

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

CHAMBER RULES

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

**PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED**

AGENDA

Board of County Commissioners

Regular Meeting – July 18, 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 May.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.
6. Presentations - Certificate by Inger Alderfer, Senior Regional Director Northwest Florida, American Heart Association, to Escambia County Emergency Medical Services, signifying the Lifeline Gold EMS Recognition.

7. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Carol Martinez on her retirement and outstanding record of service to the public and expressing the Board's appreciation for her 19 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida;

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

C. Adopt the Proclamation commending Special Agent Matthew Infinger for his ability to work together for countless hours with other law enforcement personnel to manage a multi-agency, multi-state investigation from inception through arrest to bring justice for Naomi Jones;

D. Adopt the Proclamation commending Lead Investigator Michelle Wert for her ability to work together for countless hours with other law enforcement personnel to manage a multi-agency, multi-state investigation from inception through arrest to bring justice for Naomi Jones; and

E. Ratify the Proclamation dated July 3, 2017, recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.



8. Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Donna Joyce Balsan, Jail Laundry Worker, Corrections Department, on 31 years of dedicated service;

B. The Proclamation commending and congratulating Brenda Lynette Barge, Jail Master Corrections Officer, Corrections Department, on 26 years of dedicated service;

C. The Proclamation commending and congratulating Alice Marie Hurst, Jail Senior Corrections Officer, Corrections Department, on 16 years of dedicated service; and

D. The Proclamation commending and congratulating Lake Stephens Mock, Jail Master Corrections Officer, Corrections Department, on 18 years of service.

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

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

10. 5:31 p.m. Public Hearing to consider adopting an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 10, Article I, Section 10-11, related to Dog Friendly Dining Establishments.

Recommendation: That the Board adopt an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 10, Article I, Section 10-11, related to Dog Friendly Dining Establishments.

11. Reports:

**CLERK & COMPTROLLER'S REPORT**

Backup Not Included With The Clerk's Report Is Available For Review In  
The Office Of The Clerk To The Board  
Ernie Lee Magaha Government Building, Suite 110

I. Consent Agenda

1. Recommendation Concerning Documents Provided for Filing with the Board's Minutes

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

A. The Escambia County Community Redevelopment Agency Residential Rehab Grant Program Lien Agreement, approved by the Board on January 21, 2016, and recorded in Official Records Book 7724, Pages 935-936, for property located at 110 Jardine Road, A&B, Pensacola, Florida, owned by Frances J. Walsh; and

B. The *State of Florida Department of Transportation Local Agency Program Agreement*, for the construction of the Quietwater Beach Ferry Landing, approved by the Board on August 18, 2016.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 6, 2017; and

B. Approve the Minutes of the Regular Board Meeting held July 6, 2017.

## GROWTH MANAGEMENT REPORT

### I. Public Hearing

1. 5:45 p.m. - Cancellation of a Public Hearing Concerning the Conditional Use Determination and the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 2390 Longleaf Drive, Pensacola, FL, Sunbelt Crushing, Inc.

That the Board of County Commissioners (BCC) cancel the 5:45 p.m., Public Hearing scheduled to review the Conditional Use Determination and the renewal of a Recycling Permit for an asphalt/concrete crushing recycling and processing facility located at 2390 Longleaf Drive, Pensacola, FL, owned by Sunbelt Crushing, Inc.

### II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

#### **August 3, 2017**

##### **A. 5:51 p.m. - A Public Hearing - Brickton Pit**

*Summary: Review and approve, modify, or deny the request of a permit for an expansion of a land clearing debris borrow pit located at 8800 N Hwy 29.*

##### **B. 5:52 p.m. - A Public Hearing - Sunbelt Crushing, LLC Permit Renewal**

*Summary: Review and approve, modify, or deny the renewal of a permit for an existing concrete recycling facility located at 2390 Longleaf Drive.*

##### **C. 5:53 p.m. - A Public Hearing - Comprehensive Plan Amendment CPA-2017-01 - Airport Zone Protection (second of two public hearings)**

*Summary: Amendments to the Comprehensive Plan addressing changes derived from F.S. 333 Airport Zoning, adopted; In July of 2016; The F. S., was amended to reflect changes in airport regulation, compatibility, permitting, and Department of Transportation requirements. Instead of having just the power to adopt airport zoning regulations, a political subdivision is now required to do so. The regulations include a permitting process for the construction or alteration of any obstruction. In addition to proposed construction, permitting also covers alterations to existing structures. Increased responsibility is given to political*

*subdivisions to not only adopt, but also to administer and enforce airport land use compatibility. The prohibition of new landfills and restriction of existing landfills remains intact, but the technical definitions of the point of origin to begin distance measurements for the incompatibilities has been modified.*

## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Human Resources Department - Eric Kleinert, Human Resources Department Director

That the Board approve the Request for Disposition of Property Form for the Human Resources Department, for property which is described and listed on the form, with the stated reason for disposition. The listed item has been found to be of no further usefulness to the County; thus, it is requested this item be disposed of properly.

2. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Unopened Right-of-Way on Anderson Street - Joy D. Blackmon, P.E., Public Works Department Director.

That the Board take the following action regarding a Petition to Vacate a portion of unopened right of way on Anderson Street:

A. Authorize the scheduling of a Public Hearing on August 17, 2017, at 5:31 p.m., to consider the vacation of a portion of Anderson Street (unopened right-of-way), as petitioned by Capstone Adaptive Learning and Therapy Centers, Inc.; and

B. Require the petitioner to notify all property owners within a 2,500-foot radius of the proposed vacation area.

3. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 22, 2017- Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the June 22, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

4. Recommendation Concerning the Interagency Information Sharing Agreement for Vendor Personnel with the Santa Rosa County Sheriff's Office - Tamyra Jarvis, Director of Corrections

That the Board take the following action:

A. Approve the Interagency Information Sharing Agreement for Vendor Personnel with the Santa Rosa County Sheriff's Office; and

B. Ratify the execution of the Agreement by Director, Tamyra Jarvis.

5. Recommendation Concerning the Amended Conservation Easement for Perdido Landfill Section Five Expansion - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the Amended Conservation Easement for the Perdido Landfill Section Five Expansion:

A. Approve the Amended Conservation Easement between Escambia County and the State of Florida Department of Environmental Protection (FDEP), for the Perdido Landfill Section Five Expansion, for the purpose of adding the U.S. Army Corps of Engineers (USACE) Permit information as a permanent reference and to ensure that USACE be party to any modification, alteration, release, or revocations of the conservation easement. This Amendment will allow the USACE to review and approve as necessary, any additional structures or activities that require approval and will ensure that future Escambia County officials have all the necessary information to make any decisions related to releasing the Conservation Easement;

B. Authorize the payment of incidental expenditures associated with the recording of the Amended Conservation Easement and any associated documents; and

C. Authorize the Chairman to execute the Amended Conservation Easement and any other documents associated with granting of the Amended Conservation Easement.

6. Recommendation Concerning Escambia County Housing Finance Authority Reappointment - Jack R. Brown, County Administrator

That the Board take the following action concerning a reappointment to the Escambia County Housing Finance Authority, as requested by Patricia D. Lott, Executive Director:

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

B. Reappoint Steve Jernigan for another four-year term, effective August 1, 2017, through July 31, 2021.

Mr. Jernigan responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from June 19, 2017, to July 3, 2017, to seek residents interested in volunteering to be considered for an appointment on the Escambia County Housing Finance Authority. No other residents responded to the General Alert.

## II. Budget/Finance Consent Agenda

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

That the Board ratify the following July 18, 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 seven Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Jane E. Thiesse, owner of residential property located at 419 Southeast Baublits Drive, Warrington Redevelopment District, each in the amount of \$2,185, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install a new roof;
2. The Agreements between Escambia County CRA and Lori Cooper, owner of residential property located at 212 Brown Road, Warrington Redevelopment District, each in the amount of \$4,045, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install a new roof, install new windows, and storm shutter installation;
3. The Agreements between Escambia County CRA and Lynwood V., Jr., and Vicki A. Fletcher, owners of residential property located at 632 Lakewood Road, 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, to install windows;
4. The Agreements between Escambia County CRA and Isobel Jacobs, owner of residential property located at 214 Payne Road, Warrington Redevelopment District, each in the amount of \$2,400, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install a new roof;
5. The Agreements between Escambia County CRA and Robert G. Handshumaker and Anna J. Erikson, owners of residential property located at 104 Brandywine Road, Barrancas Redevelopment District, each in the amount of \$5,475, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof;
6. The Agreements between Escambia County CRA and Michelle A. Ray, owner of residential property located at 208 Henry Street, Barrancas



Redevelopment District, each in the amount of \$2,285, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof;

7. The Agreements between Escambia County CRA and William E., III, and Julie Grimsley, owners of residential property located at 1214 Wilson Avenue, Barrancas Redevelopment District, each in the amount of \$4,163, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install central heating and air conditioning; and

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

2. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for Property Located at 3960 Navy Boulevard - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following July 18, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3960 Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Navy Park, LLC, owner of commercial property located at 3960 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$2,929, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install fencing; and

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

3. Recommendation Concerning Amendment #1 to the SHIP Program Agreement with Northwest Florida Community Housing Development Corporation - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to the SHIP (State Housing Initiatives Partnership) Program Agreement with Northwest Florida Community Housing Development Corporation:

A. Approve Amendment #1 to the Escambia County SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program with the Northwest Florida Community Housing Development Corporation to extend the Contract end date through December 31, 2017; and

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

[Funding: Fund 120/2016 SHIP, Cost Center 370202]

4. Recommendation Concerning Supplemental Budget Amendment #167 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #167, Escambia Restricted Fund (101), in the amount of \$6,000, to recognize reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses.

5. Recommendation Concerning Supplemental Budget Amendment #168 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #168, Local Option Sales Tax Fund (352), in the amount of \$140,000, to recognize proceeds from a Florida Department of Transportation Joint Project Agreement, and to appropriate these funds for the purchase of traffic signal controllers for approximately 38 different locations in Escambia/Santa Rosa Counties.

6. Recommendation Concerning the Fiscal Year 2017/2018 Certification of Taxable Value - Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2017/2018 Budget:

A. Certify the millage rates for Fiscal Year 2017/2018 as follows:

County-wide Operating – 6.6165  
Law Enforcement/Sheriff's MSTU – .685  
Library MSTU – .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public, the millage rates must be certified by August 4, 2017.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2016/2017;

B. Certify the proposed millage rates at 2.91% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2017/2018;

D. Schedule a Public Hearing on the Fiscal Year 2017/2018 Budget for September 12, 2017, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2017/2018 non-ad valorem special assessment roll at 5:32 p.m., on September 12, 2017, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola Florida.

7. Recommendation Concerning a Change Order in Excess of \$50,000 to Aramark Corporation for Escambia County Jail Inmate Meals - Tamyra Jarvis, Corrections Department Director.

That the Board approve and authorize the County Administrator to execute the following Change Order 1, in excess of \$50,000, adding funds for Escambia County Jail inmate meals:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$101,900
Vendor:	Aramark Correctional Services, LLC
PO:	170104
CO:	1
Original Award Amount:	\$1,040,000
Cumulative Amount of Change Orders Through This CO:	\$101,900
New PO Total:	\$1,141,900

[Funding Source: Fund 001, General Fund, Cost Center 290401, Object Code 53401]

8. Recommendation Concerning an Agreement between Regarding the Housing of Adult Post-Adjudicatory Drug Court Participants at the Community Corrections Work Release Facility in Escambia County, Florida - Tamyra Jarvis, Corrections Department Director

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

A. Approve the Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility; and

B. Authorize the Chairman to sign the Agreement.

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

9. Recommendation Concerning Utilization of the First of Two Possible One-Year Extensions Provided for the Multiple Award Agreement for Corrections Department Laundry and Cleaning Supplies, PD 13-14.046 - Tamyra Jarvis, Corrections Department Director

That the Board approve the utilization of the first of two possible one-year extensions provided for under Section 2 of the following Agreements covered by PD 13-14.046:

A. Agreement for Laundry and Cleaning Supplies PD 13-14.046 between Bob Barker Company, Inc., and Escambia County, Florida; and

B. Agreement for Laundry and Cleaning Supplies PD 13-14.046 between Charles Neely Corporation-PR Chemical & Paper Supply and Escambia County, Florida.

[Funding: Fund 001, General Fund, Cost Center 290401]

10. Recommendation Concerning the Acceptance of a Drainage Easement for 750 Cooley Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a drainage easement from Christopher A. Shiver and Amanda D. Shiver for property located at 750 Cooley Road:

A. Accept the donation of a drainage easement, located at 750 Cooley Road, from Christopher A. Shiver and Amanda D. Shiver for drainage improvements;

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

C. Authorize the payment of incidental expenditures associated with the recording of the Drainage Easement document; and

D. Authorize the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Fund 352, LOST III, Account Code 210107/56101, Project #17EN3925]

11. Recommendation Concerning a Change Order to Volkert, Inc., on Contract PD 02-03.79, Professional Services Contract - Construction, Engineering and Inspection Services for Coffee Creek Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Volkert, Inc., on Contract PD 02.03.79, Professional Services Contract - Construction, Engineering and Inspection (CEI) Services for the Coffee Creek Bridge:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	\$20,400
Vendor:	Volkert, Inc.
Project Name:	CEI Services for Coffee Creek Bridge
Contract:	PD 02-03.79 Professional Services
PO No.:	170872
CO No:	1
Original Award Amount:	\$49,700
Cumulative Amount of Change Orders through this CO:	\$20,400
New Contract Total:	\$70,100

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492/56301, Project #ESGSW05]

12. Recommendation Concerning the Southwest Sports Complex - Michael E. Rhodes, Parks and Recreation Department Director

That the Board take the following action:

A. Approve the reallocation of funds from the Capital Improvement Program - Park Development Project, in the amount of \$100,000, to the Southwest Sports Complex; and

B. Authorize the issuance of a Purchase Order to Musco Sports Lighting, LLC, (MUSCO), in the amount of \$255,000, to add additional athletic field lights at the Southwest Sports Complex.

[Funding Source: Fund 352, LOST III, Cost Center 350229]

13. Recommendation Concerning Contract Award for Case Management Software Program for Corrections - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the Chairman to sign the Case Management Software Agreement between Escambia County, Florida, and Spirit Solutions, Inc., per the terms and conditions of PD 16-17.025, Case Management Software Program for Corrections, and the provided Agreement, for a total implementation cost for Year 1, which shall not exceed \$177,125.00. Thereafter, the annual software licensing fee for Years 2-5 shall be payable upon the anniversary of the commencement of this Agreement at the rate of \$65,000 annually. The term of this Agreement shall commence as of the date last executed and continue for a term of five years. Upon the expiration of the initial term, if it is determined that interim performance is necessary to allow for the solicitation and award of a new Agreement, the parties may agree to extend the Agreement on a month-to-month basis up to a maximum of six additional months. Pricing and all other terms and conditions of the Agreement shall apply during the interim period. The total duration of this Agreement shall not exceed five years and six months.

[Funding: Fund 114, Misdemeanor Probation, Cost Center 290301, Object Code 55201]



14. Recommendation Concerning Contract Award for Lobbying Services for Escambia County, Florida, for Federal Assistance - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the Chairman to sign the Agreement for Federal Lobbying Services between Escambia County, Florida, and Alcalde & Fay, LTD., Inc., per the terms and conditions of PD 16-17.038, Lobbying Services for Escambia County, Florida, for Federal Assistance and the provided Agreement for an annual retainer fee of \$78,000. The retainer fee shall be paid in twelve monthly payments of \$6,500 and up to \$4,000 shall be paid for all annual travel expenses, which shall be reimbursable if pre-approved by the County Administrator or County Attorney.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

15. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way Off Arthur Brown Road, on the Board's Own Motion - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the scheduling of a Public Hearing to consider the vacation of a portion of unopened right-of-way located off Arthur Brown Road, on the Board's own motion:

A. Authorize the scheduling a Public Hearing for August 3, 2017, at 5:34 p.m., to consider the vacation of a portion of unopened right-of-way located off Arthur Brown Road (approximately 0.16 acres); and

B. Authorize the expenditure of funds for all costs associated with this vacation.

[Funding Source: Fund 175, "Transportation Trust Fund," Account 211602/54901]

### III. For Discussion

1. Recommendation Concerning the Acquisition of Real Property from Ashbury Hills Homeowners Association, Inc., for the Bristol Park - Ashbury Hills Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the purchase of 5.02 acres of real property, located on Ashbury Lane, from Ashbury Hills Homeowners Association, Inc.:

A. Authorize the purchase of 5.02 acres of real property located on Ashbury Lane (parcel ID 03-1S-31-1800-000-080), owned by Ashbury Hills Homeowners Association, Inc., for the Bristol Park - Ashbury Hills Area Project, for the purchase price of \$15,000;

B. Approve the Contract for Sale and Purchase for the acquisition of 5.02 acres of real property on Ashbury Lane from Ashbury Hills Homeowners Association, Inc.; and

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

[Funding Source: Fund 352, LOST III, Account Code 210107/56101, Project #15EN3205]

2. Recommendation Concerning the U.S. Department of Housing and Urban Development Environmental Review for Continuum of Care Programs - Tonya Gant, Neighborhood & Human Services Director

That the Board consider whether the County will be the responsible entity for U.S. Department of Housing and Urban Development (HUD) Environmental Reviews for the Continuum of Care Programs, whether the Neighborhood Enterprise Division can undertake the Reviews for Escambia and Santa Rosa Counties, and whether to authorize the County Administrator to sign off on the reviews.

3. Recommendation Concerning a Reappointment or an Appointment to the Area Housing Commission - Jack R. Brown, County Administrator

That the Board take the following action concerning a reappointment or an appointment to the Area Housing Commission:

A. Reappoint Carl E. Reeves to serve another four-year term, effective retroactively June 20, 2017, through June 19, 2021; or

B. Appoint one of the following candidates to serve a four-year term, effective July 18, 2017, through July 17, 2021:

1. John W. Carrell;
2. Kathleen A. Wilks;
3. Michael R. Moore; or
4. Lauren Cobb.

Mr. Reeves, Mr. Carrell, and Ms. Wilks responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from May 11, 2017, to May 25, 2017, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission. Mr. Moore and Ms. Cobb responded to the General Alert posted on the County's website on June 26, 2017, which extended the deadline for submissions to July 10, 2017.

## COUNTY ATTORNEY'S REPORT

### I. For Action

1. Recommendation Concerning Approval of Mediated Settlement in the Sum of \$70,000.00 in the Case of Charles Brumley as the Personal Representative of the Estate of James Brumley v. Escambia County, Case No.: 2015 CA 001814

That the Board take the following action:

A. Approve the settlement reached during mediation in the sum of \$70,000.00 to be paid to Charles Brumley as Personal Representative of the Estate of James Brumley and his attorneys in exchange for the execution of a general release and stipulation for dismissal with prejudice, and;

B. Authorize Scott Seagle, attorney for the County, to execute a stipulation for dismissal with prejudice once the appropriate releases are executed and delivered to Mr. Seagle and settlement payment is made.

[Funding: Fund 501, Balance Sheet Account 239898]

2. Recommendation Concerning Recording and Executing Lien Against South Palafox Properties, LLC for Fire Suppression Costs at 6990 Rolling Hills Road, a/k/a Rolling Hills Yard Trash Disposal Center

That the Board take the following action against South Palafox Properties, LLC to recover fire suppression costs in the sum of \$216,409.61 with accrued interest incurred by Escambia County regarding the real property located at 6990 Rolling Hills Road, a/k/a Rolling Hills Yard Trash Disposal Center from February 17, 2017 through February 28, 2017, pursuant to Part I, Section 82-20, Escambia County Code of Ordinances:

A. Authorize the County Administrator or his designee to sign the attached Notice of Lien; and

B. Authorize the County Attorney's Office to record the Notice of Lien in the Official Records of Escambia County, Florida and to initiate foreclosure and execution proceedings in the Circuit Court of Escambia County, Florida.

3. Recommendation Concerning the Scheduling of a Public Hearing to consider an Ordinance amending Section 74-36(18) of the Escambia County Code of Ordinances

That the Board authorize the scheduling of a Public Hearing on Thursday, August 3, 2017, at 5:33 p.m. to consider adopting an Ordinance amending Volume 1, Chapter 74, Article II, Section 74-36(18) of the Escambia County Code of Ordinances relating to rules and regulations applicable to persons using the beach.

4. Recommendation Concerning Scheduling an Executive Session on July 28, 2017 Regarding Pending Union Negotiations with the Amalgamated Transit Union (ATU)

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending union negotiations with the ATU in accordance with Sections 447.605 and 286.011, Fla. Stat. for Friday, July 28, 2017 at 8:30 a.m.

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, July 22, 2017.

#### PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its chief executive officer to discuss pending union negotiations with the Amalgamated Transit Union, in accordance with Sections 447.605 and 286.011, Fla. Stat. Such executive session will be held at 8:30 a.m., on Friday, July 28, 2017, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Douglas B. Underhill, Jeff Bergosh, Lumon J. May, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Assistant County Administrator Amy Lovoy, Director of Human Resources Eric Kleinert and Michael Mattimore, attorney representing Escambia County in the foregoing union negotiations (members of the County's collective bargaining team).

## II. For Information

1. Recommendation Concerning Regions Bank D/B/A Regions Mortgage v. The Unknown Heirs, Grantees, Devisees, Lienors, Trustees and Creditors of Angie S. Rogers, Deceased, et al; Case No.: 2015 CA 002123

That the Board accept the following information in the matter of Regions Bank D/B/A Regions Mortgage v. The Unknown Heirs, Grantees, Devisees, Lienors, Trustees and Creditors of Angie S. Rogers, Deceased, et al:

Escambia County was previously joined as a Defendant in the above referenced foreclosure action involving certain real property owned by Angie S. Rogers. The County retained an interest in the property by virtue of a Neighborhood Stabilization Program (NSP) Mortgage and Security Agreement in the sum of \$50,000.00. The County's interest was subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus was retained by the Clerk. Upon the County's Motion for Disbursement of Surplus, the County recovered the surplus funds held in the court's registry totaling \$10,824.62 as partial satisfaction of the County's interest.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.



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

**AI-12473**

**Proclamations 7.**

**BCC Regular Meeting**

**Meeting Date:** 07/18/2017

**Issue:** Adoption/Ratification of Proclamations

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Carol Martinez on her retirement and outstanding record of service to the public and expressing the Board's appreciation for her 19 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida;

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

C. Adopt the Proclamation commending Special Agent Matthew Infinger for his ability to work together for countless hours with other law enforcement personnel to manage a multi-agency, multi-state investigation from inception through arrest to bring justice for Naomi Jones;

D. Adopt the Proclamation commending Lead Investigator Michelle Wert for her ability to work together for countless hours with other law enforcement personnel to manage a multi-agency, multi-state investigation from inception through arrest to bring justice for Naomi Jones; and

E. Ratify the Proclamation dated July 3, 2017, recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

**BACKGROUND:**



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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Carol Martinez

Center for Independent Living Disability Resource Center

Matthew Infinger

Michelle Wert

Blue Angels

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**PROCLAMATION**

**WHEREAS, Carol Martinez has served the citizens of Escambia County and the State of Florida very faithfully for 19 years, retiring as Senior Election Support Assistant for the Supervisor of Elections; and**

**WHEREAS, Ms. Martinez began her service with Escambia County with the Civil Service Board in 1998, she became a permanent employee in the elections office in 2000; and**

**WHEREAS, Ms. Martinez began her service with Supervisor of Elections Bonnie Jones; and**

**WHEREAS, since David Stafford took office in January 2005, Ms. Martinez's dedication and exemplary service to the voters of Escambia County has advanced the success of the Supervisor of Elections Office in serving the public; and**

**WHEREAS, her helpful and courteous personality, patience, and loyalty will be greatly missed; and**

**NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Carol Martinez on her retirement and outstanding record of service to the public.**

**BE IT FURTHER PROCLAIMED, that the Board of County Commissioners of Escambia County expresses its appreciation to Carol Martinez for 19 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida.**

**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: July 18, 2017**

## PROCLAMATION

**WHEREAS**, the Americans with Disabilities Act (ADA) was passed 27 years ago on July 26, 1990, to ensure the civil rights of citizens with disabilities; and

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

**WHEREAS**, in keeping with the purpose of the ADA, Escambia County is committed to the principles of universal design of the built environment and the inclusion of persons with disabilities in all aspects of public life; and

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

**WHEREAS**, the 27th Anniversary of the Americans with Disabilities Act will be celebrated by the CILDRC, people with disabilities, and their families and friends at the ADA Annual Awards and Volunteer Recognition Luncheon on August 3, 2017.

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

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

**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: July 18, 2017**

**PROCLAMATION**

**WHEREAS**, on June 1, 2017, the Florida Department of Law Enforcement was requested by the Escambia County Sheriff's Office to assist in the Naomi Jones' missing-endangered child investigation; and

**WHEREAS**, Naomi Jones was reported to be missing from 1460 East Johnson Avenue, #117, in Pensacola, Florida; and

**WHEREAS**, from June 1 through June 5, 2017, the Florida Department of Law Enforcement Special Agents and Crime Intelligence Analysts teamed with the Escambia County Sheriff's Office, Federal Bureau of Investigation, KlassKids Foundation, and Escambia Search & Rescue to staff the investigation twenty-four hours a day. Over 298 law enforcement and search & rescue personnel worked tirelessly to search for Naomi Jones; and

**WHEREAS**, Matthew Infinger, a Florida Department of Law Enforcement Special Agent since 2015, was previously an Escambia County Sheriff's Deputy and Investigator from 2006 to 2015; and

**WHEREAS**, Special Agent Infinger was assigned as the Lead Agent in the Naomi Jones' case and was tasked with working alongside Escambia County Sheriff's Officer Lead Investigator Michelle Wert; and

**WHEREAS**, Special Agent Infinger and Investigator Wert conducted and coordinated critical interviews, led twice-daily investigation briefings, and coordinated the overall direction of the multi-agency missing child investigation team; and

**WHEREAS**, on June 5, 2017, the body of Naomi Jones was recovered approximately four miles west of her residence near the intersection of Detroit Boulevard and Ashland Avenue in Pensacola; and

**WHEREAS**, the Florida Department of Law Enforcement and the Federal Bureau of Investigation Agents and Analysts continued to provide direct investigative support to the Escambia County Sheriff's Office in support of the ensuing homicide investigation; and

**WHEREAS**, during the late evening hours of June 7, 2017, law enforcement developed probable cause to detain and interview Robert L. Howard. Special Agent Infinger teamed with Investigator Wert and Sergeant Kevin Coxwell to interrogate Howard, who ultimately confessed to killing Naomi Jones and was charged with first degree premeditated murder and one count of kidnapping.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends Special Agent Matthew Infinger for his ability to work together for countless hours with other law enforcement personnel to manage a multi-agency, multi-state investigation from inception through arrest to bring justice for Naomi Jones.

**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: July 18, 2017

## PROCLAMATION

**WHEREAS**, on June 1, 2017, the Florida Department of Law Enforcement was requested by the Escambia County Sheriff's Office to assist in the Naomi Jones' missing-endangered child investigation; and

**WHEREAS**, Naomi Jones was reported to be missing from 1460 East Johnson Avenue, #117, in Pensacola, Florida; and

**WHEREAS**, from June 1 through June 5, 2017, the Florida Department of Law Enforcement Special Agents and Crime Intelligence Analysts teamed with the Escambia County Sheriff's Office, Federal Bureau of Investigation, KlassKids Foundation, and Escambia Search & Rescue to staff the investigation twenty-four hours a day. Over 298 law enforcement and search & rescue personnel worked tirelessly to search for Naomi Jones; and

**WHEREAS**, Michelle Wert, a Lead Investigator with the Escambia County Sheriff's Office, was hired in 2005 as a dispatcher. In 2009 she became a sworn Deputy, and in 2013 she transferred to Investigations/Homicide Division; and

**WHEREAS**, Investigator Wert was tasked with working alongside Lead Florida Department of Law Enforcement Special Agent Matthew Infinger in the Naomi Jones' case; and

**WHEREAS**, Investigator Wert and Special Agent Infinger conducted and coordinated critical interviews, led twice-daily investigation briefings, and coordinated the overall direction of the multi-agency missing child investigation team; and

**WHEREAS**, on June 5, 2017, the body of Naomi Jones was recovered approximately four miles west of her residence near the intersection of Detroit Boulevard and Ashland Avenue in Pensacola; and

**WHEREAS**, the Florida Department of Law Enforcement and the Federal Bureau of Investigation Agents and Analysts continued to provide direct investigative support to the Escambia County Sheriff's Office in support of the ensuing homicide investigation; and

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**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends Lead Investigator Michelle Wert for her ability to work together for countless hours with other law enforcement personnel to manage a multi-agency, multi-state investigation from inception through arrest to bring justice for Naomi Jones.

### **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: July 18, 2017

**PROCLAMATION**

**WHEREAS**, for 71 years the "Blue Angels" have accomplished their mission of enhancing Navy and Marine Corps recruiting efforts and representing the naval service to the United States, its elected leadership, and foreign nations; and

**WHEREAS**, the United States Navy Flight Demonstration Squadron known as the "Blue Angels" are ambassadors for not only the United States Navy and the United States Marine Corps, but also for Escambia County and the surrounding communities; and

**WHEREAS**, the "Blue Angels" are stationed at Sherman Field, NAS Pensacola, making the "Blues" Escambia County's own; and

**WHEREAS**, since inception the "Blue Angels" have performed for more than 495 million fans; and

**WHEREAS**, the "Blue Angels" are part of the heart of our community and bring their spirit of commitment to Escambia County by providing exemplary service to our community through their numerous activities; and

**WHEREAS**, the "Blue Angels" embody the spirit of the American people and promote patriotism and goodwill for the United States of America wherever they may fly.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby recognize and commend the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

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

  
\_\_\_\_\_  
Douglas Underhill, Chairman, District Two

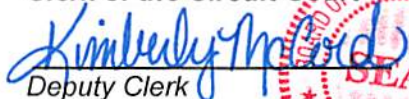
Jeff Bergosh, Vice Chairman, District One

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: July 3, 2017



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

AI-12465

Proclamations 8.

**BCC Regular Meeting**

**Meeting Date:** 07/18/2017

**Issue:** Adoption of Retirement Proclamations

**From:** Eric Kleinert, Department Director

**Organization:** Human Resources

**CAO Approval:**

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**RECOMMENDATION:**

Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

- A. The Proclamation commending and congratulating Donna Joyce Balsan, Jail Laundry Worker, Corrections Department, on 31 years of dedicated service;
- B. The Proclamation commending and congratulating Brenda Lynette Barge, Jail Master Corrections Officer, Corrections Department, on 26 years of dedicated service;
- C. The Proclamation commending and congratulating Alice Marie Hurst, Jail Senior Corrections Officer, Corrections Department, on 16 years of dedicated service; and
- D. The Proclamation commending and congratulating Lake Stephens Mock, Jail Master Corrections Officer, 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

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**Attachments**

retprocs071817

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## **PROCLAMATION**

**WHEREAS**, Donna Joyce Balsan worked as a County employee very faithfully for 31 years, retiring as a Jail Laundry Worker with the Corrections Department, Jail Division; and

**WHEREAS**, Ms. Balsan has been an invaluable member of the Corrections team since November 25, 1985, when she accepted a Laundry Worker position with the Corrections Department and was a true asset to the agency; and

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

**WHEREAS**, Ms. Balsan will be deeply missed by her friends and colleagues and her leadership skills were stellar.

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

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

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

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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**

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Deputy Clerk

Adopted: July 18, 2017

## **PROCLAMATION**

**WHEREAS**, Brenda Lynette Barge worked as a County employee very faithfully for 26 years, retiring as a Jail Master Corrections Officer with the Corrections Department, Jail Division; and

**WHEREAS**, Ms. Barge has been an invaluable member of the Corrections team since March 11, 1991, when she accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency and her shift; and

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

**WHEREAS**, Ms. Barge will be deeply missed by her friends and colleagues and her leadership skills were stellar.

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

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Brenda Lynette Barge for 26 years of faithful and dedicated service as a County employee.

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

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*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**

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*Deputy Clerk*

*Adopted: July 18, 2017*

**PROCLAMATION**

**WHEREAS**, Alice Marie Hurst worked as a County employee very faithfully for 16 years, retiring as a Jail Senior Corrections Officer with the Corrections Department, Jail Division; and

**WHEREAS**, Ms. Hurst has been an invaluable member of the Corrections team since August 14, 2000, when she accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency and her shift; and

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

**WHEREAS**, Ms. Hurst will be deeply missed by her friends and colleagues and her leadership skills were stellar.

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

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Alice Marie Hurst for 16 years of faithful and dedicated service as a County employee.

**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: July 18, 2017

**PROCLAMATION**

*WHEREAS, Lake Stephens Mock worked as a County employee very faithfully for 18 years, retiring as a Jail Master Corrections Officer with the Corrections Department, Jail Division; and*

*WHEREAS, Mr. Mock has been an invaluable member of the Corrections team since March 8, 1999, when he accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency and his shift; and*

*WHEREAS, Mr. Mock has worked to bring kindness and love to the lives of his family and co-workers and has always went above and beyond his call of duty; and*

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

*WHEREAS, Mr. Mock will be deeply missed by his friends and colleagues and his leadership skills were stellar.*

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

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Lake Mock for 18 years of faithful and dedicated service as a County employee.*

**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**

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*Deputy Clerk*

*Adopted: July 18, 2017*



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

**AI-12441**

**Public Hearings 10.**

**BCC Regular Meeting**

**Meeting Date:** 07/18/2017

**Issue:** 5:31 p.m. Public Hearing to Consider Amending Section 10-11 of the Escambia County Code of Ordinances

**From:** Meredith Crawford, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

5:31 p.m. Public Hearing to consider adopting an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 10, Article I, Section 10-11, related to Dog Friendly Dining Establishments.

Recommendation: That the Board adopt an Ordinance amending the Escambia County Code of Ordinances, Volume 1, Chapter 10, Article I, Section 10-11, related to Dog Friendly Dining Establishments.

**BACKGROUND:**

Chapter 509 of Florida Statutes authorizes local governments, as an exemption to certain regulations of the Division of Hotels and Restaurants, Florida Department of Business and Professional Regulation, to allow public food service establishments licensed by the division to offer dog-friendly outdoor dining areas. Participating local governments must have procedures to accept, document, and respond to complaints, and must make timely reports to the division documenting the complaint responses and any approved exemption applications. Amending the Code of Ordinances is necessary to implement recent amendments to the Land Development Code related to dog-friendly outdoor dining.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The proposed Ordinance was drafted by Assistant County Attorney, Meredith D. Crawford, and was advertised in the Saturday, July 8, 2017, edition of the *Pensacola News Journal*.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

All ordinances must be adopted by the Board of County Commissioners before they can be filed with the Department of State.

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

CLEAN - Ordinance

Proof of Publication

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ORDINANCE NUMBER 2017-\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-11 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOG FRIENDLY DINING ESTABLISHMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety, and welfare to provide protection for, regulate, and control animals in the County; and

**WHEREAS**, the Board of County Commissioners finds that the County's ordinances relating to animal control require amendment to promote the health, safety, and welfare of the public by providing protection for, regulation of, and control of animals on public beaches in the County; and

**WHEREAS**, the Board of County Commissioners further finds that the proposed amendments to remove the reasonable demand provision and modify the enforcement provisions serve an important public purpose.

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

**SECTION 1.** Volume 1, Chapter 10, Article I, Section 10-11 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 10-11. - Animal control.

- (a) *Generally.* Animals are prohibited from roaming at large on any public or private property without the consent of the owner or lessee unless such animal is specifically excepted as further set out in this section. All animals when not on the premises of the owner or the premises of another who consents thereto shall be under the direct control of a person competent to control such animal at all times or, otherwise, shall be considered an animal nuisance and may be seized, restrained, impounded, and disposed of as provided by this chapter.
- (b) *Public places.* Animals are prohibited from public places in the county such as airports, hotels, restaurants, theaters, public conveyances, grocery stores, or other establishments serving food, beverages or staple foods, and at public gatherings such as outdoor festivals, fairs, etc. Animals so found, whether roaming or on direct control by the owner, may be impounded.

- (1) It shall be unlawful for the owner of an animal to allow his animal in public places of the county such as school grounds, school bus stops, public parks, beaches, and playgrounds.
  - (2) It shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority, or on that portion of any beach, public or private, lying seaward of the coastal construction setback line for land southward of the right-of-way of State Road 292 or lying seaward of the line of vegetation for land northward of the right-of-way for State Road 292 on the portion of the county known as Perdido Key which is bordered to the west by the Alabama state line, to the south by the waters of the Gulf of Mexico, to the east by the property of the U.S. Government, and to the north by the waters of the Intracoastal Waterway.
  - (3) Provided, however, no animal owner shall be prohibited from permitting his animal within 50 feet of a building which the animal owner owns or leases.
- (c) *Exceptions.* These restrictions relating to public places, schools, parks, beaches and recreational areas shall not apply to:
- (1) Animals utilized by law enforcement agencies, while engaged in law enforcement activity.
  - (2) Animals trained to assist the blind or hearing impaired, provided such animal is in the company of such person.
  - (3) The showing and training of dogs and the use of animals in educational presentations in appropriate locations of auditoriums, schools, parks, parking lots, armories, theaters, and similar public or privately owned areas.
  - (4) The transportation of animals by airlines at the airport in the county.
  - (5) Special events as authorized by a vote of the majority of the board of county commissioners with any conditions set forth by the board as reasonable under the circumstances.
  - (6) Designated portions of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority as provided in section 10-25.
  - (7) Designated portions of Perdido Key under the jurisdiction of the county as provided in section 10-26.
  - (8) Animals in lawfully permitted dog-friendly dining establishments.
- (d) *Female animals in season.* The owner of any female animal in heat shall keep such animal confined in a building or secure enclosure, veterinary hospital, or boarding kennel in such a manner that such female animal cannot come in contact with another animal, except for intentional breeding purposes. An owner who does not keep the female animal confined while in season shall be guilty of a civil infraction and punished as provided in section 10-23. This section shall not apply to female animals entered in organized shows.



(e) *Animal nuisances prohibited.* Any animal or animals which shall do any of the following are declared to be an animal nuisance:

- (1) Molests passersby or passing vehicles.
- (2) Attacks or threatens to attack persons or other animals.
- (3) Trespasses on school grounds.
- (4) Is repeatedly at large.
- (5) Damages private or public property.
- (6) Defecates or urinates upon the property of others.
- (7) Repetitively barks, whines, howls or otherwise produces any noise in an excessive, continuous or untimely fashion for a period of five minutes or more except that caused by intentional human provocation.
- (8) Has a communicable or contagious disease that is untreated or does not respond to treatment.
- (9) Causes or emits an offensive odor which can be detected off the property of its owner.
- (10) Is kept in a manner which causes a breeding place for flies, lice, fleas or other vermin or disease.
- (11) Unreasonably interferes with a person's use and enjoyment of his property.

Any person who keeps, harbors, or maintains an animal nuisance, as defined above, shall be guilty of a civil infraction and punishable as provided in section 10-23.

(f) *Removal of canine waste and requirement for possession of device for removal in the county.*

- (1) It shall be the duty of each person who is in the company of or responsible for a dog on areas other than the property of such person to remove any feces left by his dog on any yard, sidewalk, gutter, street, right-of-way, or other public or private place.
- (2) It shall further be the duty of any person while in direct control of a dog to have in his possession a plastic bag or "pooper scooper" or other such device sufficient for his use in the removal of canine waste.
- (3) Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23.
- (4) This section may be enforced by the county sheriff or county animal control officers. The provisions of Rule 3.125, Florida Rules of Criminal Procedure, providing that violators of county ordinances may be served with a notice to appear, shall be applicable to violations of this section. Failure of a person receiving a notice to appear to comply with the requirements on the notice shall be deemed a separate violation of this chapter for which a warrant for the violator's arrest may be issued.

(g) *Animal enclosures.*

- (1) The owner or keeper of an animal enclosure shall not sell, trade or give away any dog or cat, over four months of age, unless the dog or cat has been vaccinated. Appropriate records shall be maintained in accordance with F.S. § 828.31 (Laws of Fla., ch. 93-13(1993)).
- (2) Animal control shall be permitted to inspect any animal enclosure, animal records, and all animals and the premises where such animals are kept at any reasonable time during normal business hours where the officer has probable cause to believe a violation of this chapter exists to ensure compliance with all provisions of this chapter.

**SECTION 2. Severability.**

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

**SECTION 3. Inclusion in Code.**

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

**SECTION 4. Effective Date.**

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

DONE AND ENACTED 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:   
 Date: \_\_\_\_\_

(Seal)  
 Enacted:  
 Filed with Department of State:  
 Effective:



~~Blawie Siriposter~~ Board of County Commissioners  
ESCAMBIA CO ATTORNEY/LEGAL ADS  
221 PALAFOX PLACE  
SUITE 430  
PENSACOLA FL 32502

MARK DEE KENT  
Notary Public - State of Florida  
Comm. Expires October 27, 2019  
Comm. No. FF 931266

Published Daily-Pensacola, Escambia County, FL  
**PROOF OF PUBLICATION**

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared **Brittini Lynne Pennington**, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal**, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

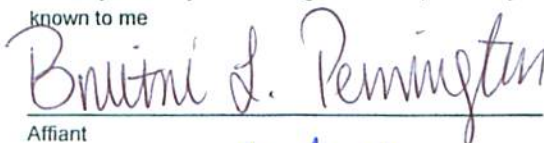
**NOTICE OF INTENT TO ADOPT**

as published in said newspaper in the issue(s) of:

07/08/17

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 10th of July 2017, by Brittini Lynne Pennington who is personally known to me

  
Affiant

  
Mark Dee Kent  
Notary Public for the State of Florida  
My Commission expires October 27, 2019

Publication Cost: \$189.26  
Ad No: 0002260515  
Customer No: PNJ-26717750

**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 **July 18, 2017 at 5:31 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 VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-11 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOG FRIENDLY DINING ESTABLISHMENTS 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. 2260515 1T July 8, 2017

**NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE**

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

Legal No. 2260515 1T July 8, 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-12487**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 07/18/2017

**Issue:** Documents Provided for Filing with the Board's Minutes

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

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

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**Recommendation:**

**Recommendation Concerning Documents Provided for Filing with the Board's Minutes**

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

A. The Escambia County Community Redevelopment Agency Residential Rehab Grant Program Lien Agreement, approved by the Board on January 21, 2016, and recorded in Official Records Book 7724, Pages 935-936, for property located at 110 Jardine Road, A&B, Pensacola, Florida, owned by Frances J. Walsh; and

B. The *State of Florida Department of Transportation Local Agency Program Agreement*, for the construction of the Quietwater Beach Ferry Landing, approved by the Board on August 18, 2016.

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**Attachments**

20160121 CAR II-4

20160818 CAR II-20A

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

3. Taking the following action concerning the Escambia County 2015 Voluntary Cleanup Tax Credit Application and Affidavit for the Mahogany Mill Boat Ramp Facility (Funding Source: in the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields):

A. Approving the Application to the Florida Department of Environmental Protection for the Escambia County 2015 Voluntary Cleanup Tax Credit Application and Affidavit; and

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

4. Ratifying the following January 21, 2016, 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 five Residential Rehab Grant Program Funding and Lien Agreements:

- (1) The Agreements between Escambia County CRA and John K. Little and Mei Hung Chu, owners of residential property located at 205 Aster Street, Barrancas Redevelopment District, each in the amount of \$3,866, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for installation of new windows;
- (2) The Agreements between Escambia County CRA and Mary L. Broughton, owner of residential property located at 839 Lucerne Avenue, Palafox Redevelopment District, each in the amount of \$4,210, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, to install a new roof;

(Continued on Page 44)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

4. Continued...

A. Continued...

(3) The Agreements between Escambia County CRA and Paul C. and Sabine M. Barrett, owner of residential property located at 203 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$4,345, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114 , Object Code 58301, to install new windows;

(4) The Agreements between Escambia County CRA and Frances J. Walsh, owner of residential property located at 110 Jardine Road A & B, Warrington Redevelopment District, each in the amount of \$5,732, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring and installation of a central heating and air conditioning system;

(5) The Agreements between Escambia County CRA and Tonja L. Holland, owner of residential property located at 923 Fremont Avenue, Palafox Redevelopment District, each in the amount of \$1,050, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund, Cost Center 370115, Object Code 58301, install a new roof; and

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

1/21/2016 CAL IF-4 A(4)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name  
Frances J. Walsh**

**Address of Property  
110 Jardine Road A&B  
Pensacola, FL 32507**

**Property Reference No.  
50-2S-30-6093-000-005**

**Total Amount of Lien**

**\$5,732**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 1/21/2016 Verified By: J. Carraw

For Recipient:

*[Handwritten Signature]*

Frances J. Walsh, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2015 by Frances J. Walsh, Property Owner. She () 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: *[Handwritten Signature]*  
Grover C. Robinson, IV, Chairman

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



By: *[Handwritten Signature]*  
Deputy Clerk

Date Executed: 11/21/2016

BCC Approved: 01-21-2016

Approved as to form and legal sufficiency.

By/Title: *[Handwritten Signature]*  
Date: 12/16/15

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

20. Taking the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, Florida, for the construction of the Quietwater Beach Ferry Landing Project (Funding Source: Fund 352, "Local Option Sales Tax III"):
- A. Approving the State of Florida Department of Transportation LAP Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for the construction of the Quietwater Beach Ferry Landing Project; and
  - B. Adopting a Resolution (*R2016-111*) authorizing the Chairman to sign the LAP Agreement.
21. Taking the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, Florida, for the design of sidewalks along North "W" Street (CR 453), from Navy Boulevard (SR 30) to Buddy's Lane (Funding Source: Fund 352, "Local Option Sales Tax III"):
- A. Approving the State of Florida Department of Transportation LAP Agreement between the Florida Department of Transportation and Escambia County for the design of sidewalks along North "W" Street; and
  - B. Adopting a Resolution (*R2016-112*) authorizing the Chairman to sign the LAP Agreement.



**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 07-05-2017

TO: Liz Carew  
Clerk to the Board

BCC: 08-18-2016

CAR II-20(A) Local Agency Program Agreement for Construction of the Ferry  
Landing at Quietwater Beach

Please Initial and Date  
Below on Line Provided

*JW 07-05-2017*

Judy Witterstaeter, Program Coordinator, County  
Administration

Attached for filing with the Board's Minutes is the Clerk's  
Original of the document noted above.

Thank you.

*7/6 LC*

Liz Carew, Clerk to the Board

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

**Escambia County  
Clerk's Original**

8/18/2016 CAP II-20

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 08/15  
Page 1 of 15

FPN: 436511-2-58-01 Fund: PLH FLAIR Approp: \_\_\_\_\_  
Federal No: FLAP-011-F Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

FPN: 436511-2-68-01 Fund: PLH FLAIR Approp: \_\_\_\_\_  
Federal No: FLAP-011-F Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

FPN: \_\_\_\_\_ Fund: \_\_\_\_\_ FLAIR Approp: \_\_\_\_\_  
Federal No: \_\_\_\_\_ Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

County No: (48) Escambia Contract No. G0177 Vendor No: VF596000598154  
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-507-9673  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this 24<sup>th</sup> day of April, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. R2016-111 dated the 18<sup>th</sup> day of August, 2016, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction of the Ferry Landing at Quietwater Beach Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before June 30, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**4. Project Cost:**

A. The total cost of the Project is \$ 860,907. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.

B. The Department agrees to participate in the Project cost up to the maximum amount of \$860,907 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

Verified By: [Signature]  
Date: 8/24/2016

- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments:**

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.



- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**9. Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**10. Contracts of the Agency:**

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Miscellaneous Provisions:**

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

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continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
  - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
  - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
  - iii.  If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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- iv.  An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii.  State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii.  This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii.  State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

*The remainder of this page intentionally left blank.*



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

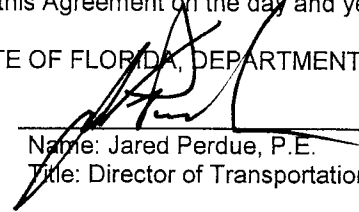
525-010-40  
PROGRAM MANAGEMENT  
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

Board of County Commissioners  
Escambia County, Florida

  
\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

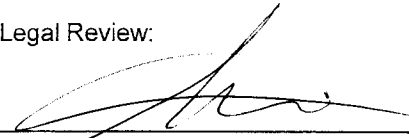
By:   
\_\_\_\_\_  
Name: Jared Perdue, P.E.  
Title: Director of Transportation Development

ATTEST: Pam Childers  
Clerk of the Circuit Court

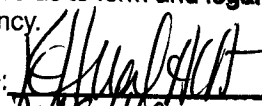


  
\_\_\_\_\_  
Deputy Clerk

Legal Review:

  
\_\_\_\_\_  
12-28-16

Approved as to form and legal  
sufficiency.

By/Title:   
\_\_\_\_\_  
Date: 7/15/16

Date Executed

8/18/2016

BCC Approved 08-18-2016

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 436511-2-58-01 & 436511-2-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

---

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.000

**PROJECT DESCRIPTION:** The construction of the Escambia County Ferry Landing at Quietwater Beach. The ferry arrival dock (approx. 16' x 80') will be constructed beyond the existing T-dock. Installation of dock gate, pole lighting, upgrade existing facilities to meet ADA standards, and ticket kiosk.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the existing right of way.

The Agency shall be responsible for obtaining all permits associated with the project.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND RESPONSIBILITIES**

modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by December 31, 2016.
- f) Construction to be completed by June 30, 2017.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C. P.O. Box 18178 Pensacola, FL 32591	FPN: 436511-2-58-01 & 436511-2-68-01
--	--------------------------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Planning-18</b> FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total Planning Cost				
<b>Project Development &amp; Environment (PD&amp;E) - 28</b>				
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total PD&E Cost				
<b>Design - 38</b> FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total Design Cost				
<b>Right-of-Way - 48</b> FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total Right-of-Way Cost				
<b>Construction-58</b> FY: 2017	<u>\$744,375</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$744,375</u>
FY: 2018	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
FY: 2019	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
FY: 2020	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Construction Cost	\$744,375	\$0.00	\$0.00	\$744,375
<b>Construction Engineering and Inspection (CEI) - 68</b>				
FY: 2017	<u>\$116,532</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$116,532</u>
FY: 2018	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
FY: 2019	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total CEI Cost	\$116,532	\$0.00	\$0.00	\$116,532
<b>Operations – 88</b>				
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total Operations Costs				
<b>TOTAL COST OF THE PROJECT</b>	\$860,907	\$0.00	\$0.00	\$860,907

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

**EXHIBIT "C"**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

**Exhibit "E"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40F  
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**EXHIBIT "F"**

**AGENCY RESOLUTION**

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



**Escambia County  
Clerk's Original**

8/18/2016 CAR II-20

RESOLUTION NUMBER R2016- 111

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE FERRY LANDING AT QUIETWATER BEACH; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department of Transportation (hereinafter referred to as "Department") has agreed to fund, by way of a Local Agency Program Agreement (LAP), the construction of the Escambia County Ferry Landing at Quietwater Beach, to include the construction of an arrival dock, installation of a dock gate, pole lighting, and ticket kiosk, and ADA regulation upgrades (FPID 436511-2-38-01) (hereinafter referred to as "the Project"); and

**WHEREAS**, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

**WHEREAS**, the estimated total Project cost is \$860,907.00 (eight hundred sixty thousand nine hundred and seven dollars), and is the maximum participation by the Department; and

**WHEREAS**, any expenses in excess of the total cost of the Project will be borne by the County.

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

**SECTION 1.** That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board hereby supports the proposed Project for the Escambia County Ferry Landing at Quietwater Beach.

**SECTION 3.** That the Board hereby instructs County staff to coordinate and cooperate with the Department in developing and managing this Project.

