Const		Gulf Atlantic		Roads, Inc		Roberson Excavation		Gulf Coast Utility		
Item No.	Item Description	Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Performance Bond	1	Per \$1000	\$38,000.00	\$75,035,869.70	\$14.40	\$33,097.35	\$10.00	\$22,993.60	\$12.10	\$25,628.99	\$20.00	\$44,365.61
2	Mobilization, 0 - 15 Miles	1	EA	\$58,000.00	\$58,000.00	\$99,100.00	\$99,100.00	\$101,002.13	\$101,002.13	\$500.00	\$500.00	\$75,000.00	\$75,000.00
3	Clearing and Grubbing, per County Specifications 2230 (Includes All Tree Removals), Estimated Quantity of 15494 sy	1	LS	\$38,467.00	\$38,467.00	\$85,950.00	\$85,950.00	\$19,167.24	\$19,167.24	\$16,000.00	\$16,000.00	\$50,000.00	\$50,000.00
4	Relocate existing standard mailbox	8	EA	\$200.00	\$1,600.00	\$165.00	\$1,320.00	\$102.23	\$817.84	\$50.00	\$400.00	\$125.00	\$1,000.00
5	Earthwork Excavate, Haul, and Install, On-site	34551	CY	\$5.00	\$172,755.00	\$7.50	\$259,132.50	\$5.11	\$176,555.61	\$5.00	\$172,755.00	\$5.00	\$172,755.00
6	Earthwork Borrow, FDOT Specification 120-2.2.2	3240	CY	\$8.00	\$25,920.00	\$13.50	\$43,740.00	\$16.61	\$53,816.40	\$10.00	\$32,400.00	\$12.50	\$40,500.00
7	3" Top Soil	35337	SY	\$3.00	\$106,011.00	\$1.10	\$38,870.70	\$1.47	\$51,945.39	\$3.25	\$114,845.25	\$4.25	\$150,182.25
8	Stabilization Mat Type R-1	9142	SY	\$3.50	\$31,997.00	\$1.85	\$16,912.70	\$3.83	\$35,013.86	\$2.50	\$22,855.00	\$2.25	\$20,569.50
9	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	20897	SY	\$10.80	\$225,687.60	\$11.10	\$231,956.70	\$10.12	\$211,477.64	\$12.75	\$266,436.75	\$11.00	\$229,867.00
10	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	673	SY	\$12.80	\$8,614.40	\$10.75	\$7,234.75	\$10.48	\$7,053.04	\$14.75	\$9,926.75	\$15.00	\$10,095.00
11	12" Stabilized Subgrade, County Spec 2300, over 1000sy	22806	SY	\$2.75	\$62,716.50	\$1.95	\$44,471.70	\$2.57	\$58,497.39	\$3.00	\$68,418.00	\$3.95	\$90,083.70
12	Prime Coat, over 1000sy	22409	SY	\$0.35	\$7,843.15	\$0.85	\$19,047.65	\$0.38	\$8,515.42	\$0.65	\$14,565.85	\$1.00	\$22,409.00
13	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1250	SY	\$18.00	\$22,500.00	\$24.65	\$30,812.50	\$28.16	\$35,200.00	\$18.00	\$22,500.00	\$20.00	\$25,000.00
14	4" Sand Clay Base (Driveways), less than 1000sy	673	SY	\$6.50	\$4,374.50	\$4.75	\$3,196.75	\$6.39	\$4,300.47	\$2.50	\$1,682.50	\$5.00	\$3,365.00
15	8" Sand-Clay Base, County Spec 2460, over 1000sy	22408	SY	\$4.00	\$89,632.00	\$3.75	\$84,030.00	\$6.07	\$136,016.56	\$2.75	\$61,622.00	\$3.50	\$78,428.00
16	Thermoplastic 4" Double Solid Stripe, White or Yellow	8688	LF	\$1.40	\$12,163.20	\$1.65	\$14,335.20	\$2.04	\$17,723.52	\$1.76	\$15,290.88	\$1.95	\$16,941.60
17	Thermoplastic Stop Bar	53	LF	\$8.60	\$455.80	\$6.25	\$331.25	\$7.67	\$406.51	\$6.75	\$357.75	\$10.00	\$530.00
18	Stop Sign, R1-1	4	EA	\$240.00	\$960.00	\$205.00	\$820.00	\$249.17	\$996.68	\$214.50	\$858.00	\$250.00	\$1,000.00
19	Black on Orange Warning Sign	16	EA	\$225.00	\$3,600.00	\$205.00	\$3,280.00	\$249.17	\$3,986.72	\$85.00	\$1,360.00	\$250.00	\$4,000.00