**SECTION 4.** That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

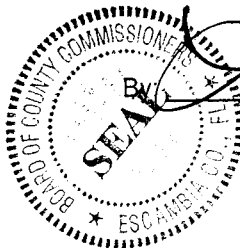
**SECTION 5.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

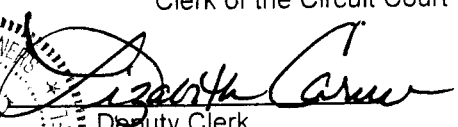
ADOPTED this 18 day of August 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

  
Grover C. Robinson, IV, Chairman

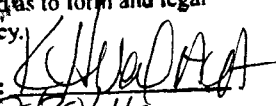
ATTEST: Pam Childers  
Clerk of the Circuit Court



  
Deputy Clerk



Approved as to form and legal  
sufficiency.

By/Title:   
Date: 8/24/16

Date: 8/24/2016 Verified By: 

**EXHIBIT "L"**

**LANDSCAPE MAINTENANCE**

**Paragraph 16.L** is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:
  - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
  - b) Properly mulch plant beds;
  - c) Keep the premises free of weeds;
  - d) Mow and/or cut the grass to the proper length;
  - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
  - f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

**EXHIBIT 1**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$860,907.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsrs.gov/>



# 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-12476**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 07/18/2017

**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 July 6, 2017; and

B. Approve the Minutes of the Regular Board Meeting held July 6, 2017.

---

**Attachments**

20170706 Agenda Work Session

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD JULY 6, 2017  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:06 a.m. – 11:42 a.m.)

Present: 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 A. Woolf, General Counsel, Clerk and Comptroller's Office  
Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1  
Commissioner Douglas B. Underhill, Chairman, District 2

1. FOR INFORMATION: The agenda for the July 6, 2017, Regular Board Meeting was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda and County Administrator Jack Brown reviewed the Written Communication item;
  - B. Susan A. Woolf, General Counsel, Clerk and Comptroller's Office, reviewed the Clerk's Report;
  - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report;
  - E. County Attorney Rogers reviewed the County Attorney's Report; and
  - F. Commissioner Robinson reviewed his add-on item.



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

AI-12434

Growth Management Report 11. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 07/18/2017

**Issue:** 5:45 p.m. - A Public Hearing Concerning the Conditional Use and the Issuance of a Recycling Permit for an Asphalt/Concrete Crushing Recycling Facility

**From:** Horace Jones, Director

**Organization:** Development Services

---

**RECOMMENDATION:**

5:45 p.m. - Cancellation of a Public Hearing Concerning the Conditional Use Determination and the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 2390 Longleaf Drive, Pensacola, FL, Sunbelt Crushing, Inc.

That the Board of County Commissioners (BCC) cancel the 5:45 p.m., Public Hearing scheduled to review the Conditional Use Determination and the renewal of a Recycling Permit for an asphalt/concrete crushing recycling and processing facility located at 2390 Longleaf Drive, Pensacola, FL, owned by Sunbelt Crushing, Inc.

**BACKGROUND:**

This public hearing was previously consented on July 6, 2017, and advertised on July 3, 2017, for the July 18, 2017, BCC meeting. The agent for the applicant was unable to attend the BCC meeting and asked Staff to move the public hearing to the August 3, 2017, BCC meeting.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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

**AI-12461** **Growth Management Report** **11. 1.**  
**BCC Regular Meeting** **Consent**  
**Meeting Date:** 07/18/2017  
**Issue:** Schedule of Public Hearings  
**From:** Horace Jones, Director  
**Organization:** Development Services

---

**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

**August 3, 2017**

**A. 5:51 p.m. - A Public Hearing - Brickton Pit**

*Summary: Review and approve, modify, or deny the request of a permit for an expansion of a land clearing debris borrow pit located at 8800 N Hwy 29.*

**B. 5:52 p.m. - A Public Hearing - Sunbelt Crushing, LLC Permit Renewal**

*Summary: Review and approve, modify, or deny the renewal of a permit for an existing concrete recycling facility located at 2390 Longleaf Drive.*

**C. 5:53 p.m. - A Public Hearing - Comprehensive Plan Amendment CPA-2017-01 - Airport Zone Protection (second of two public hearings)**

*Summary: Amendments to the Comprehensive Plan addressing changes derived from F.S. 333 Airport Zoning, adopted; In July of 2016; The F. S., was amended to reflect changes in airport regulation, compatibility, permitting, and Department of Transportation requirements. Instead of having just the power to adopt airport zoning regulations, a political subdivision is now required to do so. The regulations include a permitting process for the construction or alteration of any obstruction. In addition to proposed construction, permitting also covers alterations to existing structures. Increased responsibility is given to political subdivisions to not only adopt, but also to administer and enforce airport land use compatibility. The prohibition of new landfills and restriction of existing landfills remains intact, but the technical definitions of the point of origin to begin distance measurements for the incompatibilities has been modified.*

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## Attachments

*No file(s) attached.*

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

AI-12406

County Administrator's Report 11. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/18/2017

Issue: Request for Disposition of Property

From: Allison Brice, HR Associate II

Organization: Human Resources

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Human Resources Department - Eric Kleinert, Human Resources Department Director

That the Board approve the Request for Disposition of Property Form for the Human Resources Department, for property which is described and listed on the form, with the stated reason for disposition. The listed item has been found to be of no further usefulness to the County; thus, it is requested this item be disposed of properly.

**BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property Form has been checked, declared to be of no use to the County, and suitable to be disposed of properly.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Recommend the item be picked up for disposal. Please coordinate with Allison Brice.

---

**Attachments**

Minolta3510PT54262

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Human Resources COST CENTER NO: 150101

Allison Brice DATE: 06/15/2017

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Allison Brice Phone No: 595.4992

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54262	Printer Copier Minolta 3510	31750815	BIZHUB D1 3510	2005	unable to repair

Disposal Comments: local vendor can no longer get parts for the printer/copier. Plan to drop-off at Waste Services

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

Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC  
 \_\_\_\_\_ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

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

Date: 6.23.2017

FROM: Escambia County Department Director (Signature): [Signature]

Director (Print Name): ERIC KLEINERT

**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 \_\_\_\_\_



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

**AI-12445**

**County Administrator's Report 11. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 07/18/2017

**Issue:** Schedule a Public Hearing to Consider the Petition to Vacate a Portion of Unopened Right-of-Way on Anderson Street

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Unopened Right-of-Way on Anderson Street - Joy D. Blackmon, P.E., Public Works Department Director.

That the Board take the following action regarding a Petition to Vacate a portion of unopened right of way on Anderson Street:

A. Authorize the scheduling of a Public Hearing on August 17, 2017, at 5:31 p.m., to consider the vacation of a portion of Anderson Street (unopened right-of-way), as petitioned by Capstone Adaptive Learning and Therapy Centers, Inc.; and

B. Require the petitioner to notify all property owners within a 2,500-foot radius of the proposed vacation area.

**BACKGROUND:**

The petitioner, Capstone Adaptive Learning and Therapy Centers, Inc., owns lots one through four (1-4) in Block 92 of Pinecrest Plat, DB 55 P 261. Anderson Street is unopened right-of-way that borders their property on the north, and is south of, but runs parallel with, Fairfield Drive (SR 289-A). The remaining portion of Anderson Street in Block 92, that borders the northern parcel lines of lots five through ten (5-10), was vacated in 2006, OR 6030 PG 1224.

There are no encroachment issues involved with this vacation request and no other owners will be impacted by this vacation. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been contacted and have no objections to the request, however, Gulf Power has requested that a vegetation easement be retained. The petitioner is aware of this request. No one will be denied access to his or her property as a result of this vacation.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Once the Public Hearing has been scheduled, the petitioner will be notified, the date and time will be advertised, and all owners of property within 2,500 feet will be notified. It will be the responsibility of the petitioner to place the advertisement and notify property owners.

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**Attachments**

Petition to Vacate

Arial Map

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PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,  
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES  
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR  
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,  
TO RENOUNCE AND DISCLAIM ANY RIGHT  
OF THE COUNTY AND THE PUBLIC  
IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a  
portion of Anderson Street

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Capstone Adaptive Learning and Therapy Centers, Inc. presently X own(s) \_\_\_\_\_ do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

See Exhibit "B" attached hereto and incorporated herein by this reference.

2. That the Petitioner(s), Capstone Adaptive Learning and Therapy Centers, Inc. desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 17 Township 2 South \_\_\_\_\_ Range 30 West and recorded in \_\_\_\_\_ of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Capstone Adaptive Learning and Therapy Centers, Inc.  
Corporation of Company Name

Capstone Adaptive Learning and Therapy Centers, Inc.  
Petitioner(s) Name

2912 North E Street  
Street Address

Pensacola, FL 32501  
City State

850-432-1596  
Phone Number

William H. Mitchem  
Agent's Name

850-469-3318  
Agent's Phone Number

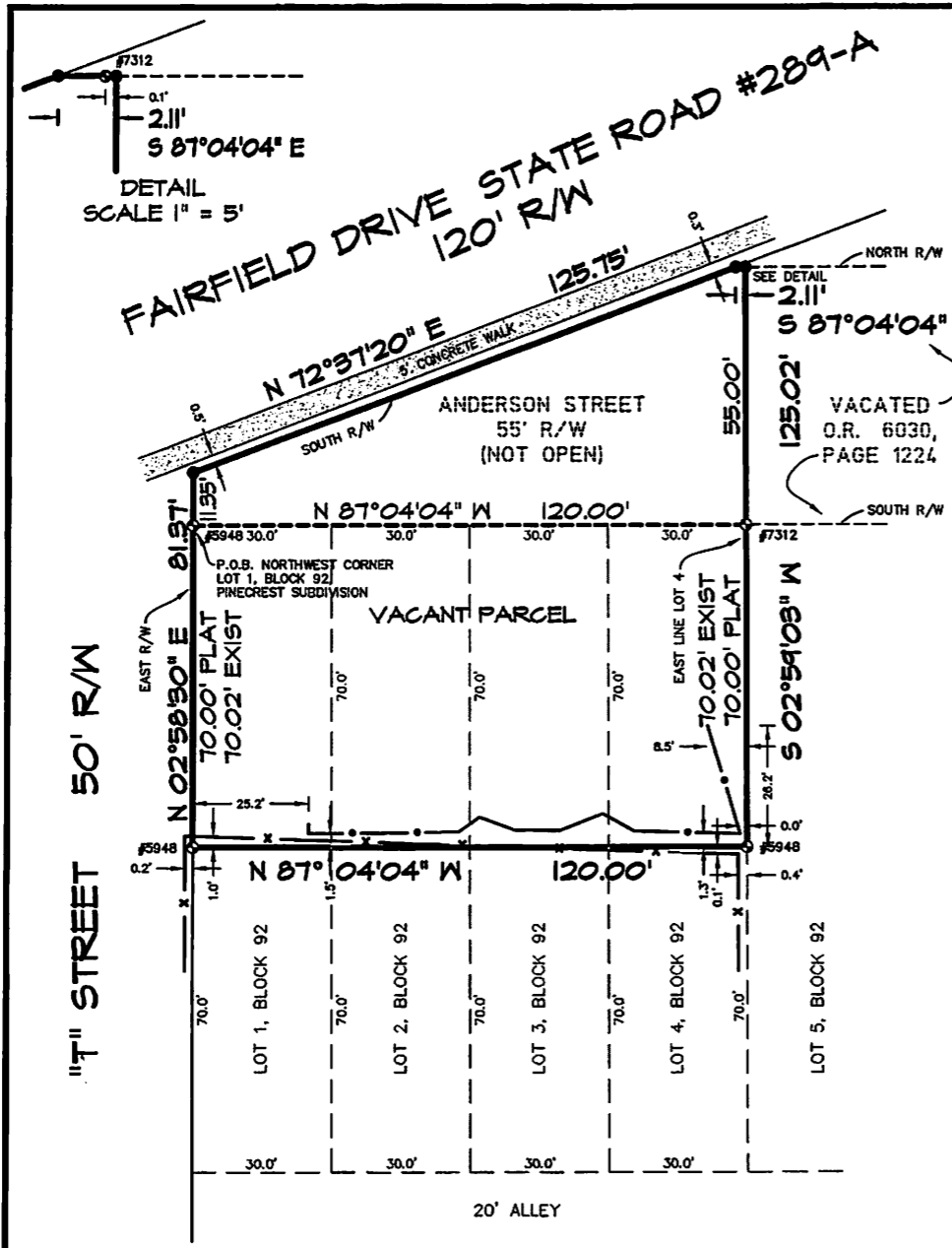
March 20, 2017  
Date:



Signature on behalf of Petitioner

Date 6-16-17





- LEGEND:**
- R/W Right of way
  - P.O.B. Point of beginning
  - 1/2" Capped iron rod set #1073
  - 1/2" Capped iron rod found #noted
  - x — Chain link fence
  - o — Wood fence

**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.

**STREET ADDRESS:** 3160 North T Street

**LEGAL DESCRIPTION:**

The North Half of Lots 1 through 4, Block 92, Pinecrest, being a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida as recorded in Deed Book 55, page 261 of the public records of Escambia County, Florida.

Together with that portion of Anderson Street lying Westerly of the portion of said vacated as described in Official Record Book 6030, page 1224, Easterly of the right of way of T Street and Southerly of the right of way of Fairfield Drive.

More particularly described as follows:

A portion of Anderson Street (55' R/W) lying West of the Northerly extension of Easterly line of Lot 4, Block 92, Pinecrest Subdivision according to the plat recorded in Deed Book 55 at Page 261 of the Public Records of Escambia County, Florida and East of the Northerly extension of the East right-of-way line of T Street (50' R/W) more particularly described as follows;

Begin at the Northwest corner of Lot 1, Block 92 of said Pinecrest Subdivision, thence North 02 degrees 58'30" East along the East right-of-way line of T Street (50' R/W) for a distance of 11.35 feet to the South right of way line of Fairfield Dr, (SR 289-A 120' R/W), thence North 72 degrees 37'20" East along said right of way line for a distance of 125.75 feet to the North right-of way line of Anderson Street (55' R/W), thence South 87 degrees 04'04" East along said right-of-way line for a distance of 2.11' to the Northerly extension of the East line of said Lot 4, Block 92, thence South 02 degrees 59'03" West along said Northerly extension for a distance of 55.00 feet to South right-of-way line of said Anderson Street, thence North 87 degrees 04'04" West along said right of way line for a distance of 120.00 feet to the Point of Beginning, All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida

**A BOUNDARY SURVEY**

NORTH SCALE 1" = 30'

TAX MAPS, PUBLIC RECORDS, PLAT: PINECREST (P.B. 55, P. 261); FURNISHED LEGAL DESCRIPTIONS;

Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON THE SOUTH R/W FAIRFIELD DRIVE AS N 72°37'20" E

Ordered By: MR. RODNEY SUTTON Elevation Reference

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

**PITTMAN, PILGAZE 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

**SHEET 1 OF 1**

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED SURVEYOR

**LB No. 7078**

File No. B-12804  
Job No. 37219-17  
Scale 1" = 30'  
Date of Survey 3-14-2017  
Date of Plat 3-15-2017  
Date of Revision 3-11-2017  
FB 1605 PG. 64-10  
FB PG.  
Encroachments FENCE

Drawn By PMJ  
Checked By DDG

## EXHIBIT "B"

### LEGAL DESCRIPTION:

The North Half of Lots 1 through 4, Block 92, Pinecrest, being a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida as recorded in Deed Book 55, page 261 of the public records of Escambia County, Florida.

Together with that portion of Anderson Street lying Westerly of the portion of said vacated as described in Official Record Book 6030, page 1224, Easterly of the right of way of T Street and Southerly of the right of way of Fairfield Drive.

More particularly described as follows:

A portion of Anderson Street (55' R/W) lying West of the Northerly extension of Easterly line of Lot 4, Block 92, Pinecrest Subdivision according to the plat recorded in Deed Book 55 at Page 261 of the Public Records of Escambia County, Florida and East of the Northerly extension of the East right-of-way line of T Street (50' R/W) more particularly described as follows:

Begin at the Northwest corner of Lot 1, Block 92 of said Pinecrest Subdivision, thence North 02 degrees 58'30" East along the East right-of-way line of T Street (50' R/W) for a distance of 11.35 feet to the South right of way line of Fairfield Dr, (SR 289-A 120' R/W), thence North 72 degrees 37'20" East along said right of way line for a distance of 125.75 feet to the North right-of way line of Anderson Street (55' R/W), thence South 87 degrees 04'04" East along said right-of-way line for a distance of 2.11' to the Northerly extension of the East line of said Lot 4, Block 92, thence South 02 degrees 59'05" West along said Northerly extension for a distance of 55.00 feet to South right-of-way line of said Anderson Street, thence North 87 degrees 04'04" West along said right of way line for a distance of 120.00 feet to the Point of Beginning, All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida

# Capstone Adaptive Learning and Therapy Centers, Inc.



ESCAMBIA COUNTY  
ENGINEERING DIVISION

KPJ 6/28/17    DISTRICT 3



**Capstone Adaptive Learning and Therapy Centers, Inc.**



**Area requested to be vacated**



**Area Previously Vacated OR 6030 PG 1224**



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

AI-12456

County Administrator's Report 11. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/18/2017

Issue: Community Redevelopment Agency Meeting Minutes, June 22, 2017

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 22, 2017- Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the June 22, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

**BACKGROUND:**

On July 18, 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.

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## Attachments

CRAMINUTES JUNE222017

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**MINUTES**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**June 22, 2017**  
**9:00 a.m.**

---

**BOARD CHAMBERS, FIRST FLOOR,**  
**ERNIE LEE MAGAHA GOVERNMENT BUILDING**  
**221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Lumon May, Commissioner, District 3  
Doug Underhill, Commissioner, District 2  
Grover Robinson, IV, Commissioner, District 4  
Steven Barry, Commissioner, District 5  
Jeff Bergosh, Commissioner, District 1

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.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

**I. Public Forum**

**II. Technical/Public Service**



1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, May 25, 2017 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the May 25, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by Commissioner, District 4 Grover Robinson, IV Commissioner Barry, Out of the Chambers

**Vote:** 4 - 0

**III. Budget/Finance**

1 Recommendation Concerning Blighted Properties Located on Erress Boulevard and Diego Circle - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Blighted Properties located on Erress Boulevard and Diego Circle within the Palafox Redevelopment Area (CRA):

A. Authorize the expenditure of the funds for appraisals, title insurance commitments, purchase of tax certificates, demolition, surveys, and other related activities and obligations required by Florida Statute Chapter 163, Part III, Section 163.360; and

B. Authorize staff to begin the process of negotiations with the parcel owners on Erress Boulevard and Diego Circle in anticipation of preparing subsequent recommendations to acquire and/or accept donations to develop or redevelop some or all of the parcels.

[Funding Source: Fund 151, Palafox CRA, Cost Center 370115; Fund 352, Natural Resources/CRA Local Option Sales Tax III, Cost Center 220102, Project 12NE1708 and Project 08NE0058; Fund 129, Neighborhood Enterprise Division (NED), 2016 CDBG, Cost Center 370228 and 2017 CDBG, Cost Center 370231; and Fund 101, CRA Safe Neighborhood, Cost Center 370104]

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh Commissioner Barry, Out of Chambers

**Vote:** 4 - 0

2 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 five Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Margaret A. Cushing, owner of residential property located at 108 Second Street, Warrington Redevelopment District, each in the amount of \$3,490 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install a new roof;
2. The Agreements between Escambia County CRA and Connie Rossvanes, owner of residential property located at 811 Gordon Avenue, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connection;
3. The Agreements between Escambia County CRA and James E. and Socorro L. Scarborough, owner of residential property located at 104 Milton Road, Barrancas Redevelopment District, each in the amount of \$3,180 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof;
4. The Agreements between Escambia County CRA and Wendy E. Suermann, owner of residential property located at 215 Northwest Gilliland Road, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;
5. The Agreements between Escambia County CRA and DK2 R E Investments, LLC, owner of residential property located at 3981 West Gadsden Street, Brownsville Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to install central heating and air conditioning system, electrical rewiring, and install new roof; and

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



Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 1 Jeff Bergosh

**Vote: 5 - 0**

3 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 three Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

<b>Property Owners</b>	<b>Address</b>	<b>Amount</b>
Caroline D. Kirk	401 South First Street	\$4,151
Tonja L. Holland	923 Fremont Avenue	\$1,050
David and Carol Richtmyre	403 Cary Memorial Drive	\$6,000

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

**Vote: 5 - 0**

**IV. Discussion/Information Items**

Adjournment.



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

**AI-12391**

**County Administrator's Report 11. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 07/18/2017

**Issue:** Interagency Information Sharing Agreement for Vendor Personnel

**From:** Tammy Jarvis, Department Director

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Interagency Information Sharing Agreement for Vendor Personnel with the Santa Rosa County Sheriff's Office - Tamyra Jarvis, Director of Corrections

That the Board take the following action:

- A. Approve the Interagency Information Sharing Agreement for Vendor Personnel with the Santa Rosa County Sheriff's Office; and
- B. Ratify the execution of the Agreement by Director, Tamyra Jarvis.

**BACKGROUND:**

The Santa Rosa County Sheriff's Office (SRCSO) and Escambia County previously entered into Criminal Justice User Agreements with the Florida Department of Law Enforcement (FDLE) to provide each agency with access to intrastate and interstate Criminal Justice Information Systems (CJIS) provided by the FDLE. Per the terms of these Agreements, each agency is required to abide by the FBI CJIS Security Policy for access to Criminal Justice Information as defined by the CJIS Security Policy.

Both the SRCSO AND Escambia County also currently contract with SmartCOP, Inc. (a/k/a Consolidated Technology Solutions and CTS America) for the use of certain software and services supporting the administration of criminal justice and systems containing CJIS. This agreement will allow SRCSO to share its employee background screening information of CTS America employees with Escambia County through in a manner that is consistent with the requirements of the FBI CJIS Security Policy.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement was reviewed and approved by Kristin D. Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

A17-00320 Interagency Information Sharing Agreement for Vendor Personnel

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**Interagency Information Sharing Agreement for Vendor Personnel**  
**Security Screening Requirements**

**WHEREAS**, the Santa Rosa County Sheriff's Office, hereafter referred to as Lead Contract Agency (LCA), and Escambia County Corrections Department, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formerly recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE); and

**WHEREAS**, the LCA and the CA are headquartered within the boundaries of the State of Florida; and

**WHEREAS**, both the LCA and CA have entered into the Criminal Justice User Agreements (UA) with the FDLE and are required to abide by the FBI CJIS [Criminal Justice Information Systems] Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP; and

**WHEREAS**, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida; and

**WHEREAS**, both the LCA and the CA are currently contracting with CTS America (Vendor) a private vendor, for services supporting the administration of criminal justice and systems containing CJI; and

**WHEREAS** the LCA is willing to share Vendor employee background screening information obtained from state and national fingerprint based records checks with the CA, in a manner consistent with the requirements of the CSP;

**NOW THEREFORE**, the parties agree as follows:

1. The LCA will fingerprint and submit the requisite identification information on Vendor employees who require unescorted physical or logical access to CJI. The LCA will use its criminal justice ORI for submitting fingerprints required by CSP and UA.
2. The LCA will maintain a current and complete list of all Vendor employees who have been authorized access to CJI. Employee information shall include name, date of birth, and, if previously provided, social security number or other unique identification to accurately identify the employee.
3. The LCA shall provide to the CA the list of all Vendor employees who are authorized access to CJI.

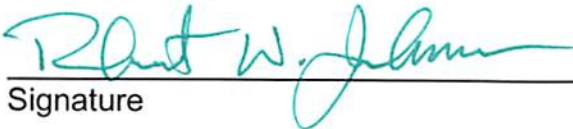
4. When any change occurs to the list of authorized Vendor employees, the LCA shall provide to the CA the corrected or revised list of authorized Vendor employees, and specifically identify any additions, deletions or modifications to the list.
5. The LCA will notify the CA in the event that a Vendor employee, whether seeking or already authorized access to CJI, is denied access by the FDLE CSO.
6. To properly assess any potentially disqualifying information as it becomes available, every (1) years, the LCA shall perform a name based check via the FCIC message switch, to include, but not to be limited to, hot files and state/national criminal history record information searches, on all Vendor employees authorized access to CJI.
7. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a Vendor employee authorized access to CJI, the LCA shall immediately notify the CA via formal correspondence of the employee's activity.
8. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of a Vendor employee authorized access to CJI.
9. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding Vendor employees authorized to access CJI.
10. The LCA shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and the UA.
11. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.
12. The LCA will forward a copy of the Agreement to the FDLE CSO.
13. Either party may terminate this Agreement upon 30 (thirty) days written notice to the other party.
14. This Agreement constitutes the entire agreement of the parties and may not be modified or amended except by written amendment signed by authorized representatives of both parties.
15. Both parties acknowledge that the CJI authorized to be shared by this Agreement is subject to restrictions on access and dissemination under

federal and state law, and that failure to abide by those restrictions can result in the loss of access to CJJ.

**IN WITNESS WHEREOF**, the below signed parties have caused this Agreement to be executed by their authorized representatives, effective on the date last signed for a term of (1) years, or until canceled by either party.

Santa Rosa County Sheriff's Office  
Lead Contract Agency (LCA) Name

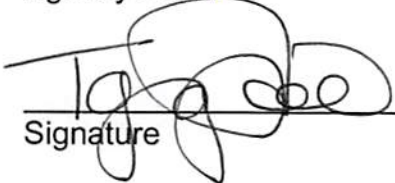
Bob Johnson, Sheriff  
Agency Head

  
Signature

1-13-17  
Date

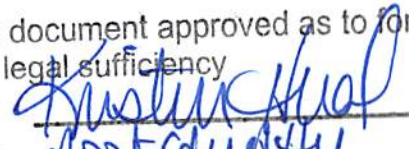
Escambia County Corrections Department  
Contract Agency (CA) Name

Tammyra Jarvis  
Agency Head

  
Signature

5/24/2017  
Date

This document approved as to form and legal sufficiency

By   
Title Assistant County Attorney  
Date 6/7/17



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

**AI-12397**

**County Administrator's Report 11. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 07/18/2017

**Issue:** Amended Conservation Easement for Perdido Landfill Section Five Expansion

**From:** Pat Johnson, Department Director

**Organization:** Waste Services

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Amended Conservation Easement for Perdido Landfill Section Five Expansion - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the Amended Conservation Easement for the Perdido Landfill Section Five Expansion:

A. Approve the Amended Conservation Easement between Escambia County and the State of Florida Department of Environmental Protection (FDEP), for the Perdido Landfill Section Five Expansion, for the purpose of adding the U.S. Army Corps of Engineers (USACE) Permit information as a permanent reference and to ensure that USACE be party to any modification, alteration, release, or revocations of the conservation easement. This Amendment will allow the USACE to review and approve as necessary, any additional structures or activities that require approval and will ensure that future Escambia County officials have all the necessary information to make any decisions related to releasing the Conservation Easement;

B. Authorize the payment of incidental expenditures associated with the recording of the Amended Conservation Easement and any associated documents; and

C. Authorize the Chairman to execute the Amended Conservation Easement and any other documents associated with granting of the Amended Conservation Easement.

**BACKGROUND:**

The original Conservation Easement for the Perdido Landfill Section Five Expansion was approved by the Board of County Commissioners on April 22, 2010. In a recent correspondence with the Florida Department of Environmental Protection (FDEP), it was noted that the recorded easement does not include any information relating to the U. S. Army Corps of Engineers (USACE) permit. Therefore, it is requested that the Conservation Easement be amended to make a permanent reference to the USACE and

ensure that USACE be party to any modification, alteration, release, or revocations of the conservation easement, and shall review and approve as necessary any additional structures or activities that require approval. This will also ensure that future Escambia County officials have all the necessary information to make any decisions related to releasing the Conservation Easement.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Stephen G. West, Senior Assistant County Attorney, prepared the Amended Conservation Easement and has approved it as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Board of County Commissioners' mission "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners, the Waste Services Department will execute the necessary recording of the Amended Conservation Easement and forward it to the Florida Department of Environmental Protection.

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**Attachments**

Amended Conservation Easement

Conservation Easement BCC 04 22 2010

BCC Mins 04 22 2010

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Prepared by and after recording return to:  
Stephen G. West, Senior Assistant County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, FL 32502  
(850) 595-4970

AMENDED CONSERVATION EASEMENT\*

THIS AMENDED CONSERVATION EASEMENT is given this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Escambia County, a political subdivision of the State of Florida, having an address at 221 Palafox Place, Pensacola, Florida 32502 (Grantor) to the State of Florida Department of Environmental Protection (DEPARTMENT), whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000. As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term DEPARTMENT shall include any successor or assignee of the DEPARTMENT.

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Escambia County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Grantor desires to construct the Escambia County Division of Solid Waste Management, Perdido Landfill Section Five Expansion (Project) at a site in Escambia County, which is subject to the regulatory jurisdiction of the Department under Part IV of Chapter 373 of the Florida Statutes;

WHEREAS, Department Wetland Impacts Permit ERP No. 17-0000667-019-DF (Permit) authorizes certain activities which affect waters in or of the State of Florida;

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore or mitigate for impacts to wetlands, other surface waters, or uplands under the Department's jurisdiction; and

WHEREAS, pursuant to Section 373.414(1)(b), F.S., the DEPARTMENT agrees to

**\* This Amended Conservation Easement is being executed and recorded to amend the original Conservation Easement executed on April 22, 2010, and recorded on April 26, 2010, in Official Record Book 6584 at page 510 of the public records of Escambia County, Florida; as required by Department of the Army (U.S. Army Corps of Engineers) permit number SAJ-2009-01472, dated December 22, 2011, the following is incorporated into the original Conservation Easement:**

**Rights of U.S. Army Corps of Engineers (Corps) - The Corps shall be a party to any modification, alteration, release, or revocations of the conservation easement, and shall review and approve as necessary any additional structures or activities that require approval.**

accept this conservation easement and the Grantor agrees to grant this conservation easement as a condition of the Permit issued by the DEPARTMENT to offset or prevent adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions. Specifically, this conservation easement is intended to:

1. Offset impacts to wetlands and other surface waters;
2. Prevent cumulative impacts;
3. Prevent secondary impacts to the functions provided to fish, wildlife, and listed species by wetlands, other surface waters, and uplands;
4. Protect a mitigation area;
5. Ensure that the proposed Project is clearly in the public interest:

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the DEPARTMENT upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland or upland areas included in the conservation easement that are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.
2. Rights of the DEPARTMENT. To carry out this purpose, the following rights are conveyed to the DEPARTMENT by this easement:
  - a. The right to take action to preserve and protect the environmental value of the Property;
  - b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;
  - c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this conservation easement; and
  - d. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by

any inconsistent activity or use.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this conservation easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited, except for restoration, creation, enhancement, maintenance, and monitoring activities authorized by the Permit:

a. Construction or placing of structure on, above, or below the ground, including but not limited to: buildings, roads, docks, piers, boardwalks, billboards or other advertising; utilities, signs (other than those marking the conservation easement), or other structures.

b. Dumping or placing of soil or other substance or material as land fill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except nuisance, invasive, exotic, or nonnative species upon prior written approval by the DEPARTMENT;

d. Planting or seeding of exotic or nuisance species or other plants that are outside their natural range or zone of dispersal and have or are able to form self-sustaining, expanding, and free-living populations in a natural community with which they have not previously associated;

e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including but not limited to, ditching, diking, dredging, and fencing;

h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites, or properties of historical, architectural, archaeological, or cultural significance; and

j. The use of All-Terrain Vehicles, other than those used for land management activities.

4. Reserved Rights. Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, which are not inconsistent with any Department rule, criteria, permit, and the intent and

purposes of this conservation easement.

5. Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

6. Responsibilities of Parties. Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liabilities related to the operation, upkeep, or maintenance of the Property. In addition, the DEPARTMENT and its successors or assigns shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. Taxes. Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the DEPARTMENT with satisfactory evidence of payment upon request.

8. Liability. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. Hazardous Waste. Grantor covenants and represents that no hazardous substance of toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. In the event such material is discovered, Grantor, its successors or assigns, shall be responsible for the removal of the materials, to the extent required by law, following coordination and written approval of the DEPARTMENT.

10. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of the DEPARTMENT, and any forbearance on behalf of the DEPARTMENT to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of the DEPARTMENT'S rights.

11. Venue and Enforcement Costs. Venue to enforce the terms of this conservation easement shall be in Escambia County, Florida. If the DEPARTMENT prevails in an enforcement action, it shall entitled to recover costs, including expert witness fees, as well as the reasonable cost of restoring the land to the natural vegetative and hydrologic condition required in the aforementioned Permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes.

12. Assignment of Rights. The DEPARTMENT agrees to hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interest under applicable state laws.

13. Recording in Land Records. Grantor agrees to record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Escambia County, Florida. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

14. Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit if the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

15. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

16. Subsequent Deeds. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to the DEPARTMENT of the transfer of any interest at least twenty days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this conservation easement or limit its enforceability in any way.

17. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

18. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by permit modification as necessary and written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records of Escambia County.

19. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

20. Baseline Documentation Report. The specific conservation values of the property are documented in the Baseline Documentation Report associated with this conservation easement. The Baseline Documentation Report consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation Report is maintained in the office of the Florida Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation Report is available from the DEPARTMENT on request.

21. Acts Beyond Grantor's Control. Nothing in this conservation easement shall be construed

to entitle the DEPARTMENT to bring any action against Grantor for any injury to or change in the property resulting from natural causes beyond Grantor's control including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the property or to persons resulting from such causes.

TO HAVE AND TO HOLD unto the DEPARTMENT forever. The covenants, terms, conditions, restrictions, and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor has executed this Amended Conservation Easement on the day and year first above written.

Signed, sealed and delivered  
In our presence as witnesses:

**ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
D. B. Underhill, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

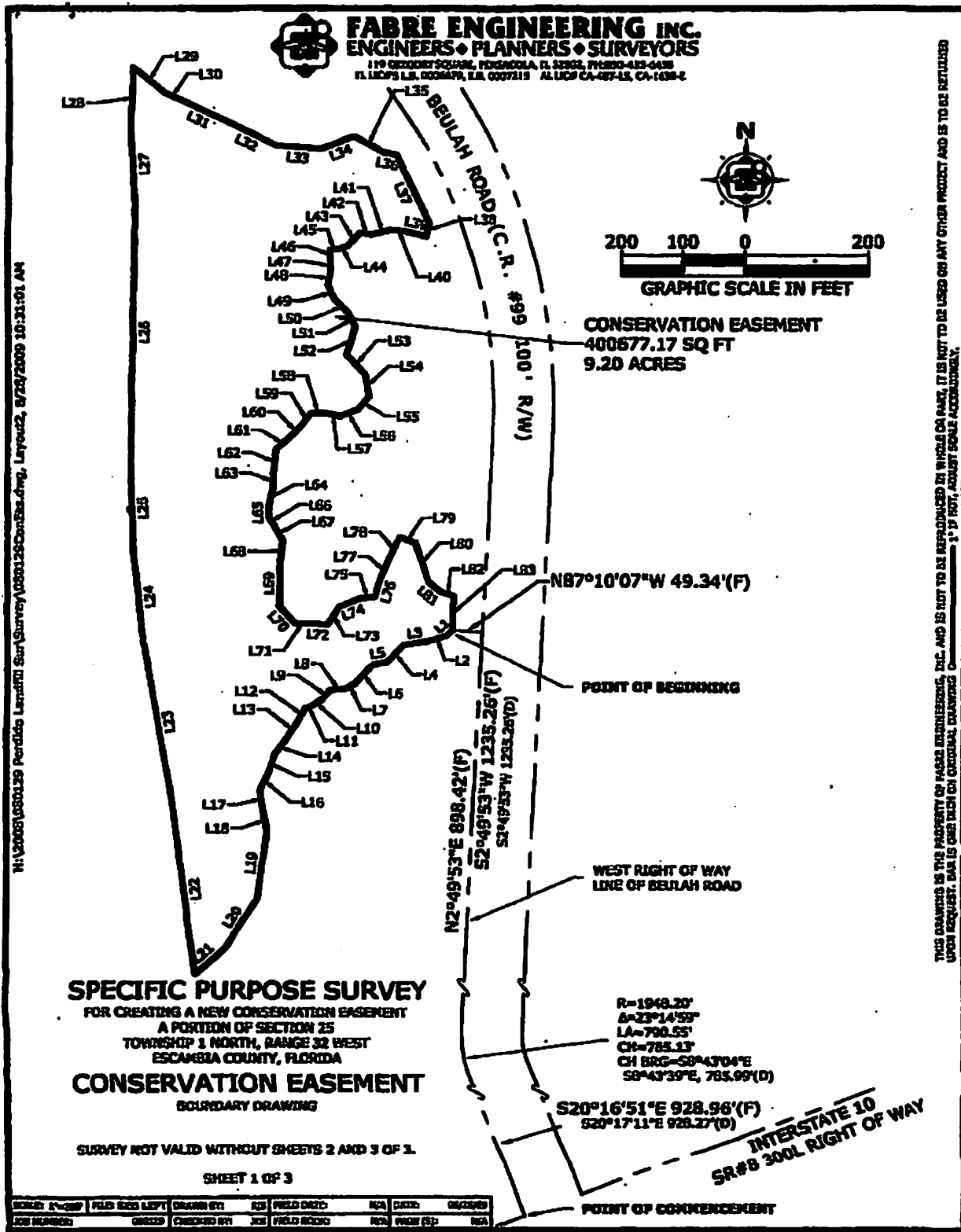
Date: \_\_\_\_\_

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

This document approved as to form  
and legal sufficiency.

By *[Signature]*  
Title Asst. County Attorney  
Date Feb. 23, 2017

Exhibit A



H:\2006\080129 Perdido Landfill Site\Survey\080129ContEm.dwg, Layout2, 8/20/2009 10:31:01 AM

DATE: 8-20-09	FIELD BOOK LEFT	DRAWN BY: JCS	FIELD DATA: N/A	CHECKED: GAZDAR
JOB NUMBER: 080129	CHECKED BY: JCS	FIELD BOOK: N/A	PRICE (\$): N/A	



# FABRE ENGINEERING INC.

## ENGINEERS • PLANNERS • SURVEYORS

110 GREGORY SQUARE, FORT SACOLA, FL 32502, PH: 250 483-0420  
FL LIC# S LB 0006670, L.B. 0007215 AL LIC# CA 487-L3, CA-1036 E

### GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM HEREON ARE BASED ON NAD83, STATE PLANE COORDINATE SYSTEM.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A SPECIFIC PURPOSE SURVEY FOR THE PURPOSE OF CREATING A NEW CONSERVATION EASEMENT.
4. WETLAND DELINEATION FOR YEAR 2009 WAS PERFORMED BY WETLAND SOLUTIONS, INC. ON MARCH 16 AND 17, 2009. THE LINE TO BE REVIEWED AND CONFIRMED BY FDEP AND U.S. ARMY CORPS OF ENGINEERS.
5. THE PARENT PROPERTY WAS PREVIOUSLY SURVEYED BY FABRE ENGINEERING AND SURVEYING, THE FIELD SURVEY WAS PERFORMED FROM 04/01/2009 THRU 04/27/2009, 01/29/09 - 6/3/2009, AND RECORDED IN FIELD BOOK 177, PAGE(S) 35-45, FIELD BOOK 179, PAGE(S) 12-25, AND FIELD BOOK 180, PAGE(S) 10-30.
6. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

### DESCRIPTION (AS PREPARED BY FABRE ENGINEERING, INC.)

COMMENCING AT THE INTERSECTION OF WEST RIGHT-OF-WAY OF BEULAH ROAD (C.R. #99, 100 FOOT RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY OF INTERSTATE 10 (S.R.#8, 300' RIGHT-OF-WAY), THENCE PROCEED ALONG SAID WESTERLY RIGHT-OF-WAY N20°16'51"W 928.96 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1948.20 FEET, (A DELTA OF 23°14'29", CHORD BEARING OF N8°43'39"W, AND CHORD DISTANCE OF 785.13 FEET), THENCE PROCEED ALONG SAID CURVE 790.55 FEET TO THE POINT OF TANGENCY, THENCE PROCEED N2°49'53"E 898.42 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY PROCEED N87°10'07"W 49.34 FEET TO THE POINT OF BEGINNING; THENCE PROCEED S47°54'17"W 19.82 FEET; THENCE PROCEED S72°43'54"W 28.15 FEET; THENCE PROCEED S80°43'48"W 42.14 FEET; THENCE PROCEED S42°41'59"W 40.90 FEET; THENCE PROCEED S78°40'00"W 23.14 FEET; THENCE PROCEED S41°58'07"W 41.77 FEET; THENCE PROCEED S60°18'06"W 17.02 FEET; THENCE PROCEED S86°20'50"W 24.35 FEET; THENCE PROCEED S42°31'17"W 24.06 FEET; THENCE PROCEED S58°27'55"W 17.46 FEET; THENCE PROCEED S67°50'01"W 13.05 FEET; THENCE PROCEED S29°09'17"W 22.70 FEET; THENCE PROCEED S32°01'54"W 37.21 FEET; THENCE PROCEED S34°40'23"W 33.12 FEET; THENCE PROCEED S15°33'55"W 30.33 FEET; THENCE PROCEED S26°41'13"W 31.71 FEET; THENCE PROCEED S7°53'09"E 35.53 FEET; THENCE PROCEED S10°45'34"E 36.83 FEET; THENCE PROCEED S7°47'47"W 113.99 FEET; THENCE PROCEED S31°27'37"W 98.72 FEET; THENCE PROCEED S47°23'42"W 67.66 FEET; THENCE PROCEED N6°59'07"W 285.98 FEET; THENCE PROCEED N10°11'50"W 285.74 FEET; THENCE PROCEED N6°31'33"W 144.87 FEET; THENCE PROCEED N1°43'21"W 157.85 FEET; THENCE PROCEED N0°46'12"E 440.53 FEET; THENCE PROCEED N3°24'44"W 123.70 FEET; THENCE PROCEED N2°24'34"E 104.08 FEET; THENCE PROCEED S49°42'25"E 65.80 FEET; THENCE PROCEED S69°25'45"E 28.73 FEET; THENCE PROCEED S63°35'10"E 84.17 FEET; THENCE PROCEED S62°43'25"E 89.32 FEET; THENCE PROCEED S85°21'25"E 72.28 FEET; THENCE PROCEED N68°03'36"E 58.92 FEET; THENCE PROCEED S59°30'14"E 53.80 FEET; THENCE PROCEED S79°15'09"E 22.77 FEET; THENCE PROCEED S25°09'24"E 128.82 FEET; THENCE PROCEED S12°41'50"W 21.53 FEET; THENCE PROCEED N76°02'37"W 34.12 FEET; THENCE PROCEED N82°47'02"W 23.49 FEET; THENCE PROCEED S74°35'39"W 33.38 FEET; THENCE PROCEED N80°21'32"W 18.87 FEET; THENCE PROCEED S42°17'43"W 29.80 FEET; THENCE PROCEED S73°08'45"W 15.88 FEET; THENCE PROCEED S85°42'17"W 13.74 FEET; THENCE PROCEED S1°29'34"E 16.70 FEET; THENCE PROCEED S0°07'14"E 21.40 FEET; THENCE PROCEED S13°28'03"W 21.71 FEET; THENCE PROCEED S26°56'40"E 29.70 FEET; THENCE PROCEED S46°21'47"E 29.35 FEET; THENCE PROCEED S23°29'08"E 27.23 FEET; THENCE PROCEED S16°08'08"W 48.23 FEET; THENCE PROCEED S40°36'56"E 46.81 FEET; THENCE PROCEED S8°15'02"E 36.77 FEET; THENCE PROCEED S40°14'38"W 28.87 FEET; THENCE PROCEED S67°56'00"W 29.43 FEET; THENCE PROCEED N76°59'12"W 24.64 FEET; THENCE PROCEED S87°22'48"W 25.22 FEET; THENCE PROCEED S35°52'22"W 24.84 FEET; THENCE PROCEED S44°52'46"W 27.29 FEET; THENCE PROCEED S47°02'26"W 30.00 FEET; THENCE PROCEED S8°37'46"W 41.69 FEET; THENCE PROCEED S0°37'16"E 22.90 FEET; THENCE PROCEED S12°04'32"W 35.50 FEET; THENCE PROCEED S0°27'42"E 16.80 FEET; THENCE PROCEED S31°58'43"E 16.48 FEET; THENCE PROCEED S27°37'45"E 29.88 FEET; THENCE PROCEED S6°52'29"W 32.84 FEET; THENCE PROCEED S0°06'15"W 76.50 FEET; THENCE PROCEED S40°25'40"E 38.03 FEET; THENCE PROCEED S88°23'59"E 23.31 FEET; THENCE PROCEED S88°02'54"E 30.42 FEET; THENCE PROCEED N32°11'27"E 35.73 FEET; THENCE PROCEED N67°36'38"E 36.42 FEET; THENCE PROCEED N83°42'09"E 23.23 FEET; THENCE PROCEED N17°30'46"E 29.38 FEET; THENCE PROCEED N21°26'25"E 35.38 FEET; THENCE PROCEED N24°36'02"E 44.48 FEET; THENCE PROCEED S69°22'07"E 27.38 FEET; THENCE PROCEED S18°25'56"E 70.35 FEET; THENCE PROCEED S50°56'08"E 26.49 FEET; THENCE PROCEED S75°00'40"E 21.58 FEET; THENCE PROCEED S1°29'01"W 58.60 FEET TO THE POINT OF BEGINNING, CONTAINING 9.20 ACRES, MORE OR LESS. ALL LYING WITHIN AND BEING A PART OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

H:\2008\090129 Perdido Landfill Sur(Survey\080129ContBass.dwg, Layout3 (3), 8/28/2009 10:35:32 AM

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## SPECIFIC PURPOSE SURVEY

FOR CREATING A NEW CONSERVATION EASEMENT  
A PORTION OF SECTION 25  
TOWNSHIP 1 NORTH, RANGE 32 WEST  
ESCAMBIA COUNTY, FLORIDA

## CONSERVATION EASEMENT

GENERAL NOTES AND LEGAL

SURVEY NOT VALID WITHOUT SHEETS 1 AND 2 OF 3.

SHEET 3 OF 3

NO.	DATE	REVISIONS

**SURVEYORS CERTIFICATE:**  
I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT, AND COMPLETE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 477.027 FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

*Joseph E. Barrett*  
JOSEPH E. BARRETT, P.S.M. DATE: AUGUST 28, 2009  
PROFESSIONAL FLORIDA SURVEYOR, LICENSE NO. 6260, F.S.I. LB NO. 6679

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SCALE:	N/A	FILE:	SEE LEFT	DRAWN BY:	JED	FIELD DATE:	N/A	DATE:	08/28/09
JOB NUMBER:	080129	CHECKED BY:	JED	FIELD BOOK:	N/A	PAGE(S):	N/A		





**FABRE ENGINEERING INC.**  
**ENGINEERS • PLANNERS • SURVEYORS**

110 GREGORY SQUARE, PENSACOLA, FL 32502, PHONE 483-6433  
 FL LIC#S L.B. 0006579, E.B. 0007215 AL. LIC# CA-487-13, CA-1638-E

Parcel Line Table		
Line #	Length	Direction
L1	15.82	S47°54'17"W
L2	28.15	S72°43'54"W
L3	42.14	S80°43'48"W
L4	40.90	S42°41'59"W
L5	23.14	S78°40'00"W
L6	41.77	S41°58'07"W
L7	17.02	S60°18'06"W
L8	24.35	S86°20'50"W
L9	24.06	S42°31'17"W
L10	17.46	S58°27'35"W
L11	13.05	S67°50'01"W
L12	22.70	S29°09'17"W
L13	37.21	S32°01'54"W
L14	33.12	S34°40'23"W
L15	30.33	S15°33'23"W
L16	31.71	S26°41'13"W
L17	35.53	S7°53'09"E
L18	36.83	S10°45'34"E
L19	113.99	S7°47'47"W
L20	98.72	S31°27'37"W
L21	67.66	S47°23'42"W
L22	285.98	N6°59'07"W
L23	285.74	N10°11'50"W
L24	144.87	N6°31'33"W
L25	157.85	N1°43'21"W
L26	440.53	N0°46'12"E
L27	123.70	N3°24'44"W
L28	104.08	N2°24'54"E
L29	65.80	S49°42'25"E
L30	28.73	S65°29'45"E

Parcel Line Table		
Line #	Length	Direction
L31	84.17	S63°35'10"E
L32	89.32	S62°43'25"E
L33	72.25	S85°21'25"E
L34	58.92	N68°03'38"E
L35	53.80	S59°30'14"E
L36	22.77	S79°15'09"E
L37	128.82	S25°09'24"E
L38	21.53	S12°41'50"W
L39	34.12	N76°02'37"W
L40	23.49	N82°47'02"W
L41	33.38	S74°35'39"W
L42	18.87	N80°21'32"W
L43	29.80	S42°17'43"W
L44	15.98	S73°08'45"W
L45	13.74	S65°42'17"W
L46	16.70	S1°29'34"E
L47	21.48	S0°07'14"E
L48	21.71	S13°28'03"W
L49	29.70	S26°56'40"E
L50	29.35	S46°21'47"E
L51	27.23	S23°29'06"E
L52	48.23	S16°08'06"W
L53	46.81	S40°36'56"E
L54	36.77	S8°15'02"E
L55	28.87	S40°14'38"W
L56	29.43	S67°58'00"W
L57	24.64	N76°59'12"W
L58	25.22	S87°22'48"W
L59	24.84	S35°52'22"W
L60	27.29	S44°52'46"W

Parcel Line Table		
Line #	Length	Direction
L61	30.00	S47°02'26"W
L62	41.69	S6°37'46"W
L63	22.90	S0°37'16"E
L64	33.90	S12°04'32"W
L65	16.80	S0°27'42"E
L66	16.48	S31°58'43"E
L67	29.88	S27°37'45"E
L68	32.84	S6°52'29"W
L69	76.50	S0°06'15"W
L70	38.03	S40°25'40"E
L71	23.31	S88°23'59"E
L72	30.42	S68°02'54"E
L73	33.73	N32°11'27"E
L74	36.42	N67°36'38"E
L75	23.23	N83°42'09"E
L76	29.38	N17°30'46"E
L77	35.38	N21°26'25"E
L78	44.48	N24°36'02"E
L79	27.38	S69°22'07"E
L80	70.35	S18°25'55"E
L81	26.49	S50°58'08"E
L82	21.58	S75°00'40"E
L83	58.60	S1°29'01"W

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**SPECIFIC PURPOSE SURVEY**

FOR CREATING A NEW CONSERVATION EASEMENT  
 A PORTION OF SECTION 25  
 TOWNSHIP 1 NORTH, RANGE 32 WEST  
 ESCAMBIA COUNTY, FLORIDA

**CONSERVATION EASEMENT**

BOUNDARY LINE TABLE

SURVEY NOT VALID WITHOUT SHEETS 1 AND 3 OF 3.

SHEET 2 OF 3

SCALE:	SEA	FILED (SEE LEFT)	DRAWN BY:	CS	FIELD DATE:	SEA	DATE:	08/26/09
JOB NUMBER:	060129	CHECKED BY:	JB	FIELD BOOK:	SEA	PAGE (of)	1	1

4/22/2010 CAR-10

Prepared by and after recording return to:  
Stephen G. West, Assistant County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502  
(850) 595-4970

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this 22<sup>nd</sup> day of April, 2010, by Escambia County, a political subdivision of the State of Florida, having an address at 221 Palafox Place, Pensacola, Florida 32502 (Grantor) to the State of Florida Department of Environmental Protection (DEPARTMENT), whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000.

As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term DEPARTMENT shall include any successor or assignee of the DEPARTMENT.