20	Regulatory Sign Black on White Metal Sign	9	EA	\$200.00	\$1,800.00	\$195.00	\$1,755.00	\$236.40	\$2,127.60	\$205.00	\$1,845.00	\$250.00	\$2,250.00
21	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	\$17,500.00	\$17,500.00	\$9,650.00	\$9,650.00	\$8,523.60	\$8,523.60	\$18,500.00	\$18,500.00	\$7,500.00	\$7,500.00
22	Variable Message Sign	8	EA/Day										
23	Flag Man	4	EA/Day										
24	Black on Orange Warning Sign	8	EA/Day										
25	R1-1 Stop Metal Sign	4	EA/Day										
26	28" or Larger Reflective Striped Cone	108	EA/Day										
27	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	13760	SY	\$38.50	\$529,760.00	\$55.45	\$762,992.00	\$49.83	\$685,660.80	\$53.85	\$740,976.00	\$39.50	\$543,520.00
28	Misc. Concrete	15	CY	\$300.00	\$4,500.00	\$400.00	\$6,000.00	\$575.02	\$8,625.30	\$250.00	\$3,750.00	\$2,000.00	\$30,000.00
29	Ditch Bottom Inlet Top with Single Traversable Slot, Type D	2	EA	\$2,356.00	\$4,712.00	\$4,450.00	\$8,900.00	\$7,027.99	\$14,055.98	\$2,450.00	\$4,900.00	\$2,750.00	\$5,500.00
30	5' X 7' Structure Bottom, FDOT Index 200, 0-6" depth	2	EA	\$2,356.00	\$4,712.00	\$6,135.00	\$12,270.00	\$2,555.63	\$5,111.26	\$2,100.00	\$4,200.00	\$7,500.00	\$15,000.00
31	18" RCP Pipe, 0'-6" depth	115	LF	\$40.00	\$4,600.00	\$38.25	\$4,398.75	\$57.50	\$6,612.50	\$45.50	\$5,232.50	\$50.00	\$5,750.00
32	14" X 23" ERCP Pipe, 0'-6" depth	585	LF	\$51.00	\$29,835.00	\$47.25	\$27,641.25	\$65.17	\$38,124.45	\$52.50	\$30,712.50	\$50.00	\$29,250.00
33	19" X 30" ERCP Pipe, 0'-6" depth	50	LF	\$68.00	\$3,400.00	\$67.25	\$3,362.50	\$89.45	\$4,472.50	\$62.50	\$3,125.00	\$75.00	\$3,750.00
34	34" X 53" ERCP Pipe, 0'-6" depth	115	LF	\$184.50	\$21,217.50	\$182.25	\$20,958.75	\$236.40	\$27,186.00	\$190.50	\$21,907.50	\$150.00	\$17,250.00
35	18" RCP Cross Drain MES, FDOT Index 272, 280	6	EA	\$1,100.00	\$6,600.00	\$900.00	\$5,400.00	\$638.91	\$3,833.46	\$525.00	\$3,150.00	\$1,000.00	\$6,000.00
36	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	25	EA	\$1,200.00	\$30,000.00	\$900.00	\$22,500.00	\$702.80	\$17,570.00	\$475.00	\$11,875.00	\$1,000.00	\$25,000.00
37	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	2	EA	\$2,100.00	\$4,200.00	\$1,305.00	\$2,610.00	\$958.36	\$1,916.72	\$625.00	\$1,250.00	\$1,500.00	\$3,000.00
38													
39	Class I Concrete for Endwalls (steel included)	14	CY	\$1,005.00	\$14,070.00	\$975.00	\$13,650.00	\$1,405.60	\$19,678.40	\$1,050.00	\$14,700.00	\$1,750.00	\$24,500.00
40	4' x12' Precast FDOT Box Culvert	50	LF	\$1,980.00	\$99,000.00	\$1,390.00	\$69,500.00	\$2,172.29	\$108,614.50	\$1,950.00	\$97,500.00	\$1,800.00	\$90,000.00
41	Cast-in-Place Box Culvert Headwall (steel included)	30	CY	\$1,100.00	\$33,000.00	\$975.00	\$29,250.00	\$1,405.60	\$42,168.00	\$1,050.00	\$31,500.00	\$2,000.00	\$60,000.00
42	Bedding Stone for Box Culvert, under 1000sy	30	CY	\$75.00	\$2,250.00	\$85.50	\$2,565.00	\$76.67	\$2,300.10	\$85.00	\$2,550.00	\$75.00	\$2,250.00
43	Pipe Removal, 6"-24"	109	LF	\$16.50	\$1,798.50	\$12.00	\$1,308.00	\$11.50	\$1,253.50	\$22.00	\$2,398.00	\$12.00	\$1,308.00