WITNESSETH

WHEREAS the Grantor is the sole owner in fee simple of certain lands situated in Escambia County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Grantor desires to construct the Escambia County Division of Solid Waste Management, Perdido Landfill Section Five Expansion (Project) at a site in Escambia County, which is subject to the regulatory jurisdiction of the Department under Part IV of Chapter 373 of the Florida Statutes;

WHEREAS Department Wetland Impacts Permit ERP No. 17-0000667-019-DF (Permit) authorizes certain activities which affect waters in or of the State of Florida;

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore or mitigate for impacts to wetlands, other surface waters, or uplands under the Department's jurisdiction; and

WHEREAS, pursuant to Section 373.414(1)(b), F.S., the DEPARTMENT agrees to accept this conservation easement and the Grantor agrees to grant this conservation easement as a condition of the Permit issued by the Department to offset or prevent adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions. Specifically, this conservation easement is intended to:

1. Offset impacts to wetlands and other surface waters;
2. Prevent cumulative impacts;
3. Prevent secondary impacts to the functions provided to fish, wildlife, and listed species by wetlands, other surface waters, and uplands;

Verified By: *d. W. Wavel*  
Date: *4/23/10*

4. Protect a mitigation area;
5. Ensure that the proposed Project is clearly in the public interest:

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the DEPARTMENT upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland or upland areas included in the conservation easement that are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

2. Rights of the DEPARTMENT. To carry out this purpose, the following rights are conveyed to the DEPARTMENT by this easement:

a. The right to take action to preserve and protect the environmental value of the Property;

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this conservation easement; and

d. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this conservation easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited, except for restoration, creation, enhancement, maintenance, and monitoring activities authorized by the Permit:

- a. Construction or placing of structure on, above, or below the ground, including but not limited to: buildings, roads, docks, piers, boardwalks, billboards or other advertising; utilities; signs (other than those marking the conservation easement), or other structures.
- b. Dumping or placing of soil or other substance or material as land fill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation, except nuisance, invasive, exotic, or nonnative species upon prior written approval by the DEPARTMENT;
- d. Planting or seeding of exotic or nuisance species or other plants that are outside their natural range or zone of dispersal and have or are able to form self-sustaining, expanding, and free-living populations in a natural community with which they have not previously associated;
- e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- f. Surface use except for purposes that permit the land or water area to remain in its natural condition;
- g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, dredging, and fencing;
- h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;
- i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites, or properties of historical, architectural, archaeological, or cultural significance; and
- j. The use of All-Terrain Vehicles, other than those used for land management activities.

4. Reserved Rights. Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, which are not inconsistent with any Department rule, criteria, permit, and the intent and purposes of this conservation easement.

5. Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

6. Responsibilities of Parties. Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liabilities related to the operation, upkeep, or maintenance of the Property. In addition, the DEPARTMENT and its successors or assigns shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.
7. Taxes. Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the DEPARTMENT with satisfactory evidence of payment upon request.
8. Liability. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
9. Hazardous Waste. Grantor covenants and represents that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. In the event such material is discovered, Grantor, its successors or assigns, shall be responsible for the removal of the materials, to the extent required by law, following coordination and written approval of the DEPARTMENT.
10. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of the DEPARTMENT, and any forbearance on behalf of the DEPARTMENT to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of the DEPARTMENT'S rights.
11. Venue and Enforcement Costs. Venue to enforce the terms of this conservation easement shall be in Escambia County, Florida. If the DEPARTMENT prevails in an enforcement action, it shall entitled to recover costs, including expert witness fees, as well as the reasonable cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the conservation easement or to the vegetative and hydrologic condition required in the aforementioned Permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes.
12. Assignment of Rights. The DEPARTMENT agrees to hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interest under applicable state laws.
13. Recording in Land Records. Grantor agrees to record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Escambia County, Florida. Grantor

shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

14. Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

15. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

16. Subsequent Deeds. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to the DEPARTMENT of the transfer of any interest at least twenty days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this conservation easement or limits its enforceability in any way.

17. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

18. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by permit modification as necessary and written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records of Escambia County.

19. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

20. Baseline Documentation Report. The specific conservation values of the property are documented in the Baseline Documentation Report associated with this conservation easement. The Baseline Documentation Report consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation Report is maintained in the office of the Florida Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation Report is available from the DEPARTMENT on request.

21. Acts Beyond Grantor's Control. Nothing in this conservation easement shall be construed to entitle the DEPARTMENT to bring any action against Grantor for any injury to or change in the

property resulting from natural causes beyond Grantor's control including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the property or to persons resulting from such causes.

TO HAVE AND TO HOLD unto the DEPARTMENT forever. The covenants, terms, conditions, restrictions, and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Signature of Witness

By: *Grover C. Robinson IV*  
Grover C. Robinson IV, Chairman  
~~Date Executed~~

\_\_\_\_\_  
Printed/Typed Name

4/22/2010

BBC Approved 04-22-10

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed/Typed Name



Ernie Lee Magaha  
Clerk of the Circuit Court

*Ernie Lee Magaha*  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_ (name of person acknowledging), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

(SEAL)

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

\_\_\_\_\_  
Printed/Typed Name of Notary

Commission No. \_\_\_\_\_

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

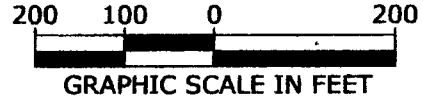
This document approved as to form and legal sufficiency.

By *[Signature]*  
Title Escambia County Attorney  
Date April 7, 2010



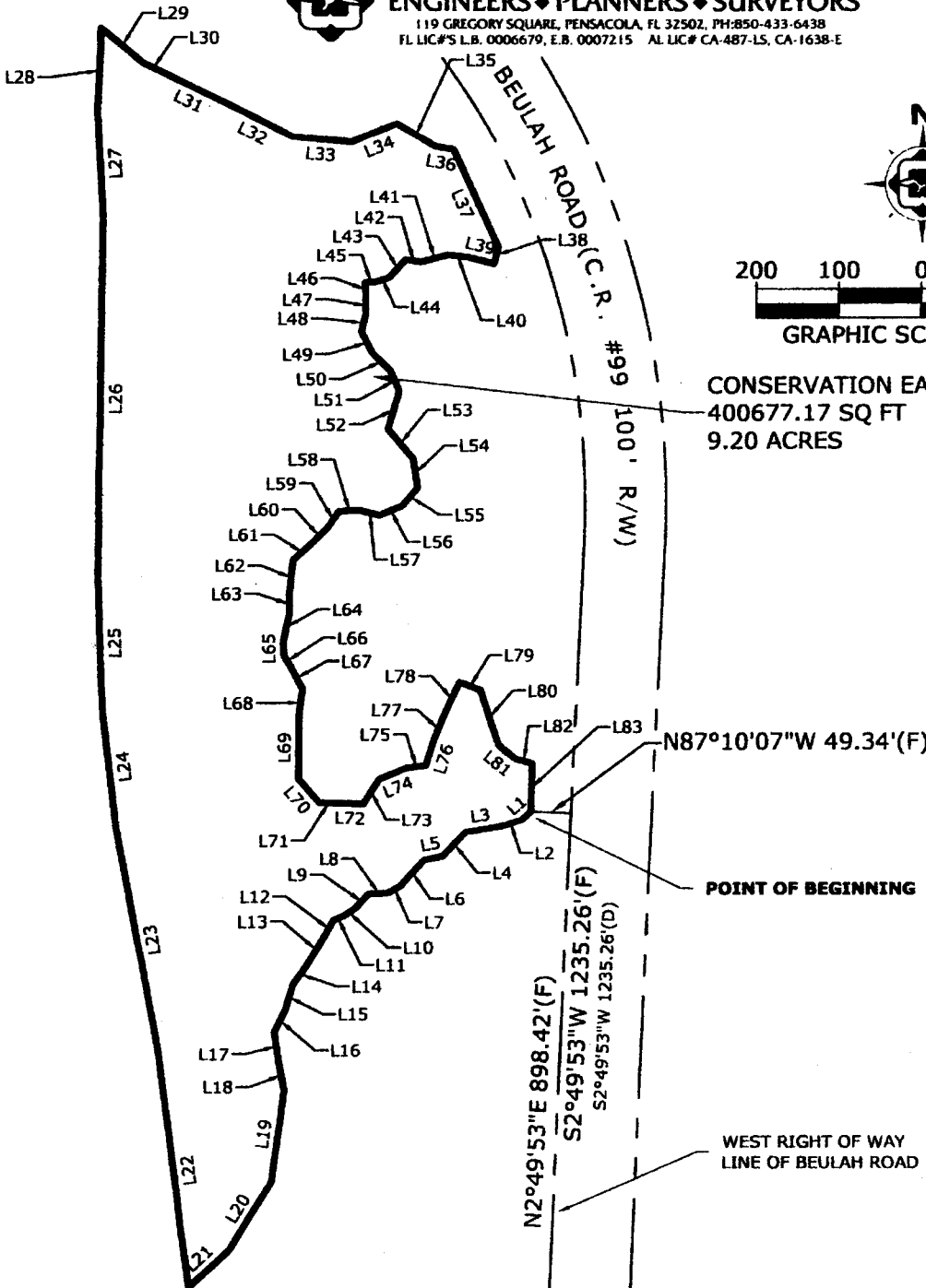
# FABRE ENGINEERING INC.

ENGINEERS • PLANNERS • SURVEYORS  
119 GREGORY SQUARE, PENSACOLA, FL 32502, PH: 850-433-6438  
FL LIC# S.L.B. 0006679, E.B. 0007215 AL LIC# CA-487-LS, CA-1638-E



CONSERVATION EASEMENT  
400677.17 SQ FT  
9.20 ACRES

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**SPECIFIC PURPOSE SURVEY**  
FOR CREATING A NEW CONSERVATION EASEMENT  
A PORTION OF SECTION 25  
TOWNSHIP 1 NORTH, RANGE 32 WEST  
ESCAMBIA COUNTY, FLORIDA  
**CONSERVATION EASEMENT**  
BOUNDARY DRAWING

SURVEY NOT VALID WITHOUT SHEETS 2 AND 3 OF 3.

SHEET 1 OF 3

R=1948.20'  
Δ=23°14'59"  
LA=790.55'  
CH=785.13'  
CH BRG=S8°43'04"E  
S8°43'39"E, 785.99'(D)

S20°16'51"E 928.96'(F)  
S20°17'11"E 928.27'(D)

INTERSTATE 10  
SR #8 300L RIGHT OF WAY

SCALE: 1"=200'	FILE: SEE LEFT	DRAWN BY: RJS	FIELD DATE: N/A	DATE: 08/28/09
JOB NUMBER: 080129	CHECKED BY: JEB	FIELD BOOK: N/A	PAGE (S): N/A	

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**FABRE ENGINEERING INC.**  
**ENGINEERS ♦ PLANNERS ♦ SURVEYORS**

119 GREGORY SQUARE, PENSACOLA, FL 32502, PH: 850-433-6438  
 FL LIC# S L.B. 0006679, E.B. 0007215 AL LIC# CA-487-LS, CA-1638-E

Parcel Line Table		
Line #	Length	Direction
L1	15.82	S47°54'17"W
L2	28.15	S72°43'54"W
L3	42.14	S80°43'48"W
L4	40.90	S42°41'59"W
L5	23.14	S78°40'00"W
L6	41.77	S41°58'07"W
L7	17.02	S60°18'06"W
L8	24.35	S86°20'50"W
L9	24.06	S42°31'17"W
L10	17.46	S58°27'55"W
L11	13.05	S67°50'01"W
L12	22.70	S29°09'17"W
L13	37.21	S32°01'54"W
L14	33.12	S34°40'23"W
L15	30.33	S15°33'55"W
L16	31.71	S26°41'13"W
L17	35.53	S7°53'09"E
L18	36.83	S10°45'34"E
L19	113.99	S7°47'47"W
L20	98.72	S31°27'37"W
L21	67.66	S47°23'42"W
L22	285.98	N6°59'07"W
L23	285.74	N10°11'50"W
L24	144.87	N6°31'33"W
L25	157.85	N1°43'21"W
L26	440.53	N0°46'12"E
L27	123.70	N3°24'44"W
L28	104.08	N2°24'54"E
L29	65.80	S49°42'25"E
L30	28.73	S65°25'45"E

Parcel Line Table		
Line #	Length	Direction
L31	84.17	S63°35'10"E
L32	89.32	S62°43'25"E
L33	72.25	S85°21'25"E
L34	58.92	N68°03'36"E
L35	53.80	S59°30'14"E
L36	22.77	S79°15'09"E
L37	128.82	S25°09'24"E
L38	21.53	S12°41'50"W
L39	34.12	N76°02'37"W
L40	23.49	N82°47'02"W
L41	33.38	S74°35'39"W
L42	18.87	N80°21'32"W
L43	29.80	S42°17'43"W
L44	15.98	S73°08'45"W
L45	13.74	S85°42'17"W
L46	16.70	S1°29'34"E
L47	21.40	S0°07'14"E
L48	21.71	S13°28'03"W
L49	29.70	S26°56'40"E
L50	29.35	S46°21'47"E
L51	27.23	S23°29'06"E
L52	48.23	S16°08'06"W
L53	46.81	S40°36'56"E
L54	36.77	S8°15'02"E
L55	28.87	S40°14'38"W
L56	29.43	S67°56'00"W
L57	24.64	N76°59'12"W
L58	25.22	S87°22'48"W
L59	24.84	S35°52'22"W
L60	27.29	S44°52'46"W

Parcel Line Table		
Line #	Length	Direction
L61	30.00	S47°02'26"W
L62	41.69	S6°37'46"W
L63	22.90	S0°37'16"E
L64	35.50	S12°04'32"W
L65	16.80	S0°27'42"E
L66	16.48	S31°58'43"E
L67	29.88	S27°37'45"E
L68	32.84	S6°52'29"W
L69	76.50	S0°06'15"W
L70	38.03	S40°25'40"E
L71	23.31	S88°23'59"E
L72	30.42	S88°02'54"E
L73	35.73	N32°11'27"E
L74	36.42	N67°36'38"E
L75	23.23	N83°42'09"E
L76	29.38	N17°30'46"E
L77	35.38	N21°26'25"E
L78	44.48	N24°36'02"E
L79	27.38	S69°22'07"E
L80	70.35	S18°25'56"E
L81	26.49	S50°56'08"E
L82	21.58	S75°00'40"E
L83	58.60	S 1°29'01"W

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**SPECIFIC PURPOSE SURVEY**

FOR CREATING A NEW CONSERVATION EASEMENT  
 A PORTION OF SECTION 25  
 TOWNSHIP 1 NORTH, RANGE 32 WEST  
 ESCAMBA COUNTY, FLORIDA

**CONSERVATION EASEMENT**

BOUNDARY LINE TABLE

SURVEY NOT VALID WITHOUT SHEETS 1 AND 3 OF 3.

SHEET 2 OF 3

SCALE:	N/A	FILE:	SEE LEFT	DRAWN BY:	RJS	FIELD DATE:	N/A	DATE:	08/28/09
JOB NUMBER:	080129	CHECKED BY:	JEB	FIELD BOOK:	N/A	PAGE (S):	N/A		



**FABRE ENGINEERING INC.**  
**ENGINEERS ♦ PLANNERS ♦ SURVEYORS**

119 GREGORY SQUARE PENSACOLA, FL 32502 PH 850 433 6438  
 FL LIC # S L B 0006679, L B 0007215 ALIC # CA 48715 CA 1638 L

**GENERAL NOTES:**

1. NORTH AND THE SURVEY DATUM HEREON ARE BASED ON NAD83, STATE PLANE COORDINATE SYSTEM.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A SPECIFIC PURPOSE SURVEY FOR THE PURPOSE OF CREATING A NEW CONSERVATION EASEMENT.
4. WETLAND DELINEATION FOR YEAR 2009 WAS PERFORMED BY WETLAND SOLUTIONS, INC. ON MARCH 16 AND 17, 2009. THE LINE TO BE REVIEWED AND CONFIRMED BY FDEP AND U.S. ARMY CORPS OF ENGINEERS.
5. THE PARENT PROPERTY WAS PREVIOUSLY SURVEYED BY FABRE ENGINEERING AND SURVEYING, THE FIELD SURVEY WAS PERFORMED FROM 04/01/2009 THRU 04/27/2009, 01/29/09 - 6/3/2009, AND RECORDED IN FIELD BOOK 177, PAGE(S) 35-45, FIELD BOOK 179, PAGE(S) 12-25, AND FIELD BOOK 180, PAGE(S) 10-30.
6. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

**DESCRIPTION (AS PREPARED BY FABRE ENGINEERING, INC.)**

COMMENCING AT THE INTERSECTION OF WEST RIGHT-OF-WAY OF BEULAH ROAD (C.R. #99, 100 FOOT RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY OF INTERSTATE 10 (S.R. #8, 300' RIGHT-OF-WAY), THENCE PROCEED ALONG SAID WESTERLY RIGHT-OF-WAY N20°16'51"W 928.96 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1948.20 FEET, (A DELTA OF 23°14'29", CHORD BEARING OF N8°43'39"W, AND CHORD DISTANCE OF 785.13 FEET), THENCE PROCEED ALONG SAID CURVE 790.55 FEET TO THE POINT OF TANGENCY, THENCE PROCEED N2°49'53"E 898.42 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY PROCEED N87°10'07"W 49.34 FEET TO THE POINT OF BEGINNING; THENCE PROCEED S47°54'17"W 15.82 FEET; THENCE PROCEED S72°43'54"W 28.15 FEET; THENCE PROCEED S80°43'48"W 42.14 FEET; THENCE PROCEED S42°41'59"W 40.90 FEET; THENCE PROCEED S78°40'00"W 23.14 FEET; THENCE PROCEED S41°58'07"W 41.77 FEET; THENCE PROCEED S60°18'06"W 17.02 FEET; THENCE PROCEED S86°20'50"W 24.35 FEET; THENCE PROCEED S42°31'17"W 24.06 FEET; THENCE PROCEED S58°27'55"W 17.46 FEET; THENCE PROCEED S67°50'01"W 13.05 FEET; THENCE PROCEED S79°09'17"W 22.70 FEET; THENCE PROCEED S32°01'54"W 37.21 FEET; THENCE PROCEED S34°40'23"W 33.12 FEET; THENCE PROCEED S15°33'55"W 30.33 FEET; THENCE PROCEED S26°41'13"W 31.71 FEET; THENCE PROCEED S7°53'09"E 35.53 FEET; THENCE PROCEED S10°45'34"E 36.83 FEET; THENCE PROCEED S7°47'47"W 113.99 FEET; THENCE PROCEED S31°27'37"W 98.72 FEET; THENCE PROCEED S47°23'42"W 67.66 FEET; THENCE PROCEED N6°59'07"W 285.98 FEET; THENCE PROCEED N10°11'50"W 285.74 FEET; THENCE PROCEED N6°31'33"W 144.87 FEET; THENCE PROCEED N1°43'21"W 157.85 FEET; THENCE PROCEED N0°46'12"E 440.53 FEET; THENCE PROCEED N3°24'44"W 123.70 FEET; THENCE PROCEED N2°24'54"E 104.08 FEET; THENCE PROCEED S49°42'25"E 65.80 FEET; THENCE PROCEED S65°25'45"E 28.73 FEET; THENCE PROCEED S63°35'10"E 84.17 FEET; THENCE PROCEED S62°43'25"E 89.32 FEET; THENCE PROCEED S85°21'25"E 72.25 FEET; THENCE PROCEED N68°03'36"E 58.92 FEET; THENCE PROCEED S59°30'14"E 53.80 FEET; THENCE PROCEED S79°15'09"E 22.77 FEET; THENCE PROCEED S25°09'24"E 128.82 FEET; THENCE PROCEED S12°41'50"W 21.53 FEET; THENCE PROCEED N76°02'37"W 34.12 FEET; THENCE PROCEED N82°47'02"W 23.49 FEET; THENCE PROCEED S74°35'39"W 33.38 FEET; THENCE PROCEED N80°21'32"W 18.87 FEET; THENCE PROCEED S42°17'43"W 29.80 FEET; THENCE PROCEED S73°08'45"W 15.98 FEET; THENCE PROCEED S85°42'17"W 13.74 FEET; THENCE PROCEED S1°29'34"E 16.70 FEET; THENCE PROCEED S0°07'14"E 21.40 FEET; THENCE PROCEED S13°28'03"W 21.71 FEET; THENCE PROCEED S26°56'40"E 29.70 FEET; THENCE PROCEED S46°21'47"E 29.35 FEET; THENCE PROCEED S23°29'06"E 27.23 FEET; THENCE PROCEED S16°08'06"W 48.23 FEET; THENCE PROCEED S40°36'56"E 46.81 FEET; THENCE PROCEED S8°15'02"E 36.77 FEET; THENCE PROCEED S40°14'38"W 28.87 FEET; THENCE PROCEED S67°56'00"W 29.43 FEET; THENCE PROCEED N76°59'12"W 24.64 FEET; THENCE PROCEED S87°22'48"W 25.22 FEET; THENCE PROCEED S35°52'22"W 24.84 FEET; THENCE PROCEED S44°52'46"W 27.29 FEET; THENCE PROCEED S47°02'26"W 30.00 FEET; THENCE PROCEED S6°37'46"W 41.69 FEET; THENCE PROCEED S0°37'16"E 22.90 FEET; THENCE PROCEED S12°04'32"W 35.50 FEET; THENCE PROCEED S0°27'42"E 16.80 FEET; THENCE PROCEED S31°58'43"E 16.48 FEET; THENCE PROCEED S27°37'45"E 29.88 FEET; THENCE PROCEED S6°52'29"W 32.84 FEET; THENCE PROCEED S0°06'15"W 76.50 FEET; THENCE PROCEED S40°25'40"E 38.03 FEET; THENCE PROCEED S88°23'59"E 23.31 FEET; THENCE PROCEED S88°02'54"E 30.42 FEET; THENCE PROCEED N32°11'27"E 35.73 FEET; THENCE PROCEED N67°36'38"E 36.42 FEET; THENCE PROCEED N83°42'09"E 23.23 FEET; THENCE PROCEED N1°30'46"E 29.38 FEET; THENCE PROCEED N21°26'25"E 35.38 FEET; THENCE PROCEED N24°36'02"E 44.48 FEET; THENCE PROCEED S69°22'07"E 27.38 FEET; THENCE PROCEED S18°25'56"E 70.35 FEET; THENCE PROCEED S50°56'08"E 26.49 FEET; THENCE PROCEED S75°00'40"E 21.58 FEET; THENCE PROCEED S1°29'01"W 58.60 FEET TO THE POINT OF BEGINNING, CONTAINING 9.20 ACRES, MORE OR LESS. ALL LYING WITHIN AND BEING A PART OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

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**SPECIFIC PURPOSE SURVEY**

FOR CREATING A NEW CONSERVATION EASEMENT  
 A PORTION OF SECTION 25  
 TOWNSHIP 1 NORTH, RANGE 32 WEST  
 ESCAMBIA COUNTY, FLORIDA

**CONSERVATION EASEMENT**

GENERAL NOTES AND LEGAL

SURVEY NOT VALID WITHOUT SHEETS 1 AND 2 OF 3.

SHEET 3 OF 3

NO.	DATE	REVISIONS

**SURVEYORS CERTIFICATE:**

I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 173.027 FLORIDA STATUTES SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

*Joseph E. Barrett*  
 JOSEPH E. BARRETT, P.S.M.

AUGUST 28, 2009

DATE

PROFESSIONAL FLORIDA SURVEYOR, LICENSE NO. 6260, F.E.I. LB NO. 6679

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

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JOB NUMBER:	080129	CHECKED BY:	JEB	FIELD BOOK:	N/A	PAGE (S):	N/A	N/A

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

8. Approving to amend the Uniform Policy, Section II, Part C.23, of the Board of County Commissioners' Policy Manual, which provides for:

1809

A. Grammatical changes and verbiage changes to comply with the Board of County Commissioners' current organizational structure; and

B. Inclusion under B., Scope, "who are authorized to wear a uniform."

9. Accepting, for filing with the Board's Minutes, the March 18, 2010, Community Redevelopment Agency (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

1809

10. Taking the following action concerning a Conservation Easement for the Perdido Landfill Section Five Expansion:

1809

A. Approving the Conservation Easement between Escambia County and the State of Florida Department of Environmental Protection for the Perdido Landfill Section Five Expansion for wetland mitigation purposes;

B. Authorizing the payment of incidental expenditures associated with the recording of the Conservation Easement and any associated documents; and

C. Authorizing the Chairman to execute the Conservation Easement and any other documents associated with the granting of the Conservation Easement.

11. Authorizing the scheduling (*and advertising*) of a Public Hearing for May 6, 2010, at 5:32 p.m., for consideration of the renewal of (*Application for*) a *Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility* for Rolling Hills C&D Debris Facility, owned by South Palafox Properties, LLC.

1809



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

**AI-12490** **County Administrator's Report** **11. 6.**  
**BCC Regular Meeting** **Technical/Public Service Consent**  
**Meeting Date:** 07/18/2017  
**Issue:** Escambia County Housing Finance Authority Reappointment  
**From:** Jack Brown, County Administrator  
**Organization:** County Administrator's Office  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Escambia County Housing Finance Authority Reappointment - Jack R. Brown, County Administrator

That the Board take the following action concerning a reappointment to the Escambia County Housing Finance Authority, as requested by Patricia D. Lott, Executive Director:

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

B. Reappoint Steve Jernigan for another four-year term, effective August 1, 2017, through July 31, 2021.

Mr. Jernigan responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from June 19, 2017, to July 3, 2017, to seek residents interested in volunteering to be considered for an appointment on the Escambia County Housing Finance Authority. No other residents responded to the General Alert.

**BACKGROUND:**

The Authority was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

The Authority has requested Mr. Jernigan's reappointment because his architectural expertise is important to the Authority.

Mr. Jernigan's architectural firm, Bay Design Associates Architects, PL, is currently a subcontractor for the DLR Group, a County vendor; however, this does not interfere with his continuing service on the Housing Finance Authority because the Authority is a

subordinate board that is not involved in any way with the County contract.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Letter from Patricia D. Lott

Steve Jernigan's Email and Resume

General Alert

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**ESCAMBIA COUNTY  
HOUSING FINANCE AUTHORITY**  
WWW.ESCAMBIAHFA.COM

700 South Palafox Street, Suite 310  
Pensacola, Florida 32502-5958

Phone: (850) 432-7077  
Fax: (850) 438-5205  
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*Serving 1<sup>st</sup> Time Homebuyers throughout Florida since 1982*

April 11, 2017

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

Re: Reappointment to the Escambia County Housing Finance Authority – Steve Jernigan

Dear Mr. Brown:

Mr. Steve Jernigan's appointment to the Escambia County Housing Finance Authority expires on July 31, 2017. Mr. Jernigan has expressed a desire to be reappointed to the Authority for an additional four-year term commencing August 1, 2017 through July 31, 2021. The members of the Authority would be pleased to retain Mr. Jernigan as he has considerable experience in the architectural field and housing needs of Escambia County residents. Mr. Jernigan has devoted a substantial amount of time and effort to understanding the operation and goals of this Authority and his continued service will be of great benefit to the Board.

Thank you for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

Patricia D. Lott  
Executive Director

cc: Steve Jernigan,

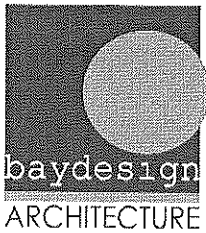
## Judy H. Witterstaeter

---

**From:** Steve Jernigan [steve@baydesign.com]  
**Sent:** Thursday, June 22, 2017 1:51 PM  
**To:** Judy H. Witterstaeter  
**Cc:** Jack R. Brown  
**Subject:** Re-Appointment to Escambia County Housing Finance Authority  
**Attachments:** Steve Jernigan CV 2017.pdf

Ms. Witter – please find attached my resume as requested for the position of Escambia County Housing Finance Authority member. I have been a member for over 8 years and am requesting reappointment. I believe Ms. Patricia Lott, Executive Director has forwarded a request from the board that I am able to continue my service on the Authority. My expertise in design and construction is invaluable when evaluating affordable housing alternatives. I presently serve as the Authority's Secretary/Treasurer, and have chaired the Authority for 2 terms during my tenure.

Please let me know if the Commissioners need additional information.



**Steve Jernigan, FAIA, LEED AP BD+C**  
Bay Design Associates Architects, PL  
720 Bayfront Parkway, Suite 200  
Pensacola, Florida 32502  
p: 850.432.0706 x102  
f: 850.433.0508  
[steve@baydesign.com](mailto:steve@baydesign.com)





baydesign associates architects, pl  
 architects/interior design/sustainability  
 720 bayfront parkway suite 200  
 pensacola, fl 32502  
 phone 850.432.0706  
 baydesign.com

## STEVE JERNIGAN, FAIA

### EDUCATIONAL BACKGROUND

- |  |                        |
|--|------------------------|
| • <b>Auburn University</b>                                   | <b>Auburn, Alabama</b> |
| <i>Bachelor of Science in Environmental Design</i>           | 1980                   |
| <i>Bachelor of Architecture (5 year professional degree)</i> | 1981                   |

### PROFESSIONAL REGISTRATIONS

- |  |         |      |
|--|---------|------|
| • <b>Registered Architect</b>  |         |      |
| <i>State of Florida</i>  | #9953   | 1983 |
| <i>State of Alabama</i>  | #2676   | 1984 |
| <i>State of Colorado</i>   | #400232 | 2004 |
| <i>State of Georgia</i>  | #11516  | 2005 |
| <i>State of Mississippi</i>  | #4135   | 2007 |
| <i>National Council of Architectural Boards</i>                                  | #29545  | 1984 |
| • <b>Registered Interior Designer</b>  |         |      |
| <i>State of Florida</i>  | #4881   | 2004 |
| • <b>Leadership in Energy &amp; Environmental Design (LEED)- USGBC</b>           |         |      |
| <i>Accredited Professional (Specialty in Building Design &amp; Construction)</i> |         | 2004 |
| • <b>Licensed Special Inspector</b>  |         |      |
| <i>State of Florida - Threshold Inspector</i>                                    | #816    | 1989 |
| • <b>Licensed Disaster Safety Worker</b>   |         |      |
| <i>State of California - Emergency Management Agency</i>                         | #69058  | 2011 |

### RELEVANT PROFESSIONAL EXPERIENCE AND AFFILIATIONS

- **Bay Design Associates Architects, P.L. – Pensacola, Florida**  
*Managing Partner/Project Manager – 1992 to Present*  
 34 years of experience in the design and construction administration of facilities throughout the Southeast.
- **American Institute of Architects**  
**AIA National:** Board of Directors – Florida/Caribbean Regional Director (2012-2014); Elected to College of Fellows (2011), "Outstanding Individual Contribution in Governmental Affairs" (2011), "Richard Upjohn Fellow" (2014), ArchiPAC Steering Committee (2010-present), Chair (2013-2014); Board Advocacy Committee (2012-2013); "Citizen Architect Award" (2010); Component Excellence Awards for "Outstanding Overall Governmental Affairs Program (2007); "Government Affairs – Outstanding Single Program" (2009); "Public Affairs and Communications – Outstanding Overall Program" (2010); Presentation at AIA Grassroots on "A Blueprint for Legislative Success" (2010)



baydesign associates architects, pl  
architects/interior design/sustainability  
720 bayfront parkway suite 200  
pensacola, fl 32502  
phone 850.432.0706  
baydesign.com

Page 2

- **American Institute of Architects (continued)**

**Florida Association:** Immediate Past-President (2010); President (2009); Vice-President: Legislative and Regulatory Affairs (2006) Professional Development (2007); State Board of Directors (2002 – 2010); Executive Committee (2006 – 2010); "Gold Medal" (2015), Anthony Pullara Individual Honor Award" (2011); "President's Award" (2007)

**Northwest Florida Chapter:** Board Member (1984-1990, 2000-2005); Secretary (1986); Vice-President (1987); President (1988); "Service to the Profession Award" (2010, 2015)

- **Auburn University – College of Architecture, Design and Construction – Dean's Executive Advisory Committee (2015-2018)**
- **National Architectural Accreditation Board – Visiting Team Member (2015-2018)**
- **Escambia County Board of Adjustments - Former Vice-Chairman**
- **Escambia County Housing Finance Authority – Board member (2005-present), Chairman (2011, 2014)**
- **National Association of Industrial & Office Properties (NAIOP)**  
State of Florida Chapter – Board Member (2011); Northwest Florida Chapter Board Member (2004-present) President (2011, 2017)
- **Leadership Pensacola – Graduate (1987)**
- **Pensacola Committee of 100 – Board Member (1985-1990), Sites & Buildings Task Force Chair (1987)**
- **Committee for a Sustainable Emerald Coast (Appointed by Gov. Jeb Bush)- Committee Member, Subcommittee Chair (2006-2007)**
- **West Florida Regional Planning Council – CESC Advisory Committee Vice-Chair (2008-2011)**
- **Participant in numerous presentations to construction and design groups: Associated General Contractors, American Subcontractors Association, Homebuilders Association of Northwest Florida, International Building Code Conference, Florida Board of Architecture**

**From:** Community & Media Relations  
**Sent:** Monday, June 19, 2017 10:50 AM  
**To:** Judy H. Witterstaeter  
**Subject:** Appointee Sought for Housing Finance Authority



News Center



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## Appointee Sought for Housing Finance Authority

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Housing Finance Authority. Appointees serve without compensation. Escambia residents interested in serving on the Escambia County Housing Finance Authority are asked to submit a resume and letter indicating their desire to serve by 5 p.m. Monday, July 3. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or [jhwitter@myescambia.com](mailto:jhwitter@myescambia.com).

The Escambia County Housing Finance Authority was established in accordance with Florida law. The authority's duties are to assist in eliminating shortages of adequate housing, stop reoccurrence of slum conditions and stimulate employment and commerce. Knowledge in the area of labor, finance or commerce required. Authority members serve a four-year term of office. Financial disclosure is required.

### Requirements:

- The authority's regular meetings are held the second Tuesday of every month and typically last between one to two hours (i.e. 24 hours annually). Board members are also required to attend special meetings that are occasionally called on an "as needed" basis in connection with proposed multi- and single-family financings.
- Board members must review various documents (official statements, trust statements, loan agreements, etc.) prior to each monthly meeting. Preparation time generally ranges from one hour for a normal meeting, to four to six hours if there is a substantial item on the agenda.
- Board members are also required to be available for any bond issue closings that occur during the year and to also make time during the month to consult with the executive director (and/or be available to sign documents, checks,

- etc.) as needed in connection with routine authority business.
- Board members are also strongly encouraged to participate in various educational workshops and conferences sponsored by the National and Florida Associations of Local Housing Finance Authorities (approximately two a year) in an effort to stay abreast of emerging trends and changes to all the various laws and regulations in the housing finance and municipal finance industries (such as their due diligence responsibilities before approving a bond issue, SEC/MSRB regulations, disclosure responsibilities, etc.) that impact the authority's mission of providing safe, decent and affordable housing.

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**Community and Media  
Relations**

Phone: (850) 595-3476

Email: [cmr@myescambia.com](mailto:cmr@myescambia.com)





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

**AI-12457**

**County Administrator's Report 11. 1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 07/18/2017

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

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

That the Board ratify the following July 18, 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 seven Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Jane E. Thiesse, owner of residential property located at 419 Southeast Baublits Drive, Warrington Redevelopment District, each in the amount of \$2,185, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install a new roof;
2. The Agreements between Escambia County CRA and Lori Cooper, owner of residential property located at 212 Brown Road, Warrington Redevelopment District, each in the amount of \$4,045, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install a new roof, install new windows, and storm shutter installation;
3. The Agreements between Escambia County CRA and Lynwood V., Jr., and Vicki A. Fletcher, owners of residential property located at 632 Lakewood Road, 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, to install windows;
4. The Agreements between Escambia County CRA and Isobel Jacobs, owner of

residential property located at 214 Payne Road, Warrington Redevelopment District, each in the amount of \$2,400, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install a new roof;

5. The Agreements between Escambia County CRA and Robert G. Handshumaker and Anna J. Erikson, owners of residential property located at 104 Brandywine Road, Barrancas Redevelopment District, each in the amount of \$5,475, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof;

6. The Agreements between Escambia County CRA and Michelle A. Ray, owner of residential property located at 208 Henry Street, Barrancas Redevelopment District, each in the amount of \$2,285, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof;

7. The Agreements between Escambia County CRA and William E., III, and Julie Grimsley, owners of residential property located at 1214 Wilson Avenue, Barrancas Redevelopment District, each in the amount of \$4,163, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install central heating and air conditioning; 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. Jane E. Thiesse, Warrington TIF, Cost Center 370114, in the amount of \$2,185
2. Lori Cooper, Warrington TIF, Cost Center 370114, in the amount of \$4,045
3. Lynwood V. Jr and Vicki A. Fletcher, Barrancas TIF, Cost Center 370116, in the amount of \$6,000
4. Isobel Jacobs, Warrington TIF, Cost Center 370114, in the amount of \$2,400
5. Robert G. Handshumaker and Anna J. Erikson, Barrancas TIF, Cost Center 370116, in the amount of \$5,475
6. Michelle A. Ray, Barrancas TIF, Cost Center 370116, in the amount of \$2,285
7. William E., III and Julie Grimsley, Barrancas TIF, Cost Center 370116, in the amount of \$4,163

**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.

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**Attachments**

Agreement Thiesse July2017

Agreement Cooper July2017

Agreement Fletcher July2017

Agreement Jacobs July2017

Agreement Handshumaker & Erikson July 2017

Agreement Ray July2017

Agreement Grimsley July2017

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of July 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Jane E. Thiesse, (the "Recipient"), owner of residential property located at 419 Southeast Baublits Drive, 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 **\$2,185**, 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 **\$2,185**, which shall be comprised of a cash contribution of **\$2,185**.
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 **18<sup>th</sup> day of July 2017**, and the Project shall be complete on or before the **18<sup>th</sup> day of October 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, Ste. 305  
Pensacola, Florida 32502

**Recipient:**

Jane E. Thiesse  
419 Southeast Baublits Drive  
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:

Jane E. Thiesse  
**Jane E. Thiesse, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2017 by Jane E. Thiesse, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 3/3/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Jane E. Thiesse**

Property Address: **419 Southeast Baublits Drive, 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**

<b>Applicant Name</b> <b><u>Jane E. Thiesse</u></b>	<b>Address of Property</b> <b><u>419 Southeast Baublits Drive</u></b> <b><u>Pensacola, FL 32507</u></b>	<b>Property Reference No.</b> <b><u>50-2S-30-6090-441-021</u></b>
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**Total Amount of Lien** **\$2,185**

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:

Jane E. Thiesse  
Jane E. Thiesse, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2017 by Jane E. Thiesse, 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

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

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

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

Approved as to form and legal sufficiency

By/Title: [Signature]  
Date: 5/31/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502





**Replace roof**

**419 Southeast Baublits Drive – Jane E. Thiesse**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of July 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Lori Cooper, (the "Recipient"), owner of residential property located at 212 Brown 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 \$4,045, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$4,045, which shall be comprised of a cash contribution of \$4,045.
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 18<sup>th</sup> day of July 2017, and the Project shall be complete on or before the 18<sup>th</sup> day of October 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, Ste. 305  
Pensacola, Florida 32502

**Recipient:**

Lori Cooper  
212 Brown 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: \_\_\_\_\_

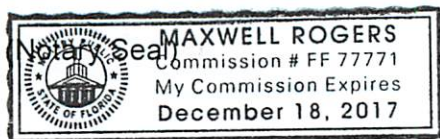
(SEAL)


For Recipient:

  
\_\_\_\_\_  
**Lori Cooper, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017 by Lori Cooper, Property Owner. She () is personally known to me or () has produced TN Drivers Lic as identification.



  
\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
\_\_\_\_\_  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: Maxwell Rogers  
Date: 6/15/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Lori Cooper**

Property Address: **212 Brown Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof, install new windows, and storm shutter installation.**

**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  
**Lori Cooper**

Address of Property  
**212 Brown Road**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-100-006**

**Total Amount of Lien**

**\$4,045**

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:

*Lori Cooper*

Lori Cooper, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017 by Lori Cooper, Property Owner. She () is personally known to me or () has produced TN Drivers Lic as identification.

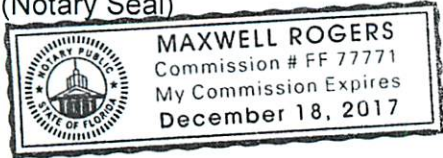
*Maxwell Rogers*

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)



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: Kathal Aca  
Date: 6/13/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502





**Replace roof, install new windows, and storm shutter  
installation**

**212 Brown Road – Lori Cooper**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of July 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Lynwood V., Jr., and Vicki A. Fletcher (the "Recipient"), owner of residential property located at 632 Lakewood 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 have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$6,000**, which shall be comprised of a cash contribution of **\$6,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18th** day of **July 2017**, and the Project shall be complete on or before the **18th** day of **October 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:

Sherry Duffey, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Lynwood V., Jr., and Vicki A.  
Fletcher  
632 Lakewood 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(s):

*Lynwood V., Jr. Fletcher*  
Lynwood V., Jr., Fletcher, Property Owner

*Vicki A. Fletcher*  
Vicki A. Fletcher, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017 by Lynwood V., Jr., Fletcher, Property Owner. He () is personally known to me or () has produced FL DL EXP. 11-16-18 as identification.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017 by Vicki A. Fletcher, Property Owner. She () is personally known to me or () has produced FL DL EXP. 3-17-20 as identification.

*Sherry Duffey*  
Signature of Notary Public

Sherry Duffey  
Printed Name of Notary Public



Approved as to form and legal sufficiency.

By/Title: *Kathleen HCA*  
Date: 6/13/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Lynwood V., Jr., and Vicki A. Fletcher**  
Property Address: **632 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Install new windows.**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Lynwood V., Jr., and**  
**Vicki A. Fletcher**

Address of Property  
**632 Lakewood Road**  
**Pensacola, FL 32507**

Property Reference No.  
**59-2S-30-1000-006-016**

**Total Amount of Lien**

**\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

[Signature]  
Lynwood V., Jr., Fletcher, Property Owner

[Signature]  
Vicki A. Fletcher, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017 by Lynwood V., Jr., Fletcher, Property Owner. He () is personally known to me or () has produced FL DL Exp 11-16-18 as identification.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017 by Vicki A. Fletcher, Property Owner. She () is personally known to me or () has produced FL DL Exp 3-17-20 as identification.

[Signature]  
Signature of Notary Public  
Sherry Duffey  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**D. B. Underhill, Chairman**

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

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

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

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

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 6/13/17



Before



**Install new windows**

**632 Lakewood Road-Lynwood V., Jr. and Vicki A.  
Fletcher**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of July 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Isobel Jacobs, (the "Recipient"), owner of residential property located at 214 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 \$2,400, 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 \$2,400, which shall be comprised of a cash contribution of \$2,400.
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 18<sup>th</sup> day of July 2017, and the Project shall be complete on or before the 18<sup>th</sup> day of October 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, Ste. 305  
Pensacola, Florida 32502

**Recipient:**

Isobel Jacobs  
214 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:  
*Isobel Jacobs*  
\_\_\_\_\_  
**Isobel Jacobs, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2017 by Isobel Jacobs, 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. W. JACA  
Date: 6/13/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Isobel Jacobs**

**Property Address: 214 Payne Road, 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  
**Isobel Jacobs**

Address of Property  
**214 Payne Road**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-387-018**

**Total Amount of Lien**

**\$2,400**

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:

Isobel Jacobs  
Isobel Jacobs, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2017 by Isobel Jacobs, 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]  
Date: 07/13/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502





**Replace roof**

**214 Payne Road – Isobel Jacobs**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of July 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Robert G. Handshumaker and Anna J. Erikson, (the "Recipient(s)"), owner of residential property located at 104 Brandywine 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 have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$5,475**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$5,475**, which shall be comprised of a cash contribution of **\$5,475**.
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 **18<sup>th</sup>** day of **July 2017**, and the Project shall be complete on or before the **18<sup>th</sup>** day of **October 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:

Sherry Duffey, Development Program Mgr.  
Neighborhood & Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient(s):

Robert G. Handshumaker and  
Anna J. Erikson  
104 Brandywine 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**

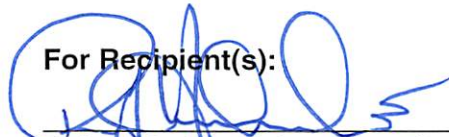

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

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

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

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

(SEAL)

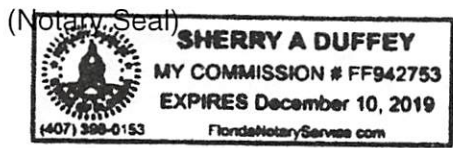
For Recipient(s):  
  
\_\_\_\_\_  
**Robert G. Handshumaker, Property Owner**  
  
\_\_\_\_\_  
**Anna J. Erikson, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2017 by Robert G. Handshumaker, Property Owner. He ( ) is personally known to me or (  ) has produced ARDL Exp. 7-6-25 as identification.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2017 by Anna J. Erikson, Property Owner. She (  ) is personally known to me or ( ) has produced ARDL Exp 10-20-19 as identification.

\_\_\_\_\_  
Signature of Notary Public  
Sherry Duffey  
\_\_\_\_\_  
Printed Name of Notary Public



Approved as to form and legal sufficiency.  
By/Title: [Signature]  
Date: 6/19/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Robert G. Handshumaker and Anna J. Erikson**  
Property Address: **104 Brandywine Road, 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(s)

**Robert G. Handshumaker and  
Anna J. Erikson**

Address of Property

**104 Brandywine Road  
Pensacola, FL 32507**

Property Reference No.

**50-2S-30-5010-024-020**

**Total Amount of Lien**

**\$5,475**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

*[Handwritten Signature]*

Robert G. Handshumaker, Property Owner

*[Handwritten Signature]*

Anna J. Erikson, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2017 by Robert G. Handshumaker, Property Owner. He ( ) is personally known to me or (  ) has produced ABZ DL as identification. EXP 7-6-35

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2017 by Anna J. Erikson, Property Owner. She ( ) is personally known to me or (  ) has produced SD DL as identification. EXP 10-29-18

*[Handwritten Signature]*  
Signature of Notary Public

(Notary Seal)

*[Handwritten Signature]*  
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: \_\_\_\_\_

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502

Approved as to form and legal sufficiency

By/Title: *[Handwritten Signature]*  
Date: 6/9/17





**Replace roof**

**104 Brandywine Road – Robert G. Handshumaker &  
Anna J. Erikson**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of July 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Michelle A. Ray, (the "Recipient"), owners of residential property located at 208 Henry Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$2,285, 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 \$2,285, which shall be comprised of a cash contribution of \$2,285.
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 18<sup>th</sup> day of July 2017, and the Project shall be complete on or before the 18<sup>th</sup> day of October 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:

Sherry Duffey, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Michelle A. Ray  
208 Henry Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**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)

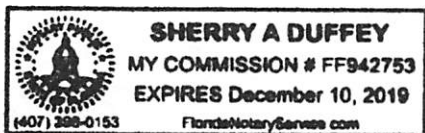
For Recipient(s):  
*Michelle A. Ray*  
Michelle A. Ray, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2017 by Michelle A. Ray, Property Owner. She ( ) is personally known to me or (  ) has produced FL DL Exp. 2-18-12 as identification.

*Sherry Duffey*  
Signature of Notary Public  
Sherry Duffey  
Printed Name of Notary Public

(Notary Seal)



Approved as to form and legal sufficiency.

By/Title: *K. Duval Act*  
Date: 6/19/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Michelle A. Ray**

Property Address: **208 Henry Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s) <b><u>Michelle A. Ray</u></b>	Address of Property <b><u>208 Henry Street</u></b> <b><u>Pensacola, FL 32507</u></b>	Property Reference No. <b><u>50-2S-30-5012-023-033</u></b>
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**Total Amount of Lien** **\$2,285**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

*Michelle A. Ray*  
Michelle A. Ray, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2017 by Michelle A. Ray, Property Owner. She () is personally known to me or () has produced FLDL Exp as identification.

2-18-22

(Notary Seal)

*Sherry Duffey*  
Signature of Notary Public

Sherry Duffey  
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: *Kelvin Chen*  
Date: 6/19/17

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



BEFORE (5/30/2017)



**Replace roof**

**208 Henry Street-Michelle A. Ray**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of July 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and William E., III and Julie Grimsley (the "Recipient"), owner of residential property located at 1214 Wilson Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$4,163**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$4,163**, which shall be comprised of a cash contribution of **\$4,163**.
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 **18th** day of **July 2017**, and the Project shall be complete on or before the **18th** day of **October 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:

Sherry Duffey, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

William E., III and Julie  
Grimsley  
1214 Wilson 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(s):

W. E. Grimsley  
William E. Grimsley, III, Property Owner

Julie Grimsley  
Julie Grimsley, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

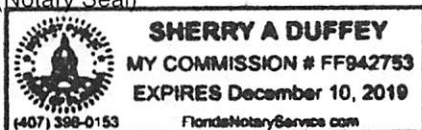
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2017 by William E. Grimsley, III, Property Owner. He ( ) is personally known to me or (  ) has produced FL DRIVES LIC as identification.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2017 by Julie Grimsley, Property Owner. She ( ) is personally known to me or (  ) has produced FL DRIVES LIC as identification.

Sherry Duffey  
Signature of Notary Public

Sherry Duffey  
Printed Name of Notary Public

(Notary Seal)



Approved as to form and legal sufficiency.

By/Title: Kathal ACA  
Date: 6/20/17

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **William E., III and Julie Grimsley**

Property Address: **1214 Wilson Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Install central heating and air conditioning system.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name(s)**  
**William E., III and**  
**Julie Grimsley**

**Address of Property**  
**1214 Wilson Avenue**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-5000-019-012**

**Total Amount of Lien**

**\$4,163**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

*W.E. Grimsley*

William E. Grimsley, III Property Owner

*Julie Grimsley*

Julie Grimsley, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2017 by William E. Grimsley, III, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2017 by Julie Grimsley, Property Owner. She ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

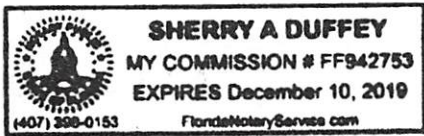
*Sherry Duffey*

Signature of Notary Public

*Sherry Duffey*

Printed Name of Notary Public

(Notary Seal)



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: \_\_\_\_\_

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: *K. Duval ACA*  
Date: 6/20/17



Before



**Install Central heating and air conditioning system-1214 Wilson Avenue-William E., III and Julie Grimsley**



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

**AI-12458**

**County Administrator's Report 11. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 07/18/2017

**Issue:** Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for Property Located at 3960 Navy Boulevard - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following July 18, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3960 Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Navy Park, LLC, owner of commercial property located at 3960 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$2,929, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install fencing; and

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

**BACKGROUND:**

The CRA created the matching Grant programs to be implemented within the County's redevelopment districts. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties. A rendering of the project is attached.



**BUDGETARY IMPACT:**

Funding for the Grant will be provided as follows;

1. Navy Park, LLC, Warrington TIF, Fund 151, Cost Center 370114, in the amount of \$2,929.

**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.

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**Attachments**

Agreement NavyParkLLC July2017

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of July 2017 by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Navy Park, LLC, (the "Recipient"), owner of commercial property located at 3960 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 **\$2,929**, 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 **\$2,929**, which shall be comprised of a cash contribution of **\$2,929**.
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 **18<sup>th</sup>** day of **July 2017**, and the Project shall be complete on or before the **18<sup>th</sup>** day of **October 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:

Navy Park, LLC  
3960 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: \_\_\_\_\_

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

Deputy Clerk

(SEAL)

For Recipient: \_\_\_\_\_  
Albert St. Amand, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of June 2017 by, Albert St. Amand, Property Owner. He () is personally known to me or () has produced VT DRIVER'S LICENSE as identification.

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

James G. NASSAR  
Printed Name of Notary Public



(Notary Seal)

County/City of Chittenden State of Vermont  
Subscribed and sworn to before me, \_\_\_\_\_  
This 16 day of June, 2017  
by JG Nassar James G NASSAR  
\_\_\_\_\_  
Notary Public  
My commission expires 02/19/2019

Approved as to form and legal sufficiency.

By/Title: Kdual ACA  
Date: 6/14/17

**EXHIBIT I**

**COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

Property Owner: **Navy Park, LLC**  
Property Address: **3960 Navy Boulevard, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

**Fencing.**

**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.
<b><u>Navy Park, LLC</u></b>	<b><u>3960 Navy Boulevard Pensacola, Florida 32507</u></b>	<b><u>38-2S-30-1000-010-006</u></b>

**Total Amount of Lien** **\$2,929**

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.