PAY ITEMS - MCNEAL-THOMPSON ROAD													
Item No.	Item Description	Quantity	Units	Chavers Const		Gulf Atlantic		Roads, Inc		Roberson Excavation		Gulf Coast Utility	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
44	Pipe Removal, 30" and larger	136	LF	\$30.00	\$4,080.00	\$12.00	\$1,632.00	\$15.33	\$2,084.88	\$24.00	\$3,264.00	\$20.00	\$2,720.00
45	Remove Existing Sand Bag Headwall, 6"-24" Pipe	3	EA	\$400.00	\$1,200.00	\$385.00	\$1,155.00	\$638.91	\$1,916.73	\$250.00	\$750.00	\$500.00	\$1,500.00
46	Remove Existing Sand Bag Headwall, 30" and Larger	4	EA	\$800.00	\$3,200.00	\$385.00	\$1,540.00	\$766.69	\$3,066.76	\$250.00	\$1,000.00	\$1,000.00	\$4,000.00
47	6" PVC Waterline, 0'-6' depth	6341	LF	\$9.75	\$61,824.75	\$7.40	\$46,923.40	\$19.49	\$123,586.09	\$9.15	\$58,020.15	\$20.00	\$126,820.00
48	1" Water Service Line - Short	45	LF	\$31.25	\$1,406.25	\$11.00	\$495.00	\$12.78	\$575.10	\$72.75	\$3,273.75	\$20.00	\$900.00
49	6" x 6" Tapping Sleeve w/Valve	1	EA	\$2,800.00	\$2,800.00	\$3,025.00	\$3,025.00	\$1,916.72	\$1,916.72	\$3,745.00	\$3,745.00	\$3,250.00	\$3,250.00
50	6" x 6" x 6" Tee Fitting	3	EA	\$414.00	\$1,242.00	\$440.00	\$1,320.00	\$511.13	\$1,533.39	\$750.00	\$2,250.00	\$500.00	\$1,500.00
51	6" Elbow, 22.5°, 45°, 90°	11	EA	\$251.00	\$2,761.00	\$310.00	\$3,410.00	\$766.69	\$8,433.59	\$175.00	\$1,925.00	\$400.00	\$4,400.00
52	6" Gate Valve w/ Box	2	EA	\$880.00	\$1,760.00	\$930.00	\$1,860.00	\$1,916.72	\$3,833.44	\$900.00	\$1,800.00	\$1,250.00	\$2,500.00
53	6" PVC Stub-out and cap	1	EA	\$600.00	\$600.00	\$235.00	\$235.00	\$319.45	\$319.45	\$325.00	\$325.00	\$1,500.00	\$1,500.00
54	Relocate Water Meter	8	EA	\$325.00	\$2,600.00	\$325.00	\$2,600.00	\$511.13	\$4,089.04	\$150.00	\$1,200.00	\$250.00	\$2,000.00
55	Re-connect Fire Hydrant	2	EA	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$2,491.74	\$4,983.48	\$1,875.00	\$3,750.00	\$1,500.00	\$3,000.00
56	Centipede Sod, Staked, over 1000sq	35338	SY	\$3.00	\$106,008.00	\$4.00	\$141,344.00	\$2.75	\$97,174.00	\$3.50	\$123,676.00	\$3.25	\$114,842.00
57	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	105	SY	\$110.00	\$11,550.00	\$115.00	\$12,075.00	\$113.73	\$11,941.65	\$88.50	\$9,292.50	\$100.00	\$10,500.00
58	Silt Fence Type III, over 500ft	10752	LF	\$2.00	\$33,504.00	\$1.25	\$20,940.00	\$2.56	\$42,885.12	\$2.00	\$33,504.00	\$1.00	\$16,752.00
59	prepared by a certified technician.	1	EA	\$1,500.00	\$1,500.00	\$13,950.00	\$13,950.00	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00	\$7,500.00	\$7,500.00
60	SWPPP (and monitoring), for use only with disturbed areas over 1.0	1	EA	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$9,896.22	\$9,896.22	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
61	4' Wire Fence	3215	LF	\$9.00	\$28,935.00	\$11.25	\$36,168.75	\$13.74	\$44,174.10	\$4.50	\$14,467.50	\$7.50	\$24,112.50
62	Wood Split Rail Fence	280	LF	\$12.00	\$3,360.00	\$12.75	\$3,570.00	\$15.33	\$4,292.40	\$8.00	\$2,240.00	\$20.00	\$5,600.00
63	Remove Wood Split Rail Fence	280	LF	\$5.00	\$1,400.00	\$10.75	\$3,010.00	\$12.78	\$3,578.40	\$3.00	\$840.00	\$5.00	\$1,400.00
64	Remove Existing Wire Fence	3215	LF	\$3.00	\$9,645.00	\$3.35	\$10,770.25	\$1.60	\$5,144.00	\$2.00	\$6,430.00	\$2.00	\$6,430.00
65	End/Pull Post, Wood Post, 4' Wire Fence	20	EA	\$100.00	\$2,000.00	\$47.50	\$950.00	\$57.50	\$1,150.00	\$125.00	\$2,500.00	\$50.00	\$1,000.00
66	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA	\$500.00	\$500.00	\$200.00	\$200.00	\$958.36	\$958.36	\$500.00	\$500.00	\$2,500.00	\$2,500.00
Subtotal:					\$77,010,497.85		\$2,331,524.40		\$2,322,353.61		\$2,143,727.12		\$2,262,646.16

Bid Form price

\$2,012,628.15

\$2,332,007.05

\$2,322,235.98

\$2,118,128.13

\$2,262,280.55

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

**FOR
PD 16-17.001
McNeal and Thompson Dirt Road Paving**

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

Roberson Excavation Inc.

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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[Description/Sheet No./Date]	
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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND Roberson Excavation Inc. FOR STANDARD
ROAD/DRAINAGE CONSTRUCTION CONTRACT
DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with ____Roberson Excavation Inc._____, a Florida corporation for profit, to perform all work ("Work") in connection with PD16-17.001 McNeal and Thompson Dirt Road Paving ("Project"), 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:

\$2,143,727.12

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 one hundred eighty(180) 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 _____ (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, \$1,000 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:

Engineering Division, Public Works
3363 West Park Place
Pensacola, FL 32505
Attention: Cooper Saunders, Project Coordinator, Eng. Division

- B. All correspondence with the Contractor will be addressed to the following:

Billy Roberson, President
Roberson Excavation Inc.
6013 Southridge Road
Milton, FL 32570

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 Roberson Excavation 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:

Roberson Excavation Inc., a Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

(Corporate Seal)

Date: _____

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 _____ (___) 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 Obligees 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 Obligees 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 Obligees any and all losses, damages, costs and attorneys' fees that Obligees 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)

Witness

(Authorized Signature)

(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)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

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

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:

$P_a = P_b X (I_d - I_b)$ where:

P_a = 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.)

P_b = Bid unit price for Bituminous Material.

I_d = Asphalt Price Index during the month in which the material is incorporated into the project.

I_b = 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.

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Roberson Excavation, Inc.
6013 Southridge Road
Milton, FL 32570-2002

SURETY:

(Name, legal status and principal place of business)
NGM Insurance Company
A FL Corporation
55 West Street
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
Escambia County, Florida
213 Palafox Place
Pensacola, FL 32502

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
McNeal and Thompson Rd Dirt Road Paving

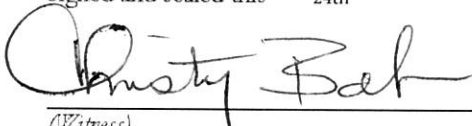
Project Number, if any: Specification Number PD 16-17.001,
Thompson Engineering Project No. 15-1101-0297

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of October, 2016


(Witness)

Roberson Excavation, Inc.
(Principal) (Seal)


(Title) Billy Roberson / Pres.

NGM Insurance Company
(Surety) (Seal)


(Witness) Courtney Hitt


(Title) Mark W. Edwards, II, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Ronald B Giadrosich, Mark W Edwards II, Jeffrey M Wilson, Robert R Freel, Evondia H Woessner, Alisa B Ferris** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.



Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 24th day of October, 2016.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Claudia Simmons

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL 32591-1591
 Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid

MCNEAL AND THOMPSON RD DIRT ROAD PAVING

SOLICITATION NUMBER: PD 16-17.001

SOLICITATION

MAILING DATE: Monday, October 3, 2016

PRE-BID CONFERENCE: Thursday, October 20, 2016 at 9:00 a.m. CDT in the Office of Purchasing, Conference Room 11.407

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Wednesday, November 2, 2016 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:
65-0199737

TERMS OF PAYMENT:
30 Days from Invoice

DELIVERY DATE WILL BE 10 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Roberson Excavation Inc.