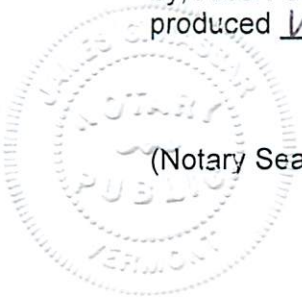
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

*Albert St. Amand*  
Albert St. Amand, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of June, 2017 by, Albert St. Amand, Property Owner. He () is personally known to me or () has produced VT Driver's License as identification.



(Notary Seal)

*James G. Nassar*  
Signature of Notary Public  
James G. NASSAR  
Printed Name of Notary Public

My commission expires 02/10/2019  
Notary Public JAMES G. NASSAR  
by *James G. Nassar*  
this 16 day of June, 2017  
Subscribed and sworn to before me, in my presence.  
County/City of Chittenden State of Vermont

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: *Kathal ACA*  
Date: 6/19/17

## 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.



## Fencing

**3960 Navy Boulevard – Navy Park, LLC**



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

**AI-12463**

**County Administrator's Report 11. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 07/18/2017

**Issue:** Amendment #1 to SHIP Agreement with Northwest Florida Community Housing Development Corporation

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Amendment #1 to the SHIP Program Agreement with Northwest Florida Community Housing Development Corporation - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to the SHIP (State Housing Initiatives Partnership) Program Agreement with Northwest Florida Community Housing Development Corporation:

A. Approve Amendment #1 to the Escambia County SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program with the Northwest Florida Community Housing Development Corporation to extend the Contract end date through December 31, 2017; and

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

[Funding: Fund 120/2016 SHIP, Cost Center 370202]

**BACKGROUND:**

On August 18, 2016, the Board approved a SHIP Agreement with Northwest Florida Community Housing Development Corporation (NFCHDC) to administer a disaster recovery program to help with replacement housing for owner occupants due to the February 2016 tornados. NFCHDC has been able to leverage the Community Contribution Tax Credit Program (CCTCP) with SHIP funds to complete four homes to date, with seven others in varying stages of construction. While most of the homes will be substantially complete by late July/early August, there are a couple of properties that received a delayed construction start by NFCHDC due to problems with client application documentation collected by the Neighborhood Enterprise Division (probate, duplication of benefits information, eligibility documentation, title issues, etc). This

Amendment (Exhibit I) extends the completion date to December 31, 2017. No other changes are being made to the original Agreement. To date, with the CCTCP funding, SHIP construction funds expended on the replacement homes have averaged less than \$40,000 as NFCHDC has been able to leverage support from various private local businesses to complete the new homes.

**BUDGETARY IMPACT:**

The funding required for the Agreement and Amendment #1 is budgeted in Fund 120/2016 SHIP, Cost Center 370202. No additional funds are being requested through this Amendment.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Amendment #1 has been reviewed and approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

No impact to personnel.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

SHIP funding Agreements and Amendments must be approved by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

The SHIP project will continue to be coordinated through the Neighborhood Enterprise Division jointly with the Northwest Florida Community Housing Development Corporation.

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**Attachments**

Ex I-SHIP NFCHDC Amendment #1

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**AMENDMENT #1**  
**Escambia County SHIP Program**  
**Substantial Rehabilitation/Reconstruction Project Agreement**  
**Disaster Recovery Housing Program**

**THIS AMENDMENT** is made and entered into by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("County"), and **NORTHWEST FLORIDA COMMUNITY HOUSING DEVELOPMENT CORPORATION**, a not for profit corporation organized under the laws of the State of Florida ("Agency"), FID #47-1093103.

**WITNESSETH:**

**WHEREAS**, on August 18, 2016, the parties previously entered into a Substantial Rehabilitation/Reconstruction Project Agreement ("Agreement") for the purpose of substantial rehabilitation or reconstruction of single family housing units owned and occupied by low income persons affected by the February 2016 tornado events through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program ("SHIP Program" or "the Program"); and

**WHEREAS**, housing units are currently under construction but not complete due to delays in client application approvals and other unforeseen issues; and

**WHEREAS**, the County and Agency now wish to amend the Agreement to extend the term of the Agreement and the completion date of the project as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Agency hereby agree to amend the Agreement as follows:

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

**Section 2. ARTICLE VI, Section 6** is amended to read as follows:

6. The term of this Agreement shall commence on the **18<sup>th</sup> day of August, 2016**, and ~~continue for a term of one (1) year from said date~~ expire on December 31, 2017, unless earlier terminated as provided herein, until all of the subject SHIP funds are fully expended; or in the event of immediate termination in the event SHIP funds cease to be made available to support the Project cited in this Agreement; or for failure of the Agency to perform, according to Section 6.1 hereof. All provisions stated herein shall remain in force for the full term of this Agreement.

**Section 3. ARTICLE X, Section 10** is amended to read as follows:

10. Agency and County agree to target completion of all activities under this Agreement on or before ~~July 31, 2017~~ December 31, 2017. However, the Agency shall have the option



to request additional time of up to 90 days to fully complete activities based on unexpected events or impediments or delays in funding or lack of eligible units or homeowners.

**Section 4.** All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

**Section 5.** The effective date of this Amendment shall be on the date last executed by the parties.

**Section 6.** The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

**ESCAMBIA COUNTY**, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
D.B. Underhill, Chairman

BCC Approved: July 18, 2017

**Escambia County Legal Department Approval:**

**Northwest Florida Community Housing Development Corporation, a not for profit corporation organized under the laws of the State of Florida**

By: \_\_\_\_\_  
Timothy Evans, Chairman

Attest: Pam Childers  
Clerk of the Circuit Court

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

(S E A L)

**WITNESSED:**

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: Kathal ACA  
Date: 8/24/17



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

**AI-12451**

**County Administrator's Report 11. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 07/18/2017

**Issue:** Supplemental Budget Amendment #167 - Road Prison Manhunt Field Trials

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

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #167 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #167, Escambia Restricted Fund (101), in the amount of \$6,000, to recognize reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses.

**BACKGROUND:**

The Road Prison will be receiving reimbursements for the Southeastern States Manhunt Field Trials. They expect 30 teams to participate and will pay \$200 per event. These funds must now be recognized and appropriated to cover additional operational activities associated with this event. These funds will be placed into the Escambia County Restricted Fund (101).

**BUDGETARY IMPACT:**

This amendment will increase Fund 101 by \$6,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**



N/A

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**Attachments**

SBA# 167

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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 Escambia County will receive reimbursements for the Southeastern States Manhunt Field Trials. The Road Prison expects 30 teams to participate and each team will be paying \$200 per event to join in the trials. These funds must now be recognized and appropriated to cover additional operational activities associated with the event.

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:

Escambia Restricted Fund Fund Name	101 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Road Prison Fundraisers	101	366401	6,000
<b>Total</b>			<b>\$6,000</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	101/290208	55201	6,000
<b>Total</b>			<b>\$6,000</b>

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

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

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

\_\_\_\_\_  
D. B. Underhill, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
# 167



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

AI-12469

County Administrator's Report 11. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/18/2017

Issue: Supplemental Budget Amendment #168 - Joint Project Agreement for Traffic Signal Controller Replacements

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #168 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #168, Local Option Sales Tax Fund (352), in the amount of \$140,000, to recognize proceeds from a Florida Department of Transportation Joint Project Agreement, and to appropriate these funds for the purchase of traffic signal controllers for approximately 38 different locations in Escambia/Santa Rosa Counties.

**BACKGROUND:**

On June 22, 2017, the Board approved a Joint Project Agreement (JPA) between the Florida Department of Transportation (FDOT) and Escambia County for the purchase of traffic signal controllers for approximately 38 different locations in Escambia/Santa Rosa Counties. The FDOT will reimburse Escambia County an amount not to exceed \$140,000 for direct costs of purchasing the traffic signal controllers. Installation costs for Escambia County are included in the current Traffic Signal Maintenance and Compensation Agreement funded by FDOT.

**BUDGETARY IMPACT:**

This amendment will increase Fund 352 by \$140,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#168

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

**Resolution Number  
R2017-**

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**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 entered into a Joint Project Agreement with the Florida Department of Transportation for purchasing traffic signal controllers for approximately 38 locations, and these funds must be recognized and appropriated.**

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

<u>Local Option Sales Tax III Fund</u> <b>Fund Name</b>	<u>352</u> <b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
FDOT JPA-Traffic Signal Controllers	352	new	\$140,000
<b>Total</b>			<b>\$140,000</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Improvements Other than Buildings	352/210107	56301/#17EN3988	\$140,000
<b>Total</b>			<b>\$140,000</b>

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

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

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

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

\_\_\_\_\_  
**D.B. Underhill, Chairman**

\_\_\_\_\_  
**Adopted**

\_\_\_\_\_  
**OMB Approved**

**Supplemental Budget Amendment**  
#168



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

**AI-12464** **County Administrator's Report** **11. 6.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 07/18/2017

**Issue:** Fiscal Year 2017/2018 Certification of Taxable Value

**From:** Stephan Hall, Budget Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Fiscal Year 2017/2018 Certification of Taxable Value -  
Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2017/2018 Budget:

A. Certify the millage rates for Fiscal Year 2017/2018 as follows:

County-wide Operating – 6.6165  
Law Enforcement/Sheriff's MSTU – .685  
Library MSTU – .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public, the millage rates must be certified by August 4, 2017.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2016/2017;

B. Certify the proposed millage rates at 2.91% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2017/2018;

D. Schedule a Public Hearing on the Fiscal Year 2017/2018 Budget for September 12, 2017, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2017/2018 non-ad valorem special assessment roll at 5:32 p.m., on September 12, 2017, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola Florida.

**BACKGROUND:**

Florida Statutes 200.065 requires Counties to certify to the Property Appraiser the proposed millage rate, roll back rate and the date, time and place of the first public hearing to adopt the budget. The Property Appraiser will then use this data to mail to all affected property owners in the County their estimated property taxes for the coming year and notify them of the public hearing to adopt the budget and these tax rates.

Maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2017/2018.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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

AI-12425

County Administrator's Report 11.7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/18/2017

Issue: Change Order 1 to Purchase Order 170104 to Aramark Corporation

From: Tammy Jarvis, Department Director

Organization: Corrections

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning a Change Order in Excess of \$50,000 to Aramark Corporation for Escambia County Jail Inmate Meals - Tamyra Jarvis, Corrections Department Director.

That the Board approve and authorize the County Administrator to execute the following Change Order 1, in excess of \$50,000, adding funds for Escambia County Jail inmate meals:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$101,900
Vendor:	Aramark Correctional Services, LLC
PO:	170104
CO:	1
Original Award Amount:	\$1,040,000
Cumulative Amount of Change Orders Through This CO:	\$101,900
New PO Total:	\$1,141,900

[Funding Source: Fund 001, General Fund, Cost Center 290401, Object Code 53401]

**BACKGROUND:**



In March 2017, approximately 100 Escambia County Jail inmates were removed from housing units in Santa Rosa County and brought back to the Escambia County Jail. This resulted in an increased population for which food services had to be provided. The requested change order should provide the needed funding to cover the food service for those inmates whose food service falls under the Escambia County Jail's purview.

**BUDGETARY IMPACT:**

Funding is available in the General Fund 001; Detention Cost Center 290401, Object Code 53401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

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**Attachments**

Agreement for Inmate Food Service PD13-14.065

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## AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AGREEMENT is made this 25<sup>th</sup> day of September, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is **23-2778485** and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

### WITNESSETH:

**WHEREAS**, on July 14, 2014, the County issued an Invitation to Bid (PD 13-14.065) for inmate food service for the Escambia County Jail; and

**WHEREAS**, Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of inmate food service as specified 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 on the effective date provided herein and continue for a term of three (3) years. Thereafter, the County and the Contractor may extend the contract for two additional one (1) year periods upon written mutual agreement.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Inmate Food Service for the Escambia County Jail, Specification No. P.D. 13-14.065 (the "Invitation to Bid"), attached hereto as **Exhibit "A"** as well as in accordance with the Contractor's Proposal to the Invitation to Bid, attached here to as **Exhibit "B"**. In the event of a conflict

between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated August 7, 2014, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "C"**.

5. Price Adjustments. The per meal prices stated in the Contractor's Bid Form are firm for the period beginning on the Effective Date and ending on September 30, 2015. Thereafter, for each subsequent 12-month period, Contractor may submit a written request for price adjustment(s) no less than thirty (30) days prior to the anniversary of the Effective Date by an amount to be mutually agreed upon by the parties. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Contractor. All requests for price adjustment(s) shall be reviewed by the County and, if approved, shall be accomplished by written amendment to the agreement subject to the approval of the Board of County Commissioners.

6. Additional Services. Food, beverage and other services required or desired by the Facility outside the scope of this Agreement shall be provided by Contractor upon written authorization by the County at mutually agreed upon prices for such services.

7. Purchase Orders. The County shall issue written purchase orders to the Contractor. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

8. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

9. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' written notice to the County or for convenience upon providing one hundred-eighty (180) days' written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal

injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. 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.

11. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability coverage.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

12. 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.

13. 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: Aramark Correctional Services, LLC  
Attention: Derek Harless  
1101 Market Street  
Philadelphia, PA 19107

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.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

[Remainder of the page intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency

By/Title: [Signature]  
Date: 9/9/14

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: [Signature]  
Lumon J. May, Chairman

By: [Signature]  
Deputy Clerk

(SEAL)

BCC Approved 09-25-2014



CONTRACTOR:

ARAMARK CORRECTIONAL SERVICES,  
LLC

By: [Signature]  
Mark Adams, Senior Vice President

Witness: [Signature]

Date: 9-30-14

Witness: [Signature]

EXHIBIT A



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
Escambia County Corrections



P.O. Box 17800  
Pensacola, FL 32522  
(850) 436-9170  
(850) 436-9167 Fax  
[www.myescambia.com](http://www.myescambia.com)

Escambia County Corrections: Inmate Food Service, Scope of Work (SOW)

It is the responsibility of the contractor to provide meals to inmates that are incarcerated in the Escambia County Jail. The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC)

All aspects of food service operations, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (64E-11., Florida Administrative Code).

The meals shall, at a minimum consist of the following:

- Breakfast, lunch and dinner.
- special management meals.
- Special/ modified diets
- alternate menu items as needed determined need during natural or domestic emergency situations.

Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations: i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.)

Menus - The Recommended Dietary Allowances of the National Research Council - National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.

If a nutritionist/dietitian is not employed by the detention facility, nutritional advice will be obtained from a licensed nutritionist or dietitian from outside sources such as county health services, local schools, hospitals or a professional dietary service. (at the Vendors Expense?)

Modified diets shall be prepared for inmates when ordered by a physician or designee.

Records of meals served shall be kept for one (1) year.

Special management meals meeting the minimum daily nutrition requirement as approved by a physician or other qualified medical staff member may be substituted for regular meals in the event an inmate throws or otherwise misuses food, beverage, food utensils, food trays, etc.

Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist





**EXHIBIT A**

or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (ref FMJS)

Contractor will supply sufficient food service management and labor personnel to operate food service operations for two facilities.

Inmate labor will be provided by the agency to augment the contractor's food services personnel.

Contractor agrees to supervise inmate labor in the operation of inmate food service.

All contractor employees must satisfy all requirements for back ground security checks and must have accepted finger prints from FDLE.

All contractor employees must complete an orientation and agree to comply with all employee rules and regulations set forth by the agency.

Contractor agrees to operate food service on a continuous basis (daily) throughout the duration of the contract. Contractor agrees to staff food service operations during periods and times of natural and domestic emergencies.

Compensation for the contractor will be based on a rate determined by the cost per inmate per meal.

## ESCAMBIA COUNTY CORRECTIONS; INMATE FOOD SERVICE, SCOPE OF WORK (SOW)

1. It is the responsibility of the contractor to provide meals to inmates that are incarcerated in the Escambia County Jail. The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC).

Aramark understands and will comply.

2. All aspects of food service operations, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (64E-11., Florida Administrative Code).

Aramark understands and will comply.

3. The meals shall, at a minimum consist of the following:

- Breakfast, lunch and dinner.
- Special management meals.
- Special/modified diets
- Alternate menu items as needed determined need during natural or domestic emergency situations.

Aramark understands and will comply.

4. Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations; i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.)

Aramark understands and will comply.

5. Menus—The Recommended Dietary Allowances of the National Research Council—National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.

Aramark understands and will comply.

- 
6. If a nutritionist/dietitian is not employed by the detention facility, nutritional advice will be obtained from a licensed nutritionist or dietitian from outside sources such as county health services, local schools, hospitals or a professional dietary service. (at the Vendors Expense?)

Aramark understands and will comply.

7. Modified diets shall be prepared for inmates when ordered by a physician or designee.

Aramark understands and will comply.

8. Records of meals served shall be kept for one (1) year.

Aramark understands and will comply.

9. Special management meals meeting the minimum daily nutrition requirement as approved by a physician or other qualified medical staff member may be substituted for regular meals in the event an inmate throws or otherwise misuses food, beverage, food utensils, food trays, etc.

Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (ref FMJS)

Aramark understands and will comply.

10. Contractor will supply sufficient food service management and labor personnel to operate food service operations for two facilities.

Aramark understands and will comply.

11. Inmate labor will be provided by the agency to augment the contractor's food services personnel.

Aramark understands and will comply.

12. Contractor agrees to supervise inmate labor in the operation of inmate food service.

Aramark understands and will comply.

13. All contractor employees must satisfy all requirements for background security checks and must have accepted finger prints from FDLE.

Aramark understands and will comply.

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14. All contractor employees must complete an orientation and agree to comply with all employee rules and regulations set forth by the agency.

Aramark understands and will comply.

15. Contractor agrees to operate food service on a continuous basis (daily) throughout the duration of the contract. Contractor agrees to staff food service operations during periods and times of natural and domestic emergencies.

Aramark understands and will comply.

16. Compensation for the contractor will be based on a rate determined by the cost per inmate per meal.

Aramark understands and will comply.



**BID FORM**  
**Specification Number PD 13-14.065**  
**Food Services for the Jail**

Board of County Commissioners  
 Escambia County, Florida  
 Pensacola, Florida 32502  
 Commissioners:

Date: August 7, 2014

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Food Services for the Jail as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Meal Type	Price Per Meal
Inmate Meal	\$ .779
Staff Meal	\$ .779
Outside Boxed Lunch Meal	\$ .779
Outside Boxed Dinner Meal	\$ .779
Special Modified Meal (Medical Needs)	\$ .779
Special Management Meal	\$ .779
Special Religious Meals (Kosher, etc.)	\$ .779
Supplies	\$ 0

TOTAL \$5,453

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1      Date 8/5/2014      Addendum No. 2      Date 8/5/2014

Addendum No. \_\_\_\_\_      Date \_\_\_\_\_      Addendum No. \_\_\_\_\_      Date \_\_\_\_\_

**(PLEASE TYPE INFORMATION BELOW)**

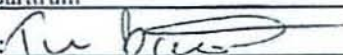
**SEAL IF BID IS BY CORPORATION**

\* Please see attached originally issued Bid Form for Aramark's Corporate Seal, if needed

State of Florida Department of State Certificate of Authority  
 Document Number M07000002243

Bidder: Aramark Correctional Services, LLC

Occupational License No. Site specific: Aramark will obtain upon award of contract.  
 Florida DBPR Contractor's License, Certification and/or  
 Registration No. H07000102696

By: Tim Barttrum  
 Signature: 

Type of Contractor's License, Certification and/or  
 Registration N/A

Title: Vice President of Business Development  
 Address: 1101 Market Street  
Philadelphia, Pennsylvania 19107

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

Person to contact concerning this bid:  
Derek Harless, Director of Business Development  
 Phone/Toll Free/Fax # Cell: (904) 703-2274 /  
/ Toll Free: (800) 777-7090 / Fax: (904) 230-3833  
 E-Mail Address: Harless-Derek@aramark.com  
 Home Page Address: www.aramarkcorrections.com

Terms of Payment  
 (Check one) Net 30 Days       2% 10th Prox \_\_\_\_\_

Will your company accept Escambia County Purchasing  
 Cards? Yes \_\_\_\_\_ No

Person to contact for emergency service:  
Reggie Campbell, District Manager  
 Phone/Cell/Pager #: Cell: (850) 322-2292

Will your company accept Escambia County Direct  
 Payment Vouchers? Yes \_\_\_\_\_ No   
 County Permits/Fees required for this project:

Person to contact for disaster service:

Addendum 2  
 13-14.065



**Continuation of Bid Form**  
**Page 2**  
**13-14.065**

<u>Permit</u>	<u>Cost</u>
<u>Aramark will provide all licenses and</u>	
<u>permits needed upon award of contract.</u>	
<u> </u>	
<u> </u>	

Reggie Campbell, District Manager  
Home Address: 5502 Colinas Verde Drive  
Milton, Florida 32570  
Home Phone/Cell/Pager #: Cell: (850) 322-2292

**Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of \$1000.**



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

AI-12437

County Administrator's Report 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/18/2017

Issue: Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida

From: Tammy Jarvis, Department Director

Organization: Corrections

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning an Agreement between Regarding the Housing of Adult Post-Adjudicatory Drug Court Participants at the Community Corrections Work Release Facility in Escambia County, Florida - Tamyra Jarvis, Corrections Department Director

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

A. Approve the Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility; and

B. Authorize the Chairman to sign the Agreement.

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

**BACKGROUND:**

The Work Release Program facility has been housing male and female offenders via Drug Court referrals since 2011. These offenders are usually housed from one to thirty plus days as determined by the Court. The Work Release Program facility supports the program through the availability of dormitory style housing for adult post-adjudicatory drug court participants. Fees are determined on a per day basis and include the room and board for each offender. It is the desire of the First Judicial Circuit Court Administration to formalize this relationship with a professional services agreement regarding the housing of adult post-adjudicatory drug court participants in the Escambia

County Work Release Program facility. It should be noted that this agreement includes new provisions requiring the County to submit a corrective action plan upon the Court's request (IV. B.) and the imposition of liquidated damages in the event the County fails to comply with the reporting requirements (IV. A.).

**BUDGETARY IMPACT:**

This is a revenue agreement benefiting Fund 114-Misdemeanor Probation, Revenue Account 349003.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This agreement has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon approval and execution by the Chairman, the Corrections Department will work with the First Judicial Circuit Court Administration to fulfill the terms of the agreement.

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**Attachments**

Professional Services Agreement for Adult Post-Adjudicatory Drug Court In Escambia County, Florida

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# **PROFESSIONAL SERVICES AGREEMENT FOR ADULT POST-ADJUDICATORY DRUG COURT IN ESCAMBIA COUNTY, FLORIDA**

This Agreement is made between First Judicial Circuit Court Administration (Circuit) and the Escambia County Board of County Commissioners (Contractor) for adult post-adjudicatory drug court in Escambia County, Florida.

## **I. Purpose**

The Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court in Escambia County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the program. The Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources.

## **II. Scope of Services**

A. Contractor, by and through its Department of Corrections, will use no more than \$18,000 of the funds provided under this Agreement to provide transitional housing to clients of the adult-post adjudicatory drug court in Escambia County, Florida. The rate of transitional housing per day is \$20, which includes: bunk in dorm style room, electricity, water, and daily meals. The amount of services shall not exceed during the term of this Agreement the total amount of \$18,000. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

B. The Circuit will reimburse the Contractor for the services provided exclusively to offenders in the Escambia County adult post-adjudicatory drug court program in the First Judicial Circuit of Florida and only for services provided during the term of this Agreement.

C. Contractor must follow state and local competitive procurement guidelines prior to entering or awarding contracts for any service provider. The Contractor shall use their own procurement procedures which reflect state and local laws and regulations.

D. Contractor will require all service providers to report the amount of participant fees or co-pays collected with the total number of participants who have paid such fees or co-pays on a quarterly or monthly basis. This information will be provided to the Circuit as requested.

E. Contractor must pay all service providers and other expenses prior to reporting those expenditures to the Circuit for reimbursement.

F. Contractor agrees to provide the Circuit with additional reports for auditing purposes as requested. Prior to submission to the Circuit, the Contractor agrees to submit the reports to the trial court administrator, or her designee, for review before submission to the Office of the State Courts Administrator, Finance and Accounting Office (OSCA).

## **G. PROGRAM SERVICES**

The Contractor will provide the following services, for the clients of the Adult Drug Court Expansion Operations, either directly or through a qualified third-party provider:

- G(1). Transitional Housing

## **III. Deliverables**

The Contractor will provide the following deliverables along with the monthly invoice to the Court's Contract Manager, Cathy White, Director of Case Management, 100 West Maxwell Street, Pensacola, Florida 32501;

- A. Monthly Activity Report - a report of all services delivered the preceding month. This report is due by the 15th of each month for the preceding month. The report must include:

- A(1). A record of type of service or expense claimed, to include an invoice with the number of units, cost per unit, total cost, and number of clients served.

- B. Monthly Expenditure Report - An accounting of all funds expended to provide the services for the preceding month. This report is due by the 15th of each month for the preceding month. The report will include:

- B(1). Summary of third-party provider expenditures for providing services required under this contract and supporting documentation, including a copy of the original invoice and evidence the invoice was paid by the Contractor.
- B(2). Summary of other service-related direct expenditures and supporting documentation, including a copy of the original invoice and evidence the invoice was paid by the Contractor.
- B(3). Summary of supporting direct expenditures and supporting documentation, including a copy of the original invoice and evidence the invoice was paid by the Contractor.
- B(4). Summary of indirect costs being billed and a copy of the indirect cost allocation plan used to determine the indirect cost rate.

- C. Any additional status/auditing report, upon request of the Circuit.

## **IV. FINANCIAL CONSEQUENCES AND CORRECTIVE ACTION**

- A. **LIQUIDATED DAMAGES** - The Contractor will be assessed the following liquidated damages for failure to meet deadlines set by the Circuit, unless additional time is granted by the Court's Contract Manager:

- A(1). Failure to reply to a request for an interim status/auditing report by the Court within seven business days will be assessed \$25 per instance.
- A(2). Failure to provide monthly reports to the Court by their assigned due dates will be assessed \$25 for each business day the report is submitted after the due date.

## **B. CORRECTIVE ACTION**

- B(1). That should the Court identify any deficiency based on contract requirements, which the Court, in its sole discretion, deems to be of significant magnitude, the Court may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).
- B(2). That upon such notification, the Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Court requiring submission of a CAP. The CAP shall be sent to the Court's Contract Manager for review/approval determination.
- B(3). That the Court shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Court shall provide a written statement identifying in reasonable detail why the Office of the State Courts Administrator (OSCA) believes the CAP will not result in correction of the cited deficiency. The Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
- B(4). That upon acceptance of the CAP, the Contractor shall have, at the discretion of the Court, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Court does not guarantee the implementation will result in elimination of future deficiencies.
- B(5). That the CAP will remain in effect until all deficiencies are corrected or other corrective action is taken by the Court. Updates on the status of the plan will be required as determined by the Court's Contract Manager.
- B(6). That the Contractor's failure to respond to a request for a CAP or failure to meet the CAP may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Court reserves the right to exercise remedies as permitted by law.

## **V. Compensation**

- A. The Circuit will provide the Contractor with funds not to exceed \$18,000 as reimbursement for the services provided for the adult post-adjudicatory drug court program, to-wit: transitional housing, pursuant to Exhibit A of this Agreement.
- B. All services funded under this Agreement must be specifically for offenders in the adult post-adjudicatory drug court program in Escambia County, Florida.
- C. Only those expenditures included in Exhibit A of this Agreement will be reimbursed. The Contractor shall not receive payments from the Circuit for services rendered prior to July 1, 2017, or after June 30, 2018.
- D. Costs incurred under this Agreement must not be allocated or included as a cost to any other financed program. Costs incurred under this Agreement must be necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out the Contractor's existing responsibilities. Costs must be authorized by state or local laws and regulations that are in effect at the time the funds are awarded and must be treated consistently with policies, regulations, and procedures that apply uniformly to other Contractor activities.

E. Any payment due under the terms of this Agreement may be withheld until the Contractor complies with the requirements of this Agreement, including submittal of all required documentation needed from the Contractor as provided in Sections III and VI of this Agreement.

F. Changes to Exhibit A may be approved by the Circuit contract manager without requiring an amendment to this Agreement, with the exception of approved increases to the total contract amount specified in Section II. A. of this Agreement.

## **VI. Payment**

A. Contractor must submit monthly invoices to the Circuit's trial court administrator, or her designee. The Circuit will process and initiate payment of invoice(s) submitted by the Contractor in accordance with §215.422, Florida Statutes. The Circuit's trial court administrator or designee shall review and sign each invoice prior to submission to the OSCA to certify that the costs are just, correct, reasonable, and contain no illegal item, similar to the obligation required of the trial court administrators under §939.08, Florida Statutes.

B. Contractor shall submit monthly to the Circuit by the 15th day of the following month for services provided and program expenditures paid by the Contractor for which reimbursement by the Circuit is requested. For example, an invoice for October services must be received by the Circuit by November 15<sup>th</sup>. Invoices should be submitted in detail sufficient for a proper pre- and post-audit thereof.

C. All invoices must include the following documentation to support the indicated program expenditures: client name, number of units provided, cost per unit, and total cost.

D. Payment for services pursuant to this Agreement will be made from state funds appropriated for this purpose and shall concur with the compensation or fee schedule agreed to by the parties. No additional fees will be paid.

E. Contractor will not use funds for lobbying the Florida Legislature, the judicial branch, or a state agency.

F. The Circuit's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature. If the Legislature fails to appropriate sufficient funds, fails to authorize the spending of sufficient funds for the State Courts System, or demands a spending reduction in state budgets, the Circuit will have no obligation to pay or perform under this Agreement, other than for services completed and invoiced prior to such an action by the Legislature. The Circuit's performance and obligation to pay under this Agreement are also contingent upon final spending approval from the Chief Justice of the Florida Supreme Court.

## **VII. Contract Term**

A. This Agreement shall be for a period beginning July 1, 2017, and become effective upon full execution of this Agreement.

B. This Agreement will terminate on June 30, 2018, unless terminated prior to that pursuant to the terms of the Florida State Courts System General Contract Conditions for Services, which may be found at <http://www.flcourts.org/administration-funding/contract-conditions-for-services.stml>.

C. It is the intent of the Circuit to enter into an Agreement annually with the Contractor as funds are appropriated by the Florida Legislature to provide fiscal services and ensure that transitional housing is available and provided to offenders entering the adult post-adjudicatory drug court program in Escambia County.

D. The parties to this Agreement are bound by the General Contract Conditions for Services of the Florida State Court System, which can be found at <http://www.flcourts.org/administration-funding/contract-conditions-for-services.shtml> and are incorporated herein as if fully recited in this Agreement. To the extent that any of these terms or conditions is in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

E. The parties to this Agreement are bound by applicable state, local law, codes, regulations, rules, and orders.

F. Expenditures of state funds must be in compliance with the laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Department of Financial Services' Reference Guide for State Expenditures.

G. Contractor may expend state funds under this Agreement only for allowable costs resulting from obligations incurred during the term of this Agreement.

H. Any balance of unobligated funds that have been advanced or paid to the Contractor that is not authorized to be retained for direct program costs in a subsequent period must be refunded.

I. Any funds paid in excess of the amount to which the Contractor is entitled under the terms and conditions of this agreement must be refunded.

J. In providing services and otherwise performing obligations under this Agreement, the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status or disability. Violation of this provision may be grounds for termination of this Agreement.

### **VIII. Termination**

A. The Circuit may terminate this Agreement in the event funding becomes unavailable upon written notice to the Contractor.

B. If, in the judgment and discretion of the Circuit, the Contractor fails to fulfill its obligations under this Agreement in a timely manner for any reason, or if the Contractor violates any provision of this Agreement, the Circuit may terminate the Agreement after providing written notice by certified mail at least fifteen (15) calendar days prior to termination.

C. This Agreement may be extended by executing a written amendment hereto, signed by both parties.

D. This Agreement may be terminated by either party for any reason upon providing thirty (30) days' written notice by certified mail to the non-terminating party. Any termination shall not release any party from any obligation accrued or outstanding under this Agreement prior to the

date of termination, including, but not limited to, any payment or performance obligations accruing prior to the date of termination.

#### **IX. Florida Single Audit Act Requirements**

A. Contractor, as a recipient of state funds, will comply with the Florida Single Audit Act, §215.97, Florida Statutes.

B. In the event the Contractor expends a total amount of state awards equal to or in excess of \$500,000 during the Contractor's fiscal year, the Contractor must have a state single or project-specific audit for such fiscal year in accordance with §215.97, Florida Statutes, and applicable rules of the Department of Financial Services and the Auditor General. Applicable rules of the Department of Financial Services, the Auditor General, and other information pertaining to the Florida Single Audit Act can be found at <https://apps.fldfs.com/fsaa/>.

C. If the Contractor expends less than \$500,000 in state awards during its fiscal year, an audit conducted in accordance with the provisions of §215.97, Florida Statutes, is not required. Audit costs may not be charged to state projects when the Contractor expends less than \$500,000 in state awards.

D. Unless prohibited by law, the cost of an audit required by §215.97, Florida Statutes, is an allowable charge to a state project. However, charges to state projects should be limited to those incremental costs incurred by the Contractor as a result of the audit requirements of §215.97, Florida Statutes in relation to other audit requirements. The Contractor should allocate the incremental costs to all state projects for which it expended state financial assistance.

E. The Catalog of State Financial Assistance establishes that state funds are awarded to the Contractor through the State Courts System, First Judicial Circuit. The Catalog of State Financial Assistance number for this funding is 22.021. Information from the Catalog can be found at <https://apps.fldfs.com/fsaa/searchCatalog.aspx>.

F. In determining the state awards expended in its fiscal year, the Contractor shall consider all sources of state awards, including state funds received from the State Courts System, except those state awards received by a non-state entity for federal program matching requirements shall be excluded from consideration.

G. Contractor shall ensure that the audit complies with the requirements of §215.97(8), Florida Statutes, and the State Projects Compliance Supplement. The State Projects Compliance Supplement is available from the Department of Financial Services at <https://apps.fldfs.com/fsaa/>. Compliance includes submission of a reporting package as defined by §215.97(2) (e), Florida Statutes.

H. Contractor shall submit copies of reporting packages required by §215.97, Florida Statutes, within ten (10) days of receipt of the audit findings, to each of the following:

The First Judicial Circuit at the following address:

Robin M. Wright, Trial Court Administrator  
M.C. Blanchard Judicial Building  
190 Governmental Center  
Pensacola, Florida 32501

The Auditor General at the following address:

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

#### **X. Records and Right to Audit**

A. Contractor shall retain sufficient records demonstrating compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Circuit access to such records upon request.

B. Contractor will maintain a file available for inspection by the Circuit and the OSCA containing all documentation associated with this Agreement. The Contractor shall retain and maintain, in accordance with Rule 2.420, Florida Rules of Judicial Administration, any and all documents, data, or other materials (Records) related to this Agreement for five (5) years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving the Records is started before the end of the five (5) year period, then the Contractor agrees to retain the Records until all issues arising out of the action are resolved or until the end of the five (5) year period (Retention Period), whichever is later. Following such Retention Period, the Contractor may in its/his/her sole discretion continue to retain or dispose of the Records, provided that the Contractor shall make a good faith effort to dispose of the Records in a confidential manner. All costs and reimbursements related to performance of work under this Agreement will be subject to annual audit. The Contractor will ensure all contracted providers maintain records in accordance with same. Failure to allow public access to non-exempt public records may result in immediate termination of this Agreement by the Circuit.

C. Pursuant to §215.97, Florida Statutes, the First Judicial Circuit, OSCA, Florida Supreme Court Inspector General, Auditor General, and other state officials may conduct additional audits or evaluations of state financial assistance provided to the Contractor under this Agreement.

D. The Circuit may conduct an on-site monitoring visit to determine Contractor's compliance with all requirements under this Agreement at a date/time that is convenient for both parties.

#### **XI. Confidentiality and Non-Disclosure**

A. Contractor acknowledges and agrees that certain confidential information may be obtained or created through their work with the Circuit under this Agreement.

B. Contractor agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Contractor during the course of its performance under this Agreement.

C. Contractor agrees that all treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C., §290dd-2, (HIPPA) and Chapter 397, Florida Statutes (Marchman Act).

**XII. Work Product and Property**

The Circuit may reproduce, without further compensation to the Contractor, any written materials generated as a result of the work performed under this Agreement by the Contractor.

**XIII. Notices**

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given 1) on the date served personally on the party to whom notice is to be given, or 2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. Notice shall be provided to:

**Contractor Technical:**

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

**Contractor Contractual:**

D.B. Underhill, Chairman  
Escambia County  
Board of County Commissioners  
221 Palafox Place, Suite 400  
Pensacola, Florida 32502  
Phone: (850) 595-4950  
Fax(850) 595-4908

**First Judicial Circuit Technical:**

Catherine A. White  
Drug Court Manager  
Court Administration  
100 West Maxwell Street  
Pensacola, Florida 32501  
Phone: (850) 595-3055  
Fax: (850) 595-3059

**First Judicial Circuit Contractual:**

Robin M. Wright  
Trial Court Administrator  
M.C. Blanchard Judicial Building  
190 Governmental Center  
Pensacola, Florida 32502  
Phone: (850) 595-4400  
Fax: (850) 595-0360

**XIV. Staff Training Costs**

The Circuit is not responsible for any training costs incurred by the Contractor in the performance of this Agreement above and beyond the funding provided for in this Agreement. This does not apply to instances where the Circuit may authorize attendance at specific state or national training events which may be paid for by the Circuit.

**XV. Liability**

A. Contractor shall assist the Circuit in the investigation of injury or damages either for or against the Circuit or the OSCA pertaining to the Circuit's respective areas of responsibility or



activities under this Agreement and shall contact the Circuit regarding the legal actions deemed appropriate to remedy such damage or claims.

B. Contractor, as a political subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Circuit and agrees to be fully liable for any damages proximately caused by said acts or omissions as permitted by Florida law.

C. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party to this Agreement and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

D. Contractor, its respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the Circuit.

#### **XVI. Insurance**

A. Contractor shall be insured or self-insured for all liability claims and related expenses pursuant to the provisions of §768.28, Florida Statutes. The Circuit's interests, as they may appear, will be protected under the provisions of §768.28, Florida Statutes.

B. Contractor shall require proof that all service providers have adequate insurance to protect the Circuit, OSCA, the State of Florida, and Sub-recipient from any claims arising under §768.28, Florida Statutes.

#### **XVII. Records**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

#### **XVIII. Governing Law**

The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply.

#### **XIX. Default**

A. Waiver or breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. The delay or failure by the Circuit to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Circuit's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**XX. Attachments and Exhibits to be Included as Part of this Agreement**

Exhibit A – Budget for Transitional Housing

**XXI. Amendments**

This Agreement and all attachments and exhibits herein attached and incorporated by reference may be amended only by written agreement signed by all parties. The Agreement contains all the terms and conditions agreed upon by the parties. The Agreement may only be modified or amended upon mutual written agreement of the Circuit and the Contractor.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES INTEND TO BE BOUND AND MUTUALLY AGREE TO THE TERMS OF THIS AGREEMENT.**

FIRST JUDICIAL CIRCUIT OF FLORIDA

Robin M. Wright                      6/26/17  
Robin M. Wright                      Date  
Trial Court Administrator  
First Judicial Circuit of Florida

Trial Court Administrator's Office  
First Judicial Circuit of Florida  
APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY  
Attorney: RW  
Date: 6/26/17  
Phone: (850) 595-4405

Anita Cantrell  
Witness  
[Signature]  
Witness

CONTRACTOR  
ESCAMBIA COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
D. B. Underhill                      Date  
Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court  
  
By: \_\_\_\_\_  
Deputy Clerk

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

(Seal)

Approved as to form and legal  
sufficiency.  
By/Title: [Signature]  
Date: 6/29/17

## **Exhibit A – Budget for Transitional Housing**

**Transitional Housing - \$18,000:**

Transitional Housing – 900 days @ \$20 per day not to exceed a total of \$18,000.



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

**AI-12443**

**County Administrator's Report 11. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 07/18/2017

**Issue:** Exercising The First of Two Possible One Year Extensions Related to PD13-14.046

**From:** Tammy Jarvis, Department Director

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Utilization of the First of Two Possible One-Year Extensions Provided for the Multiple Award Agreement for Corrections Department Laundry and Cleaning Supplies, PD 13-14.046 - Tamyra Jarvis, Corrections Department Director

That the Board approve the utilization of the first of two possible one-year extensions provided for under Section 2 of the following Agreements covered by PD 13-14.046:

A. Agreement for Laundry and Cleaning Supplies PD 13-14.046 between Bob Barker Company, Inc., and Escambia County, Florida; and

B. Agreement for Laundry and Cleaning Supplies PD 13-14.046 between Charles Neely Corporation-PR Chemical & Paper Supply and Escambia County, Florida.

[Funding: Fund 001, General Fund, Cost Center 290401]

**BACKGROUND:**

On April 7, 2014, the County issued an Invitation to Bidders (PD13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as needed basis. On June 3, 2014 the County entered into agreements with Bob Barker Company and Charles Neely Corporation-PR Chemical & Paper Supply as a result of this multi-award agreement. Section 2 of the respective agreements outlines the term of the agreement. The term is listed as three years with two possible one year extensions if mutually agreed upon by both parties. It is the request of the Corrections Department that we utilize one of the two additional one year terms for the period of June 4, 2017 to June 3, 2018. The vendors have not requested any price adjustments during the initial term of the agreement nor have they requested adjustments for the proposed one year extension.

**BUDGETARY IMPACT:**

Funding: Fund 001, General Fund, Cost Center 290401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed the initial agreement. The utilization of the extension as provided for in section 2 of the agreements does not require an amendment to the agreements.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise the option to utilize extensions beyond the initial term of the agreement.

**IMPLEMENTATION/COORDINATION:**

Upon approval, the Corrections Department will work with the vendors to obtain those items covered by the specified agreements.

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**Attachments**

Bob Barker Company, PD13-14.046

Charles Neely Corp-PR Chemical & Paper Supply, PD13-14.046

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**AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES**  
**PD 13-14.046**

**THIS AGREEMENT** is made this 3<sup>rd</sup> day of June, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Bob Barker Company, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 56-1558062 and whose principal address is 134 North Main Street, Fuquay-Varina, NC 27526.

**WITNESSETH:**

**WHEREAS**, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis; and

**WHEREAS**, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, 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. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 16, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct

in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. 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.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. 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.

12. **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: Bob Barker Company, Inc.  
Attention: Tina Morgan  
134 North Main Street  
Fuqua-Varina, NC 27526

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.

13 **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.

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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. **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.

16. **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.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk



ATTEST:

By: [Signature]  
Corporate Secretary  
(SEAL)

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
Lumon J. May, Chairman

Date: 6/12/2014

BCC Approved: June 3, 2014

CONTRACTOR:  
BOB BARKER COMPANY, INC.

By: [Signature]  
Title: President

Date: June 9, 2014

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION PD 13-14.046

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA  
OCCUPATIONAL LICENSE

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A NO BID**

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY. DO NOT RETURN WITH YOUR BID**





**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT**

**SPECIFICATION NUMBER PD 13-14.046**

**BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Lumon May, Chairman  
Steven L. Barry, Vice Chairman  
Wilson B. Robertson  
Grover Robinson, IV  
Gene M. Valentino**

**From:**

**Claudia Simmons, CPPO  
Purchasing Manager**

**Procurement Assistance  
Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing  
Matt Langley Bell, III Building  
213 Palafox Place, 2<sup>nd</sup> Floor,  
Pensacola, FL 32502  
Tel: (850) 595-4944  
Fax: (850) 595-4805**

**Technical Assistance  
Whitney C. Lucas  
Escambia County Corrections Accountant  
Community Corrections Bureau  
2251 N. Palafox St  
Pensacola, FL 32501  
Tel: (850) 595-3114  
Fax: (850) 595-3510**

**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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**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.**

## **SCOPE OF WORK SUMMARY**

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Departments with quality Laundry and Cleaning Supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors. Each vendor will also include a **percentage discount** in their bid submission on any item listed in their catalog but not shown in this solicitation. It is incumbent upon the vendor to provide updated catalogs and pricing information to the County as new ones are published. The successful vendors shall be reasonable to furnish Laundry and Cleaning Supplies within the time frame prescribed in this solicitation for use by Escambia County Departments, allowing for the capability of the County JAIL to utilize a stockless warehouse methodology.

**Central Stores/Stockroom:** The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for Laundry and Cleaning Supplies. The Department maintains an inventory of only those supplies necessary to meet its immediate needs.

**Volume:** Estimated total dollar volume for this contract is \$100,000.00 per year. Quantities shown herein are estimated requirements for (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

**Brand Name or Equal:** Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic and performance of products that will be satisfactory.

# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

## SOLICITATION, OFFER AND AWARD FORM

### SUBMIT OFFERS TO:

Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL. 32591-1591  
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA  
Invitation to Bid

Laundry and Cleaning Supplies  
and Inmate Goods Contract

SOLICITATION NUMBER:  
PD 13-14.046

### SOLICITATION

MAILING DATE: Monday, April 7, 2014

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014 and may not be withdrawn within 90 days after such date and time.

### POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:  
56-1558062

TERMS OF PAYMENT:  
Net 30

DELIVERY DATE WILL BE 5-30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Bob Barker Company, Inc.

REASON FOR NO OFFER:  
N/A

ADDRESS: 134 N Main St

CITY, ST. & ZIP: Fuquay-Varina, NC 27526

PHONE NO.: (919) 552-3431

TOLL FREE NO.: (800) 334-9880

FAX NO.: (800) 322-7537

BID BOND ATTACHED \$ N/A

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 claims of action in any now or hereafter require under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Tina Morgan, Contract Sales Manager  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\* Tina Morgan 4/16/14  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

\*\* Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

### AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By

Signature of Person Authorized to Sign

Date

ATTEST:

Corporate Secretary

Date

(CORPORATE SEAL)

ATTEST

Witness

Date

ATTEST

Witness

Date

#### ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By

County Administrator

Date

WITNESS

Date

WITNESS

Date

Awarded Date

Effective Date



**BID FORM**  
**Specification Number PD 13-14.046**  
**LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 4/16/14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Laundry and Cleaning Supplies, and Inmate Goods Contract 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:

Item Description	Unit	Unit Cost Bid Amount
Baby Shampoo (4 Gal/Case)	Case	\$ 19.17
small-xlarge Mens Orange BoxersBoxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$ 17.00
small-xlarge Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	\$ 162.00 (27.00/dz)
2XL Mens Orange Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$ 19.50
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton(6dz/Case)	Case	\$ 186.00 (31.00/dz)
Orange Tube Socks One Size Fits All	DZ	\$ 6.36
White Sheets poly/cotton blend 66"X104"	DZ	\$ 35.76
EVA Khaki Clogs (12 pair/Case)	Case	\$ 40.00
Thumb Toothbrush w. white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case	\$ 7.20
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case	\$ 35.00
Toothpaste .85 oz Nautremint (144 pieces/Case)	Case	\$ 17.28
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair	\$ 1.59
Pillowcase, cotton white 42X34	DZ	\$ 8.64
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities. The razor cannot be removed without destroying it. (500 pieces/case)	Case	\$ 102.00
Towel, White Bath 100% cotton terry towel 24"X48"	DZ	\$ 18.24
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at mah stress points , moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant. Outsole is stitched and cemented to upper for double-reinforcement. Seven pair of rust-resistant eyelets insure secure closure.	Pair	\$ 19.01
Mattress, Polyester 25X75X4 bagged	Each	\$ 28.35
Boardwalk Brand toilet paper 2ply (1000/Case)	Case	\$ No Bid
Towels, Brown Multifold (4008/Case)	Case	\$ No Bid
Dimension Fast Drying Floor Finish (5 Gal/Unit)	Unit	\$ No Bid
Formula 900 Soap Scum remover	Gal	\$ No Bid
Q128 Neutral Disinfectant	Gal	\$ No Bid
Bucket Mp, Downpress w. wringer	Each	\$ 51.95

Item Description	Unit	Unit Cost Bid Amount
Lemon Pledge (6- 17.7oz cans/Case)	Case	\$ No Bid
16 oz Bottle w. trigger spray	Each	\$ No Bid
32 oz bottle w. trigger spray *sold 3 bottles per case only	Each	\$1.82 ea (\$5.46/cs)
Mp head, winger loop, x-large	Each	\$ No Bid
Angle broom w. aluminum handle	Each	\$ No Bid
Wall and ceiling brush	Each	\$ No Bid
Handles for ceiling brush	Each	\$ No Bid
Booet Pad-20" Maroon Prep (10/Case)	Case	\$ No Bid
First Class Furniture Polish 16oz Can	Each	\$ No Bid
Gojo Derma Pro Lotion Soap (12-800ML/Case)	Case	\$ No Bid
Heavy Duty Paper Bags (200 bags/Case)	Case	\$ No Bid
Chlorine Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case	\$ No Bid
Glove, Nitrile PF Blue 8 MIL, sizes small-2XL (10 boxes/case)	Case	\$ 100.45
Spartan Clothesline Fresh Laundry Detergent #3 (15 Gal/Case)	Case	\$ No Bid
Spartan Clothesline Fresh 16 Liquid Alkali (15 Gal/Case)	Case	\$ No Bid
Spartan Clothesline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case	\$ No Bid
24" Dust Mop Head *sold by dozen only	Each	\$9.30 ea (\$111.60/dz)
100% Cotton Terry Washcloths 12X12	DZ	\$1.90
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair	\$ 19.56
Centerpull Paper Towels 8" x 13", 400' per roll, 369 sheet per roll (6rolls/Case)	Case	\$ No Bid
<b>Total Cost</b>		<b>\$ 908.08</b>

**CONTRACTOR REQUIREMENTS**

Offering 3% off catalog discount for items not listed in bid.  
Discount will be off current catalog at time of order.

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. None      Date \_\_\_\_\_      Addendum No. \_\_\_\_\_      Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_      Date \_\_\_\_\_      Addendum No. \_\_\_\_\_      Date \_\_\_\_\_

**(PLEASE TYPE INFORMATION BELOW)**  
**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority Document Number F97000001514 \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Terms of Payment (Check one)

Net 30 Days       2% 10th Prox  
 Other \_\_\_\_\_

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
None	_____
_____	_____
_____	_____



**Bidder:** Bob Barker Compan, Inc.  
**By:** Tina Morgan  
**Signature:** \_\_\_\_\_  
**Title:** Contract Sales Manager  
**Address:** 134 N Main St  
Fuquay-Varina NC 27526

**Person to contact concerning this bid:**  
Tina Morgan  
**Phone #** 919-346-2132  
**Toll Free #** 800-334-9880  
**Fax #** 800-322-7537  
**E-Mail Address:** tinamorgan@bobbarker.com  
**Home Page Address:** www.bobbarker.com

**Person to contact for emergency service:**  
Dale Griffith  
**Phone #:** 888-708-5013  
**Cell #:** 919-389-1947  
**Pager #:** \_\_\_\_\_

**Person to contact for disaster service:**  
same  
**Home Address:** \_\_\_\_\_  
**Home Phone #:** \_\_\_\_\_  
**Cell #:** \_\_\_\_\_  
**Pager #:** \_\_\_\_\_

**Names and addresses of proposed Subcontractors to be utilized for work on this project:**

1. N/A
- 2.
- 3.
- 4.

6/13/2014 CAR II-18(A)

**AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES  
PD 13-14.046**

**THIS AGREEMENT** is made this 3<sup>rd</sup> day of June, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Charles Neely Corporation-PR Chemical & Paper Supply (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3374698 and whose principal address is 3435 North Dr. Martin Luther King Jr. Drive, Pensacola, FL, 32503.

**WITNESSETH:**

**WHEREAS**, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis; and

**WHEREAS**, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of purchasing such supplies as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, attached hereto as Exhibit "A". In

Date: 6/13/2014 Verified By: J. Carver

the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 15, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct

in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. 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.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. 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.

12. 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: PR Chemical & Paper Supply  
Attention: Shawn Snyder  
3435 North MLK Jr. Drive  
Pensacola, Florida 32503

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 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.

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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

15. 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.

16. 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.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

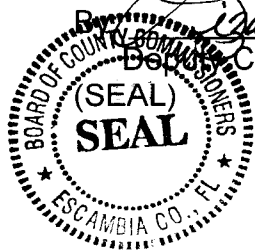
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: John ACA  
Date: 6/5/14

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: [Signature]  
Clerk



ATTEST:

By: David R. Clay  
Corporate Secretary



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

By: [Signature]  
Lumon J. May, Chairman

Date: 6/12/2014

BCC Approved: June 3, 2014

**CONTRACTOR:**  
**P.R. CHEMICAL & PAPER- CHARLES**  
**NEELY CORPORATION**

By: [Signature]

Title: President

Date: 6-9-14

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION PD 13-14.046

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA  
OCCUPATIONAL LICENSE

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

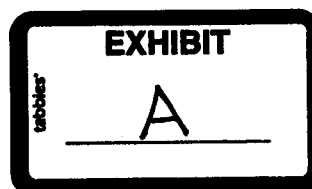
**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A NO BID**

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY. DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT**

**SPECIFICATION NUMBER PD 13-14.046**

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Lumon May, Chairman  
Steven L. Barry, Vice Chairman  
Wilson B. Robertson  
Grover Robinson, IV  
Gene M. Valentino**

**From:  
Claudia Simmons, CPPO  
Purchasing Manager**

**Procurement Assistance**

**Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing  
Matt Langley Bell, III Building  
213 Palafox Place, 2<sup>nd</sup> Floor,  
Pensacola, FL 32502  
Tel: (850) 595-4944  
Fax: (850) 595-4805**

**Technical Assistance**

**Whitney C. Lucas  
Escambia County Corrections Accountant  
Community Corrections Bureau  
2251 N. Palafox St  
Pensacola, FL 32501  
Tel: (850) 595-3114  
Fax: (850) 595-3510**

**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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**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.**



### SCOPE OF WORK SUMMARY

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Departments with quality Laundry and Cleaning Supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors. Each vendor will also include a **percentage discount** in their bid submission on any item listed in their catalog but not shown in this solicitation. It is incumbent upon the vendor to provide updated catalogs and pricing information to the County as new ones are published. The successful vendors shall be reasonable to furnish Laundry and Cleaning Supplies within the time frame prescribed in this solicitation for use by Escambia County Departments, allowing for the capability of the County JAIL to utilize a stockless warehouse methodology.

**Central Stores/Stockroom:** The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for Laundry and Cleaning Supplies. The Department maintains an inventory of only those supplies necessary to meet its immediate needs.

**Volume:** Estimated total dollar volume for this contract is \$100,000.00 per year. Quantities shown herein are estimated requirements for (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

**Brand Name or Equal:** Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic and performance of products that will be satisfactory.

**SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

**SOLICITATION, OFFER AND AWARD FORM**

**SUBMIT OFFERS TO:**

Lester L. Boyd  
Purchasing Specialist  
Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL. 32591-1591  
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA  
Invitation to Bid

Laundry and Cleaning Supplies  
and Inmate Goods Contract

SOLICITATION NUMBER:  
PD 13-14.046

**SOLICITATION**

MAILING DATE: Monday, April 7, 2014

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3374698

TERMS OF PAYMENT:

Net 20

DELIVERY DATE WILL BE 1 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: PR Chemical + Paper

REASON FOR NO OFFER:

ADDRESS: 3435 N. DR. MLK JR DR

CITY, ST. & ZIP: Pensacola, FL 32503

PHONE NO.: (850) 432-0432

BID BOND ATTACHED \$ \_\_\_\_\_

TOLL FREE NO.: 800 239-4777

FAX NO.: (850) 434-1931

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in all respects fair and in best reliance on fact. 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 assets of nature it may own or hereafter acquire under the Act-of-grant laws of the United States and the State of Florida for price being relating to the particular commodities or services purchased or required by Escambia County Florida. As the County's dominion such assignment shall be made and become effective at the time the County makes final payment to the offeror.

Shawn Swyden  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Shawn Swyden  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\* Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

**CONTRACTOR**

Name and Title of Signer (Type or Print)

**ESCAMBIA COUNTY FLORIDA**

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  
(CORPORATE SEAL)

WITNESS \_\_\_\_\_  
Date

ATTEST \_\_\_\_\_  
Witness Date

Awarded Date \_\_\_\_\_

ATTEST \_\_\_\_\_  
Witness Date

Effective Date \_\_\_\_\_



**BID FORM**  
**Specification Number PD 13-14.046**  
**LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: 4-15-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Laundry and Cleaning Supplies, and Inmate Goods Contract 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:

Item Description	Unit	Unit Cost Bid Amount
Baby Shampoo (4 Gal/Case)	Case	\$
small-xlarge Mens Orange BoxersBoxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$
small-xlarge Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	\$
2XL Mens Orange Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	\$
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton(6dz/Case)	Case	\$
Orange Tube Socks One Size Fits All	DZ	\$
White Sheets poly/cotton blend 66"X104"	DZ	\$
EVA Khaki Clogs (12 pair/Case)	Case	\$
Thumb Toothbrush w. white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case	\$
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case	\$ 28.30
Toothpaste .85 oz Nautremint (144 pieces/Case)	Case	\$
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair	\$
Pillowcase, cotton white 42X34	DZ	\$
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities. The razor cannot be removed without destroying it. (500 pieces/case)	Case	\$
Towel, White Bath 100% cotton terry towel 24"X48"	DZ	\$
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at main stress points , moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant. Outsole is stitched and cemented to upper for double-reinforcement. Seven pair of rust-resistant eyelets insure secure closure.	Pair	\$
Mattress, Polyester 25X75X4 bagged	Each	\$
Boardwalk Brand toilet paper 2ply (1000/Case)	Case	\$ 27.95
Towels, Brown Multifold (4008/Case)	Case	\$ 13.99
Dimension Fast Drying Floor Finish (5 Gal/Unit)	Unit	\$ 65.21
Formula 900 Soap Scum remover	Gal	\$ 10.90
Q128 Neutral Disinfectant	Gal	\$ 15.50
Bucket Mp, Downpress w. wringer	Each	\$ 108.00

with sidepress  
with ringer

\$46.14

Item Description	Unit	Unit Cost Bid Amount
Lemon Pledge (6- 17.7oz cans/Case)	Case	\$ 35.50
16 oz Bottle w. trigger spray	Each	\$ .95
32 oz bottle w. trigger spray	Each	\$ .98
Mp head, winger loop, x-large	Each	\$ 9.98
Angle broom w. aluminum handle	Each	\$ 7.56
Wall and ceiling brush	Each	\$ 15.50
Handles for ceiling brush	Each	\$ 3.50
Boost Pad-20" Maroon Prep (10/Case)	Case	\$ 48.00
First Class Furniture Polish 16oz Can <i>SSS Creamy Lemon Polish</i>	Each	\$ 37.104
Gojo Derma Pro Lotion Soap (12-800ML/Case)	Case	\$ 38.50
Heavy Duty Paper Bags (200 bags/Case)	Case	\$ 17.73
Chlorine Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case	\$ 80.94
Glove, Nitrile PF Blue 8 MIL sizes small-2XL (10 boxes/case)	Case	\$ 66.50
Spartan Clothesline Fresh Laundry Detergent #3 (15 Gal/Case)	Case	\$ 225.00
Spartan Clothesline Fresh 16 Liquid Alkali (15 Gal/Case)	Case	\$ 155.00
Spartan Clothesline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case	\$ 169.00
24" Dust Mop Head <i>Washable</i>	Each	\$ 7.32
100% Cotton Terry Washcloths 12X12	DZ	\$
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair	\$
Centerpull Paper Towels 8" x 13", 400' per roll, 369 sheet per roll (6rolls/Case) <i>600' per roll</i>	Case	\$ 19.86
Total Cost		\$

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**(PLEASE TYPE INFORMATION BELOW)**  
**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority Document Number

*PA160000737915*

Occupational License No. *136940*

Will your company accept Escambia County Direct Payment Vouchers?  
 Yes  No

County Permits/Fees required for this project:

Terms of Payment (Check one)

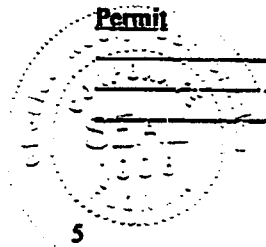
Net 30 Days  2% 10th Prox \_\_\_\_\_

Other *Net 20*

Permit \_\_\_\_\_ Cost \_\_\_\_\_

Will your company accept Escambia County Purchasing Cards?

Yes  No



Bidder: PR Chemical + Paper Supply  
By: Shawn Snyder  
Signature: \_\_\_\_\_  
Title: Pres.  
Address: PO Box 2189  
Pensacola, FL 32513

Person to contact concerning this bid:  
Shawn Snyder  
Phone # 850-432-0432  
Toll Free # 800-239-4777  
Fax # 850-434-1931  
E-Mail Address: president@pr-supply.com  
Home Page Address: \_\_\_\_\_

Person to contact for emergency service:  
Shawn Snyder  
Phone #: 850-432-0432  
Cell #: 850-572-6311  
Pager #: \_\_\_\_\_

Person to contact for disaster service:  
Shawn Snyder  
Home Address: 2124 Copley Dr  
Pensacola, FL 32503  
Home Phone #: 850-439-3600  
Cell #: 850-572-6311  
Pager #: \_\_\_\_\_

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.



the property owners at 750 Cooley Road.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352, LOST III, Account Code 210107/56101, Project #17EN3925.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Drainage Easement was approved as to form and legal sufficiency by the County Attorney's office.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

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**Attachments**

Drainage Easement

Aerial Map - Cooley Road

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Tammy Nall  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, FL 32505

Cooley Road Drainage Project

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 15<sup>th</sup> day of June, 2017, by and between Christopher A. Shiver and Amanda D. Shiver, husband and wife, whose mailing address is 750 Cooley Road, Cantonment, Florida 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 3, Township 1 North, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.



In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness [Signature]  
Print Name SHARON E. JOHNSON

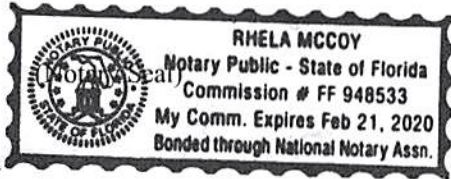
Witness [Signature]  
Print Name Rhela McCoy

GRANTOR:

By: [Signature]  
Christopher A. Shiver

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017, by Christopher A. Shiver. He  is personally known to me, or  produced current FL DL#: 5160.101.88.444.0 as identification.



[Signature]  
Signature of Notary Public  
Rhela McCoy  
Printed Name of Notary Public

Witness [Signature]  
Print Name SIMON E. JOHNSON

Witness [Signature]  
Print Name Rhela McCoy

GRANTOR:  
By: [Signature]  
Amanda D. Shiver

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017, by Amanda D. Shiver. She  is personally known to me, or  produced current FL DL # S160.004 87.543 as identification.



[Signature]  
Signature of Notary Public

Rhela McCoy  
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017,

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers  
Clerk of the Court

\_\_\_\_\_  
D. B. Underhill, Chairman

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

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: Asst. County Attorney  
Date: June 28, 2017

# LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

**Legal Description**

Prepared at the request of the Escambia County Engineering Department  
April 18, 2017

A non exclusive easement for drainage purposes over, under and across a portion of land lying in Section 3, Township 1 North, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida.

Said easement being a portion of the parcel of land described and recorded in O.R. Book 7426, Page 1075 in the public records of Escambia County, Florida, and being more particularly described as follows:

Commence at a found 5/8" iron rod (ID # 7277) marking the Southeast corner of said parcel of land described and recorded in O.R. Book 7426, Page 1075 in the public records of Escambia County, Florida; thence N87°13'31"W (Grid Basis of Bearings - Florida North, NAD83 (2011)) coincident with the North Right of Way line of Cooley Road (66' Right of Way) for a distance of 132.64 feet to the Point of Beginning of the easement described hereon; thence continue N87°13'31"W coincident with said North Right of Way for a distance of 87.26 feet to a point on the centerline of the Gulf Power Company Flomaton - Pensacola 115KV Transmission Line, said point being witnessed by a found nail and disk stamped GPC 5193 RLS which bears S07°06'07"E at a distance of 39.31 feet from said point; thence N07°06'07"W coincident with said centerline of the Gulf Power Company Flomaton - Pensacola 115KV Transmission Line for a distance of 209.58 feet; thence S28°03'02"E for a distance of 240.44 feet to the Point of Beginning.

Said easement contains 0.21 acre, more or less.

Certified to: Escambia County, Florida Board of County Commissioners

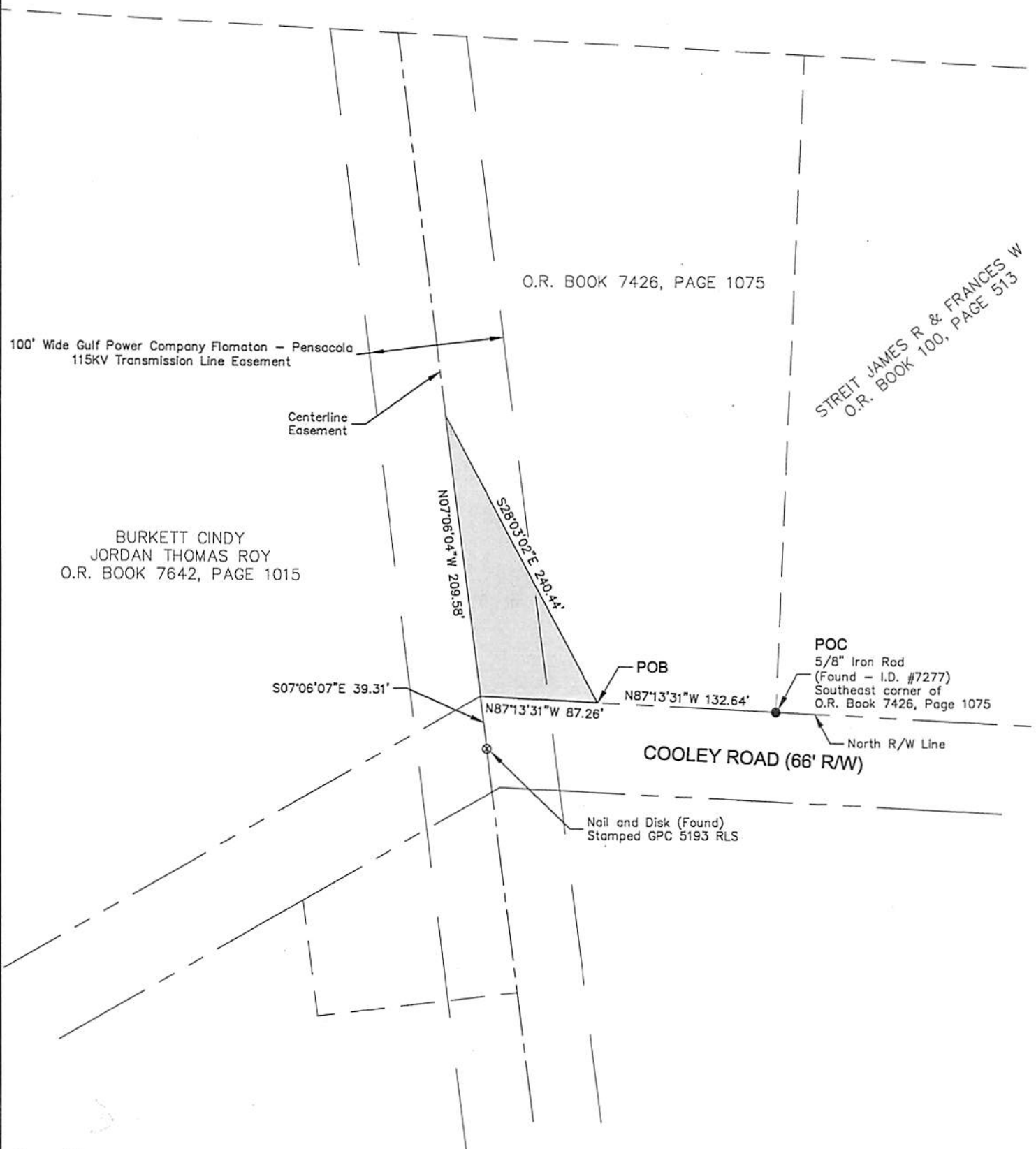
**Surveyor's Notes:**

- 1) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field (boundary) survey. An accurate field (boundary) survey of the parcel described hereon may result in variations in bearings and distances.
- 2) Measurements were made in accordance with the United States Standard Foot (US Survey Foot definition).
- 3) Basis of Bearings Reference: Grid north and the grid bearings shown hereon are based on the following:
  - a. Projection Zone: Florida North (State Plane)
  - b. Projection Type: Lambert Conformal Conic
  - c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 2011)).
    - i. The State Plane Coordinates for the Point of Commencement are:
      1. Northing = 604,834.63'
      2. Easting = 1,077,691.16'
    - ii. The State Plane Coordinates for the witness nail and disk (GPC 5193 RLS) are:
      1. Northing = 604,806.27'
      2. Easting = 1,077,476.38'
- 4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch and description shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 6) This sketch and description does not reflect, determine, or guarantee ownership.
- 7) Internal improvements were not located, if any.
- 8) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
- 9) No attempt was made to locate written or unwritten easements or right of ways.
- 10) Additions or deletions to the sketch and description by other than the signing party or parties is prohibited without written consent of the signing parties.
- 11) The sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 12) The sketch and description are not full and complete without the other.
- 13) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 14) Documents used in the preparation of this sketch and description: Deeds of record; Gulf Power Company document AX-16402A Sheet 48 of 71; Gulf Power Company document AX-16402 Sheets 12 and 13 of 18; Escambia County Property Appraiser Maps; Escambia County Engineering Cooley Road Drainage Project Topographic Survey (Project No. 20160103); and existing field monumentation.
- 15) The official record of this sketch and description is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

**LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY**  
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20170046	<b>ENGINEERING DEPARTMENT</b>		
Survey Date:	Drawing No. L-5096	ESCAMBIA COUNTY, FLORIDA		
Drawing Date: 4/20/2017	Field Book: Page:	3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505		
Section, Township, Range: 3, T-1-N, R-31-W				
Type of Survey: Description & Sketch	Sheet No. 1 of 2	 Date: 4/21/2017		
Revisions:	Date:	Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.		

# LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"



**Surveyor Notes:**

- 1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 2) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 3) The description and sketch are not full and complete without the other.
- 4) The official record of this description & sketch is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

**LEGEND:**

- O.R. BOOK - OFFICIAL RECORD BOOK
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- RW - RIGHT-OF-WAY
- I.D. # - IDENTIFICATION NUMBER
- R/W LINE
- EASEMENT LINE
- PROPERTY LINE
- SUBJECT EASEMENT



**LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY**  
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20170046
Survey Date:	Drawing No. L-5096
Drawing Date: 4/20/2016	Field Book: Page:
Section, Township, Range: 3, T-1-N, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 2 of 2
Revisions:	Date:

**ENGINEERING DEPARTMENT**  
 ESCAMBIA COUNTY, FLORIDA  
 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.





# 750 Cooley Road



ESCAMBIA COUNTY  
ENGINEERING DIVISION

KPJ 6/13/17    DISTRICT 5



**Shiver Property**  
**03-1N31-1102-000-015**



**Drainage Easement Area**



**Gulf Power Easement**





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

**AI-12453** **County Administrator's Report 11. 11.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 07/18/2017

**Issue:** Change Order to Volkert, Inc. on Contract PD 02-03.79 CEI Services for Coffee Creek Bridge

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

**Organization:** Public Works

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Volkert, Inc., on Contract PD 02-03.79, Professional Services Contract - Construction, Engineering and Inspection Services for Coffee Creek Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Volkert, Inc., on Contract PD 02.03.79, Professional Services Contract - Construction, Engineering and Inspection (CEI) Services for the Coffee Creek Bridge:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	\$20,400
Vendor:	Volkert, Inc.
Project Name:	CEI Services for Coffee Creek Bridge
Contract:	PD 02-03.79 Professional Services
PO No.:	170872
CO No:	1
Original Award Amount:	\$49,700
Cumulative Amount of Change Orders through this CO:	\$20,400
New Contract Total:	\$70,100

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492/56301, Project #ESGSW05]

**BACKGROUND:**

A task order was issued to Volkert, Inc. on November 28, 2016, on Contract PD 02-03.79 Professional Services to provide Construction, Engineering and Inspection (CEI) services for the Contech Structural Plate Bridge being constructed at Jamesville Road on Coffee Creek as part of FEMA Project (Emmie #974). A Conspan Bridge is being built to replace the existing bridge damaged during the April 2014 flood event. Florida Department of Transportation (FDOT) requires CEI Services for any new bridge construction. CEI will be limited to inspection of the bridge construction only as required by FDOT.

Change Order #1, in the amount of \$20,400, is for an increase in CEI Services for this bridge. Inspection of backfill compaction within the critical backfill zone is part of the CEI inspection requirements for this bridge. The bridge Contractor encountered issues with spoils (due to landfill location of bridge) during pile driving and footer construction that were exacerbated by weather and ground water issues which resulted in utilizing more of CEI man-hours than originally estimated. These additional funds will provide the 200 hours of inspection needed for completion of the bridge construction. Inspections outside the bridge construction, will be handled by the County's inspector. All costs for this project will be submitted to FEMA for reimbursement.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 112, Disaster Recovery Fund, Cost Center 330492/56301, Project #ESGSW05.

**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 transmitted to the Office of Purchasing for processing.

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**Attachments**

Original PO with backup

Backup for Change Order 1

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**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

VENDOR  
 220584  
 VOLKERT INC  
 P O BOX 7434  
 MOBILE AL 36670

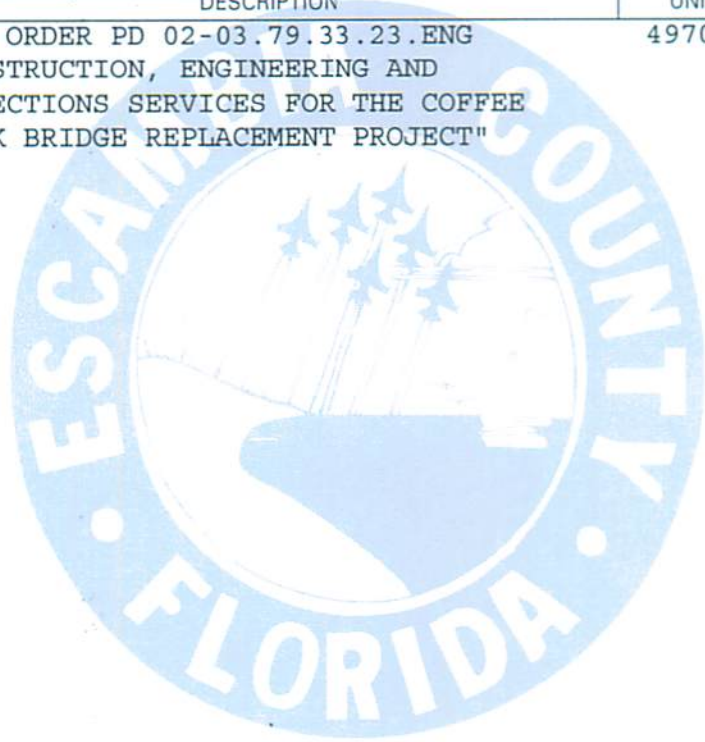
FAX: 251-968-2318

SHIP TO  
 ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 11/30/16	BUYER: EDDIE WEHMEIER	REQ. NO.: 17000950	REQ. DATE: 11/28/16
----------------------	-----------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT DEREK FOX IF YOU
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	TASK ORDER PD 02-03.79.33.23.ENG "CONSTRUCTION, ENGINEERING AND INSPECTIONS SERVICES FOR THE COFFEE CREEK BRIDGE REPLACEMENT PROJECT"	49700.0000	49,700.00



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	49,700.00
01	330492 56301	49,700.00	ESGSW05	<b>TOTAL \$</b>	<b>49,700.00</b>

APPROVED BY

*Claudia Simon*





**TASK ORDER - PD 02-03.79.33.23.ENG**

**TO PROVIDE CONSTRUCTION, ENGINEERING AND INSPECTIONS SERVICES  
FOR  
THE COFFEE CREEK BRIDGE REPLACEMENT PROJECT**

**1.0 Authorization**

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office Of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD. 02.03.79. "Professional Services" as Defined in Florida Statue 287.005, (2) DEFINITIONS, (g) "Continuing Contract."

**2.0 Scope**

Under this Task Order, the Engineer (Volkert, Inc.) will provide Escambia County Public Work Department - Engineering Division with Construction, Engineering and Inspection (CEI) Services for limited inspection of the Contech Structural Plate Bridge to be constructed at Jamesville Road on Coffee Creek as part of FEMA Project ESGSW05 Emmie #974. A Conspan Bridge is proposed to replace the existing bridge damaged during the April 2014 flood event. FDOT requires CEI Services for any new bridge construction. CEI will be limited to inspection of the bridge construction only as required by FDOT. (See attached Scope of Services dated October 19, 2015.)

**3.0 Schedule**

The work authorized herein shall be completed within 150 calendar days from the issuance of the Notice to Proceed.

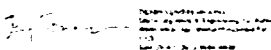
**4.0 Compensation**

This Task Order is issued for a not-to-exceed amount of \$49,700.00. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

**5.0 Progress Meetings**

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues

Issued by:

  
\_\_\_\_\_  
Escambia County, Florida

\_\_\_\_\_  
Date

Accepted by:

  
\_\_\_\_\_  
Volkert, Inc.

11/28/2016  
\_\_\_\_\_  
Date

**Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: Coffee Creek Bridge Replacement  
 Project ID: ENGFLOOD0414-55 ESGSW05 EMARIE 974  
 Location: Jamesville Rd  
 Project Manager: Derek Fox  
 Date: 11/7/2016

\_\_\_\_\_  
 Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

This RFF is for Construction Engineering Inspection Services for the limited inspection of the Cortech Structural Plate Bridge to be constructed at Jamesville Rd on the Coffee Creek as part of FEMA Project ESGSW05 Emarie # 974. A Conspan Bridge is proposed to replace the existing bridge damaged during the flood event. FDOT requires Construction Inspection Services for any new bridge construction. CEI will be limited to inspection of the bridge construction only as required by FDOT. Total funds requested for these services are \$49,700. Total time requested is 150 days. This will be submitted to FEMA for reimbursement.

Attached backup documentation 11 page (s).  
 RFF/NTP Start Date 1/18/2017 or Upon Issuance of Notice to Proceed  
 Time shall be increased/decreased by 150 calendar days.  
6/15/2017 Completion date

02-03-17 33.23 ag  
 Obligated      Required

Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD _____	Contractor _____		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD _____	Consultant <u>Volkert, Inc</u>		\$ 49,700.00
Funds for Original Work Order			
Funds for Change Order #			
Contract PD _____	Contractor _____		
Funds for Contingency	Consultant _____		
Funds for Permit Fees	Agency _____		
Funds for Land Purchases	Owner _____		
Funds for Title Work	Company _____		
Contract PD _____	Contractor _____		
Funds for _____			
<b>New Balance of CIP Project</b>		\$	\$ (49,700.00)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount
			Transfer	
County Engineer Signature _____			Transferred by _____	Transfer Date _____

Printed to Expedite  
 Date: \_\_\_\_\_

# VOLKERT

## Volkert, Inc.

6601 N. Davis Highway  
Suite 53  
Pensacola, FL 32504

Office 850.477.7485  
Fax 850.477.7517  
volkert@volkert.com

[www.volkert.com](http://www.volkert.com)

October 19, 2016

Mr. Derek M. Fox  
Senior Project Coordinator  
Public Works Department  
Escambia County Engineering Division  
3363 West Park Place  
Pensacola, FL 32505

RE: Jamesville Road Coffee Creek Bridge Replacement- Bridge Replacement Portion Only - Limited Construction, Engineering and Inspection- Scope and Fee Proposal

Dear Derek-

Volkert, Inc. is pleased to provide Limited Construction Engineering and Inspection Services for the Jamesville Road Coffee Creek Bridge Replacement- Bridge Replacement Portion Only in accordance with the Volkert Agreement with Escambia County for Professional Services. Based on the information provided to us, our fee proposal for the Limited CEI services are based on a construction period of 2.5 months for the Bridge Replacement portion of the project only. Over the 2.5 month construction period Volkert will provide a Construction Project Engineer for 15 hours per week and a Construction Inspector 2 for 40 hours per week during pile driving (assumed to be 2 weeks) and 30 hours per work during all other bridge construction services. Volkert will coordinate with Escambia County and the contractor to establish the construction schedule for the project.

#### Scope of Services:

The scope of services for this project will be performed as outlined in the included Scope of Work- Construction, Engineering and Inspection for the Jamesville Road Coffee Creek Bridge Replacement Project- Bridge Replacement Portion only.

#### Fee Proposal:

Volkert's fees for this project will be billed at an hourly rate in accordance with the Volkert Agreement with Escambia County for professional services. The estimated man hours and staff to be assigned to this project are included in attachment 2- Fee Proposal Estimate. The estimated not to exceed fee for the project is \$49,700.00.

We appreciate this opportunity and look forward to working with Escambia County on this project and on future projects. If you have any questions, please do not hesitate to contact Mike Warnke, P.E. at 850-512-8935.

Sincerely,



Shawn Justice  
Vice President  
Volkert, Inc.

#### Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana • Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee • Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



**SCOPE OF WORK FOR  
LIMITED CONSTRUCTION, ENGINEERING AND INSPECTION FOR THE  
JAMESVILLE ROAD COFFEE CREEK BRIDGE REPLACEMENT  
- BRIDGE REPLACEMENT PORTION ONLY**

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**SCOPE OF SERVICES SUMMARY**

The Scope of Work for this project is to provide limited construction, engineering, inspection and project management services for the Bridge Construction portion for the following project: Jamesville Road Coffee Creek Bridge Replacement. This document gives the Consultant the same responsibility and authority as Escambia County when administering this County construction project contracts. The administration of the Bridge Construction Portion of the project will be conducted by the Consultant in full cooperation with Escambia County. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

- 1. Erosion Control and Preconstruction Conferences:** Prepare for the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meetings with appropriate offices, agencies and divisions. The Escambia County Project Manager will schedule the meeting and provide the time/place to the inspection personnel. Escambia County Project Manager will prepare meeting minutes of meeting.
- 2. Attend Bi-Weekly Meetings during the Bridge Construction Portion of the project:** For the project, attend, and conduct a meeting every other week (or as needed) with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies. The Escambia County project manager will provide updated construction schedule to inspection personnel for the project.
- 3. Project Administration during the Bridge Construction Portion of the project:** Provide project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the Bridge Construction portion of the project. Monitor contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of

personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.

**4. Provide Construction Inspection for the Bridge Construction Portion of the Project:**

Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. All field technicians must be certified as required by the Escambia County Technical Specifications for the types of work to be performed including training certifications/records as applicable. In accordance with the project construction plans the PIDA, pile capacities, pile driving criteria and foundation design are to be established by the Contractor or Contractor provided Geotechnical Engineer.

**5. Conduct Field Surveys (if needed) for the Bridge Construction Portion of the Project:**

Verify surveying services to obtain original, final, as well as, progress estimate quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractors and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.

**6. Supplemental Agreements/Construction Changes:** Notify the Project Coordinator of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the Contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Project Coordinator.

**7. Quality Assurance, Testing for Acceptance, and Training (as applicable):** Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Escambia County Technical Specifications and Escambia County's sampling and testing schedule. The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Escambia County Technical Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant's responsibilities include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to the Escambia County's standard form of submission.

**9. Progress Payments:** The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction

Changes for the Bridge Construction Portion of the Project. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Escambia County Technical Specifications and approved by the Project Coordinator. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.

**10. Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing.

**11. Distribution of Correspondence:** Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

**12. Inspection of Work (as applicable) for the Bridge Construction Portion of the Project:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions from the contractor or Escambia County. **NOTE THAT THE COUNTY WILL SEEK FEMA REIMBURSEMENT FOR WORK PERFORMED. DOCUMENTATION OF ALL WORK IS CRUCIAL.** Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size) arriving to or leaving the project. idle equipment
- Location and work performed by each Contractor or Subcontractor
- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Any other details that may be important later in the project life to verify the work performed for FEMA reimbursement including:
  - Detailed notes of work locations and days onsite.
  - A digital video of the site/areas where work is to be performed prior to construction.

- Photo documentation of work areas before, during, and after construction.
- Backup for material hauled away from the site, including type of materials, size of the load, and final disposal site location.
- Documentation of load tickets and material purchase.
- Field Measurements to verify quantities of work both before and after work is performed. Major discrepancies should be coordinated with the County/Engineer prior to work being performed.
- Any other documentation which provides a way for the CEI to verify the quantities of work performed.

**13. Reports:** There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the Project Coordinator for clarification.

**14. Final Records:** Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Project Coordinator for approval.

**15. Project Claims:** Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

**16. Utilities:** Utility relocations are not included in this contract. The CEI should ensure that the Contractor follows Sunshine One protocol before digging.

**17. Plan Review:** Review submitted construction plans from the design engineers prior to construction for completion, comments, concerns and observations.

**18. Citizen Interface:** Consultant will act as primary point of contact for citizen comments, inquiries and complaints for this construction project.



**VOLKERT, INC.**  
**Escambia County Fee Proposal Estimate**  
**James Road Coffee Creek Bridge Replacement- Bridge Construction Portion Only**  
**Limited Construction Engineering & Inspection**  
**Attachment 2**

Classification	Hours	Rate	Total
Staff 2 Professional	182.00	\$150.00	\$27,300.00
Bridge Inspector 1	320.00	\$70.00	\$22,400.00
		<b>Total</b>	<b>\$49,700.00</b>

Volkert 2016 Contract Rates are Based on Current FDOT Audited rates:

Overhead(home & branch)- 160.13%

FCCM- .474%

OM- 15%

**GULF DESIGN REGION  
2016 BILLING RATES**

POSITION	HOURLY BILLING RATE W/O DIRECTS	HOURLY BILLING RATE W/ DIRECTS	OVERTIME RATE
Principal	\$ 270.00	\$ 300.00	
Agency Liason	\$ 230.00	\$ 250.00	
Supervisor	\$ 230.00	\$ 250.00	
Project Manager	\$ 180.00	\$ 200.00	
Staff 2 Professional	\$ 140.00	\$ 150.00	
Staff 1 Professional	\$ 80.00	\$ 90.00	
Senior Designer	\$ 110.00	\$ 120.00	
Designer	\$ 100.00	\$ 110.00	\$ 130.00
Technician	\$ 70.00	\$ 80.00	\$ 100.00
Drafter	\$ 50.00	\$ 60.00	\$ 70.00
Bridge Inspector 2	\$ 120.00	\$ 130.00	\$ 160.00
Bridge Inspector 1	\$ 60.00	\$ 70.00	\$ 80.00
Survey Manager	\$ 120.00	\$ 130.00	
Administrative Assistant	\$ 70.00	\$ 80.00	\$ 100.00
2-Man Survey Crew	\$ 120.00	\$ 130.00	\$ 160.00
3-Man Survey Crew	\$ 160.00	\$ 180.00	\$ 220.00
4-Man Survey Crew	\$ 200.00	\$ 220.00	\$ 260.00
5-Man Survey Crew	\$ 230.00	\$ 250.00	\$ 300.00

1. The rates shall be used for 2016 fee proposals and fixed billing rate invoicing.
2. Rates without directs are projects where the direct costs are billed separately to the client. Rates with directs are all inclusive projects where the consultant pays all travel costs, etc.
3. These rates are for general use, project specific rate sheets may be developed and used for projects with approval by the Senior Vice President.



**Florida Department of Transportation**

**RICK SCOTT  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JIM BOXER  
SECRETARY**

July 6, 2016

Guy O'Connor, Senior Vice President  
VOLKERT, INC.  
3809 Moffett Road  
Mobile, Alabama 36618

Dear Mr. O'Connor:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
  - 4.1.1 - Miscellaneous Structures
  - 4.1.2 - Minor Bridge Design
  - 4.2.1 - Major Bridge Design - Concrete
  - 4.2.2 - Major Bridge Design - Steel
  - 4.2.3 - Major Bridge Design - Segmental
- Group 5 - Bridge Inspection
  - 5.1 - Conventional Bridge Inspection
  - 5.2 - Movable Bridge Inspection
  - 5.3 - Complex Bridge Inspection
  - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
  - 6.3.2 - Intelligent Transportation Systems Implementation
  - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization

- Group 8 - Survey and Mapping
  - 8.1 - Control Surveying
  - 8.2 - Design, Right of Way & Construction Surveying
  - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection
  - 10.4 - Minor Bridge & Miscellaneous Structures CEI
  - 10.5.1 - Major Bridge CEI - Concrete
  - 10.5.2 - Major Bridge CEI - Steel
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
  - 13.3 - Policy Planning
  - 13.4 - Systems Planning
  - 13.5 - Subarea/Corridor Planning
  - 13.6 - Land Planning/Engineering
  - 13.7 - Transportation Statistics
- Group 21 - Acquisition, Negotiation, Closing, and Order of Taking
- Group 24 - Acquisition Relocation Assistance
- Group 25 - Right of Way Clearing and Leasing

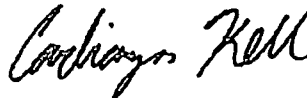
Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2017 for contracting purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
Indirect Cost	160.13%	124.21%	0.474%	Reimbursed	5.34% (Home) 13.54% (Field)*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

**ESCAMBIA COUNTY ENGINEERING DEPARTMENT  
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS**

Project Name: Coffee Creek Bridge Replacement  
 Project ID: ENGFLOOD0414- FEMA ESGSW05 EMMIE# 974 PO-170872  
 Location: Coffee Creek Bridge/ Jamesville Rd  
 Project Manager: Derek Fox  
 Date: 6/29/2017

Joy Jones  
 cm=Joy Jones, o=Public Works,  
 ou=Engineering,  
 email=jjones@myescambia.com  
 , c=US  
 2017.06.29 10:41:49 -05'00'

This section to be completed by Project Managers:

Signature Approval, Division Chief

**DESCRIPTION OF REQUEST**

Administrative change order for an increase in Construction Engineering Inspection (CEI) Services from Volkert Inc for the Contech Bridge being constructed at Coffee Creek Jamesville Rd as part of FEMA Project ESGSW05/ EMMIE # 974. FDOT requires CEI for any new bridge construction. CEI is limited to inspection of the bridge construction only as required by FDOT. Inspection up through backfill compaction within the Critical Backfill Zone is part of the CEI inspection requirements for this bridge. The bridge Contractor encountered issues with spoils during pile driving and footer construction related to weather and ground water issues from its location in a landfill which resulted in utilizing more of CEI man-hours than originally estimated. Additional funds of \$20,400.00 will provide 8 additional weeks of inspection needed for completion of the bridge construction for a total cost of \$70,100.00 The remainder of the construction inspection will be handled by the County's inspector. See attached docs. CEI will be submitted to FEMA for reimbursement.

*Derek Fox*  
 Digitally signed by Derek M. Fox  
 DN: cn=Derek M. Fox, o=Escambia  
 County, ou=Public Works  
 Department,  
 email=derek\_fox@myescambia.com,  
 c=US  
 Date: 2017.06.29 10:37:36 -05'00'

Attached backup documentation 2 page (s).  
 Time shall be (increased/decreased by) 60 calendar days. New completion date is 9/27/2017

	Obligated	Required
Balance of CIP Project	\$ _____	\$ _____
Funds for Original Construction Contract	\$ _____	\$ _____
Funds for Construction Change Order # _____	\$ _____	\$ _____
Contract PD _____ Contractor _____		
Funds for Original Task Order		
Funds for Addendum # _____	\$ _____	\$ _____
Task Order PD <u>02.03.79,33.22</u> Consultant <u>Volkert Inc</u>	\$ _____	\$ <u>20,400.00</u>
Funds for Original Work Order		
Funds for Change Order # _____ to the Work Order	\$ _____	\$ _____
Contract PD _____ Contractor _____	\$ _____	\$ _____
Funds for Contingency	\$ _____	\$ _____
Funds for Permit Fees	\$ _____	\$ _____
Funds for Land Purchases	\$ _____	\$ _____
Funds for Title Work	\$ _____	\$ _____
Contract PD _____ Contractor _____		
Funds for _____	\$ _____	\$ _____
Contractor: _____		
<b>New Balance of CIP Project</b>	\$ <u>                    -</u>	\$ <u>                    (20,400.00)</u>

**This section to be completed by Administration to accomplish fund transfer:**

From:	Fund	Project #	Project Name	Amount
	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
To:	Fund	Project #	Project Name	Amount
	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
			Transfer	\$ _____

County Engineer \_\_\_\_\_ Transferred by \_\_\_\_\_ Transfer Date \_\_\_\_\_

Posted to Expedition \_\_\_\_\_  
 Date: \_\_\_\_\_



**Volkert, Inc.**

6601 N. Davis Highway  
Suite 53  
Pensacola, FL 32504

Office 850.477.7485  
Fax 850.477.7517  
volkert@volkert.com

[www.volkert.com](http://www.volkert.com)

June 29, 2017

Mr. Derek M. Fox  
Senior Project Coordinator  
Public Works Department  
Escambia County Engineering Division  
3363 West Park Place  
Pensacola, FL 32505

RE: James Road Coffee Creek Bridge Replacement  
Limited Construction, Engineering and Inspection- Supplement #1  
PD 02.03.79.33.22.ENG / PO 170872  
Volkert Project #651600.WR

Dear Derek-

Volkert, Inc. is pleased to provide the proposal for Supplement #1 to the Limited Construction Engineering and Inspection Services for the James Road Coffee Creek Bridge Replacement Project. The supplement will add additional inspection man-hours to the contract to allow for an additional 8 weeks of limited construction oversight.

**Scope of Services:**

The scope of services for this project will be performed as outlined in the original contract Scope of Work- Construction, Engineering and Inspection for the Coffee Creek Bridge Replacement Limited CEI.

**Fee Proposal:**

Volkert's fees for this project will be billed at an hourly rate in accordance with the Volkert Agreement with Escambia County for the James Road Coffee Creek Bridge Replacement Project. The estimated man hours for and fee for this supplement are included in attachment 2- Fee Proposal Estimate. The estimate is based on an additional 8 weeks of construction oversight with 15 hours per week for a Bridge Inspector 1(120 hours) and 10 hours per week for a Staff 2 Professional(80 Hours). The estimated not to exceed fee for the supplement is \$20,400.00.

We appreciate this opportunity and look forward to working with Escambia County on this project and on future projects. If you have any questions, please do not hesitate to give me a call.

Sincerely,

Mike Warnke  
Project Manager  
**Volkert, Inc.**

**Office Locations:**

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



**VOLKERT, INC.**

Escambia County Fee Proposal Estimate

James Road Coffee Creek Bridge Replacement

Limited Construction Engineering & Inspection- Supplement #1

Attachment 2

Classification	Hours	Rate	Total
Staff 2 Professional	80.00	\$150.00	\$12,000.00
Bridge Inspector 1	120.00	\$70.00	\$8,400.00
		<b>Total</b>	<b>\$20,400.00</b>

Volkert 2016 Contract Rates are Based on Current FDOT Audited rates:

Overhead(home & branch)- 160.13%

FCCM- .474%

OM- 15%



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

**AI-12471** **County Administrator's Report** **11. 12.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 07/18/2017

**Issue:** Recommendation Concerning Southwest Sports Complex

**From:** Michael Rhodes, Dept Director

**Organization:** Parks and Recreation

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Southwest Sports Complex - Michael E. Rhodes, Parks and Recreation Department Director

That the Board take the following action:

A. Approve the reallocation of funds from the Capital Improvement Program - Park Development Project, in the amount of \$100,000, to the Southwest Sports Complex; and

B. Authorize the issuance of a Purchase Order to Musco Sports Lighting, LLC, (MUSCO), in the amount of \$255,000, to add additional athletic field lights at the Southwest Sports Complex.

[Funding Source: Fund 352, LOST III, Cost Center 350229]

**BACKGROUND:**

The Southwest Sports Complex located on Bauer Road has a combination of 18 athletic fields comprising of tee-ball, softball, baseball, football, and soccer or lacrosse. The addition of lights to these 2 1/2 soccer fields will allow for a greater number of local youth practices to be held on site at this respective facility, during weekday evening hours. This will also give local youth soccer organizers more options for recreation league play during weeknight games, and for the occasional weekend evening games and tournaments. MUSCO lights, cabinets, and infrastructure, has been installed on all fields that are currently lit at the Southwest Sports Complex and in order to keep this complex on one uniformed lighting and scheduling system, the MUSCO lighting products and equipment should be used on these respective fields. The Parks and Recreation Department has communicated with the Purchasing Department and been given approval to proceed.

**BUDGETARY IMPACT:**



Funds are available in Fund 352 "LOST III", Cost Center 350229.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

**IMPLEMENTATION/COORDINATION:**

Upon Board Approval, the Office of Purchasing will be requested to issue a Purchase Order.

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**Attachments**

Musco Quote

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**Southwest Soccer Complex Field**  
**Date: July 5, 2017**  
**To: Adam Reed**

**Quotation Price – Musco Equipment and Turnkey Installation**

Musco's Light Structure Green™ lighting system as described below and delivered to the job site..... \$255,000

**Equipment Description**

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- Electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

**Also Includes:**

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 30 footcandles for 25 years
- One (1) group re-lamps at the end of the lamps' rated life, 5000 hours
- Lighting Contactors sized for voltage and phase at jobsite

Sales tax is not included as part of this quote.

***Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.***

**Notes**

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = FBC 2014, 160 MPH
- Confirmation of surveyed pole locations and voltage/phase prior to production

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Danny Sheldon  
North Florida Sales Representative  
Musco Sports Lighting, LLC  
Phone: 352-665-0578  
E-mail: danny.sheldon@musco.com  
Fax: 800/374-6402

**Light Structure Turnkey Scope of Work**  
**Escambia Soccer**  
**Project # 166260**

**Owner Responsibilities:**

1. Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
2. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Final grade elevations will also need to be marked if necessary.
3. Remove any trees, limbs, shrubs, etc. for total access to pole locations.
4. Removal, replacement, and repair of all fencing necessary for construction.
5. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
6. Provide area on site for disposal of spoils from foundation excavation.
7. Locate and mark existing underground utilities not covered by “One Call” and irrigation systems including sprinkler heads prior to excavation. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
8. Pay for any power company fees and requirements. **(If necessary).**
9. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2014 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
10. Provide a source of water such as a fire hydrant or 2” water line for foundation excavation. Pay for any and all fees associated with the water access and usage.
11. Provide primary transformer to within 150 feet of site.
12. Provide access to previously delivered Musco equipment
13. Project to be completed on a single mobilization of the pole installation crew. Additional charges will apply for remobilization, layout of pole location(s) and aiming point(s), and/or Musco or Subcontractor provided water meter.

**Musco Responsibilities:**

1. Provide required poles, fixtures, foundations, and associated designs.
2. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
3. Provide layout of pole locations and aiming diagram.
4. Provide light test upon completion of works once owner supplied electrical system is energized.
5. Provide Project Management assistance as needed.
6. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.

**Musco Subcontractor Responsibilities:**

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, including ballast enclosures.
3. Provide adequate trash container for cardboard waste and packing debris.
4. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
5. Obtain any and all required permits and pay for required permits. Contact Musco PRIOR to attaining permits.
6. Provide electrical design and provide any as-built drawings as required following the completion of the project.
7. Provide materials and equipment to install new 800 amp 480/3p electrical service panel. This needs to be defined in the electrical design.
8. Provide materials and equipment to install all underground conduit, wiring, pull boxes, switchgear, etc. and terminate wiring as required per electrical design.
9. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.
10. Load and transport owner provided existing Musco equipment (poles, bases, ballast enclosures, fixtures, controls) to SW Soccer Complex.

11. Provide materials and equipment to install (8) Light Structure System foundations as specified on Layout.
12. Remove augured spoils to owner-designated location at jobsite.
13. Provide materials and equipment to assemble and install (60) Musco LED fixtures and terminate all necessary wiring.
14. Provide equipment and materials to assemble and erect (8) Light Structure System Poles.
15. Verify aiming points have been located and are correct before sighting in lighting cross-arms.
16. Provide equipment and materials to install the new Controls and Monitoring Cabinet(s) and terminate all necessary wiring. Subcontractor to commission Control Link once system is energized.
17. Keep all heavy equipment off of playing fields and surfaces whenever possible. Use due care to minimize damages when playing surface access is required.
18. Conduct system startup and additional aiming as required to provide a complete and operating sports lighting system.



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

**AI-12355** **County Administrator's Report** **11. 13.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 07/18/2017

**Issue:** Contract Award for Case Management Software Program for Corrections

**From:** Paul Nobles, Purchasing Coordinator

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Contract Award for Case Management Software Program for Corrections - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the Chairman to sign the Case Management Software Agreement between Escambia County, Florida, and Spirit Solutions, Inc., per the terms and conditions of PD 16-17.025, Case Management Software Program for Corrections, and the provided Agreement, for a total implementation cost for Year 1, which shall not exceed \$177,125.00. Thereafter, the annual software licensing fee for Years 2-5 shall be payable upon the anniversary of the commencement of this Agreement at the rate of \$65,000 annually. The term of this Agreement shall commence as of the date last executed and continue for a term of five years. Upon the expiration of the initial term, if it is determined that interim performance is necessary to allow for the solicitation and award of a new Agreement, the parties may agree to extend the Agreement on a month-to-month basis up to a maximum of six additional months. Pricing and all other terms and conditions of the Agreement shall apply during the interim period. The total duration of this Agreement shall not exceed five years and six months.

[Funding: Fund 114, Misdemeanor Probation, Cost Center 290301, Object Code 55201]

**BACKGROUND:**

The Request for Proposals was advertised on February 21, 2017 in the Pensacola News Journal. Four firms were notified of the solicitation. Three firms responded to the solicitation on March 21, 2017. The Selection Committee held discussions with all three firms on April 18, 2017. Based on the selection criteria the committee selected Sprint Solutions, Inc. as the best firm able to provide the necessary services.

**BUDGETARY IMPACT:**

Fund 114 Misdemeanor Probation, Cost Center 290301, Object Code 55201

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The agreement was prepared by Kristin Hual, Assistant County Attorney.

**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 Office of Purchasing will facilitate the signing of the agreement and issue the associated Purchase Order.

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**Attachments**

Agreement

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## **CASE MANAGEMENT SOFTWARE AGREEMENT**

**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 Spirit Solutions, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 30-0743978, whose principal address is 2111 East Michigan Street, Orlando, Florida 32806, and whose mailing address is 6113 Oxbow Bend Lane, Port Orange, Florida 32128.

### **WITNESSETH:**

**WHEREAS**, on February 13, 2017, the County issued a Request for Proposals (PD 16-17.025) seeking a contractor to provide a case management software program for the Escambia County Department of Corrections; and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such software licensing and services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such software licensing and 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 date last executed and continue for a term of five (5) years. Upon the expiration of the initial term, if it is determined that interim performance is necessary to allow for the solicitation and award of a new agreement, the parties may agree to extend the agreement on a month-to-month basis up to a maximum of six (6) additional months. Pricing and all other terms and conditions of the agreement shall apply during the interim period. The total duration of this Agreement shall not exceed five (5) years and six (6) months.
  
3. **License.** Subject to the terms of this Agreement, Contractor hereby grants to County an Enterprise License to use the "Spirit Case Management Solution" software program as made generally and commercially available by Contractor, including the SCMS Licensed Software, the enabled content resulting from and enabled by the execution of the Licensed Software, and any corresponding documentation associated with the Licensed Software. This foregoing License shall apply to any future versions, improvements, developments, updates and upgrades to the Licensed Software that Contractor may make generally and commercially available to the County, unless such

versions, improvements, developments, updates and/or upgrades are accompanied by separate terms.