REASON FOR NO OFFER: _____

ADDRESS: 6013 Southridge Rd

CITY, ST. & ZIP: Milton, Fl 32570

PHONE NO.: (850) 626-9911

BID BOND ATTACHED \$ 5%

TOLL FREE NO.: ()

FAX NO.: (850) 626-2130

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

Billy Roberson/President
 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** 
 SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
 (MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

<p>CONTRACTOR</p> <p>Name and Title of Signer (Type or Print)</p> <p>_____</p> <p>Name of Contractor</p> <p>_____</p> <p>By _____ Date _____</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>ATTEST: _____ Date _____</p> <p align="center">[CORPORATE SEAL]</p> <p>ATTEST: _____ Date _____</p> <p>Witness _____ Date _____</p> <p>ATTEST: _____ Date _____</p> <p>Witness _____ Date _____</p>	<p align="center">ESCAMBIA COUNTY FLORIDA</p> <p>Name and Title of Signer (Type or Print)</p> <p>_____</p> <p>By _____ Date _____</p> <p align="center">County Administrator</p> <p>WITNESS _____ Date _____</p> <p>WITNESS _____ Date _____</p> <p>Awarded Date _____</p> <p>Effective Date _____</p>
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CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date October 21, 2016 Addendum No. _____ Date _____

Addendum No. 2 Date November 1, 2016 Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number L79686

Occupational License No. 146115

Florida DBPR Contractor's License, Certification and/or
Registration No. RU11066605

Type of Contractor's License, Certification and/or
Registration Underground Utility & Excavation Contractor

Expiration Date: August 31, 2017

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:

Permit	Cost
Row Permit	\$150.00
_____	_____
_____	_____

Bidder: Roberson Excavation Inc.

By: Billy Roberson/President

Signature: 

Title: President

Address: 6013 Southridge Rd
Milton, Fl. 32570

Person to contact concerning this bid:
Billy Roberson
Phone/Toll Free/Fax # (850) 626-9911

E-Mail Address: Robersonex@aol.com
Home Page Address: _____

Person to contact for emergency service:
Billy Roberson/President
Phone/Cell/Pager # (850) 698-3776

Person to contact for disaster service:
Billy Roberson
Home Address: 6013 Southridge Rd
Milton, Fl. 32570
Home Phone/Cell/Pager # (850) 626-9911

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of 5% of bid.

The work shall be substantially completed within **One Hundred Fifty (150)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Eighty (180) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$ 1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

REVISED BID FORM ADDENDUM #1

BID FORM

Specification Number **PD16-17.001**

McNeal and Thompson Rd Dirt Road Paving

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: November 1, 2016

Commissioners:

In accordance with your "Invitation to Bid" and "Instructions to Bidders" for **McNeal and Thompson Rd Dirt Road Paving** as described and listed in this Invitation to Bid, and subject to all conditions thereof, I, undersigned, Roberson Excavation Inc. hereby propose to provide at the following price.
Company

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please indicate by marking an X in the blank (*Sec. 46-110.-Local Preference in Bidding*).
Yes No