4. Scope of Services. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for "Case Management Software Program for Corrections"- Specification No. P.D. 16-17.025, attached hereto as **Exhibit A-1** and the Contractor's Proposal, attached hereto as **Exhibit A-2**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.

5. Compensation. During the term of this Agreement, County shall pay Contractor a software licensing fee of \$65,000.00 per year, plus the additional Year 1 implementation costs associated with the schedule of deliverables itemized in paragraph 6 below. Total implementation costs for Year 1 shall not exceed \$177,125.00. The Year 1 software licensing fee and total implementation costs shall be payable upon Contractor completing the schedule of deliverables itemized in paragraph 6 below. Thereafter, the annual software licensing fee for Years 2-5 shall be payable upon the anniversary of the commencement of this Agreement.

6. Schedule of Deliverables. The Contractor shall complete the following project deliverables within 190 days after the commencement of this Agreement, in accordance with the Contractor's Timeline for Execution attached hereto as **Exhibit B**.

<u>Task</u>	<u>(NTE) Cost</u>	<u>(NTE) Extension</u>
Project Plan	\$3,125	\$3,125.00
Project Management	\$6,000 p/month	\$36,000.00
Code Development	\$7,200 p/sprint	\$100,800.00
Conversion	\$7,200 p/sprint	\$14,400.00
User Acceptance Testing	\$18,000	\$18,000.00
Onsite Training	\$4,800	\$4,800.00

7. Method of Payment/Billing. Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court  
Attn: Accounts Payable  
221 Palafox Place  
Pensacola, Florida 32502

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.



8. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination.

9. 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.

10. 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; and
- (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.

11. 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.

12. 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: Spirit Solutions, Inc.  
Attention: William Nidiffer  
6113 Oxbow Bend Lane  
Port Orange, Florida 32128

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With copy to: Timothy Burch  
2900 Pershing Avenue  
Orlando, FL 32806

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.

13 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.

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.

**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**

15. 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.

16. 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.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of 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.

20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**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: SPIRIT SOLUTIONS, INC.**

ATTEST:

By: William Nidiffer, President

By: \_\_\_\_\_  
Corporate Secretary  
(SEAL)

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

Approved as to form and legal sufficiency.

By/Title: Michael A. A. [Signature]  
Date: 7/10/17

**ESCAMBIA COUNTY FLORIDA**

**REQUEST FOR PROPOSALS**

**CASE MANAGEMENT SOFTWARE PROGRAM  
FOR CORRECTIONS**

**SPECIFICATION NUMBER PD 16-17.025**

**PROPOSALS WILL BE RECEIVED UNTIL: 2:00p.m., CDT, TUESDAY, MARCH 14, 2017**

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

**Attention:** Claudia Simmons, Manager, Office of Purchasing

A Pre-Solicitation Conference and Walkthrough will be held at 9:00 a.m., CST  
Thursday, February 23, 2017 at the Department of Community Corrections  
at 2251 N. Palafox Street, Pensacola, FL 32501 Conference Room #125

**ALL PROPOSERS ARE ENCOURAGED  
TO ATTEND**

**Board of County Commissioners**

Douglas B. Underhill, Chairman  
Gary Bergosh, Vice Chairman  
Steven Barry  
Lumon J. May  
Grover C. Robinson IV

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All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

---

**Assistance:**

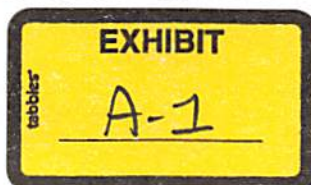
Claudia Simmons  
Manager  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place  
2<sup>nd</sup> Floor, Room 11.101  
Pensacola, FL 32502  
T: 850.595.4987  
F: 850.595.4805  
e-mail: [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us)

**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.



**ESCAMBIA COUNTY FLORIDA  
REQUEST FOR TO PROPOSALS  
PROPOSER'S CHECKLIST**

**CASE MANAGEMENT SOFTWARE PROGRAM  
FOR CORRECTIONS  
SPECIFICATION PD 16-17.025**

**HOW TO SUBMIT YOUR PROPOSAL**

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Proposals are to be on the forms provided in the Request for Proposal and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:**

- SOLICITATION AND OFFER FORM WITH ORIGINAL SIGNATURE and ONE (1) CD OR FLASH DRIVE CONTAINING THE COMPLETE RESPONSE
- PROPOSAL FORMS (WITH ORIGINAL SIGNATURE)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:**

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE

**BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

**THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A NO PROPOSAL**

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSAL DER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "REASON FOR NO PROPOSAL" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE PROPOSAL SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR PROPOSER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY.**

**DO NOT RETURN WITH YOUR PROPOSAL**

**CASE MANAGEMENT SOFTWARE PROGRAM  
FOR CORRECTIONS**

**PD 16-17.025**

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**Forms marked with an (\* Asterisk) must be returned with Offer.**

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**SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS\*\***

**SOLICITATION AND PROPOSAL OFFER FORM**

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

CLAUDIA SIMMONS  
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)595-4878 Fax No: (850) 595-4807

**Request for Proposal**

**CASE MANAGEMENT SOFTWARE  
PROGRAM FOR  
CORRECTIONS  
SOLICITATION NUMBER: PD 16-17.025**

**SOLICITATION**

MAILING DATE: Monday, February 13, 2017

PRE-PROPOSAL CONFERENCE: NON MANDATORY AT 9:00 am CST on Thursday, February 23,2017 at the Department of Corrections, 2251 N.Palafox Street, Pensacola, FL 32501

**All Proposers Are Encouraged to Attend.**

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Tuesday, March 14, 2017 and may not be withdrawn within 20 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.: (\_\_\_\_) \_\_\_\_\_

PROPOSAL BOND ATTACHED TOLL

FREE NO.: (\_\_\_\_) \_\_\_\_\_

\$ \_\_\_\_\_ N/A \_\_\_\_\_

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 a Proposal by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

\_\_\_\_\_  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(TYPED OR PRINTED)

\*\* \_\_\_\_\_  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

***\*\*Failure to execute this Form binding the Proposal der/proposer's offer shall result in this Proposal/proposal being rejected as non-responsive.***

**PROPOSAL FORM**  
**Specification Number PD 16-17.025**  
**CASE MANAGEMENT SOFTWARE PROGRAM**  
**FOR CORRECTIONS**

In accordance with your "Request for Proposals" and "Instructions to Proposers" as described and listed in this Request for Proposals and subject to all conditions thereof, I, undersigned, hereby propose to provide **CASE MANAGEMENT SOFTWARE PROGRAM FOR CORRECTIONS**.

**NOTE**

Acknowledgment is hereby made of receipt of the following addenda issued during the Proposal period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**(PLEASE TYPE INFORMATION BELOW)**

**SEAL IF PROPOSAL IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Person authorized to sign this proposal:

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone and/or Cell #: \_\_\_\_\_

**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 Proposal 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 Proposals or applies to Proposal 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 Proposal 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 Proposal, the employee will Propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)  
Yes or No

If not a Florida Corporation,  
In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

Names of Officers:  
President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

Name of Corporation (As used in Florida): \_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:  
Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposal 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 Proposer/Proposal Solicitation, Offer and Award Form and Proposal/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.

**Proposal 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**
  - 5.1 **Taxes**
  - 5.2 **Discounts**
  - 5.3 **Mistakes**
  - 5.4 **Condition and Packaging**
  - 5.5 **Safety Standards**
  - 5.6 **Invoicing and Payment**
  - 5.7 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.1 **County Procedure on Acceptance of Gifts**
  - 9.2 **Contractors Required to Disclose any Gift Giving**
  - 9.3 **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 Proposer(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD16-17.025 Case Management Software for Corrections”, 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 Proposals/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 Proposals/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 Proposals/proposals for invitations for Proposal 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 Proposal 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.

### 1. **Pre-Solicitation Conference and On Site Visit**

All interested parties are encouraged to attend the Pre Solicitation Conference at the Department of Corrections, County Office Building 2251 N. Palafox Street, Pensacola, FL 32501 @ 9:00 am in conference room #125.

### 2. **Procurement Questions**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, 850-595-4987, Email casimmon@co.escambia.fl.us no later than Monday, March 6, 2017.

3. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

4. **Licenses. Certifications. Registrations**

The offeror shall at any time of Proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Proposal/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

5. **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.

6. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties.

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.

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. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

**10. 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.

**11. TERMINATION (PUBLIC RECORDS REQUEST)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

## **Insurance Requirements**

### **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

### **Contractor Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Claudia Simmons Manager  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.



If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**REQUEST FOR PROPOSAL PD 16-17.025**  
**CASE MANAGEMENT SOFTWARE PROGRAM**  
**FOR CORRECTIONS**

**PART I GENERAL**

**INFORMATION**

**PURPOSE 1-1**

The Board of County Commissioners of Escambia County is seeking a Service Provider to implement evidence-based practices and outcome reporting capabilities including but not limited to, providing consulting services and necessary software for Agency administrators and Employees, Officers, Providers, Offenders and other affiliated Criminal Justice agencies.

**BACKGROUND 1-2**

The current software in use by the Escambia County Community Corrections Department is operating beyond its original capacity and life and as required by the Escambia County Board of Commissioners the Request for Proposal for Case Management Software Program is being distributed to solicit for a replacement to provide an "Innovative Supervision Solution for Community Corrections"

**1-3      OBJECTIVE**

The primary objective of this RFP is the selection of the most qualified and experienced Provider that is most advantageous to the County to provide the services and software program to meet the requirements detailed in Exhibit "A" attached to this solicitation.

**1.4      ISSUING OFFICER**

The project Director shall be Jack Brown, County Administrator. The Contract Administrator shall be Whitney Lucas, Finance Manager for Escambia County Corrections. . The contracting agency shall be the Escambia County Board of County Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, FL 32591-1591

**1-5**            **CONTRACT CONSIDERATION**

1.5.1 The initial contract will be for the purchase and implementation of the Case Management Software Program. A consideration may be given to annual software maintenance and training as proposed.

1.5.2 The contract shall conform to the requirements and specifications contained in the Request for Proposal PD 16-17.025 and all documents contained herein.

1.5.3 The contractor shall not transfer or assign its rights or obligations under the contract to pay any person or entity, nor merge or consolidate with any other entity, without prior written consent of Escambia County.

**1-6**            **REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals, to cancel or withdraw this solicitation at any time, to waive any minor irregularity or technicality existing in any proposal, and to waive any minor defects in the solicitation process. The County, in its sole and absolute discretion, also reserves the right to accept the proposal deemed to be in the County's best interest.

**1-7**            **INQUIRIES**

Technical questions and procurement questions may be directed to Claudia Simmons Purchasing Manager, Telephone (850) 595-4987, Email [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us) .

**1-8        SITE INSPECTION**

**A pre-proposal conference and site visit shall be held on Thursday, February 23, 2017 at 9:00 am CST at the**

**County Office Building ( COB )  
2251 N. Palafox Street, Pensacola, Fl 32501  
Conference Room 125.**

**1.9        ADDENDA**

**Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.**

**1-10      SCHEDULE**

The following schedule is subject to change and will be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	Monday, February 13,2017
Mailing date of proposals	Monday, February 13,2017
Mandatory Pre-Solicitation Conference	Thursday, February 23, 2017@9:00 am CST
Final Date for Questions	Monday, February 27, 2017
Date for Responses to Questions	Friday, March 3, 2017
Receipt of proposals	2:00 p.m. Tuesday, March 14, 2017
Shortlisting Meeting	3:00 pm Thursday, March 23, 2017
Discussions / Selection Meeting	TBD
1 <sup>st</sup> Negotiations Meeting, if required	TBD
Board of County Commissioners approval	TBD

**1-11      PROPOSAL CONTENT AND SIGNATURE**

One (1) copy of the proposal shall be required and on one (1) CD or Flash Drive containing the complete response with The Original/Copy having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

**1-12      NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

**1-13      RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

**1-14      PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be

the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

**1-15**      **DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

**1-16**      **DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

**1-17**      **WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

**PART II                    INFORMATION REQUIRED FROM CONTRACTORS**

**ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

**2-1                    PROPOSAL FORMAT AND CONTENT**

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

The information provided shall be organized in the manner specified herein and shall be contained in the proposal document in the sections of the proposal labeled as follows:

**TAB 1 - Required documents specified in the Proposers' Checklist as THESE DOCUMENTS SHALL BE RETURNED WITH THE PROPOSAL**

**TAB 2 – Cost Proposal:** Include (not necessarily limited to) the following.

- a) Outline of daily cost to offenders for monitoring, include any and all potentially applicable costs.
- b) List of compatible Hardware Devices
- c) Highlight of security features included in the software
- d) Description and or outline of interface for Offenders, other Agencies and the Department.

**TAB 3 – Required Information:** complete response to Section 5 of Exhibit "A" attached to the solicitation and demonstration of meeting the criteria for selection detailed in Part III 3.1 of this document.

**2-2                    INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

**2-3            UNDERSTANDING OF THE PROJECT**

The following conditions must be met as a minimum and addressed in the proposal using corresponding paragraph numbers

- 2.3.1    The firm must be of sufficient size and expertise to furnish the resources needed to provide the services detailed in this proposal.
- 2.3.2    The firm must be licensed to do business in the State of Florida or indicate the ability to obtain the necessary licensing.

**2-4            EXPERIENCE AND QUALIFICATIONS**

Each interested company shall furnish as part of the proposal a complete general description of experience in the field of food service management. Included shall be the following:

- 2.4.1    Name address of the company.
- 2.4.2    The duration and extent of experience in providing case management software programs and services.



**PART III                      CRITERIA FOR SELECTION**

**3.1                      The following factors will be used in evaluation of proposals and award of contract:**

- 1.                      System Design – 20%**
- 2.                      Software Design and Development – 20%**
- 3.                      Understanding and Methodology of the Project – 20%**
- 4.                      Customer Service and Support – 20%**
- 5.                      Integrity of Technology Infrastructure of the Vendor – 20%**

**Definition of Selection Criteria:**

- System Design—enhanced utility, ease of use, functionality, flexibility, innovation**
- Software Design and Development-- software capabilities with the requirements of this RFP**
- Understanding and Methodology of project—demonstrate grasp of pertinent issues/potential problems—expected deliverables—timeline objectives**
- Customer Service And Support -- resources required to operate and maintain the system, --- convenience, responsiveness and technical expertise of vendor**
- Integrity Of Technology Infrastructure Of Vendor—demonstrate the sustainability of product offered**

**PART IV                      SCOPE AND REQUIREMENTS – CONTAINED IN EXHIBIT “A”**



**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
Escambia County Corrections**



***Scope of Services for an  
Innovative Supervision Solution for Escambia County Community  
Corrections***

**Title:** Scope of Service for Escambia County Department of Corrections, Community Corrections Division Contractors/Providers for an Innovative Supervision Solution for Escambia County Community Corrections.

**Background:**

Escambia County Department of Corrections, Community Corrections is seeking Professional Services to implement evidence-based practices and outcome reporting capabilities including, but not limited to, providing consulting services and necessary software for Agency administrators and Employees, Officers, Providers, Offenders and other affiliated Criminal Justice agencies.

As required by the Escambia County Board of County Commissioners, we anticipate that we may spend more than 50,000.00 with the Contractor/Provider during 2015-16, and therefore, we are putting out for RFP for a Contractor/Provider to provide an "Innovative Supervision Solution for Community Corrections".

**Scope:**

The Contractor/Provider shall provide an innovative Supervision Solution for Community Corrections. The proposed solution shall be operational 24 hours a day, 7 days per week, supporting the Community Corrections functions of Misdemeanor Probation, Pre-Trial Release, Pre-Trial Diversion, Check Diversion, Work Release, Accounting, and Community Service.

There will be a minimum of 50 users, and our emphasis is on an innovative Supervision Solution that is designed to interface with and share data with other local agencies, i.e., our Clerk of Court and our Jail, along with other calendar based systems. Community Correction employees are based primarily in three buildings/locations and are connected by the Escambia County computer network. The Community Corrections Division serves a minimum of 4500 to 5000 offenders daily. The case management part of the Supervision Solution should have the capability to accommodate a single name record entry and be able to track all case management, accounting, Community Service, Offender Services and detention management activities for that name record. It shall also be able to provide file storage, electronic email, calendaring, network printing, electronic document imaging, auditing, and management services. Both On-Premises and Cloud based software components will be entertained.

- The Contractor/Provider, if applicable and/or available, shall provide a fully integrated mobile communication component for offenders to communicate with Officers.
- The Contractor/Provider, if applicable and/or available, shall provide a fully integrated mobile communication component for Officers to communicate with Offenders.
- The service shall be inclusive of innovative technology, i.e., calendars, offender recognition via voice and/or visual identification, equipment, systems and related support services, data storage, real-time controls, live monitoring, continuous updates and support services, and shall be fully supported by twenty-four hour passive monitoring.
- The Contractor/Provider shall provide, at their own expense, all applicable on-premises systems and equipment. All services provided shall be in accordance with Florida Statute 815, or any other applicable Florida Statute, the Escambia County Board of County Commissioners, the Escambia County Department of Corrections, and the Community Corrections Division, rules, regulations, policies and procedures.
- The Contractor/Provider shall provide a general history and description of their firm/agency, including the number of years they have been engaged in developing and supporting criminal justice case management systems, number of employees, organizational structure, and background of principal personnel. In addition, they shall provide résumés for their personnel assigned to work with Escambia County denoting whether the person is an active employee of the Contractor/Provider.
- Provide Corrections staff with the opportunity to track an offender and be able to confirm the date, time, and location of a tracking event. In addition, these services may have the capability of being accessed through a secure internet connection and fully supported by a secure database for transactional records.
- The fully integrated mobile communication component shall ensure that if an offender tampers with the communications component or fails to comply with any rules of passive offender tracking (inclusive of exclusion and inclusion zones), that the proper notifications will be generated for offenders and staff
- Provision that a live person can respond to any Corrections Staff questions regarding notifications.
- It is also preferable for it to provide ability for Offenders to make credit card payment for fines, fees and restitution from a secure smart phone application,

**EXHIBIT "A" PD 16-17.025 CASE MANAGEMENT SOFTWARE PROGRAM FOR CORRECTIONS**

**Automatically provides date, time and location information for all offender activities, meetings, and appointments to offender via a secure native smart phone application; have the ability for offender to update their address and employment information from a secure native smart phone application; provide a native smart phone application for offenders which requires two factor authentication including server side bio-identification without the use of additional hardware add-ons to phone; provide functionality for monitoring offender location and curfew with the use of Geo-fencing; and provide the ability for offenders to submit a Contact based on agency administered questions, offender category and contact type.**

- The Contractor/Provider shall provide the following regarding Case Management: Meets APPA Case Management functional standards; Unified assessment, case planning, and programs; Workflow driven system; Single application with common user interface for pretrial, diversion, probation case management and community corrections programs, and provider portals; Fully integrated offender smart phone application; Integration broker and standard API; Full text search of documents; Automated workflows, tasks, alerts, and work queues; Process driven Contacts with contact compliance; Weighted Caseload Management; Provide outcome reporting that includes recidivism rates, program effectiveness, and contact compliance; A confidentiality component; A system to manage data, analyze processes, and store best practices; and a system that collects Structured Data; A well-designed, automated system that provides the ability to measure outcomes; Provides role-based dashboards; Integration with Outlook for appointments and alerts; Provide ability to toll supervision term in compliance with federal, state, and local statutes, rules, or procedures, and calculate new end date; Provide the ability to track progress, compliance, and completion on referrals for services, programs and community service; Produce information that permits monitoring conformance with performance and offender behavior standards; System must be browser independent and require no client side plug-ins.**
- While we understand that the innovative case management computer software program may need to be customized to meet our needs, and we prefer an off of the shelf solution that can provide excellence in case management, reduce rework, eliminate duplicate and repetitive input processes, reduce mistakes, and run accurate reports. This will allow for higher efficiency and accuracy, enhance customer service, and enhance the tracking of cases throughout the Community Corrections division.**
- It is preferred that the innovative case management software computer program is user friendly, and that it provides a component for an Offender Risk Assessment to be completed for offenders for specific programs, i.e., the Florida Pre-Trial Risk Assessment. Another user friendly component that is preferred is for the innovative case management software computer program to provide a multi-language Court Appearance telephone notification system for offenders to**

reduce the number of "failure to appears" for court and appointments, and to inform the offenders of any important alerts.

- It is preferred that the innovative computer software program will have the capability to provide a "Kiosk" or other form of offender check in for Community Corrections.
- It is preferred that the innovative case management software computer program is user friendly, and that it provides a component for an offender be notified of events and appointments. Examples of events and appointments include random substance abuse testing, Office Appointments, Court dates, and other ordered services.
- It is preferred that the innovative Supervision Solution is user friendly and can produce detailed and summary lists of financial transactions (e.g., fee, fine, restitution receipts, court cost assessments, fee assessments, monetary judgments, and voided transactions) for specific cases and offenders over specific periods, produce summary for each cashier including totals for each type of payment (e.g., cash, check, credit card, fee waiver, electronic funds transfer, lock box); allow full, partial, and installment payments by various methods (e.g., cash, check, credit card, fee waiver, electronic funds transfer, lock box).
- The Contractor/Provider shall provide the following reports immediately upon request, i.e., Violation Reports, Daily and Monthly Usage Reports, Offender Reports, inclusive of demographics, case notes, recidivist information, offense, type of offense, judges, case number, length of supervision, type of release from incarceration, type of discharge, i.e., successful or unsuccessful, etc., financial reports, offender payment sheets, monthly financial accounting reports reflective of daily, weekly, monthly and yearly collections and financial transactions; Officer specific caseload reports, Equipment/Inventory Reports, and any statistical and/or operational reports deemed necessary by Escambia County Community Corrections. They shall also provide the support of uploaded reports in Microsoft Word, or any other acceptable format.
- The Contractor/Provider shall provide Staff with extensive domain expertise in evidence based practices and outcome analysts; Ability to supply an integrated solution of professional services supported by software as services; technical expertise to perform data migrations and system-to-system integration.
- Regarding system implementation, if applicable, a software service level agreement is required, with clearly defined deliverables.
- The Contractor/Provider shall describe the system's overall functionality, components, services, abilities, and processes for information security,

EXHIBIT "A" PD 16-17.025 CASE MANAGEMENT SOFTWARE PROGRAM FOR CORRECTIONS

auditability, server/desktop manageability/administration, and overall disaster recovery requirements and capabilities.

- The Contractor/Provider shall pay all costs associated with shipping (delivery and return) and for all of the equipment/supplies provided.
- The Contractor/Provider shall provide *24 hour technical support*, 7 days per week, and on holidays, via telephone, email, or cell phone.
- The Contractor/Provider shall provide on-site training for Escambia County Community Corrections staff.
- The Contractor/Provider shall ensure that qualified personnel are available to provide expert testimony as requested or subpoenaed, at their expense. They shall also notify Escambia County Community Corrections immediately of any testimony or subpoenas associated with Escambia County Community Corrections.
- All Contractor/Provider employees must satisfy all requirements for FBI and FDLE background/ security checks, and must have acceptable clearance by the Escambia County Board of County Commissioners.
- The Contractor/Provider shall provide a detailed cost proposal that includes: software license cost, all implementation costs, all annual maintenance costs, the hourly rate for any additional services, such as customizations, additional training and emergency response, basis for cost adjustments on subsequent years of a contract, cost estimates for up three software interfaces, including both one way and two way interfaces for each (CTS America JailSuite, pentamation, and BenchMark), additional cost projections over the next five years relating to product upgrades or major revisions, and any other cost considerations relative to the total cost of implementation of the proposed system.
- The Contractor/Provider shall provide any additional information about their agency/firm that would be helpful in evaluating your proposal.

**Applicable Documents/Technical Specifications:** The Escambia County Board of County Commissioners Information Technology Department will ensure that they are in compliance regarding technical specifications and their supporting documents.

**Location of Work:** Escambia County Community Corrections  
2251 N. Palafox Street, Pensacola, Florida, 32501

Escambia County Residential Probation/Work Release Program  
1211 West Fairfield  
Pensacola, Florida 32501

Escambia County Misdemeanor Probation Intake Office

**Minimum Compliance Standards:** During the term of the contract, the Escambia County Department of Corrections, Escambia County Community Corrections Division may unilaterally require, in writing, changes to the contract, provided that such changes are within and/or associated with the general scope of the contract.

**Proposals:** Please make sure the proposal includes (not necessarily limited to) the following information:

- a) Outline of daily costs to offenders for monitoring, please be sure to include any and all potentially applicable charges
- b) List of compatible hardware devices
- c) Highlight of security features that are included in the software
- d) Description and/or outline of interface for offenders, other agencies and the department

## **ESCAMBIA COUNTY REQUIREMENTS FOR COMPUTER SYSTEMS AND NETWORKING**

### **Computing Environment**

Escambia County provides Network services to most county buildings. Network speeds range from 1GB to 10MB in major buildings to Asynchronous DSL in remote sites. Specific sites are listed below. Included in these services are DNS Name Resolution, IP Address management, DHCP, NTP, remote access using SSL/VPN, and SSL termination. All buildings, with Network services, have CAT5, CAT5 enhanced, or Cat6 UTP wiring and professional quality switches. Secured, wireless (802.11b/g/n) access to the county network exists in many buildings

The central hub of network services resides in the Escambia County datacenter. This datacenter also contains primary file, database and application servers used throughout the county. Most of these servers are maintained in a virtual environment.

Workstation hardware is standardized on Dell Optiplex and Latitude 64bit equipment. All workstations have a Minimum of 2GB RAM and 17 inch monitors. The minimum monitor resolution is 1024x768. Wide screen monitors are in use. Laptop screens could be smaller. Current Microsoft Windows is the standard workstation operating system.

The standard software profile includes Anti-Virus, Microsoft Office and Libre Office, Adobe Acrobat, and Internet Explorer. The County has line of business applications which are not part of the standard workstation application profile. These applications may reside or be used on workstations that will be using the proposed solution.

The system should be engineered with good system security to ensure Confidentiality of the system operations, Integrity of both transactional and at resting system data, and Availability of the data to the system and its users.

Software must have the capability to be used on a network with multiple simultaneous seats.

Escambia County will not store any Credit Card information. Any proposed Credit Card component must be fully disclosed for vetting by the County.

### **Technology requirements**

- TCP/IP must be used for communications across the Escambia County Network
- One Common Hardware/software developer – consistent technology.
- Central database server must be MS SQL server 2012 or newer (on-Premises)
- Provided Software must run on Windows Operating Systems. Servers: MS server 2012R2, or newer. (on-Premises)
- Workstations: Windows 7 and Windows 10.
- All Browser Based clients must operate on currently supported Microsoft Internet Explorer
- Windows Authentication (Active Directory domain)
- Multi-user
- Graphic User Interface



- REST API

**Technology preferences** – other solutions are acceptable with a description of why the solution better meets the functional requirements.

- Client/Server or Web Based architecture
- Commercial Off The Shelf software
- Microsoft .NET framework
- HTML5
- Concurrent or Site licensing
- No Java, Flash, or Silverlight
- Internet Explorer 11 – Compatibility view acceptable
- Application server notifications (database connection lost/ app server start)
- Certified for use in a Virtual Machine Environment. VMware is preferred. (on-Premises)
- Delivery as a Virtual Machine Appliance (on-Premises)
- Web-based reporting
- Database access using SQL Server Management Studio
- Access for reporting services

### **Possible Interfaces**

- Clerk of Court's eFin – SunGuard's Pentamantion ( Financial export)
- Clerk of Court's Benchmark for Court Docket information
- Caliber Systems, SmatCop (Formerly CTS America) Jail management system.

### **Data Conversion and Imports**

- There will no data conversion.

### **Documentation deliverables**

- Complete data dictionary
- System configuration
- Application configuration
- Entity Relationship diagram
- User guide
- Application Administration guide
- System Administration guide
- Continuity of Operations Action Plan
- Back-up and recovery
- Graphical Network System overview.
- REST API documentation.

**Maintenance and upkeep**

- 3% maximum annual support cost escalation.

**PART 5 QUESTIONS FOR BIDDER/VENDOR RESPONSE**

1. Please specify any computer system hardware or software or other products required to properly operate proposed solution which is in addition to the vendor's application.
2. Describe how the proposed solution is licensed. Please incorporate what is not included in the licensing and provide the anticipated costs for the next three years license and/or maintenance renewals.
3. Please provide the network specifications required for the proposed solution to function optimally. Please include DHCP and DNS readiness and TCP/IP Port requirements.
4. Please discuss how reports are created and generated by the proposed system. Please include a description of the reporting tool and any other options or software that may be needed or desired for the proposed solution. Additionally, include a description of any reports that are delivered with the proposed system and a description any report writing features would allow for the easy construction of reports without technical or basic programming knowledge.
5. Please specify any custom reports required by the proposed solution. Please define 'Custom Report' and provide, in the cost schedule, a line item for additional custom reports and modifying an existing report.
6. Please describe any Graphical Performance Indicators, such as dashboards, that the proposed solution would provide as quick views of system overall status. If provided, please discuss the configurability of the Performance Indicators.
7. Please describe any system notification features that do not require an end user to access the proposed solution.
8. Please describe the Import/Export Capabilities and available file formats of the proposed solution.
9. Please provide an estimated system load and storage growth for the proposed system's application and database servers.
10. Please describe a typical software upgrade for the proposed system. Include an anticipated release schedule or Normal periodicity for required actions to keep the proposed solution up to date.

11. Please provide recommended actions or configurations for the proposed system, such as, Back-up and recovery steps or loss of a host server, which would be suitable for a Continuity of Operations Action Plan.
12. Please describe any system testing performed. Please include the results and any industry or government Certifications or compliance – both Petroleum industry and Information security certifications desired.
13. Please describe the audit ability of the proposed system. Please include dipping and reconciliation operations.
14. Describe the scalability of the product and what would be necessary to expand the system.
15. What equipment, software, training, settings, etc,... would the County reasonably need to provide for the optimum environment
16. Describe a typical Go-Live process. Will a technical support liaison be on-site for Go-live?
17. Discuss the application implementation methodology including vendor requirements for on-site and off-site resources, standard practices, anticipated timeline, and incident reporting requirements, escalation procedures, billing, and description of a standard work week. Detail any additional costs related to reporting, scripting, or travel. Also, provide statements regarding implementation team composition and expected County participation. Will the vendor's implementations manager be involved in the final contract negotiation?
18. Please describe how human input errors are resolved, such as duplicate manual entries, and how they are logged for auditing purposes.

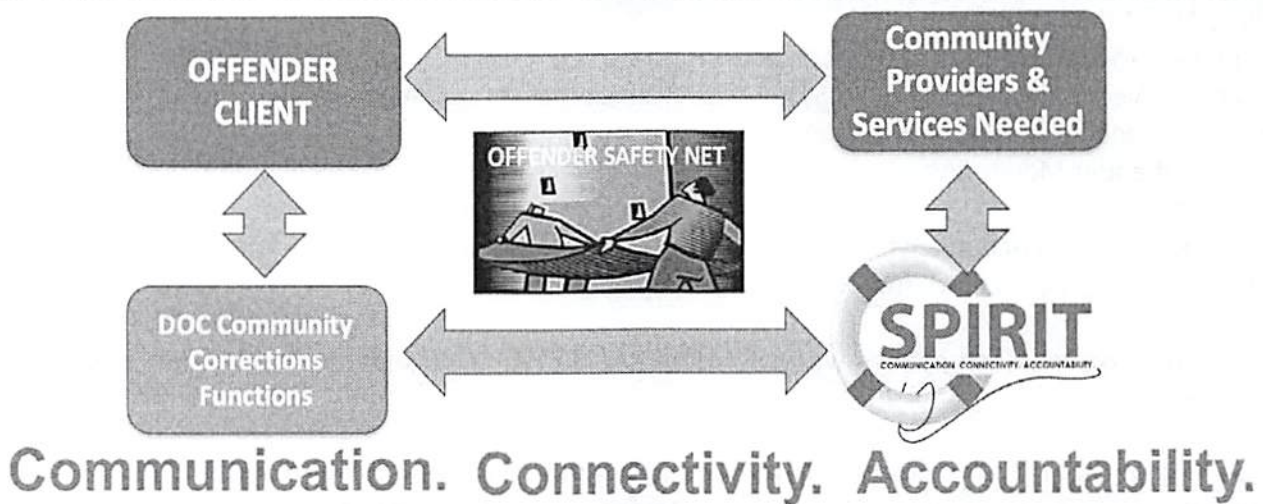
**QUESTIONS and TOPICS to be specifically addressed:**

1. Provide detailed description of the ownership and access by Escambia County Corrections to data and information collected by the proposed software solution both during and after contracted service.
2. Provisions for Software Escrow.
3. Access by Escambia County Officials, to review corporate financial statements.
4. Service interruptions
5. Software and System Updates and Maintenance
6. Access to new functionality as it becomes available
7. Incident Response
8. Company policy regarding the handling of Personally Identifying Information (PII)
9. Security of Software/data/datacenter/ physical security
10. Cost of any Credit card services proposed.

### 3.0 RESPONSE TO EXHIBIT A

- The Contractor/Provider shall provide an innovative Supervision Solution for Community Corrections. The proposed solution shall be operational 24 hours a day, 7 days per week, supporting the Community Corrections functions of Misdemeanor Probation, Pre-Trial Release, Pre-Trial Diversion, Check Diversion, Work Release, Accounting, and Community Service.

The SPIRIT solution is operational 24 hours a day, 7 days per week, with over a 99.8% uptime record over the last 12 months (0.02% includes system upgrades and scheduled maintenance) for supporting the Community Corrections functions of Misdemeanor Probation, Pre-Trial Release, Pre-Trial Diversion, Check Diversion, Work Release, Accounting, and Community Service.



- There will be a minimum of 50 users, and our emphasis is on an innovative Supervision Solution that is designed to interface with and share data with other local agencies, i.e., our Clerk of Court and our Jail, along with other calendar based systems. Community Correction employees are based primarily in three buildings/locations and are connected by the Escambia County computer network. The Community Corrections Division serves a minimum of 4500 to 5000 offenders daily.

SPIRIT will provide to Escambia County Corrections a flexible and innovative case management software solution for corrections, available to a minimum of 50 users, that is both vertically scalable for internal user growth and horizontally elastic, easily allowing for a growing number of clients and partner users. Spirit Case Management Solution (SCMS) is geared for future growth by staying ahead of the curve with new components being added for continuous game changing results. SCMS can interface with and share data between other critical partner system via traditional file sharing methodologies or our industry standard API.

- The case management part of the Supervision Solution should have the capability to accommodate a single name record entry and be able to track all case management, accounting, Community Service, Offender Services and detention management activities for that name record. It shall also be able to provide file storage, electronic email,



**calendar, network printing, electronic document imaging, auditing, and management services. Both On-Premises and Cloud based software components will be entertained.**

SPIRIT's platform is a Cloud based service because of the immense advantages from a Cloud delivery methodology and is very different from most software products available in the marketplace. Instead of using an existing rigid framework, SPIRIT utilized advanced software architecture techniques from the ground up with the desire to avoid browser and hardware issues that stem from system upgrades.

SPIRIT offers tool sets and features for:

- \* Fully configurable Case Management for tracking & reporting on all activities for each name record
- \* Real-Time Referral Matching and Case Assignment
- \* Assessments and Automated Scoring
- \* Universal Calendar and Appointments
- \* Document File Storage at the Client and Case levels with Network printing
- \* Customized Real-Time Reporting
- \* Dashboard for Administration
- \* Case Updates, Task Lists, Notes
- \* Notifications, Alerts, and Messaging -In-System, electronic email, or text messaging
- \* Universal Consent/Release of Information
- \* Provider & Offender Monitoring
- \* Contact Logs
- \* Case Plan Building with Action Lists
- \* Follow Up via Surveys plus much more...

SPIRIT's platforms are in compliance with NEIM, HIPPA, FERPA, COPPA, and other national privacy laws and standards.

The matching of clients to the correct providers is a foundational feature within SCMS. The system has a client and case creation section within its user interface allowing for specific data to be collected. This data is critical in properly identifying and matching the client to the appropriate evidenced-based intervention based on their personal specific needs. Age, gender, interests, issues (risk factors), location, language, transportation, payment type and others are all taken into the algorithm for determining the best match for the client based on the specific providers approved. Within the referral portal, the matching data pieces are displayed, easily alerting the user as to why the match is a good match and then leads them to make an intelligent referral to a provider with the highest probability for success.

- **The Contractor/Provider, if applicable and/or available, shall provide a fully integrated mobile communication component for offenders to communicate with Officers.**

Spirit provides fully integrated mobile communication between offenders and Officers that includes system generated text/email for compliance related activities; tasks, reminders of appointments, case plan monitoring, surveys, assessments and user generated text/email messaging from offender to Officer.

- **The Contractor/Provider, if applicable and/or available, shall provide a fully integrated mobile communication component for Officers to communicate with Offenders.**

Each user is assigned a secure portal through which they can manage cases, including communicating with offenders assigned to their case load. Spirit provides fully integrated mobile communication between Officers and offenders that includes system generated text/email reminders of appointments, case plan monitoring, surveys, assessments and Officer generated communication via messaging or email. Improving communication, connectivity, and accountability improves outcomes.

- **The service shall be inclusive of innovative technology, i.e., calendars, offender recognition via voice and/or visual identification, equipment, systems and related support services, data storage, real-time controls, live monitoring, continuous updates and support services, and shall be fully supported by twenty-four hour passive monitoring.**

Alerts via texts/emails power the unique notification center built in to SCMS's interface allowing for constant 24 hour passive monitoring and communication to take place with "Live" real-time updates. Alerts are generated at all major points of contact for the client, provider, and agency. When new clients are created, appropriate users are notified that a new case is added. Others can also choose to be notified when new providers or agencies are added.

When a referral is sent out through the SCMS referral portal, the referring agency and provider are sent a series of alerts and notifications including acceptance/denial, updates, closed cases, or when case documents are uploaded. There are also alerts for inactivity in the system. If a referral sits too long without acceptance or denial, then an alert is generated to the provider and the agency letting them know action is needed. If no action is still taken, the referring agency will be notified to re-refer the client to the next best provider or service. This is done to ensure no client falls through the cracks of systems in place any longer.

SCMS also has the ability to allow scheduling through several features. The referral portal has the ability to alert real-time dates and times of availability, as well as method of contact for the client, where to show up, and any documentation the provider uploads (which can be printed or emailed to the client). This ensures easy scheduling and cutting down on long periods of waiting on returned phone calls, emails and faxes.

Another tool for scheduling is through the appointments section of SCMS. Appointments can be added and generated for the provider as well as follow-up appointments for the agency. Once placed in the system, reminders will be generated to the offender, agency and the provider for the appointment scheduled. Additionally within SCMS, is a universal calendar feature allowing for real-time appointments and schedules to be uploaded and shared between the collaborating partners within SCMS. Agencies can see upcoming appointment times available and book those times for one of their community partners or providers. These tools ensure scheduling of appointments and communication alerts all take place when it matters.

Offender voice recognition and facial recognition is not currently supported in Spirit's system as the technology currently fails to deliver enough accuracy and reliability to enhance the already existing methods Spirit uses in accomplishing high levels of accountability for offenders and case workers, as well as the service providers.

- **The Contractor/Provider shall provide, at their own expense, all applicable on-premises systems and equipment. All services provided shall be in accordance with Florida Statute 815, or any other applicable Florida Statute, the Escambia County Board of County Commissioners, the Escambia County Department of Corrections, and the Community Corrections Division, rules, regulations, policies and procedures.**

To use the SPIRIT software system, no special equipment is required other than a device that connects to the internet as the technology is totally web-based and available on any smartphone, tablet or pc. Since SCMS is a total web-based application, the process to access SCMS from most devices equipped with IE 7+, Mozilla Firefox, Google Chrome or other modern web browser and an Internet connection are the only requirements.

All services provided by SPIRIT will be in compliance with Florida Statute 815 ("Florida Computer Crimes Act"), plus other rules, regulations, policies and procedures for providing services to EC DOC.

- **The Contractor/Provider shall provide a general history and description of their firm/agency, including the number of years they have been engaged in developing and supporting criminal justice case management systems,**

Since 2011, SPIRIT has been focused on delivering user-friendly, fully configurable, scalable, collaborative web 2.0 platforms for providing real-time tools and features based on user and client needs to government agencies and their partners, which included criminal justice case management. After participating in hundreds of meetings with probation/parole officers, correction administrators, judges, case workers, mental health professionals, law enforcement officers, and social service providers, we discovered major breakdowns and bottlenecks in the areas of communication, connectivity, and accountability between these groups. Overwhelming feedback shows continual problems such as private information being shared in violation of federally mandated standards and communication between agencies taking place outside of the system due to system failure and busy schedules. Massive inefficiency and cumbersome paper files continually bog down the staff, therefore stealing valuable time that can be used to better help the offenders assigned to their caseloads.

The crucial element missing in the other existing case management systems is a true real-time connection that is present in our SPIRIT Case Management System (SCMS) for providing communication, connectivity and accountability at levels never thought possible. These tools are being actively used as a part of case management and care coordination networks in FL, NV, and TN including Leon County, Orange County and Osceola County in Florida.

- **... number of employees, organizational structure, and background of principal personnel. In addition, they shall provide résumés for their personnel assigned to work with Escambia County denoting whether the person is an active employee of the Contractor/Provider.**

#### **Staff Qualifications**



SPIRIT currently employs 17 active professionals including two sales people, six technical support personnel, four research and development staff, and five service department experts with the capacity for additional hiring as needed. Key staff resumes are included in Attachment 1.

- **Provide Corrections staff with the opportunity to track an offender and be able to confirm the date, time, and location of a tracking event. In addition, these services may have the capability of being accessed through a secure internet connection and fully supported by a secure database for transactional records.**

Spirit has the capability to allow a mobile text transition to and from the offender with reporting on the date and time of the transition. All transmissions of data to and from the Spirit system is encrypted both in transmission and at rest providing with a high level of secure exchanges. All data fields within Spirit have full capability for record access or reports of all data components inputted.

- **The fully integrated mobile communication component shall ensure that if an offender tampers with the communications component or fails to comply with any rules of passive offender tracking (inclusive of exclusion and inclusion zones), that the proper notifications will be generated for offenders and staff**

Spirit fully integrated mobile communication component does not have any features that would give a user or offender the possibility to tamper with the system. Accountability can be achieved via real-time text check-ins with photo requests to offenders documenting location as well date stamping of correspondence; all accomplished in real-time for passive monitoring response requests. Spirit contains a robust notification component for all accountability actions and use of the communication software.

- **Provision that a live person can respond to any Corrections Staff questions regarding notifications.**

SPIRIT's team delivers a high level of communication with system users and our customer service staff are available to assist as needed with multi-level response capability to Corrections Staff Questions via text, email or "live person" phone calls. SPIRIT will develop a custom SLA for Escambia County specifically covering the level of customer support requested. All of our customers can verify how responsive our team is to any questions or issues that may arise although issues rarely occur. This RFP's requested level of 24/7 support will be provided.

- **It is also preferable for it to provide ability for Offenders to make credit card payment for fines, fees and restitution from a secure smart phone application,**

With the contract award Spirit will hold a deep dive requirements meeting to make sure the requested financial components are available to Escambia County. The time frame on our deliverables for the financial component of the RFP would be 60 days after the go-live date to make sure we completely include and satisfy the existing and new requirements arising from use of SPIRIT.

- **Automatically provides date, time and location information for all offender activities, meetings, and appointments to offender via a secure native smart phone application; have the ability for offender to update their address and employment information from a secure native smart phone application; provide a native smart phone application for offenders which requires two factor authentication including server side bio-**



**identification without the use of additional hardware add-ons to phone;**

SPIRIT via the offenders' portal will automatically be provided date, time and location information for all offender activities, meetings, and appointments to offender via a secure native smart phone application with ongoing email or text reminders allowing confirmation of appointment attendance in advance to remedy any deficiencies; therefore preventing a large percentage of the offender technical violations, which is normally fueling correction recidivism rates. Spirit also has the capability of two factor authentication. Additionally, SPIRIT will send reminder text messages for reducing offender no-shows and any potential technical violations. This feature increases work flow outcomes and efficiencies by notifying case workers or probation officers of any attendance disruptions before they occur.

Central Florida Cares Network did a resent case study of using text reminders versus email reminders and they found using text reminders decreased their appointment no shows from 55% to 11%.

**...provide functionality for monitoring offender location and curfew with the use of Geo-fencing; and provide the ability for offenders to submit a Contact based on agency administered questions, offender category and contact type.**

Since, the SPIRIT system has full communication, connectivity and accountability to all users both on the agency side as well as all offender notification updates, this functionality would be available via uploaded reports from any GPS Monitoring devices being used in Escambia County Corrections. All agency administered questions can be submitted by the offenders via the offender's portal with full access to the case workers assigned to each case. Since, the system can provide assessments and surveys to offenders monthly, weekly, daily or even hourly there is very little that could not be accomplished in real-time. Real time check-in with geo-coding is an option.

**The Contractor/Provider shall provide the following regarding Case Management: Meets APPA Case Management functional standards.**

- **Unified assessment, case planning, and programs; Workflow driven system; Single application with common user interface for pretrial, diversion, probation case management and community corrections programs, and provider portals;**

SPIRIT provides unified assessments, case planning and programs as a workflow driven system as a single application with common user interfaces for pretrial, diversion, probation case management and community corrections programs with individual provider portals for delivering desired outcomes.

The utilization of common assessments can be configured and accessed by users of SCMS and can be modified if necessary to meet any state-level policies or if extra data is required. In this same manner, other assessments can be easily built through SCMS and administered through the system and stored for comparison scoring or case review.

Through this tool, referrals can be automatically generated based on the scores and results. If a client of an organization scores high in drug use for instance, then a drug service can be automatically generated through the **Referral Portal**.

Assessments stored within the case level for the client are only viewable and accessible by the organization(s) that have proper access and permissions to view the client's case. These assessments, with the options of initial, reassessments or transition/discharge, allow for multiple assessments to be administered, and then later

compared through an automatic acuity score calculation. These assessments can be printed, emailed or stored to ensure the tools are available whenever and however you need them.

Through the assessment feature, critical care plan data can be shared as a means to support best practices and multidisciplinary teams to treat the whole needs of the clients.

### **Systems Integration**

SPIRIT has considerable experience integrating with many electronic information systems. Integration is handled case by case because of the details and specifics of each integration request may vary substantially. SCMS has a full system data map and is built with the capability to expand while keeping itself secure, thus making it capable for out-of-the-box implementation. The data map and interface set up will be updated as system customization requirements are gathered and coded.

SCMS has been built to provide extreme customization, giving customization abilities during the implementation process, the development side, and also to the end user. An administrative user for an organization with proper permissions in place can configure their own client and case level fields, thus making their system easily implemented and matched with their current systems in place if desired. Field matching becomes a simple process with this feature, as we know each and every organization has specific needs and data they desire to collect.

All of this happens in a secure environment that is user-friendly and easy to pull reports on any or all data fields.

- **Fully integrated offender smart phone application; Integration broker and standard API; Full text search of documents; Automated workflows, tasks, alerts, and work queues; Process driven Contacts with contact compliance; Weighted Caseload Management;**

SPIRIT provides a fully integrated portals for use by authorized users; offenders, staff, administration, approved partnering agencies. SCMS is accessible on web enabled smartphones, tablets, or pc. SCMS offers workflow management based around County desired flow of operations. Task and alerts can be system generated based on workflow and/or user generated. Tasks, cases, referrals, and other actions appear in user queue notifying receiving party of the new item, with acceptance/rejection/request for more information options present to further the workflow.

### **Interfaces**

Interfaces with other application systems and subsystems will be facilitated via the SPIRIT import and export functions. The base specification for any import and export functions with SPIRIT for specific links to other systems will be outlined in other technical requirements documents as separate projects detailing related separate costs.

As per questions and answers during the site visit meeting on February 23<sup>rd</sup>, we were advised to include the broker and standard API costs as a separate component cost. SPIRIT has vast experience in automation of workflows, tasks, alerts and work queues with most of these already incorporated in the base software platform offering. SPIRIT will provide process driven contracts with contact compliance and already utilizes weighted caseload management features.

- **Provide outcome reporting that includes recidivism rates, program effectiveness, and contact compliance; A confidentiality component; A system to manage data, analyze**

**processes, and store best practices; and a system that collects Structured Data; A well-designed, automated system that provides the ability to measure outcomes;**

### **Reporting Requirement Capability**

SCMS places the power in the user's hands to create as many reports as needed based on any data inputted in the system. Through the custom report builder feature set, reports can be easily created with built-in key criteria. Some of these criteria are: recurring, date generated reporting, specific clients, date range of report, and filters are present to even further specify the data desired for the report. These reports can be named, saved, and sent on the scheduled dates and time to specified emails.

These tools are very specific to SPIRIT's solution, ensuring data can be compiled and reported on with ease and efficiency. With every data set possible for bundling into reports, measuring outcomes notated in cases by staff require just a few minutes by non-technical staff to design, run, and even schedule for re-occurring publication. Timeliness standards, such as time between case open and initial assessment, can be reported upon to examine efficiency of operations. The age, or length of time open, and acuity of a cases can be reported on by agency, unit, or user to examine case load balancing. Case status, case closure, client recidivism rates and a host of other reporting publications are present and possible due to the ease of use.

- **Provides role-based dashboards; Integration with Outlook for appointments and alerts; Provide ability to toll supervision term in compliance with federal, state, and local statutes, rules, or procedures, and calculate new end date;**

### **Systems Integration**

Spirit can offer the expanded ability to integrate appointments with various popular calendaring/appointment systems. Integration is handled case by case because of the details and specifics of each system integration request vary substantially. SCMS has a full system data map and is built with the capability to expand while keeping itself secure. The data map and interface set up will be updated as system customization requirements are gathered and coded.

Each user has a security role based Admin page that gives them an overview of the activity relevant to their role; their queue, case load, unit, or division. Admin and Super Admin users have access to graphic representation dashboards.

- **System must be browser independent and require no client side plug-ins.**

Since SCMS is a total web-based application, the process to access SCMS from most devices equipped with IE 7+, Mozilla Firefox, Google Chrome or other modern web browser and an Internet connection are the only requirements. SCMS requires no client side plug-ins.

- **Provide the ability to track progress, compliance, and completion on referrals for services, programs and community service; Produce information that permits monitoring conformance with performance and offender behavior standards;**

Each organization signing on with SCMS receives their own unique, configured portal allowing them to add/edit/delete their own clients, submit real-time referrals through their referral portal, add/edit/delete cases, schedule appointments, approve providers and partners, share information through a secure environment with proper consent in place, view providers' upcoming appointments in real-time, create custom reports, view a real-time dashboard, ensure quality control with surveys, receive notifications and

alerts for provider interactions with their clients, add/view/share case notes and updates from partnering agencies and providers, and utilize other tools all perfecting the communication, connectivity and accountability of the agency utilizing SCMS.

With proper permission level access and consent in place, agencies and providers can be connected through one cloud-based interface for producing information that permits monitoring conformance with performance and offender behavior standards via a collaborative case update component.

- **While we understand that the innovative case management computer software program may need to be customized to meet our needs, and we prefer an off of the shelf solution that can provide excellence in case management, reduce rework, eliminate duplicate and repetitive input processes, reduce mistakes, and run accurate reports. This will allow for higher efficiency and accuracy, enhance customer service, and enhance the tracking of cases throughout the Community Corrections division.**

In order to provide a solution for a EC DOC, Spirit will provide it's solely-owned and hosted web-based SCMS COTS service that has been designed and tailored to address the needs for ease of data entry, data efficiency and subsequent data collaboration with excellence in case management, reduced reworks, elimination of duplicate and repetitive input processes that will reduce mistakes and deliver validated accurate reports. Throughout the Community Corrections division, SPIRIT will provide higher efficiency and accuracy for enhances customer service as well as enhanced tracking/monitoring of cases.

SCMS is a one of a kind software program with real-time portals for properly and accurately matching clients to services. Through SCMS's referral portal, agencies have access to community service information instantly. Matching a client based on a single issue is not enough. Other factors must be considered. Those factors can be the difference in connecting clients to the proper help and services without losing track of the client.

Additionally, SCMS offers structured case management with data defined fields that can decrease common free form text entry mistakes and make data more usable in reporting and tracking. SCMS is extremely user friendly and contributes greatly to efficiency.

- **It is preferred that the innovative case management software computer program is user friendly, and that it provides a component for an Offender Risk Assessment to be completed for offenders for specific programs, i.e., the Florida Pre-Trial Risk Assessment.**

One of the most common and frequent comments received from users of SPIRIT is, the software is so innovative with game changing features but extremely user friendly. A new staff person after training will achieve a beginning level of competency without a few hours of use.

SPIRIT is a COT system that is extremely robust on the back end so that it is very user friendly to the end users for providing a cutting edge innovative case management computer software program.

## **Assessments**

The utilization of common assessments can be configured and accessed by users of SCMS and can be modified if necessary to meet any state-level policies or if extra data is required. In this same manner, other

assessments can be easily built through SCMS and administered through the system and stored for comparison scoring or case review.

Through this tool, referrals can be automatically generated based on the scores and results. If a client of an organization scores high in drug use for instance, then a drug service can be automatically generated through the **Referral Portal**.

Assessments stored within the case level for the client are only viewable and accessible by the organization(s) that have proper access and permissions to view the client's case. These assessments, with the options of initial, reassessments or transition/discharge, allow for multiple assessments to be administered, and then later compared through an automatic acuity score calculation. These assessments can be printed, emailed or stored to ensure the tools are available whenever and however you need them.

Through the assessment feature, critical care plan data can be shared as a means to support best practices and multidisciplinary teams to treat the whole needs of the clients.

- **Another user friendly component that is preferred is for the innovative case management software computer program to provide a multi-language Court Appearance telephone notification system for offenders to reduce the number "failure to appears" for court and appointments, and to inform the offenders of any important alerts.**

Through SPIRIT's notification portal to the offenders it is totally possible to transmit notifications in order to reduce the "failure to appear" as well as informing them of any important alerts. Notices can be sent in the languages designated in Client Case.

- **It is preferred that the innovative computer software program will have the capability to provide a "Kiosk" or other form of offender check in for Community Corrections.**

SPIRIT has provided similar intake "Kiosk" capability to other county users of SPIRIT and can do the same for EC DOC. For tracking check-ins SPIRIT can provide real-time offender photo upload requests with geo-tagging and text messaging capability.

- **It is preferred that the innovative case management software computer program is user friendly, and that it provides a component for an offender be notified of events and appointments. Examples of events and appointments include random substance abuse testing, Office Appointments, Court dates, and other ordered services.**

SPIRIT has a full calendaring component for monitoring all sorts of events and appointments including but not limited to random substance abuse testing, Office Appointments, Court dates, and other ordered services.

SPIRIT is very user friendly in providing notifications to the offenders of upcoming events, appointments, random substance abuse testing, office appointments, Court dates, and any other ordered services. Plus the SPIRIT system allows for the offender to confirm or deny their attendance therefore alerting PO's or case workers, before the event of any oncoming technical violations or no shows which can be dealt with for preventing lost time of inefficiencies from no shows. This also show proof that the offenders were aware of their appointment so that they can no longer say, "I forgot" or "I did not remember". Statistics show SPIRIT's

notifications thru text and emails, can reduce non-compliance by up to 75% with the notifications components built into SPIRIT's software system.

- It is preferred that the innovative Supervision Solution is user friendly and can produce detailed and summary lists of financial transactions (e.g., fee, fine, restitution receipts, court cost assessments, fee assessments, monetary judgments, and voided transactions) for specific cases and offenders over specific periods, produce summary for each cashier including totals for each type of payment (e.g., cash, check, credit card, fee waiver, electronic funds transfer, lock box); allow full, partial, and installment payments by various methods (e.g., cash, check, credit card, fee waiver, electronic funds transfer, lock box).

SPIRIT has a basic built in a financial tracking component with the potential for full integration via industry standard API to EC financial management solution, but in order to better satisfy the listed special requirements, our team will work directly with the agency department to develop an innovative financial package for best accomplishing desired functionality.

- The Contractor/Provider shall provide the following reports immediately upon request, i.e., Violation Reports, Daily and Monthly Usage Reports, Offender Reports, inclusive of demographics, case notes, recidivist information, offense, type of offense, judges, case number, length of supervision, type of release from incarceration, type of discharge, i.e., successful or unsuccessful, etc., financial reports, offender payment sheets, monthly financial accounting reports reflective of daily, weekly, monthly and yearly collections and financial transactions; Officer specific caseload reports, Equipment/Inventory Reports, and any statistical and/or operational reports deemed necessary by Escambia County Community Corrections. They shall also provide the support of uploaded reports in Microsoft Word, or any other acceptable format.

### **Reporting Requirement Capability**

SCMS places the power in the user's hands to create as many reports as needed. Through the custom report builder feature set, reports can be easily created with built-in key criteria. Some of these criteria are: recurring, date generated reporting, specific clients, date range of report, and filters are present to even further specify the data desired for the report. These reports can be named, saved, and sent on the scheduled dates and time to specified emails.

The reporting data fields are open to any data within SCMS. The power this opens is a report that can be built and generated to properly track the human of the services, client care, and other key factors desired to be reported on. All client and case fields, as well as consent, assessment and case plan updates fields, can be generated in the report.

These tools are very specific to SPIRIT's solution, ensuring data can be compiled and reported on with ease and efficiency. Another key reporting feature is SCMS's real-time dashboard. To monitor the success of program and client outcomes in today's hectic marketplace, users or organizations must have access to key data in moments. SCMS's visual dashboard provides that access. If desired, this dashboard can be shared via security rights with staff to create a transparency that fuels a culture of accountability and results. The same

is possible should there be a desire to publish this data on a public website by agency administrators as a way to comply with open government initiatives.

Although SCMS puts data at the finger tips of the user, we also provide support to users as well. This can be in the form of Ad Hoc reporting and special data extracts as the need arises.

- **The Contractor/Provider shall provide Staff with extensive domain expertise in evidence based practices and outcome analysts; Ability to supply an integrated solution of professional services supported by software as services; technical expertise to perform data migrations and system-to-system integration.**

SPIRIT experienced staff and consultants have extensive expertise in evidence based practices and outcome analysts. Data migrations and system-to-system integrations are a part of SPIRIT but the unknown factor individualizing this delivery is the agency's currently used software limitation and age of technology. SPIRIT will work with EC DOC to accomplish this based on currently used individual system's capability and limitations. Therefore this has been broken out of pricing as an option feature to consider. SPIRIT has the capability including API exchanges, but the unknown factor is the agency's current system capability and spec details.

- **Regarding system implementation, if applicable, a software service level agreement is required, with clearly defined deliverables.**

SPIRIT's team will work with EC DOC to develop a customized SLA for meeting the support service level requested. See sample SLA - Appendix 2.

- **The Contractor/Provider shall describe the system's overall functionality, components, services, abilities,**
- **Client Management Services**
  - Client specific tracking of intake process, including program entry and exit
  - Socio-demographic data, including capacity to record family and household relationships
  - Retention of client specific historical data
  - Outreach Program Client Management: Ability to house incomplete records with a process for adding records to primary database when record is indicated complete
- **Case Management**
  - Client specific assessment of needs toward establishing a "no wrong door" methodology
  - Retention of client specific historical data
  - Ability to track client specific goals and outcomes
  - Ability to share client level legally shareable data across agencies after obtaining proper consents.
- **Flexibility for data sharing to accommodate agency selected data element masking (ability to close part or all of a client record to other agencies).**

The SCMS will consist of a web-based, Case Management software service.

SCMS has many features designed to handle individual care plans, updates and referrals to providers in the community. The first tool is a sophisticated, first-of-its-kind **Referral Portal**. With this tool, a user of an organization, agency or provider can enter a client's key criteria, such as age, gender, language, issues, interests, location and others, and see in real-time, services available in the community. Through

this referral portal, users can begin to select services based on the matching criteria presented, thus matching clients with providers that offer the best appropriate services for each client.

This process can be used to refer to multiple providers in order to properly build a care plan for the client. This, however, is just the start. SCMS's alerts are generated immediately once a referral is sent and the provider then has a specific amount of time to accept or deny the referral. Once accepted or denied, an alert is sent back to the referring agency, alerting them the referral has been accepted or denied. These alerts hold both agencies and providers responsible for referring clients, thus ensuring clients don't fall through the cracks.

This process leads to the next phase of the process – the **Case Plan Update** section of SCMS which ensures that proper care is provided. In the case plan update section, users can enter specific notes for referring agencies, other providers, or mark them private for **only** their own internal use. These notes can then be responded to by the referring agency/collaborating partner and communication can take place through this secure tool.

SCMS also provides the ability to create follow-up appointments, unlock the case to collaborating agencies/providers, add watchers who cannot access data but can be alerted to progress, and many other features ensuring connectedness of the client.

SCMS features an easy-to-use interface ensuring proper management of data and care of services, and can be broken down into two main sections in regards to displaying and storing client data: the client section and the case section. The client section hosts and displays information such as:

- . Key demographics
- . Family information
- . Payment type information (including types of Medicare/insurance)
- . Location information (including cross-streets if client is homeless)
- . Client ID's
- . School information
- . Work information
- . Personal identifiers

There is also a custom field builder where data fields can be added to provide additional information as needed.

All records and data for the client stored within SCMS can be archived at any time. Client information that is archived will be removed from the live display and placed in an archive section that can be searched and restored to the live display at any time.

All information within SCMS is date stamped and recorded. Through a step-by-step process, users can input case data. The data fields created in either the client or case sections are all displayed, kept secure, and properly backed-up in order to ensure data is ready when and how it needs to be accessed. With the ability to create custom fields present for all client and case level fields, the user can be confident the data being collected is refined to their exact needs and specified requirements.

Also displayed within SCMS is the ability to track historical data for clients in regards to their service history. With proper consent in place, an agency/provider can view previous cases, appointments, assessments, and services that were assigned to the client.



SCMS has many features designed to handle individual care plans, updates and referrals to providers in the community. The first tool is a sophisticated, **Referral Portal**. With this tool, a user of an organization, agency or provider can enter a client's key criteria, such as age, gender, language, issues, interests, location and others, and see in real-time, services available in the community. Through this referral portal, users begin to select services based on the matching criteria presented, thus matching clients with providers that offer the best appropriate services for each client.

This process can be used to refer to multiple providers in order to properly build a care plan for the client. This, however, is just the start. SCMS's alerts are generated immediately once a referral is sent and the provider then has a specific amount of time to accept or deny the referral. Once accepted or denied, an alert is sent back to the referring agency, alerting them the referral has been accepted or denied. These alerts hold both agencies and providers responsible for referring clients, thus ensuring clients don't fall through the cracks.

This process leads to the next phase of the process – the **Case Plan Update** section of SCMS which ensures that proper care is provided. In the case plan update section, users can enter specific notes for referring agencies, other providers, or mark them private for **only** their own internal use. These notes can then be responded to by the referring agency/collaborating partner and communication can take place through this secure tool.

SCMS also provides the ability to create follow-up appointments, unlock the case to collaborating agencies/providers, add watchers who cannot access data but can be alerted to progress, and other features ensuring connectivity of the client.

- and processes for information security,

#### System Security

- Integrated technical safeguards to ensure a high level of privacy and security, including
- Data encryption while in transmission as well as while it is at rest
- Administrator controlled user name and password access
- Automatic timeout/log-off
- Administrator controlled user level read, write, edit and delete capabilities
- Administrator controlled user level module and sub-module access
- Automated audit trail
- Information Security Industry Standard encryption and SSL certifications (currently 128-bit)
- All technical safeguards required to be HIPAA compliant

- **The Contractor/Provider shall pay all costs associated with shipping (delivery and return) and for all of the equipment/supplies provided.**

Since SPIRIT is a web-based solution that will use existing equipment/supplies there would be no shipping costs involved.

#### **Equipment**

Since SCMS is a total web-based application, the process to access SCMS from most devices equipped with IE 7+, Mozilla Firefox, Google Chrome or other modern web browser and an Internet connection are the only requirements.

The EC DOC Services will be responsible for procuring equipment for the XYZ County Department of Human Services staff. The EC DOC will rely on the SPIRIT to provide basic system (hardware) requirements as part of the implementation process.

- The Contractor/Provider shall provide *24 hour technical support, 7 days per week, and on holidays, via telephone, email, or cell phone.*

SPIRIT's team will provide requested level of 24/7 support via chat, email, or phone.

- The Contractor/Provider shall provide on-site training for Escambia County Community Corrections staff.

SPIRIT's proven delivery methods include strong project management with onsite presence and executive team oversight each step of the way.

SPIRIT's team will provide requested level of on-site training with a full implementation and training plan described in this document at Part 5 Question and Answer #17.

- The Contractor/Provider shall ensure that qualified personnel are available to provide expert testimony as requested or subpoenaed, at their expense. They shall also notify Escambia County Community Corrections immediately of any testimony or subpoenas associated with Escambia County Community Corrections.

SPIRIT's team ensures that a qualified staff person would be available for providing expert testimony as requested or subpoenaed, at their expense concerning the validity or quality of the software system data reporting or other related SPIRIT components that might be supported by such testimony.

With the data logs of all contacts and notification contact between offenders and EC DOC staff, it will be data documented as to the accountability built into the SPIRIT for providing to the court cases with the facts to aid in the processes.

- All Contractor/Provider employees must satisfy all requirements for FBI and FDLE background/ security checks, and must have acceptable clearance by the Escambia County Board of County Commissioners.

With the current existing contracts SPIRIT has with Leon County Sheriff's Office, Orange County Health Department, XYZ County Health Services as well as other across the nation SPIRIT staff can satisfy all requirements for FBI and FDLE background/security checks and ready to receive acceptable clearance by Escambia County Board of County Commissioners.

SPIRIT's work with Orlando United Assistance Center as the chosen software of all the 500+ referrals processed for the Pulse Night Club victims required received high level clearances from Orange County and direct data validation by FBI.

**Proposals:** Please make sure the proposal includes (not necessarily limited to) to the following information:

Outline of daily costs to offenders for monitoring, please be sure to include any and all potentially applicable charges

The beauty of SPIRIT is there is not an extra cost added on to the system license price for monitoring an offender. There costs are all included as components of the SPIRIT Software License Fee as shown in the Cost Proposal details and breakdown attached as Attachment 6 Cost Proposal.

**a) List of compatible hardware devices**

Any authorized or clearance level user of SPIRIT for this toolset, would have secured access to the assessment components and the data derived in multiples of ways, as long as they can access the internet (smartphone, tablet, laptop, PC, etc.).

**b) Highlight of security features that are included in the software**

**System Security**

- Integrated technical safeguards to ensure a high level of privacy and security, including
- Data encryption while in transmission as well as while it is at rest
- Administrator controlled user name and password access
- Automatic timeout/log-off
- Administrator controlled user level read, write, edit and delete capabilities
- Administrator controlled user level module and sub-module access
- Automated audit trail
- Information Security Industry Standard encryption and SSL certifications (currently 128-bit)
- All technical safeguards required to be HIPAA compliant

**c) Description and/or outline of interface for offenders, other agencies and the department**

SPIRIT has extensive experience integrating with many electronic information systems. SCMS has a full system data map and is built with the capability to expand while keeping itself secure, thus making it ready to go for out- of-the-box implementation. The data map and interface set up will be updated as system customization requirements are gathered and coded.

SCMS is capable of real-time and scheduled batch interfaces.

SCMS has been built to provide extreme customization, giving customization abilities during the implementation process, the development side, and also to the end user. An administrative user for an organization with proper permissions in place can configure their own client and case level fields, thus making their system easily implemented and matched with their current systems in place if desired. Field matching becomes a simple process with this feature, as we know each and every organization has specific needs and data they desire to collect.

SCMS is designed with collaboration at the forefront. With proper privacy, security, encryption and consent in- place, multiple agencies, community partners and providers can all be linked together to help clients through a single cloud-based system. Each client gets a secure portal that allows them to interact with the person, or team, working their case as a way to increase communication, collaboration, and accountability.

Through SCMS agency, or provider has unique access for their own organization and their own unique portal configured just for them which allows no access to other organizations. All staff permissions and roles are set by the administrator of the organization to ensure no usage by staff without approval. Within each portal, the administrator can also select which providers they desire to be connected to and which agencies they desire to share specific cases with.

Here is an example of how multiple agencies and providers can both access a single client case inside of SCMS:

*A Client comes in to contact with Agency A. Agency A enters the client into SCMS through the New Client creation tool. Once created, Agency A then adds a new case for the Client and enters key data for their needs. Through the Referral Portal, Agency A then finds the best matching provider for the Client to be referred to. The match is Provider A. In real-time the referral is sent to Provider A with proper consent in place, who then gets notified of the referral. Once the referral is either accepted or declined and proper notification is sent back to Agency A, Provider A then has access to the Client and the current Case open for the Client.*

*Agency A later realizes the need to refer the Client out for another issue in addition to the one already sent, so they create a new case and submit a referral through the system to Provider B. Provider B now has access to the Client, but ONLY has access to the new case created for the Client. Provider A & B have access to the Client demographic information, social information, real-time appointments and schedule but only have access to the case submitted via referral to their organization. No other sensitive information can be accessed by Provider A or B. Provider A still has access to the case referred to them, but does NOT have access to the new case referred to Provider B. Agency B then comes into contact with the Client, and upon attempting to enter the Client into SCMS, is quickly prompted there is a duplicate record and they can be alerted to contact Agency A and the two Agencies can enter into collaboration for the Client.*

Through a tracking log of field edits, demographic and social information changes or updates can be seen clearly. The agency or user making the changes is noted to ensure no one alters data without proper access or reasoning and the previous data is displayed in case of err.

SCMS also allows different agencies and providers to simultaneously enter data for clients, ensuring proper handling of the data and communication between all parties.

- **The Contractor/Provider shall provide any additional information about their agency/firm that would be helpful in evaluating your proposal.**

In our 2015 RFP submission with Orange County, Florida, the SPIRIT team was informed that the Spirit Solutions, Inc. technical presentation to Orange County Procurement had achieved the highest score in the history of OC Procurement as the only 100% perfect score!

The most important additional information that can be provided about of company that would be crucial in evaluating our proposal is what SPIRIT has accomplished in other areas and should be our targeted expectations for Escambia County and Department of Corrections through awarding this contract for services:

**#1: Eighteen (18) Month Evidence-Based Case Study on SPIRIT's M.O.S.T. Project reports a 100% reduction in repeat offender recidivism since it's deployment in the State of Nevada.**

Case Study data shows after *eighteen (18) months* of using SPIRIT, M.O.S.T. has stated that **NONE** of those on case management had **recidivated back** into the criminal justice system.

**#2: On June 12, 2016 the deadliest shooting in modern U.S. history took place in Central Florida with 49 innocent people killed and 53 others wounded affecting millions of people. There was no handbook or written rules in place, so mass chaos and confusion infiltrated Orlando. A temporary emergency facility was set-up but there was no software data system to handle critical data to serve the victims of this horrible tragedy. Records and data collections were being hand-written on papers by volunteers with no training or systematic tracking or referral protocols.**

Orlando described their situation as havoc and chaos at a massive level. Within 23 hours of the phone call, the SPIRIT Team delivered a fully working case management technology system. SPIRIT changed the existing confusion into 500+ successful referrals being made with full accountability and reporting. SPIRIT assured all the recovery resources and services were properly and effectively administered to the victims and their families.

*"Without SPIRIT the collection of data, referrals and tracking was very confusing and difficult, to say the least. **SPIRIT was instrumental** in helping connect those who were hurt to services with communication and accountability."*

Donna Wyche, MS, CAP Manager Health Services Orange County, FL

**#3: To Successfully Reduce Escambia County DOC pipeline numbers of Offenders and Repeat Offenders!**

*"Best way to reduce recidivism is help offenders learn of and connect to resources in their community so they don't have to knock on the door of the criminal justice system."*

Professor Faye Taxman, Director of Recidivism Research, Georgetown University/ Interview via Vera Institute of Justice

**#4: Provide Evidence Based Tool Sets for delivering more effective alternatives to offenders and repeat offenders!**

*"The SPIRIT System builds a bridge between law enforcement and social service providers. This tool provides deputies another option to get people the help they need - it goes beyond just writing a report or taking someone to jail. We now have the ability to assist those who have needs and defer them from our correctional and judicial systems into programs that can help them. "*

Leslie Rabon, Leon County Sheriff's Office, Tallahassee, FL

**#5: SPIRIT assures and provides Real-Time comprehensive assistance to offenders as well as the victims of crimes!**

SPIRIT can provide to stakeholder users a full array of toolsets including an automated risk and needs assessment toolset with the capability of acuity scoring toward recommending individually tailored intelligent referral match options.

#6: Use of SPIRIT provides excellence in case management, reduces reworks, eliminates duplicate and repetitive input processes, reduces mistakes, and runs accurate reports. This will allow for higher efficiency and accuracy, enhance customer service, and enhance the tracking of cases throughout the Community Corrections division.

#7: Provide EC DOC Stakeholder users an automated single Validated Risk & Needs Assessment among all collaborating stakeholders with continuity for quality data reporting!

# 8: SPIRIT instills optimal utilization of related Escambia County resources thru their Communication-Connectivity-Accountability Tool Sets which will increase both effectiveness and efficiency!

*"SPIRIT assured the highest level of services being provided to the clients being served, including full reporting and tracking for managing critical recovery resources and services. The Spirit team provided the data base system needed to assure all the people involved in this tragedy received assistance." Donna Wyche, MS, CAP Manager Health Services Orange County, FL*

#9: Reduce EC DOC's high Violent Crime Rate by addressing & lowering Domestic Violence! (D.V. normally represents a very high % of the Violent Crime Rate)

#10: SPIRIT's reporting provides access to reliable accurate data and critical information to aid management for data driven decision-making!

## Execution Strategy

Spirit's strategy to deliver the services outlined in the Scope of Services would include the following key components:

- . Upon acquiring contract for services, our team will initiate a deep-dive dialogue and listening session on the detailed scope of services desired by EC DOC to solidify our understanding of the vision and expectations
- . Develop and publish a clear project plan schedule that complies with EC DOC's implementation Timeline
- . Work with the project manager to match resources to requirements and focus on knowledge transfer to key staff as of project kickoff
- . Project team will capture and analyze detailed requirements and workflows through JAD sessions which assists in lower risk factors of scope creep and project slippage by anticipating problems and correcting them early in the design phase
- . Validate requirements with EC DOC and begin any customization to system
- . Our project manager will provide ongoing communication and follow-up on any vital areas of information to keep project on target
- . As each agile sprint is completed and key functionality is released into beta, Spirit will perform unit testing
- . Utilizing a design, build, learn approach, Spirit will incorporate findings of unit tests into subsequent releases to ensure expectations are being met,
- . Hand final beta of the system to EC DOC for full end-to-end User Acceptance Testing (UAT),
- . Address the findings of UAT and prepare the solution for EC DOC final sign-off and enterprise release
- . Feature sets unique to WCSS will be mapped into the already high caliber training materials for the PRIME system to ensure a highly engaged user base in an effort to maximize the adoption rate by EC DOC's user base
- . Set the highest level of excellence in all phases of the project to a vast array of expertise, support, and tools for a successful implementation and post go-live support.

## Project Deliverables

Following is a complete list of all project deliverables:

- Project Plan Document Delivered
- Project Requirement Meeting
- Project Requirement Document Delivered
- Project Requirement Document Approved
- Product ready for User Acceptance Testing
- Project User Test System Resolutions Completed
- Delivery of Finalized System & Official User Acceptance
- Implementation Training for Staff
- Implementation Training for Service Providers
- Deployment of Implementation Plan
- Go Live (with financial component Go-Live 60 Days after system Go-Live Date)



**PROJECT PLAN DOCUMENT:** SPIRIT's project plan is a formal, approved document used to guide both project execution and project control. The primary uses of the project plan are to document planning assumptions and decisions, facilitate communication among project stakeholders, and document approved scope and schedule baselines.

**PROJECT REQUIREMENT MEETING:** Arguably, one of the most important phases of a project getting everyone on the same page occurs during the requirements meeting(s). The meeting with staff to develop the project requirements is the culmination of the initial effort to create a project charter, scope and schedule. The work of deciding how to get from nothing to accomplishing project goals happens through the process of the requirements meeting.



**Timeline for Execution**

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

Phase	Milestone	Activities	Timeframe
Planning	<ul style="list-style-type: none"> <li>- Initial work schedule</li> <li>- Update and publish project schedule with deliverables</li> </ul>	<ul style="list-style-type: none"> <li>- Participate in planning meetings/calls</li> <li>- Identify key participants (Champion/SME)</li> <li>- Confirm initial kickoff meeting and interview schedule, key milestones and approve refined project schedule</li> <li>- Review &amp; approve deliverables</li> </ul>	Within 10 days of contract award
Requirements	<ul style="list-style-type: none"> <li>- Document functional, technical and administrative requirements and workflows</li> <li>- Conduct requirements review and approval</li> </ul>	<ul style="list-style-type: none"> <li>- JAD sessions</li> <li>- Interviews, meetings</li> <li>- Review and approve final deliverable</li> </ul>	Day 10-60
Development	<ul style="list-style-type: none"> <li>- User Stories</li> <li>- Ticket initiation</li> <li>- Sprint Loading</li> <li>- Data Conversion</li> <li>- Coding</li> <li>- Alpha Testing</li> </ul>	<ul style="list-style-type: none"> <li>-Convert requirements to User Stories</li> <li>-Distill User Stories to Tickets</li> <li>-Load Tickets into Development Sprints</li> <li>-Test in Alpha</li> <li>-Deploy to Beta</li> </ul>	Day 30 – 140 14 Sprints
Testing	<ul style="list-style-type: none"> <li>- User Acceptance Testing</li> <li>- Development of fixes and redeploy</li> </ul>	<ul style="list-style-type: none"> <li>- SME Testing in Beta</li> <li>- Track results</li> <li>- Submit fixes</li> </ul>	Day 140 -154 2 Resolution Sprints
Training	<ul style="list-style-type: none"> <li>- Training plan</li> <li>- Deliver Just-in-Time Training</li> </ul>	<ul style="list-style-type: none"> <li>- Provide training</li> <li>- Create documentation</li> </ul>	Day 154-190

Go-live/ Implementation	- Project rollout - Production cutover	- Provide onsite support during Go-live	Within 190 days of contract award
Post Production	- Support Team - Change Controls		Upon GoLive

**Planning**

- Upon acquiring contract for services, SPIRIT will initiate a deep-dive dialogue and listening session on the detailed scope of services desired by Rhode Island to solidify our understanding of the vision and expectations
- SPIRIT will also take advantage of web conferencing and automated meeting technologies to include the executive team, senior consultants, and remotely located project experts as needed.
- As a system built on collaboration, SPIRIT believes in strong partnerships and engagement strategies like facilitating regular checkpoint meetings with client subject matter experts, key milestone review meetings with the executive steering committee, and as needed ad-hoc sessions requested by RIDOC.
- Develop and publish a clear project schedule that complies with Rhode Island’s implementation timeline,
- Work with the project manager to identify Project Champion and Subject Matter Experts (SME) from RIDOC, match resources to requirements, establish clear chain of communications, decision making and change control processes, and conduct a project kickoff

**Requirements**

- SPIRIT personnel will use various modalities to capture requirements documentation, lead any and all Joint Application Development (JAD) sessions necessary, conduct interviews, and status meetings with RIDOC.
- Project team will capture and analyze detailed requirements and workflows through JAD sessions which assists in lower risk factors of scope creep and project slippage by anticipating problems and correcting them early in the design phase,
- Validate requirements with RIDOC against RFP Scope of Work
- Map interface requirements and data conversion elements

**Development**

- During Requirements phase early Development will focus on architecture and environment setup
- As each agile/sprint is completed and key functionality is released into beta, the technical analyst will perform unit testing,
- Utilizing a Design, Build, Learn approach, SPIRIT will incorporate findings of unit tests into subsequent releases to ensure expectations are being met,
- Initiate Change Management Freeze for new development as Sprint 8 kicks off and Sprint 9 is loaded
- Code Freeze as Sprint 10 is loaded.

**Testing**

- Load Test Environment
- Hand final beta of the system to Rhode Island for full end-to-end User Acceptance Testing (UAT)
- Project Team supported testing

- Address the findings of UAT in Resolution Sprints and prepare the solution for Rhode Island final sign-off and enterprise release,

#### Training

- Feature sets unique to Rhode Island will be mapped into the already high caliber training materials for the SCMS to ensure a highly-engaged user base in an effort to maximize the adoption rate by Rhode Island's user base,
- "Just-in-Time" training can be deployed via classroom, webinars, and recorded walkthroughs, as close to Go-Live as practical to minimize learning degradation.

#### Go-live/ Implementation

- Stage system for cutover from Beta/Test to Live environment
- Go Live; system release to the enterprise user base

#### Post Production

- Support/Help Desk services stood up and ready for use by RIDOC
- Change Management protocol instituted with RIDOC
- Training remediation for end users struggling, Training Materials made available for use for all new employees onboarding to RIDOC post GoLive

Project implementation can also be broken down into phases; Core Case Management and Reporting, Interfaces, and Financial Services to get Case Management portion of SCMS to staff as early as possible. Based on County desire, and can be established during negotiations or Planning Phase.

### **18. Please describe how human input errors are resolved, such as duplicate manual entries, and how they are logged for auditing purposes.**

SPIRIT has implemented database transaction control in the client creation process. Each client creation process goes through a JavaScript™ validation process before new client data is sent to the action scripts that adds client data to the database. When a new client is being added to the system, all of the field sections are validated in real-time. After the validation process confirms that all the data is correct and valid, the data is then added to the respective section table. If the validation fails, all of the database updates are rolled back and no changes are committed. Lastly, SPIRIT utilizes "write locks" within SCMS to ensure that duplicate data is not created in the database and also ensures that there is not a data conflict created as other users enter data into SCMS at the same time.

The system will employ numerous data quality assurance techniques, including but not limited to:

- . Input masks
- . Drop down lists with standard responses
- . Mandatory data completeness requirements
- . Basic data logic warnings

### **QUESTIONS and TOPICS to be specifically addressed:**

1. Provide detailed description of the ownership and access by Escambia County Corrections to data and information collected by the proposed software solution both during and after contracted service.



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

AI-12466

County Administrator's Report 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/18/2017

Issue: Contract Award for Lobbying Services for Escambia County Florida for Federal Assistance

From: Paul Nobles, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Contract Award for Lobbying Services for Escambia County, Florida, for Federal Assistance - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the Chairman to sign the Agreement for Federal Lobbying Services between Escambia County, Florida, and Alcalde & Fay, LTD., Inc., per the terms and conditions of PD 16-17.038, Lobbying Services for Escambia County, Florida, for Federal Assistance and the provided Agreement for an annual retainer fee of \$78,000. The retainer fee shall be paid in twelve monthly payments of \$6,500 and up to \$4,000 shall be paid for all annual travel expenses, which shall be reimbursable if pre-approved by the County Administrator or County Attorney.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

**BACKGROUND:**

The Request for Proposals was advertised on April 21, 2017 in the Pensacola News Journal. Seven firms were notified of the solicitation. Five firms responded to the solicitation on May 22, 2017. The Selection Committee held discussions with all five firms on June 15, 2017. Based on the selection criteria the committee selected Alcalde & Fay, LTD as the best firm able to provide the necessary services.

**BUDGETARY IMPACT:**

Fund 001 General Fund, Cost Center 110201, Object Code 53101

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The agreement was prepared by Kristin Hual, Assistant County Attorney.

**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 Office of Purchasing will facilitate the signing of the agreement and issue the associated Purchase Order.

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**Attachments**

Agreement

Committee Evaluation Forms

Register of Proposers

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**AGREEMENT FOR FEDERAL LOBBYING SERVICES PD16-17.038**

**THIS AGREEMENT** is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Alcalde & Fay, LTD., Inc. (hereinafter referred to as "Consultant"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose principal address is 2111 Wilson Boulevard, 8<sup>th</sup> Floor, Arlington, VA 22201.

**WITNESSETH:**

**WHEREAS**, Consultant is a government relations firm representing clients before the United States Congress, congressional committees, federal officials and administrative agencies, and other applicable regulatory bodies; and

**WHEREAS**, the County requires representation by a professional government relations firm to advance its financial and programmatic needs at the federal level of government.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This agreement shall commence upon the date last executed and continue for a term of one year. Thereafter, the agreement shall automatically renew for two (2) additional one year terms unless either party provides written notice of its intent not to renew no less than thirty (30) days prior to the expiration of the current term.
3. Scope of Services. Consultant agrees to provide professional federal lobbyist services where such representation is needed by County, such services including, but not limited to, the scope of services attached hereto as **Exhibit A**. Consultant agrees to use its best efforts in its representation of County. The County acknowledges that Consultant cannot guarantee certain results will be obtained.

Due to the nature of the services to be provided by the Consultant under this Agreement, this agreement, or any interest herein, shall not be assignable under any circumstances without the prior written consent of the County. Consultant agrees that **Mr. F. Marion Turner** shall be the primary lobbyist and designated team leader representing the County, and Mr. Turner shall serve as the County's main point of contact. Consultant agrees to direct questions regarding the County's required services to the County Administrator or County Attorney unless otherwise directed by these individuals.

4. Compensation. In exchange for Consultant performing professional lobbyist services, the County agrees to pay Consultant an annual retainer fee of **Seventy Eight Thousand Dollars (\$78,000.00)**. The retainer fee shall be paid in twelve monthly payments of **Six Thousand Five Hundred Dollars (\$6,500.00) Dollars**.

The County agrees to pay Consultant up to **Four Thousand Dollars (\$4,000.00)** for all annual travel expenses, which shall be reimbursable if pre-approved by the County Administrator or County Attorney. Consultant agrees all reimbursable travel expense requests shall comply

and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit Consultant's records regarding reimbursable travel expenses upon reasonable notice.

The Parties agree annual fees and expenses for lobbyist services provided under this Agreement shall not exceed a maximum total of **Eighty Two Thousand Dollars (\$82,000.00) Dollars.**

5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to the Consultant. This Agreement may be terminated for cause or convenience by the Consultant upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Consultant shall be paid for services provided through the date of termination.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. Consultant shall procure and maintain, at its sole expense, during the term of this Agreement the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Professional Liability with \$1,000,000 per occurrence minimum limits.
- (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that if the Consultant 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.

Consultant agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days prior notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Escambia County, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. 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: Alcalde & Fay, LTD, Inc.  
Attention: Marion Turner  
2111 Wilson Boulevard, 8<sup>th</sup> Floor  
Arlington, VA 22201

To: Escambia County  
Attention: County Administrator  
221 Palafox Place  
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. Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant 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.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure



that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant and surety, if any, seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Consultant 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 properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

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.

**[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**

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

\_\_\_\_\_  
D.B. Underhill, Chairman

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

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

(SEAL)

**CONSULTANT: ALCALDE & FAY, LTD, INC.**

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

ATTEST: Corporate Secretary

Title: \_\_\_\_\_

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

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

(Corporate Seal)

Approved as to form and legal  
sufficiency.

By/Title: J. Michael HCA  
Date: 7/16/17

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The Consultant will represent the Escambia County Board of County Commissioners (County) before the United States Congress, including its committees, and agencies beginning in calendar year 2017. The goal of such representation will be to secure legislation and funding for programs and projects that have been identified by the County as priorities.

**Responsibilities:**

Explicit responsibilities of the Consultant shall include:

1. The Consultant will communicate and provide a monthly progress report to the County Administrator or designated staff, or the Assistant County Administrator, who will be available to communicate to the Board of County Commissioners' priorities and provide background information and data to assist the Consultant in advancing the County's efforts. Consultant will also alert the County at the earliest time of pending appropriations or actions that will impact the County and its funding posture.
2. To the highest degree possible, the Consultant will represent the County's interest in securing federal assistance for various funding aspects -- including technical assistance, planning and design, infrastructure, and services -- in numerous areas, including, but not limited to, the policy or project request(s) outlined herein.
  - a. Assist in establishing meetings with state legislators, staff or state agency members to facilitate information exchange or soliciting their aid and advice on matters impacting this county.
3. The Consultant shall advocate positions before the United States Congress, its committees, and agencies that are beneficial to Escambia County as well as oppose harmful measures, including, but not limited to, the following:
  - a. Transportation Funding Alternatives
  - b. Economic Development Incentives
  - c. Transit
  - d. Health Insurance
  - e. Other (e.g. grants and/or RESTORE Act related issues)

**Revisions:**

The County may suggest revisions to this Scope of Services highlighting or de-emphasizing certain priorities or activities, as the County's priorities emerge and new information becomes available.

**Specific Performance:**

The Consultant must provide the full scope of lobbyist services in representing the County in matters where such representation is needed by County. Specific activities and deliverables by/from the Consultant shall include the following:

1. Communicate directly with the County Administrator, Assistant County Administrator, or their designee to secure sponsors for proposed bills or amendments to federal law.

2. Require discussions with the County's State Lobbyist (including, but not limited to, committee meetings and sessions) where appropriations of importance to Escambia County are being discussed, and request attendance of County staff (County Administrator, Assistant County Administrator, or their designee) when necessary.
3. Attend congressional meetings, when necessary.
4. Provide the County, through the County Administrator, Assistant County Administrator, or designated staff, with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.
5. Provide the County, through the County Administrator, Assistant County Administrator, or designated staff, with a monthly summary of appropriations activities on behalf of the County.
6. Travel to Escambia County, as necessary, to consult with County staff and the Board of County Commissioners in the development, review, and follow-up of appropriations issues. Travel will be reimbursed in accordance with Chapter 112, Florida Statutes. (Video and phone conference systems will be utilized to minimize the need for travel.)
7. Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and examples of successful local government applications.
8. Identify any available criteria for eligibility, which may include replacing or modifying existing requests.
9. Monitor appropriations and forward pertinent information to the County Administrator, Assistant County Administrator, or designated staff on a weekly basis.
10. Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a specific project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.
11. Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.
12. Research and gather socioeconomic and other information to support the County's interests and heighten the Federal government's awareness that the County has significant and demonstrated needs and, generally, has not historically received its "fair share" of appropriations.
13. With the support and assistance of County staff and the Board of County Commissioners, the Consultant shall utilize vital connections with appropriate federal agencies, elected officials, and staff to secure funding for priority projects identified by the County.

RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE

A. Upon the opening of the sealed proposal(s), the Negotiation Committee will meet to discuss the proposals in detail. The Negotiations Committee will rank the firms using the criteria on page 8.

B. B. Based on the decision of the Committee, a recommendation will be taken to the Board for a discussion and approval of the retention of a Federal Lobbyist on June 8, 2017.

Selection Criteria

Qualifications	40	_____
Experience	40	_____
Technical Approach	20	_____
<b>Total</b>		

Ranking	Gray Robinson Attorneys at Law	<u>38/38/05 = 81</u>
	Merchant McIntyre Associates	<u>35/38/15 = 98</u>
	Keller Partners & Company	<u>38/38/10 = 86</u>
	Jenkins Hill Consulting, LLC	<u>36/36/8 = 80</u>
	ALCAIDE & FAY	<u>38/38/15 = 91</u>
Committee Member	_____	

Notes:

<p>Gray Robinson Attorneys at Law  <i>OPEN TO MORE COMMUNICATION</i></p>	<p><i>LEAD IS INEXPERIENCED, COMPLETED PRESENTATION, SUB CONTRACTED, PROPOSED TALKED ABOUT AMTRAK (BOTH CITY ISSUES - NO MENTION OLFX/B NO MENTION LAND CONVEYANCE) RESTORE IS A STRENGTH DUE TO SOUTH FLORIDA &amp; JOHN WAYNE SMITH, RELATIONSHIP W/ SEC INTERIOR</i></p>
<p>Merchant McIntyre Associates  <i>35% public</i></p>	<p><i>TOUTED GRANT ASSISTANCE WITH FINANCY EDA, INTERIOR - TALKED ABOUT EXPANDING THE GRANTS WE GO AFTER - PUBLIC PART</i></p>
<p>Keller Partners &amp; Company  <i>public stake 30% non profit. GENERAL ISSUES NO SPECIFIC CONCENTRATION ON HIGH SPEED RAIL</i></p>	<p><i>- STRONG GRANT BACKGROUND CLEAR PRESENTATION THEY WILL CONTINUE TO REPRESENT ANY OTHER MUNICIPALITY OR COUNTY IN FL, PRIVATE PUBLIC PARTNERSHIPS GRANTS COVERED IN THE FEE INFRASTRUCTURE. - LACK OF KNOWLEDGE OF OLFX/B, ON GAMMA ROSA ISLAND LAND CONVEYANCE.</i></p>
<p>Jenkins Hill Consulting, LLC  <i>NOT ALLICE OLFX/B</i>  <i>GULF ENERGY USE - THE TOWN HAS AN IDEA TO MOVE SOME RESTORE MONEY TO TREASURY REPRESENTS 30% NC ONLY.</i></p>	<p><i>- BURE - ISSUES EAR MARKS - DOESN'T REPRESENT ANY MUNICIPALITY/COUNTY IN FL OR IS A MODEL W/ GRANT WRITING TEAM OUT OF TAMPAY THEY FARM GRANTS OUT, PLOD, INSURANCE BILL, LAND TRANSFER, ECONOMIC DEVELOPMENT FEELS THAT MARION HAS A COURT, IT DEE TO OTHER FL MUNICIPALITIES/COUNTIES.</i></p>
<p>ALCAIDE &amp; FAY  <i>- FAST LAND GRANTS NOT JUST TOWN 76% public</i></p>	<p><i>TOTALLY FAMILIAR W/ LAND CONVEYANCE AS WELL AS OLFX/B. WE WRITE GRANTS &amp; WALK THROUGH STEP BY STEP ON GRANTS &amp; HELP DEVELOP CONTRACTS FOR GRANTS TOPIC AND JUDICIAL RESCOGNED ASIDE. NEED TO BE ABLE TO GET FEDERAL LEGISLATION INSTEAD OF EOP.</i></p>

PD 16-17.038, Lobbying Services for Escambia County Florida for Federal Assistance  
RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE

A. Upon the opening of the sealed proposal(s), the Negotiation Committee will meet to discuss the proposals in detail. The Negotiations Committee will rank the firms using the criteria on page 8.

B. B. Based on the decision of the Committee, a recommendation will be taken to the Board for a discussion and approval of the retention of a Federal Lobbyist on June 8, 2017.

Selection Criteria

Qualifications	40	_____
Experience	40	_____
Technical Approach	20	_____
Total		

QIET

Ranking	Gray Robinson Attorneys at Law	$\frac{30}{30} / 0 = 70$
	Merchant McIntyre Associates	$\frac{37}{38} / 18 = 93$
	<u>Alcalde &amp; Fay, LTD, Inc.</u>	$\frac{35}{40} / 19 = 97$
	Keller Partners & Company	$\frac{30}{36} / 14 = 80$
	Jenkins Hill Consulting, LLC	$\frac{35}{37} / 18 = 90$

Committee Member *Amy Loring*  
 Notes:

Gray Robinson Attorneys at Law	
Merchant McIntyre Associates	
Alcalde & Fay, LTD, Inc.	
Keller Partners & Company	
Jenkins Hill Consulting, LLC	



PD 16-17.038, Lobbying Services for Escambia County Florida for Federal Assistance  
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Selection Criteria

Qualifications	40	_____
Experience	40	_____
Technical Approach	20	_____

Total

Ranking	Gray Robinson Attorneys at Law	<u>3</u>
	Merchant McIntyre Associates	<u>2</u>
	Alcalde & Fay, LTD, Inc.	<u>1</u>
	Keller Partners & Company	<u>4</u>
	Jenkins Hill Consulting, LLC	<u>5</u>

Committee Member



Notes:

<p>Gray Robinson Attorneys at Law</p> $38 + 35 + 15 = 88$ <p style="text-align: center;">↓ convoluted</p>	<ul style="list-style-type: none"> <li>• high cost and exclusive of costs</li> <li>• low % of clients public sector (15 to 30%)</li> <li>• not familiar with fee simple bill or OLF-X (not prepared)</li> <li>• joint venture structure convoluted</li> <li>• Is big name brand firm but relying on relationships</li> </ul>
<p>Merchant McIntyre Associates</p> $38 + 37 + 19 = 94$	<ul style="list-style-type: none"> <li>• low cost and inclusive of most costs</li> <li>• some familiarity w/ fee simple bill and less so with OLF-X</li> <li>• 35% public clients</li> <li>• concentration on grant writing</li> </ul>
<p>Alcalde &amp; Fay, LTD, Inc.</p> $38 + 39 + 19 = 96$	<ul style="list-style-type: none"> <li>• cost is good - not lowest</li> <li>• intimate knowledge fee simple bill and has a plan; OLF-X - not much can be done previously</li> <li>• grant writing wld be included (limited previously)</li> <li>• 75% public sector</li> </ul>
<p>Keller Partners &amp; Company</p> $35 + 30 + 15 = 80$ <p>for the presentation but not our needs</p>	<ul style="list-style-type: none"> <li>• well-prepared and low cost (well, squarrelly on fee)</li> <li>• addressed conflicts and ethics</li> <li>• nonprofits 100% / 30% public sector</li> <li>• clueless on our issues and <u>only</u> wants to address broadband</li> </ul>
<p>Jenkins Hill Consulting, LLC</p> $35 + 32 + 10 = 77$	<ul style="list-style-type: none"> <li>• previous billing issue</li> <li>• BRAC/military issue big</li> <li>• previous lobbyist for County</li> <li>• cost good</li> <li>• mentioned ethics</li> <li>• only one other public sector client</li> <li>• from Escambia City</li> </ul>
<p>• knows SRIA issue but not OLF-X</p>	

**REVISED**  
**REGISTER OF PROPOSALS**

**Solicitation #PD 16-17.038, Lobbying Services for Escambia County, FL for Federal Assistance**

**RFP Due Date & Time: Monday, May 22, 2017 @ 4:00 p.m. CDT**

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Gray Robinson Attorneys at Law	407.843.8880	<a href="mailto:chris.dawson@gray-robinson.com">chris.dawson@gray-robinson.com</a>	Christopher T. Dawson
Merchant McIntyre Associates	202.657.7556	<a href="mailto:mmcintyre@merchantmcintyre.com">mmcintyre@merchantmcintyre.com</a>	Mark D. McIntyre
Keller Partners & Company	202.207.1145	<a href="mailto:tkeller@kellerpartnersco.com">tkeller@kellerpartnersco.com</a>	Thomas C. Keller
Jenkins Hill Consulting, LLC	202.544.7990	<a href="mailto:info@jenkinshillconsulting.com">info@jenkinshillconsulting.com</a>	Scott Barnhart
Alcalde & Fay, LTD., Inc.	703-841-0626	<a href="mailto:turner@alcalde-fay.com">turner@alcalde-fay.com</a>	F. Marion Turner
SUBMITTALS RECEIVED BY: Paul R. Nobles, Senior Purchasing Coordinator      DATE: May 22, 2017			
WITNESSED BY Jeffrey Lovingood      DATE: May 22, 2017			

Posted 5/22/2017 @ 4:00p.m., CDT  
Revised Posting 6/19/2017 @ 9:00 a.m. CDT

PRN/jl  
PRN  






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

**AI-12493**

**County Administrator's Report 11. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 07/18/2017

**Issue:** Schedule a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way Off Arthur Brown Road, On the Board's Own Motion

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way Off Arthur Brown Road, on the Board's Own Motion - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the scheduling of a Public Hearing to consider the vacation of a portion of unopened right-of-way located off Arthur Brown Road, on the Board's own motion:

A. Authorize the scheduling a Public Hearing for August 3, 2017, at 5:34 p.m., to consider the vacation of a portion of unopened right-of-way located off Arthur Brown Road (approximately 0.16 acres); and

B. Authorize the expenditure of funds for all costs associated with this vacation.

[Funding Source: Fund 175, "Transportation Trust Fund," Account 211602/54901]

**BACKGROUND:**

Arthur Brown Road, located in the Walnut Hill Community, extends west off State Highway 97. Staff is requesting that the County vacate any interest the County has in a portion of unopened right-of-way located off the north side of Arthur Brown Road, just west of Kansas Road. The area to be vacated is shown as Alabama Avenue, per recorded plat of the Walnut Hill Subdivision, dated 1916, recorded 1968. There are only two property owners abutting the area to be vacated, each having access to their property from Arthur Brown Road.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been contacted and have no objection to the vacation. No one will be

denied access to his or her property as a result of this vacation.

Staff is requesting that notifications to surrounding property owners be contained within a 500' radius.

**BUDGETARY IMPACT:**

Funds for legal advertisements and document recordings are available in Fund 175 "Transportation Trust Fund," Account 211602/54901.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Once the Public Hearing has been scheduled, the date and time will be advertised, and all owners of property within 500 feet will be notified. It will be the responsibility of County staff to place the advertisement and notify property owners.

---

**Attachments**

Arthur Brown Aerial Map

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# Arthur Brown Road



ESCAMBIA COUNTY  
ENGINEERING DIVISION  
SSW 2/23/17 DISTRICT 5



6020 Arthur Brown Road (Left)  
6000 Arthur Brown Road (Right)



Vacation area





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

**AI-12208**

**County Administrator's Report 11. 1.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 07/18/2017

**Issue:** Acquisition of Real Property from Ashbury Hills Homeowners Association, Inc. for the Bristol Park - Ashbury Hills Project

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Acquisition of Real Property from Ashbury Hills Homeowners Association, Inc., for the Bristol Park - Ashbury Hills Project- Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the purchase of 5.02 acres of real property, located on Ashbury Lane, from Ashbury Hills Homeowners Association, Inc.:

A. Authorize the purchase of 5.02 acres of real property located on Ashbury Lane (parcel ID 03-1S-31-1800-000-080), owned by Ashbury Hills Homeowners Association, Inc., for the Bristol Park - Ashbury Hills Area Project, for the purchase price of \$15,000;

B. Approve the Contract for Sale and Purchase for the acquisition of 5.02 acres of real property on Ashbury Lane from Ashbury Hills Homeowners Association, Inc.; and

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

[Funding Source: Fund 352, LOST III, Account Code 210107/56101, Project #15EN3205]

**BACKGROUND:**

Escambia County was awarded a Hazard Mitigation Grant in July 2016 to acquire and demolish residences in the Bristol Park and Ashbury Hill subdivisions along Eleven Mile Creek. After demolition, a design will be developed to increase the Eleven Mile Creek Floodplain to reduce flooding in the area. The Ashbury Hills stormwater pond, owned by Ashbury Hills Homeowners Association, Inc., will be integrated into the floodplain expansion design while still serving as the Ashbury Hills Subdivision stormwater facility.

The stormwater pond will be re-permitted through the state environmental agencies as part of the floodplain expansion project. Purchasing the property from Ashbury Hills Homeowner Association (HOA) allows the County the freedom to incorporate the pond into the project and helps meet the floodplain expansion goals.

On February 16, 2017, the Board approved the Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion Design, which includes the acquisition of this parcel.

To help with value consideration of this parcel, an appraisal was performed on the parcel, which designated a value of \$15,000. There is an ECUA lift station parcel located in the northern half of the subject parcel.

Funds spent toward the purchase of this parcel are not eligible for reimbursement since it is not a parcel identified by the Hazard Mitigation Grant.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352, "LOST III", Account Code 210107/56101, Project 15EN3205.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Contract for Sale and Purchase has been reviewed and approved by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

---

**Attachments**

Contract Ashbury HOA

Public Disclosure Ashbury HOA

Aerial Map

Feb 16, 2017 BCC Action

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## **CONTRACT FOR SALE AND PURCHASE**

This is a Contract for Sale and Purchase ("Contract"), between Ashbury Hills Homeowners Association, Inc., a Florida not for Profit Corporation, whose address is 2741 Ashbury Lane, Cantonment, Florida 32533 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_, 2017.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Fifteen Thousand Dollars (\$15,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer);

**Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).**

**7. BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

**8. TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

**9. CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

**10. CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

**11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

**12. FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

**13. ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

**14. SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and

assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

**TO BUYER:**

Office of the County Engineer  
Real Estate Division  
3363 West Park Place  
Pensacola, Florida 32505

**TO SELLER:**

Ashbury Hills Homeowners Association, Inc.  
C/O Rodney Wallace, President  
3022 Ashbury Lane  
Cantonment, Florida 32533

**WITH A COPY TO:**

Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of



Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

**THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

Approved as to form and legal sufficiency.