PAY ITEMS - MCNEAL-THOMPSON ROAD

Addendum #2

Item No.	Item Description	Quantity	Units	Unit Price	Extension
1	Performance Bond	1	Per \$1000	\$12.10	\$25,629.37
2	Mobilization, 0 - 15 Miles	1	EA	\$500.00	\$500.00
3	Cleaning and Grubbing, per County Specifications 2230 (Includes All Tree Removals), Estimated Quantity of 15494 sy	1	LS	\$16,000.00	\$16,000.00
4	Relocate existing standard mailbox	8	EA	\$50.00	\$400.00
5	Earthwork Excavate, Haul, and Install, On-site	34551	CY	\$5.00	\$172,755.00
6	Earthwork Borrow, FDOT Specification 120-2.2.2	3240	CY	\$10.00	\$32,400.00
7	3" Top Soil	35337	SY	\$3.25	\$114,845.25
8	Stabilization Mat Type R-1	9142	SY	\$2.50	\$22,855.00
9	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	20897	SY	\$12.75	\$266,436.75
10	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	673	SY	\$14.75	\$9,926.75
11	12" Stabilized Subgrade, County Spec 2300, over 1000sy	22806	SY	\$3.00	\$68,418.00
12	Prime Coat, over 1000sy	22409	SY	\$0.65	\$14,565.85
13	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1250	SY	\$18.00	\$22,500.00
14	4" Sand Clay Base (Driveways), less than 1000sy	673	SY	\$2.50	\$1,682.50
15	8" Sand-Clay Base, County Spec 2460, over 1000sy	22408	SY	\$2.75	\$61,622.00
16	Thermoplastic 4" Double Solid Stripe, White or Yellow	8688	LF	\$1.76	\$15,290.88
17	Thermoplastic Stop Bar	53	LF	\$6.75	\$357.75
18	Stop Sign, R1-1	4	EA	\$214.50	\$858.00
19	Black on Orange Warning Sign	16	EA	\$85.00	\$1,360.00
20	Regulatory Sign Black on White Metal Sign	9	EA	\$205.00	\$1,845.00
21	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor. MOT shall include, but not limited to, message boards, temporary signs, cones, flag man, etc	1	LS	\$18,500.00	\$18,500.00
22	Variable Message Sign	0	EA/Day		
23	Flag Man	4	EA/Day		
24	Black on Orange Warning Sign	0	EA/Day		
25	R1-1 Stop Metal Sign	4	EA/Day		
26	38" or Larger Reflective Clipped Cone	100	EA/Day		
27	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	13760	SY	\$53.85	\$740,976.00
28	Misc. Concrete	15	CY	\$250.00	\$3,750.00
29	Ditch Bottom Inlet Top with Single Traversable Slot, Type D	2	EA	\$2,450.00	\$4,900.00
30	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	2	EA	\$2,100.00	\$4,200.00
31	18" RCP Pipe, 0'-6" depth	115	LF	\$45.50	\$5,232.50
32	14" X 23" ERCP Pipe, 0'-6" depth	585	LF	\$52.50	\$30,712.50
33	19" X 30" ERCP Pipe, 0'-6" depth	50	LF	\$62.50	\$3,125.00
34	34" X 53" ERCP Pipe, 0'-6" depth	115	LF	\$190.50	\$21,907.50
35	18" RCP Cross Drain MES, FDOT Index 272, 280	6	EA	\$525.00	\$3,150.00
36	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	25	EA	\$475.00	\$11,875.00
37	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	2	EA	\$625.00	\$1,250.00
39	Class I Concrete for Endwalls (steel included)	14	CY	\$1,050.00	\$14,700.00
40	4' x12' Precast FDOT Box Culvert	50	LF	\$1,950.00	\$97,500.00
41	Cast-in-Place Box Culvert Headwall (steel included)	30	CY	\$1,050.00	\$31,500.00
42	Bedding Stone for Box Culvert, under 1000sy	30	CY	\$85.00	\$2,550.00
43	Pipe Removal, 6"-24"	109	LF	\$22.00	\$2,398.00

PAY ITEMS - MCNEAL-THOMPSON ROAD

Addendum #2

Item No.	Item Description	Quantity	Units	Unit Price	Extension
44	Pipe Removal, 30" and larger	136	LF	\$24.00	\$3,264.00
45	Remove Existing Sand Bag Headwall, 6"-24" Pipe	3	EA	\$250.00	\$750.00
46	Remove Existing Sand Bag Headwall, 30" and Larger	4	EA	\$250.00	\$1,000.00
47	6" PVC Waterline, 0'-8' depth (Class 200)	6341	LF	\$9.15	\$58,020.15
48	3/4" Water Service Line - Short with Brass Saddles	45	LF	\$72.75	\$3,273.75
49	6" x 6" Tapping Sleeve w/Valve	1	EA	\$3,745.00	\$3,745.00
50	6" x 6" x 6" Tee Fitting	3	EA	\$750.00	\$2,250.00
51	6" Elbow, 22.5°, 45°, 90°	11	EA	\$175.00	\$1,925.00
52	6" Gate Valve w/ Box	2	EA	\$900.00	\$1,800.00
53	6" PVC Stub-out and cap	1	EA	\$325.00	\$325.00
54	Relocate Water Meter	8	EA	\$150.00	\$1,200.00
55	Re-connect Fire Hydrant	2	EA	\$1,875.00	\$3,750.00
56	Centipede Sod, Staked, over 1000sy	35336	SY	\$3.50	\$123,676.00
57	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	105	SY	\$88.50	\$9,292.50
58	Silt Fence Type III, over 500lf	16752	LF	\$2.00	\$33,504.00
59	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	\$5,500.00	\$5,500.00
60	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	1	EA	\$15,000.00	\$15,000.00
61	4' Wire Fence	3215	LF	\$4.50	\$14,467.50
62	Wood Split Rail Fence	280	LF	\$8.00	\$2,240.00
63	Remove Wood Split Rail Fence	280	LF	\$3.00	\$840.00
64	Remove Existing Wire Fence	3215	LF	\$2.00	\$6,430.00
65	End/Pull Post, Wood Post, 4' Wire Fence	20	EA	\$125.00	\$2,500.00
66	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA	\$500.00	\$500.00
Subtotal:					\$2,118,128.13

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County
(print name of the public entity)

by Billy Roberson/President
(print individual's name and title)

for Roberson Excavation Inc.
(print name of entity submitting sworn statement)

whose business address is

6013 Southridge Rd. Milton, Fl. 32570

and (if applicable) its Federal Employer Identification Number (FEIN) is:

65-0199737

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Billy [Signature]
(signature)

Sworn to and subscribed before me this 1st day of Nov., 2016

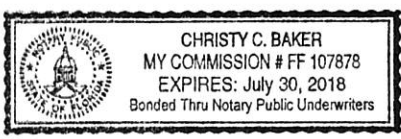
Personally known _____

OR produced identification _____ Notary Public - State of FL

My commission expires 7/30/18

(Type of identification)

Christy Baker
(Printed typed or stamped commissioned name of notary public)



Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Roberson Excavation Inc. does:

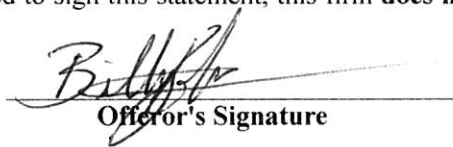
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.


Offeror's Signature

November 1, 2016
Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One) Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: L79686

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: Billy Roberson Secretary: _____

Vice President: Gay Roberson Treasurer: _____

Director: Deanna Roberson Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

Roberson Excavation Inc.

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: 6013 Southridge Rd

City, State, Zip: Milton, FL 32570

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: 65-0199737
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Billy Roberson E-mail:
Robersonex@aol.com
Telephone Number: (850) 626-9911 Facsimile Number: (850) 626-2130

Name of individual who will sign the instrument on behalf of the company:

Billy Roberson
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

President

END

(850) 488-9000 Verified by: _____ Date: _____

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER	
RU11066605	

The UNDERGROUND UTILITY & EXCAVATION CONTRACTOR

Named below HAS REGISTERED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2017

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

ROBERSON, BILLY R II
ROBERSON EXCAVATION, INC.
6013 SOUTHRIDGE DR
MILTON FL 32570



ISSUED: 07/07/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1507070000518

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
SEPTEMBER 30, 2017

THE ISSUANCE OF THIS RECEIPT DOES
NOT ENSURE COMPETENCY

2016 / 2017

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN
THE BUSINESS, PROFESSION, OR OCCUPATION OF

SPECIALIZED CONTRACTOR
6013 SOUTHRIDGE DR



Paid 09/01/2016 Receipt # 128-16-00171837 26.25

ACCT NO. 146115 GROUP TYPE 30154 TOTAL 26.25

ROBERSON EXCAVATION INC
6013 SOUTHRIDGE DR
MILTON, FL 32570900

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

OWNER: ROBERSON BILLY R

Detail by Entity Name

Florida Profit Corporation

ROBERSON EXCAVATION, INC.

Filing Information

Document Number	L79686
FEI/EIN Number	65-0199737
Date Filed	06/08/1990
State	FL
Status	ACTIVE

Principal Address

6013 SOUTHRIDGE RD.
MILTON, FL 32570

Changed: 01/05/2012

Mailing Address

6013 SOUTHRIDGE RD.
MILTON, FL 32570

Changed: 01/05/2012

Registered Agent Name & Address

ROBERSON, BILLY R.
6013 SOUTHRIDGE RD.
MILTON, FL 32570

Address Changed: 01/05/2012

Officer/Director Detail

Name & Address

Title President

ROBERSON, BILLY R.
6013 SOUTHRIDGE RD.
MILTON, FL 32570

Title Officer

ROBERSON, DEANNA C.
6013 SOUTHRIDGE RD.
MILTON, FL 32570

Annual Reports

Report Year	Filed Date
2014	01/09/2014
2015	02/04/2015
2016	03/17/2016



State of Florida

Business Certification

Roberson Excavation, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

August 19, 2015 to August 19, 2017

Torey Alston, Executive Director

Florida Department of Management Services
Office of Supplier Diversity

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805

<http://www.myescambia.com/solicitations>



CLAUDIA SIMMONS, CPPO
Purchasing Manager

October 21, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: McNeal & Thompson Road Dirt Road Paving
Specification Number PD 16-17.001

Bidders:

This Addendum #1 for the following:

1. Remove page 15 of 31 of Bid Set Drawings for McNeal Road and replace with the attached page 15 Rev. 1 of 31.
2. Remove the Bid Form pages 5, 6 and 7 and replace with the attached REVISED BID FORM. Revised for two changes.
 - a. Replace the Quantity on Line Item #36, from 17 to 25 (highlighted in yellow)
 - b. Remove Line Item # 38 in its entirety (Lined out on the bid form)

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in cursive script that reads "Claudia Simmons".

Claudia Simmons, Manager
Office of Purchasing

SIGNED:
COMPANY:
CS/ik

A handwritten signature in cursive script, followed by a horizontal line. Below the line are the initials "CS/ik".

Addendum 1
16-17.001

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
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CLAUDIA SIMMONS
Purchasing Manager

November 1, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: McNeal & Thompson Road Dirt Road Paving
Specification Number PD 16-17.001

Bidders:

This Addendum #2 for the following:

1. Remove the Bid Sheet provided with Addendum #1 and Replace with the Bid Form attached to and provided in Addendum #2.

The attached Bid Form for Addendum #2 provides for the following changes.

Item #21, Revised Item Description and changed the Unit from EA to LS

Items #22 – Delete - Stricken out on Bid Form

Items #23 – Delete - Stricken out on Bid Form

Items #24 – Delete - Stricken out on Bid Form

Items #25 – Delete - Stricken out on Bid Form

Items #26 – Delete - Stricken out on Bid Form

Item 47 – Revised Item Description to Require Class 200 Pipe

Item 48 – Revised Item description from 1" water service to ¾" water service and added the requirement for brass saddles

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,


Claudia Simmons, Manager
Office of Purchasing

SIGNED: 
COMPANY:
CS/lk

Addendum 2
16-17.001



October 21, 2016

Escambia County
Attention: Claudia Simmons
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591

Re: Roberson Excavation, Inc.
McNeal and Thompson Rd Dirt Road Paving
Specification PD 16-17.001
11-2-16 Bid Date

Dear Ms. Simmons:

Roberson Excavation, Inc. will be able to obtain the levels of insurance required as required by the contract and indicated on the sample certificate of insurance should they be awarded the contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shelby E. Daniels'. The signature is fluid and cursive, written over a light gray background.

Shelby E. Daniels
Owner



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11595 **County Attorney's Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 01/19/2017
Issue: Resolution Authorizing Participation in a Joint Public Meeting
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Authorizing Participation in a Joint Public Meeting

That the Board adopt a Resolution authorizing participation in a joint public meeting on or about January 30, 2017, with the City Council of the City of Pensacola.

BACKGROUND:

Pursuant to §125.001, Florida Statutes, the Escambia County Board of County Commissioners is hereby authorized to hold joint meetings with the governing body of one or more adjacent counties or municipalities to discuss matters of mutual interest. In order to participate in a joint public meeting, the governing body must first adopt a resolution authorizing such participation. Per the statute, no official vote may be taken at a joint public meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution Authorizing Participation in a Joint Public Meeting with the City Council

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING PARTICIPATION IN A JOINT PUBLIC MEETING WITH THE CITY COUNCIL OF THE CITY OF PENSACOLA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §125.001, Florida Statutes, the Escambia County Board of County Commissioners is hereby authorized to hold joint meetings with the governing body of one or more adjacent counties or municipalities to discuss matters of mutual interest; and

WHEREAS, the Board and the City Council of the City of Pensacola wish to participate in a joint meeting on or about January 30, 2017, for the purpose of discussing matters of mutual interest.

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

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby authorizes participation in a joint public meeting on or about January 30, 2017, with the City Council of the City of Pensacola provided that no official vote may be taken at said meeting.

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk (SEAL)

Approved as to form and legal
sufficiency.

By/Title: _____
Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11611

County Attorney's Report 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 01/19/2017

Issue: McDonald Property Tenants

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning McDonald Property Tenants

The terms of the sales contract for the McDonald property called for closing on January 13, 2017. The County Attorney requests direction from the Board concerning the tenants remaining on the premises.

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

No file(s) attached.