Date: By/Title: Cindy Webster, Escambia County Atty Date: June 15, 2017

BCC Approved:

Cindy Webster Witness Cindy Webster Print Name

SELLER:

Rodney P. Wallace, as President of Ashbury Hills Homeowners Association, Inc.

Ray F. Requinbal Witness Ray F. Requinbal Print Name

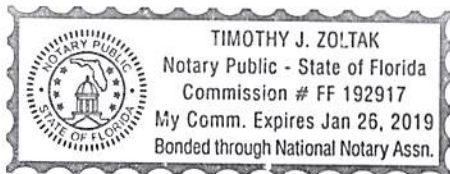
Date: 6/13/17

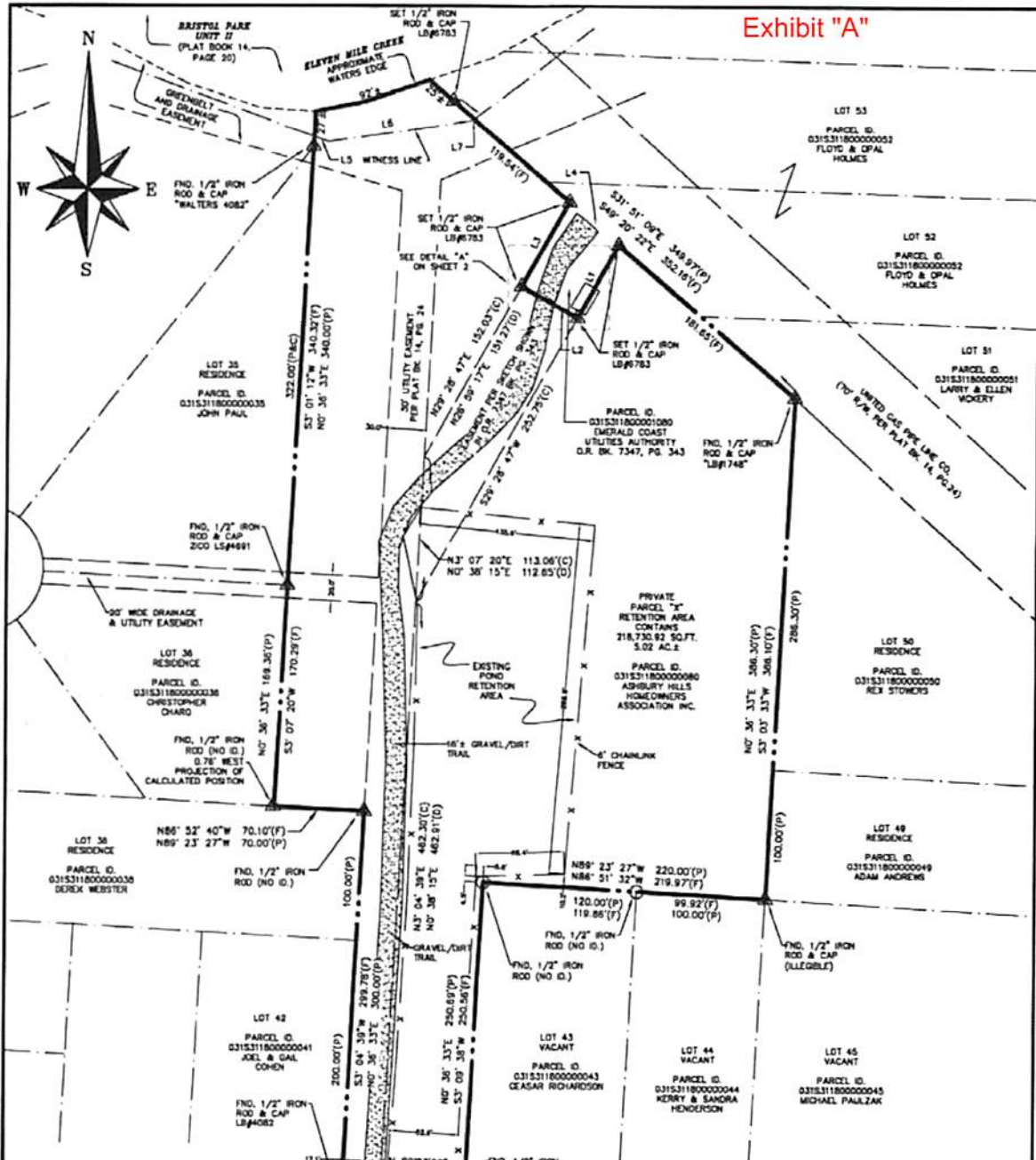
STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13 day of June, 2017, by Rodney P. Wallace, as President of Ashbury Hills Homeowners Association, Inc. He ( ) is personally known to me, ( ) produced current DL# W420735-491060 as identification.

(Notary Seal)

Signature of Notary Public Timothy Zoltak Printed Name of Notary Public





**BOUNDARY SURVEY**  
 THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

**M M MOTT MACDONALD**

MOTT MACDONALD  
 FLORIDA LLC  
 220 West Garden Street  
 Suite 700  
 Pensacola, Florida 32502  
 Telephone (850) 484-6011  
 Architects AA - C0000035  
 Engineers EB - 0000155  
 Surveyors LB - 0006783

Line #	Length	Direction
L1	65.34'	S29° 22' 58"W
L2	50.00'	N60° 31' 13"W
L3	75.22'	N29° 28' 58"E
L4	50.97'	S49° 20' 22"E

Line #	Length	Direction
L1	65.14'	S26° 59' 17"W
L2	50.00'	N63° 00' 43"W
L3	75.00'	N26° 56' 17"E
L4	50.96'	S51° 51' 09"E

Line #	Length	Direction
L5	11.67'	S72° 11' 43"E
L6	113.21'	N79° 14' 11"E
L7	10.81'	N50° 21' 34"E

Line #	Length	Direction
L5	11.67'	S69° 47' 04"E
L6	113.21'	N81° 38' 50"E
L7	1.88'	N52° 46' 33"E

ENCROACHMENTS AND/OR IMPROVEMENTS ARE AS SHOWN OR NOTED.  
 NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.  
 NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS 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, TENTHS AND HUNDREDTHS OF A FOOT.

DESCRIPTION: PARCEL "X"  
 ASHBURY HILLS  
 ESCAMBIA COUNTY, FLORIDA.

RECORDED IN PLAT BOOK 14 PAGE 24  
 SEC. 3 TWP. -1-5 RNG. -31-W  
 DATE 04-04-17 DATE OF FIELD SURVEY 02-28-17  
 FB. DC PAGE DC SCALE 1" = 100'  
 PROJ.# 380084

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT-OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

*Byron A. Faircloth* 4-17-17  
 BYRON A. FAIRCLOTH  
 FLORIDA PROFESSIONAL SURVEYOR SHI. NO. 1 OF 2  
 AND MAPPER NO. 6764

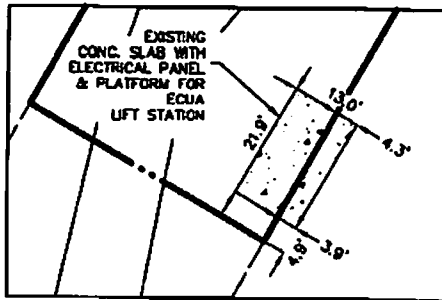
DESCRIPTION: (PER PLAT BOOK 14, PAGE 24)

PARCEL "X" PRIVATE RETENTION AREA

SURVEYOR'S NOTES

1. NORTH AND BEARINGS ARE GRID BASED ON THE NORTH AMERICAN DATUM 1983/2011 PER FLORIDA PERMANENT REFERENCE NETWORK, HAVING A BEARING OF N 86°55'07" W, ALONG THE NORTH RIGHT OF WAY LINE OF ASHBURY LAKE.
2. NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO MOTT MACDONALD FLORIDA, LLC FOR THE PURPOSES OF THE BOUNDARY SURVEY SHOWN HEREON.
3. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SURVEY DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES.
4. NO EFFORT WAS GIVEN TO SHOW LOCATION OF UNDERGROUND IMPROVEMENTS.
5. THE APPARENT USE OF THE GRAVEL/DIRT TRAIL AS SHOWN IS USED FOR ACCESS TO THE EMERALD COAST UTILITIES AUTHORITY (ECUA) LIFT STATION SITE WHICH IS LOCATED ON A PORTION OF THE 30' WIDE UTILITY EASEMENT AS SHOWN.

DETAIL "A" -- NOT TO SCALE



LEGEND & ABBREVIATIONS

IND. = FOUND	CONC. = CONCRETE
P = PLATTED MEASUREMENT	MON. = MONUMENT
C = CALCULATED MEASUREMENT	ID. = IDENTIFICATION
D = DEED MEASUREMENT	SQ. FT. = SQUARE FEET
F = FIELD MEASUREMENT	AC. = ACRES
SEC. = SECTION	± = PLUS OR MINUS
TWP. = TOWNSHIP	O.R. = OFFICIAL RECORDS
RNG. = RANGE	BOK. = BOOK
P.O.C. = POINT OF COMMENCEMENT	--- NOT TO SCALE
P.O.B. = POINT OF BEGINNING	P.C. = POINT OF CURVATURE
CL = CENTERLINE	P.T. = POINT OF TANGENCY
R/W = RIGHT OF WAY	
ECUA = EMERALD COAST UTILITIES AUTHORITY	
L.B. = LAND SURVEY BUSINESS REGISTRATION NUMBER	
---	SECTION LINE
---	RIGHT OF WAY LINE
---	PROPERTY LINE
---	BOUNDARY LINE
---	EASEMENT LINE

BOUNDARY SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

**M**

**M**

**MOTT  
MACDONALD**

MOTT MACDONALD  
FLORIDA LLC  
220 West Garden Street  
Suite 700,  
Pensacola, Florida 32502  
Telephone: (850) 484-6011  
Architects AA - 0000035  
Engineers EB - 0000155  
Surveyors LB - 0006783

ENCROACHMENTS AND/OR IMPROVEMENTS ARE AS SHOWN OR NOTED.  
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.  
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS 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, TENTHS AND HUNDREDTHS OF A FOOT.

DESCRIPTION: PARCEL "X"

ASHBURY HILLS  
ESCAMBIA COUNTY, FLORIDA.

RECORDED IN PLAT BOOK 14 PAGE 24  
SEC. 3 TWP. -1-S RNG. -31-W  
DATE 04-04-17 DATE OF FIELD SURVEY 02-28-17  
FB. DC PAGE DC SCALE N/A  
PROJ.# 380084

UNLESS ACCOMPANIED BY A SIGNED AND SEALED SHEET 1,  
THEN THIS DRAWING, SKETCH, PLAT, MAP OR DESCRIPTION  
IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2016) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Rodney P. Wallace, as President of Ashbury Hills Homeowners Association, Inc., a Florida not for profit corporation, do hereby attest and affirm:

1. That the address for Ashbury Hills Homeowners Association, Inc. is 2741 Ashbury Lane, Cantonment, Florida 32533.

2. That the following entity or individuals have a beneficial interest in the real property described in Exhibit A:

A. Ashbury Hills Homeowners Association  
is a not for profit Florida corporation. It  
has no shareholders and this corporation  
(Name) is the sole entity (Address) having the beneficial  
interest in the proceeds of the contract with  
Relationship/Interest: Escambia County, Florida.

B. \_\_\_\_\_  
(Name) (Address)  
Relationship/Interest: \_\_\_\_\_

C. \_\_\_\_\_  
(Name) (Address)  
Relationship/Interest: \_\_\_\_\_

D. \_\_\_\_\_  
(Name) (Address)  
Relationship/Interest: \_\_\_\_\_

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A to Escambia County, Florida.

**ASHBURY HILLS HOMEOWNERS  
ASSOCIATION, INC., a Florida not for  
profit corporation**

Witness Cynthia M. Maher

Print Name Cynthia M. Maher

Witness Dawn Van Iderstine

Print Name Dawn Van Iderstine

Rodney P. Wallace  
By: Rodney P. Wallace, Its President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of June, 2017, by Rodney P. Wallace, as President of Ashbury Hills Homeowners Association, Inc., a Florida not for profit corporation on behalf of the corporation. He  is personally known to me, or  has produced current FL Driver License as identification.

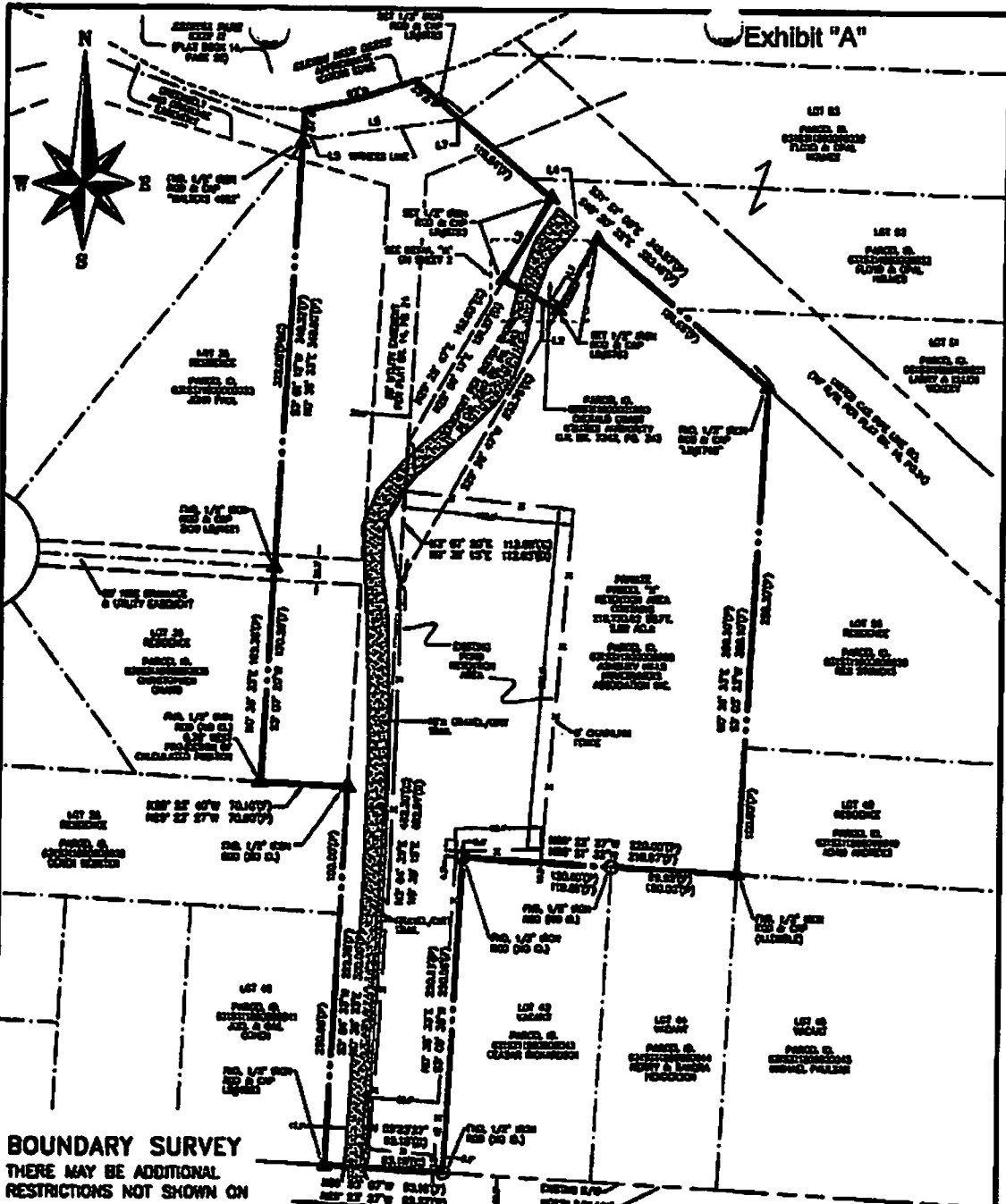


(Notary Seal)

Laura Ann Rohrer  
Signature of Notary Public

Laura Ann Rohrer  
Printed Name of Notary Public





**BOUNDARY SURVEY**  
 THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBA COUNTY.

**M M MOTT MACDONALD**  
 MOTT MACDONALD FLORIDA LLC  
 229 West Garden Street  
 Suite 700  
 Pensacola, Florida 32502  
 Telephone: (904) 484-0011  
 Accounts AA - 0000005  
 Engineers EB - 0000155  
 Surveyors LB - 0005783

Line #	Length	Bearing
L1	82.34'	S28° 23' 00" W
L2	88.00'	N67° 32' 15" W
L3	73.22'	N67° 28' 00" E
L4	90.87'	S48° 32' 28" E

Line #	Length	Bearing
L1	82.04'	S28° 02' 17" W
L2	88.00'	N67° 02' 45" W
L3	73.00'	N67° 28' 17" E
L4	88.00'	S28° 32' 00" E

Line #	Length	Bearing
L1	11.87'	S72° 11' 43" E
L2	13.22'	N67° 14' 07" E
L3	10.87'	N57° 21' 30" E

Line #	Length	Bearing
L1	11.87'	N67° 02' 17" E
L2	13.22'	N67° 32' 00" E
L3	10.87'	N57° 48' 30" E

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 NO INSTRUMENTS OF RECORD REFLECTING ENCROACHMENTS, RIGHT OF WAY AND/OR EASEMENTS WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.  
 NO ENCROACHMENTS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.  
 ALL MEASUREMENTS AND/OR CALCULATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC SURVEYING SYSTEM.  
 DATUM, QUANTITIES ARE IN FEET, TENTHS AND HUNDRETHS OF A FOOT.

**DESCRIPTION: PARCEL "X"**  
**ASHBURY HILLS**  
**ESCAMBA COUNTY, FLORIDA**  
 RECORDED IN PLAT BOOK 14 PAGE 24  
 SEC. 3 TWP. -1-S RNG. -31-W  
 DATE 04-04-17 DATE OF FIELD SURVEY 02-28-17  
 FB. DC PAGE DC SCALE 1" = 100'  
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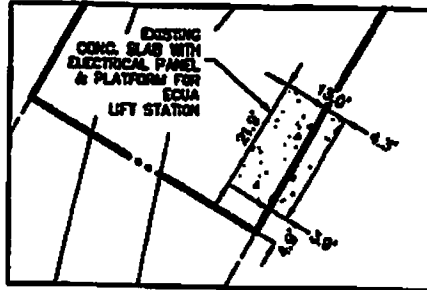
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*Byron A. Faircloth*  
 BYRON A. FAIRCLOTH  
 FLORIDA PROFESSIONAL SURVEYOR STATE NO. 1 OF 2  
 AND MAPPER NO. 6784

DESCRIPTION (PER PLAT BOOK 14, PAGE 24)  
 PARCEL "X" PRIVATE RETENTION AREA

**SURVEYOR'S NOTES**

1. NORTH AND BEARINGS ARE GRID BASED ON THE NORTH AMERICAN DATUM 1983/2011 PER FLORIDA PERMANENT REFERENCE NETWORK. HAVING A BEARING OF N 86°53'07" W, ALONG THE NORTH RIGHT OF WAY LINE OF ASHBURY LAKE.
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DETAIL "A" - NOT TO SCALE



**LEGEND & ABBREVIATIONS**

PL = PLAT	CONC. = CONCRETE
P = PLATED MEASUREMENT	WEL. = WELDED
C = CALCULATED MEASUREMENT	SL. = STRUCTURE
D = DEED MEASUREMENT	SQ. FT. = SQUARE FEET
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ECUA = ESCAMBA COAST UTILITIES AUTHORITY	
L.A. = LAND SURVEY BUSINESS REGISTRATION NUMBER	
-----	SECTION LINE
-----	RIGHT OF WAY LINE
-----	PROPERTY LINE
-----	BOUNDARY LINE
-----	EASEMENT LINE

**BOUNDARY SURVEY**

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M

M

**MOTT  
MACDONALD**

MOTT MACDONALD  
 FLORIDA LLC  
 282 West Garden Street  
 Suite 700,  
 Pensacola, Florida 32502  
 Telephone: (904) 494-6011  
 Architects AA - 00000000  
 Engineers EB - 000000  
 Surveyors LS - 000000

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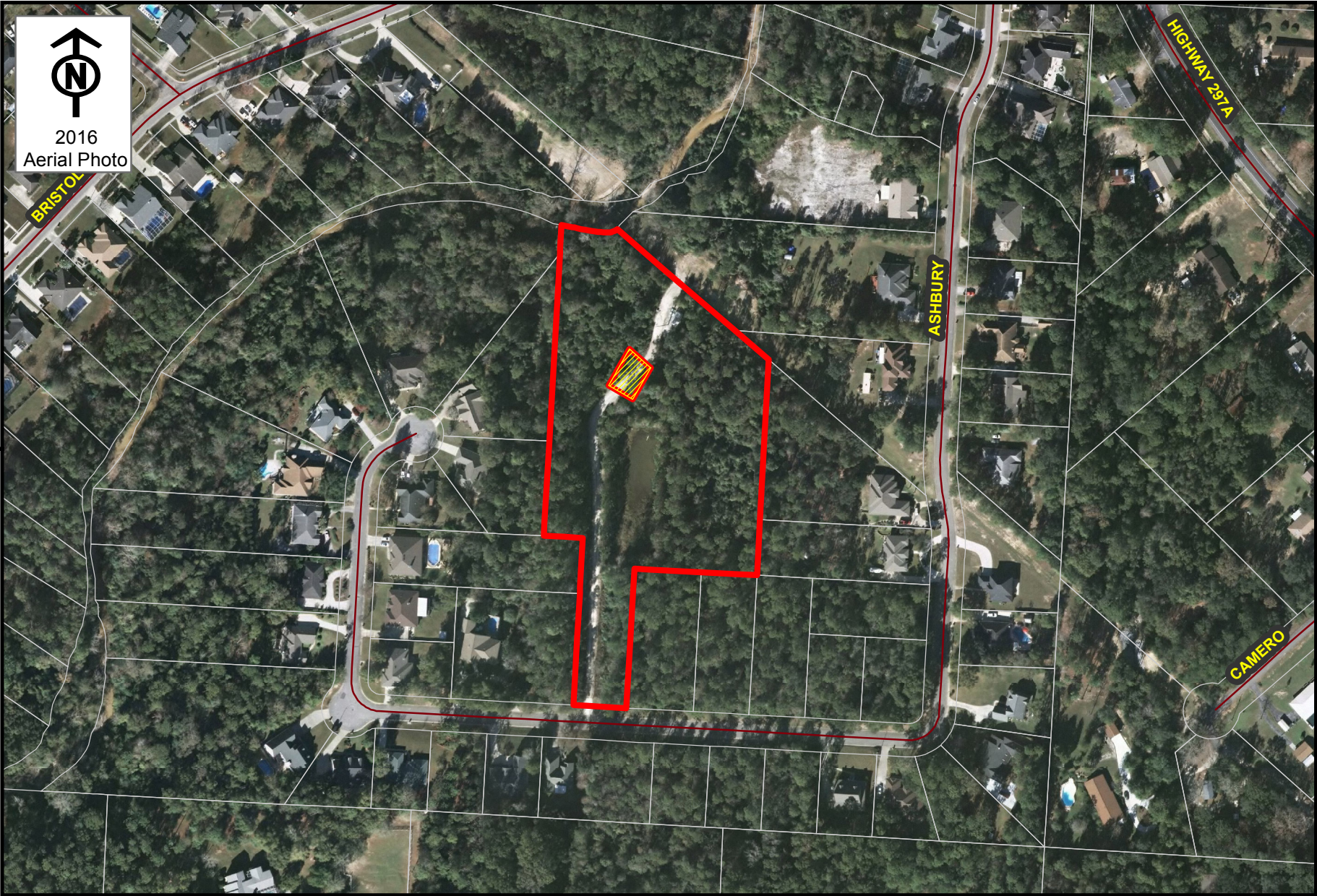
DESCRIPTION: PARCEL "X"  
 ASHBURY HILLS  
 ESCAMBA COUNTY, FLORIDA.

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 PROJ.# 380084



# Bristol Park - Ashbury Hills



ESCAMBIA COUNTY  
ENGINEERING DIVISION  
SSW 6/28/17    DISTRICT 5



**Ashbury Hills Homeowners Association**



**Emerald Coast Utilities Authority**



RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Mott MacDonald Florida, LLC, per the terms and conditions of PD 16-17.011, Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion, for Phase 1, Design, for a lump sum amount of \$762,490 and Optional Services for \$103,943, for a Phase 1 total of \$866,433; and for a Phase 2 Design, not-to-exceed amount of Basic Services \$717,391 and Optional Services for \$251,468, for a Phase 2 total of \$968,859; with a combined total of \$1,835,292, contingent on funding for Phase 2 (Funding for Phase 1: Fund 352, Local Option Sales Tax [LOST] III, HGMP Grant, Cost Center 210120, Object Code 56301, Project 16EN3595 – \$492,513; and Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 15EN3205 – \$373,920).

**Approved 5-0**

24. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Collection Agency Services Agreement for collection services for Public Safety EMS, between Escambia County and the Uptain Group, Inc., d/b/a Medco Services, per the terms and conditions of PD 16-17.019, in the estimated annual amount of \$45,000, for a term of 36 months, with an option to renew for two 12-month periods (Funding: Fund 408, Emergency Medical Services, Cost Center 330603, Object Code 53401, \$45,000 annually, Emergency Medical Services).

**Approved 5-0**



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

**AI-12472** **County Administrator's Report** **11. 2.**  
**BCC Regular Meeting** **Discussion**

**Meeting Date:** 07/18/2017

**Issue:** HUD Environmental Review for Continuum of Care Programs

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the U.S. Department of Housing and Urban Development Environmental Review for Continuum of Care Programs - Tonya Gant, Neighborhood & Human Services Director

That the Board consider whether the County will be the responsible entity for U.S. Department of Housing and Urban Development (HUD) Environmental Reviews for the Continuum of Care Programs, whether the Neighborhood Enterprise Division can undertake the Reviews for Escambia and Santa Rosa Counties, and whether to authorize the County Administrator to sign off on the reviews.

**BACKGROUND:**

HUD has recently starting requiring the local homeless Continuum of Care (COC) programs to undertake National Environmental Policy Act (NEPA) reviews for its projects. The only agencies that can serve as responsible entities under 24 CFR Part 58 are either the local government or HUD. The environmental reviews must be performed before any funds can be expended on a HUD project. The local COC has inquired as to whether the County can undertake these reviews for them. The reviews encompass six projects receiving awards from HUD through the COC, with EscaRosa Coalition on the Homeless (ECOH) serving as the lead agency. The Projects totaling \$784,376 are as follows:

1. Lakeview Center-Permanent Supportive Housing
2. Lakeview Center-Permanent Supportive Housing
3. Loaves and Fishes Soup Kitchen-Transitional Housing
4. ECOH-HMIS
5. ECOH-COC Planning Grant
6. ECOH-Centralized Coordinated Entry (Supportive Services)

The ECOH projects are exempt under 24 CFR Part 58 and should take minimal staff time to review and complete. The supportive and transitional housing projects will require a bit

more of a review, but most should fall under a limited scope review due to the leasing activities being supported by Lakeview Center and Loaves and Fishes Soup Kitchen. The housing activities encompass both Escambia and Santa Rosa counties. Due to the timing of the request received by COC partners, HUD will be performing the environmental review for one of the Lakeview Center housing projects so as not to delay project start, so County staff will only be reviewing 5 projects at this time. It is anticipated that it will take staff a few days to complete paperwork (sample attached) and associated backup required by HUD unless some unforeseen finding is discovered during the environmental review.

The Environmental Review is required on an annual basis by HUD. If the Board supports County staff preparing the review, staff will need direction as to whether this approval is good for one year or continuously.

**BUDGETARY IMPACT:**

Not applicable. The Continuum of Care funding does not come through the County, but is directly granted to COC agencies. It is not anticipated that any of the current proposed projects will require the County to publish a public notice and request for release of funds. If a public notice were needed, there COC would have to support the cost of publication as there is not currently funding budgeted for this purpose in County funds.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Not applicable.

**PERSONNEL:**

Neighborhood Enterprise Division (NED) staff would have to perform the reviews in addition to their usual responsibilities.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board authorization is required for the County Administrator to sign off on the Environmental Review record as prepared by NED staff.

**IMPLEMENTATION/COORDINATION:**

If approved by the Board, NED will coordinate information needed from the COC, including ECOH, Loaves and Fishes, and Lakeview Center for completion of the environmental review and subsequent submission to HUD.

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**Attachments**

ERR Exempt-CENST

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**U.S. Department of Housing and Urban  
Development**

451 Seventh Street, SW  
Washington, DC 20410  
www.hud.gov  
espanol.hud.gov

**Environmental Review  
for Activity/Project that is Exempt or  
Categorically Excluded Not Subject to Section 58.5  
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

**Project Information**

**Project Name:**

**Responsible Entity:**

**Grant Recipient** (if different than Responsible Entity):

**State/Local Identifier:**

**Preparer:**

**Certifying Officer Name and Title:**

**Consultant** (if applicable):

**Project Location:**

**Description of the Proposed Project** [24 CFR 58.32; 40 CFR 1508.25]:

**Level of Environmental Review Determination:**

Activity/Project is Exempt per 24 CFR 58.34(a): \_\_\_\_\_

Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):  
\_\_\_\_\_

**Funding Information**

Grant Number	HUD Program	Funding Amount

**Estimated Total HUD Funded Amount:**

**This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable):**

**Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:**

**Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities**

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

<b>Compliance Factors:</b> Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6</b>		
<b>Airport Runway Clear Zones and Accident Potential Zones</b>  24 CFR Part 51 Subpart D	Yes    No <input type="checkbox"/> <input type="checkbox"/>	
<b>Coastal Barrier Resources</b>  Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes    No <input type="checkbox"/> <input type="checkbox"/>	
<b>Flood Insurance</b>  Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes    No <input type="checkbox"/> <input type="checkbox"/>	

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title/Organization: \_\_\_\_\_

Responsible Entity Agency Official Signature:

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

Name/Title: \_\_\_\_\_

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



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

**AI-12474** **County Administrator's Report** **11.3.**  
**BCC Regular Meeting** **Discussion**  
**Meeting Date:** 07/18/2017  
**Issue:** Area Housing Commission  
**From:** Jack Brown, County Administrator  
**Organization:** County Administrator's Office  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Reappointment or an Appointment to the Area Housing Commission - Jack R. Brown, County Administrator

That the Board take the following action concerning a reappointment or an appointment to the Area Housing Commission:

A. Reappoint Carl E. Reeves to serve another four-year term, effective retroactively June 20, 2017, through June 19, 2021; or

B. Appoint one of the following candidates to serve a four-year term, effective July 18, 2017, through July 17, 2021:

1. John W. Carrell;
2. Kathleen A. Wilks;
3. Michael R. Moore; or
4. Lauren Cobb.

Mr. Reeves, Mr. Carrell, and Ms. Wilks responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from May 11, 2017, to May 25, 2017, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission. Mr. Moore and Ms. Cobb responded to the General Alert posted on the County's website on June 26, 2017, which extended the deadline for submissions to July 10, 2017.

**BACKGROUND:**

Carl E. Reeves was first appointed to the Area Housing Commission, effective November 15, 2012, through April 6, 2013, to serve the unexpired term of Shirley Henderson who had resigned. He was reappointed on June 20, 2013, to serve a four-year term, effective June 20, 2013, through June 19, 2017. He has indicated that he would like to be considered for reappointment.



Carl E. Reeves, John W. Carrell, and Kathleen A. Wilks all responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website from May 11, 2017, to May 25, 2017, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission. Mr. Moore and Ms. Cobb responded to the General Alert posted on the County's website on June 26, 2017, which extended the deadline for submissions to July 10, 2017.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Carl E. Reeves

John W. Carrell

Kathleen A. Wilks

Michael R. Moore

Lauren Cobb

Area Housing Commission General Alert

General Alert - Deadline Extended for Area Housing Commission Applications

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# GREATER Mount Lily

MISSIONARY BAPTIST CHURCH

619 East Gadsden Street | Pensacola, FL 32501 | 850.432.0403

Elder Carl E. Reeves, Pastor | Sister Janice DeSoto, Church Clerk

[greatermountlily@aol.com](mailto:greatermountlily@aol.com)

May 11, 2017

Ms. Judy Witterstaeter  
Program Coordinator  
Escambia County Board of Commissioners  
Post Office Box 1591  
Pensacola, FL 32502

Greetings, Ms. Witterstaeter:

I desired to write this letter to express my interest for reappointment as a Housing Commissioner on the Area Housing Commission. I was initially appointed in November, 2012, by the Escambia County Board of Commissioners to complete the remaining term (6 months) of a retiring Housing Commissioner. I was appointed to serve in June, 2013 by the Board of Commissioners to a full four year term which will expire on June 19, 2017. It has been a learning experience as well as a delight to render public service to the citizens of Escambia County.

I believe that I have been blessed with the compassion and ability to serve in appointed capacities within the realm of our local government. Before the initial appointment in 2012, I served on a sub-committee (the management & finance committee) under the leadership of the Area Housing Commission and its Chair. The sub-committee consisted of lay citizens given the responsibility to review specific operational and management information regarding the organization in order to provide recommendations to the Area Housing Board to make the best usage of the resources and provide the most effective service to the residents whom we serve.

During my time of service, I have constantly strived to learn more from those who are career public servants in the public housing discipline by attending and participating in the commissioner training provided by the U.S. Department of Housing & Urban Development, the National Association of Housing & Redevelopment Officials and the Florida Association of Housing & Redevelopment Officials organizations.

I truly believe that the Escambia County Board of Commissioners, the Area Housing Commission's employees, the residents and other stakeholders have benefitted from our collective leadership and labor. I'm thankful of the time served and I would be delighted to continue to render service in the capacity of Housing Commissioner if the Board Members will consider and subsequently reappoint me to the position. Should any questions or concerns arise, please contact me at the above listed telephone number.

Sincerely,  
*Carl E. Reeves*

Let all things be done decently and in order.  
1<sup>st</sup> Corinthians 14:40 (KJV)



[www.greatermountlilymbc.org](http://www.greatermountlilymbc.org)

**Carl E. Reeves**  
619 East Gadsden Street  
Pensacola, FL 32501  
greatermountlily@aol.com  
(850) 432-0403

## **OBJECTIVE**

To serve as a Member Commissioner via an appointment to the Area Housing Commission.

## **EDUCATION**

B. S. in Political Science & Public Administration  
Florida A. & M. University, 1985

Certified Housing Occupancy Specialist  
National Centers for Housing Management, 1994

## **EXPERIENCE**

February, 2007 – to the present

*Senior Pastor, The Greater Mount Lily Missionary Baptist Church*

- Serves as the Senior Elder and Chief Executive Officer of the Church Congregation.
- Oversee all spiritual needs and development of the Congregational Family.
- Provide administrative direction and oversight for all ministries and activities.

November, 2006 – to the present

*Police Neighborhood Liaison, The City of Pensacola Police Department*

- Serves as a liaison for the Police Department, other City Departments, business owners and neighborhood associations and/or groups.
- Acts as liaison with other federal, state or local agencies and/or officials.
- Promotes citizen involvement in neighborhood issues to ensure safe neighborhoods and communities.

April, 2003 – November, 2006

*Senior Chaplain, Santa Rosa C. I., The Florida Department of Corrections*

- Oversaw and provided spiritual guidance as well as pastoral care for all inmates and staff in a correctional (prison) environment.
- Advised and instructed administrators and staff regarding the extent of religious practices of inmates as it related to legal requirements.

October, 1997 – April, 2003

*Economic Self-Sufficiency Specialist, The Florida Department of Children & Families*

- Determined and maintained eligibility for food, medical and/or cash assistance for individuals and families.
- Worked in partnership with other social or governmental agencies to assist families and supply their respective needs.

October, 1994 – December, 1995

*Internal Control Auditor, The Chicago Housing Authority Section 8 Program*

- Responsibilities included ensuring that all federal housing rules and procedures were followed as it pertained to subsidized housing.
- Developed and instituted quality control measures for the Section 8 Program that maximized the effectiveness of the Certificate and Voucher Housing Programs.
- Provided fiscal monitoring of expenditures by the reviewing vendor payments.
- Responded to inquires from tenants, agent/owners and others regarding the CHA Policies and Procedures.
- Evaluated HUD Certifications and rental increases for accuracy.

# John Carrell

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Gulf Power Company  
850-748-2682  
jwcarrel@southernco.com

May 24, 2017

Area Housing Commission  
Attn: The Escambia County Board of County Commissioners  
1920 W. Garden Street  
Pensacola, FL 32502

**To The Area Housing Commission;**

I am pleased to be writing you regarding your opening for the appointment to the Area Housing Commission.

I have been a resident of Escambia County for approximately forty-two years. I have worked with the local Area Housing Commission for the last fourteen years in partnership on solar initiatives, energy efficiency programs and operational issues.

I have used and proven my organizational and management skills. I am currently the Board Chair for CAPC and secretary of the Board for the Emerald Coast Apartment Association.

I believe I can make a positive impact that will be beneficial to this organization and I appreciate your consideration of me for the Area Housing Commission.

Sincerely,

**John Carrell**  
**Commercial Marketing Rep**  
**Gulf Power Company**

## JOHN W. CARRELL

### SUMMARY

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Extensive experience marketing energy sales and efficiency with strong work ethic and great leadership skills. Exemplify integrity, personal responsibility, maturity and teamwork while utilizing the strong technical skills gained over the past 28 years. Maintain a balance between professional and personal development. Consideration is given to the company and the customer in all decisions.

### AREAS OF EXPERTISE

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Leadership	Coaching
System knowledge	Program development
Team support	Program implementation & management
Training and development	Technical knowledge and End-Use Sales

### PROFESSIONAL EXPERIENCE

---

**Commercial/Industrial Market Specialist, Gulf Power Company, Pensacola, FL 2014 – Present**  
Lead the individuals who are responsible for development and support of marketing strategies that contribute to the attainment of Energy Sales and Efficiency goals both DSM and End-Use Sales.

- Drive End-use efficiency goals and sales goals.
- Managed successful implementation of DSM Plan to achieve all established goals since 2011.
- Maintain custom relationships with the Multi-family industry.
- Develop relationship with key decision makers in the Community as a key point in contact for growth goals and expectations from the customers.
- Work directly with the engineering organization to meet customer needs and expectations for new and existing growth.
- Commercial Innovation team lead and member.

**Market Specialist Staff and Customer Incentive Program Manager, Gulf Power Company, Pensacola, FL 2011 – 2014** Responsible for development and support of residential marketing strategies which are responsive to market threats and opportunities and contribute to the attainment of Energy Sales and Efficiency / DSM goals.

- Provided project management and field leadership.
- Instrumental in developing the new EarthCents Home and Solar Thermal WH Pilot Program.
- Manage the Custom incentive for Commercial and Industrial applications.
- Provided support and assistance to marketing personnel for Class 1 Ratings and Audit support.
- Demonstrated leadership as the Secretary and Board member for the Emerald Coast Apartment Association.
- Provided program management for the development and deployment of our 2010 DSM and Energy Efficiency goals.
- Presented programs such as Renewable Energy, EarthCents Home, and STWH to industry and civic groups.

**Residential Energy Consultant, Gulf Power Company, Pensacola FL** 2001 – 2010  
Energy Consultant in all areas of Pensacola and Fort Walton Beach/Destin and assisted in all Districts both in residential and commercial.

- Responsibility for New Home construction. Sold GoodCents and all electric home participation to builders, designers, and developers and met regularly with them in the planning and construction stages.
- Spent considerable time in the Existing Home Market. Worked more closely with customers and HVAC dealers to encourage efficiency and sell end use products. Consistently exceeded my goals in Audits, Heating and Water Heating Conversions.
- Increased sales contribution significantly from the existing market to contribute additional EGM value to help exceed the team CPC goal.
- Chairman of the HBA Remodeler's Council in 2006. Participated in HBA events such as Home Expo and Paint your Heart out Pensacola. These events built co-worker confidence in my leadership ability and willingness to contribute to team results.

**Local Office Manager, Gulf Power Chipley, FL 1995 – 1997**

Served approximately 2 years developing community/company relationships. Team leader for office employees and field service representatives. Participated in many activities and projects.

- Co-chair for the Washington County Chamber of Commerce
- Chair of the United Way Washington County.

**Field Engineer, Gulf Power Company, Pensacola FL 1992 – 1995**

Worked 3.5 years in the Field Engineering for Ft. Walton Beach/Destin

- Duties included design and project management for the distribution system.
- Supported the Line Department as an Instructor for the Lineman Development Program.

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BAS Marketing, University of West Florida  
AS Pensacola State College  
Class 1, 2, and 3 Rater  
REA Certification BPI

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**PROFESSIONAL MEMBERSHIPS**

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Chairman of the Board – CAPC –2015 to Present  
Board Member/Secretary – Emerald Coast Apartment Association Member – RESNET –  
Certified Class 1 Energy Rater  
REA Certification BPI

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## RESUME

Kathleen A. Wilks  
7255 Chestnut Rd.  
Molino, FL 32577  
(850)587-5778

Wishes to serve on the Housing Commission, with the belief that the knowledge, skill and abilities gained from serving on the EPHRC will serve the City and County well.

### EPHRC

I served as Vice Chair for 5 years, served as Housing Committee chair for 1 year. I developed the Housing Hearing protocols' and procedures. I have become fully familiar with County and City housing codes, State laws and building code requirements as well as HUD rules.

### Center for Independent Living-Disability Resource Center

I served for 9 years on the Board of Directors, and for 4 years on the executive Committee as Secretary.

### DCAN or Disability Community Advocacy Network

I serve as Chairperson and have for some 4 years. The committee is working to assist the community in becoming accessible to persons with disabilities.

I retired from working in a State position as a healthcare evaluator for AHCA, for 11 years providing Medicaid/Medicare and State Licensure for all types of healthcare facilities in the District. I was performing COBRA violation investigations of Hospital emergency room services. I investigated nursing home complaints and provided Medicare/Medicaid surveys and State licensure of said facilities.

**Judy H. Witterstaeter**

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**From:** Michael Moore [michaelroymoore@gmail.com]  
**Sent:** Monday, June 26, 2017 11:05 AM  
**To:** Judy H. Witterstaeter  
**Subject:** Resume and letter for consideration of AHC  
**Attachments:** Area Housing Cover.docx; Mike Moore-Resume 2017.docx

Both should be attached with this email.

Thank you.

Mike Moore

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“There is a tide in the affairs of men. Which, taken at the flood, leads on to fortune; Omitted, all the voyage of their life Is bound in shallows and in miseries. On such a full sea are we now afloat, And we must take the current when it serves, Or lose our ventures.” – William Shakespeare



**Michael Moore**

3721 Swan Ln • Pensacola, FL 32504  
Phone: 850-910-2696 • E-Mail: michaelroymoore@gmail.com

**Date: June 26, 2017**

**Judy Winterstaeter  
Program Coordinator  
Board of County Commissioners  
P.O. Box 1591  
Pensacola, FL 32502**

**Dear Ms. Winterstaeter:**

**Please consider this letter and my attached resume for inclusion of candidates being considered for appointment to the Area Housing Commission. I have lived in the North-West Florida area for the last ten years and Escambia County for the last year and a half.**

**I appreciate the opportunity for consideration.**

**Sincerely,**

**Michael Moore**

# Michael R. Moore

3721 Swan Ln  
Pensacola, Florida 32504  
Home: (850) 910-2696  
Cell: (251) 422-5700  
[michaelroymoore@gmail.com](mailto:michaelroymoore@gmail.com)

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Citizenship: United States of America

## SUMMARY OF EXPERIENCE

- Twenty years working directly as end user support, nine years as a technology department manager.
- I am Security + certified and I work daily with our servers, workstations, routers and Cisco switches maintaining security protocols and intrusion detection.
- I assist prosecutors in recovering audio, video and other forms of evidence both digital and analog recovery and also with audio and video redactions.
- I am a resourceful worker and a team player but I am not afraid to think outside the box.
- I am able to organize, prioritize, and meet deadlines efficiently.

## PROFESSIONAL ACCOMPLISHMENTS

**Mobile County District Attorney's Office, Mobile, AL**  
District Attorney Ashley Rich  
205 Government Street  
Suite C-701  
Mobile, AL 36644  
Phone: 251-574-8400  
Supervisor: Mike Morgan - Chief Investigator  
May be contacted

**8/2008 – Present**  
40 hours per Week

**TECHNOLOGY MANAGER** – I am charged with maintaining all computer and technology needs in our office and am the primary contact with outside law enforcement offices for technology needs.

- I provide daily customer service to approximately seventy employees and also to many local attorneys and law enforcement departments for their various technological needs relating to cases handled by our office. By using sound judgment and problem solving skills that I have developed over the past 20+ years I am able to provide thorough, accurate, and informed decisions for problem resolution utilizing audience appropriate oral and written communication skills to assure my customers and supervisors are satisfied and that I exceed their expectations.
- When necessary I provide training based upon the audience and nature of the information by basing the level of technical proficiency needed, content, sensitivity or controversial matter involved. When necessary I can also involve the customers in active problem solving by empowering the customers and by expressing ideas and facts that can allow for a clear determination to the accuracy and relevance of the solution and also by making convincing presentations and responding to verbal and non-verbal cues.
- I am the technical support contact to research surveillance systems and obtain the required methods to enable prosecutors to review and display audio and video based evidence in courtroom presentations. I work with other law enforcement agencies outside our office to provide comprehensive technological assistance and assist in the redaction of audio and video for defendant testimony as well as operate a Cisco teleconference system with the Mobile police department for critical incident response displaying the system on a video wall that I designed and implemented.

- I am primarily responsible for all bids, software and hardware upgrades and installations of printers, copiers, fax machines, switches, WAP's, laptops, desktop workstations and servers. During the bid process I am responsible for researching all equipment so that I am well informed about available products and services in order to make sound recommendations to the District Attorney by documenting the requirements for needed hardware and software. Maintaining a yearly list of needed and requested equipment upgrades and determining feasibility in the use of accomplishing successful prosecutions along with budget guidelines.
- I am charged with maintaining network security including monitoring for intrusions and malicious activity using packet analysis software Wireshark. I monitor server and database logs on a daily basis, changing passwords, adding and removing access for users and maintaining the email server and using other security measures I learned while studying network+ and also passing my security+ certification.
- I recently had to troubleshoot a problem with two Gigabit fiber lines failing by using a flashlight and a smartphone because of the lack of proper network testing equipment, combining the working fiber from two non-working pairs making a usable pair to get our network back online and fully operational. I determined this course of action by using the skills I had learned from my prior experience as well as from my network+ class and from taking the Cisco CCNA academy courses at my local college recently. I was able to configure the Cisco 2960 switches that were recently replaced due to EOL preventative maintenance in order to maintain network connection between our three floors and our internet provider.
- I recently spearheaded a campaign to move our data storage from individual workstations to a centrally managed server using shared user and group folders by following industry standard guidelines from the planning phase through implementation to completion. This followed by a new backup strategy campaign to that I co-developed using off-site cloud storage with Amazon cloud service. While there were many times that additional end-user group and one-on-one training sessions the improvements have already begun to be self-evident to the staff and productivity has increased.
- Initial setup and maintain all computer servers and workstations, related hardware and software. Support of prosecutors and redacting testimony as well as filming depositions when required and editing footage.
- Maintaining company software assets and licenses, upgrading systems and software.
- Maintaining remote office computers and monitoring network security and threats through the use of remote control software.
- Install network wiring and outlets when/where needed as well as work with officers when evidence is brought in for charging.

**Tech Advanced Computers, Pensacola FL**  
1508 Creighton Road  
Pensacola, FL 32504  
Phone: 850-479-9227  
Supervisor: Robert Rabinowitz – Co-Owner

**2/2008 – 8/2008**  
40 hours per week

**SERVICE TECHNICIAN** – Position was responsible for diagnosis and repair of all Apple computers, but also any windows based systems as needed.

- Primarily Responsible for all of the Escambia County School District Apple computers and peripherals in and out of warranty repairs as well as Windows based systems and printers.
- Replacement of system boards, lcd panels, hard drives, media card readers, RAM, transfer assemblies, monitors for desktop, laptops and printers.
- Occasional customer relationship building to retain customer satisfaction with Apple products and onsite hardware and software recommendations.

**Digital Intelligence Systems Corporation, Chantilly, VA**  
8270 Greensboro Drive, Suite 10002  
McLean, VA 22102  
Phone: 703-752-7900

**11/2007 – 2/2008**  
20-40 hours per week

**ON-SITE TECHNICIAN** – Position involved in the on-site repairs of Dell computers and printers.

- Traveling to customer site to install service parts that were reported defective while still under warranty from Dell and had been shipped to depot for repairs.
- Replacement of system boards, LCD panels, hard drives, media card readers, RAM, transfer assemblies, monitors for desktop, laptop and printers.
- Constant customer relationship building to insure customer satisfaction with Dell products.

**Ackerman McQueen, Irving, TX**  
1717 McKinney Ave, Suite 1800  
Dallas, TX 75202  
Phone: 214-217-2500  
Supervisor: Mike Dennehy, 405-843-7777  
May be contacted

**8/2002 – 9/2007**  
40-60 hours per week

**TECHNOLOGY MANAGER** – Increased responsibilities from the system analyst position and was also tasked with running the A/V video conference center for client meetings and gatherings.

- Tasked with researching, recommending and installing a reliable communication system for senior executives to communicate with clients and each other while out of the office and not available via phone. Upon approval I installed a Blackberry server because of the reliability of their network communication services during September 11, 2001 terror attack on our nation.
- Recommend, install and maintain all Windows and Macintosh computer workstations and servers, including related hardware and software in local and remote offices.
- At one time our Microsoft Exchange server failed and we encountered some tape failures, I alone remained on the phone with Microsoft throughout the ordeal working 84 hours straight without sleep to get our email system back online.
- Trained employees and artists on software usage and arranged training classes whenever necessary.
- Installed network jacks, ran CAT-5 cabling between floors, through riser equipment, ceilings, etc.
- Schedule and operate all local video conferencing including VYVX broadcasting services recording satellite fed video into Betamax or digital transfer to computer for our AVID editing bays.
- Operate all cameras and A/V equipment during executive meetings and client presentations.
- Maintained Panasonic and Mitel Phone systems, performed programming as needed.
- Install and maintain WAN equipment and Cisco routers between satellite offices, including new network cabling.
- Responsible for all backup operations of computers and servers.

Ackerman McQueen, Oklahoma City, OK  
1100 The Tower  
1601 Northwest Expressway  
Oklahoma City, OK 73118  
405-843-7777  
Supervisor: Mike Dennehy  
May be contacted

6/1996 - 8/2002  
40-60 hours per week

SYSTEMS ANALYST – Responsible for all Macintosh computers as well as Windows based servers in the main office and in offices nationwide and in Europe.

- Install and maintain all Macintosh computers, servers, scanners, printers for artists. Provided end user support to the employees of the Oklahoma City office and our satellite offices in the US and abroad by providing thorough diagnosis and problem resolution.
- Perform network maintenance, install network and phone wiring when and where needed.
- Install and maintain WAN equipment and Cisco routers between satellite offices.
- Backup A/V room operator, operate cameras when needed for executive meetings and client presentations.
- Responsible for all backup operations of artist computers and servers.

**Education**

AS-ITSEC Pensacola State College, 1000 college Boulevard, Pensacola, FL 32504, August – 2016

IT-SEC Program Scholar recipient – Pensacola State College April 2016

G.E.D., Emerson Metro High School, 715 North Walker, Oklahoma City, OK 73102, 1982

**Training**

2016	Project management, IT Project Management 6 hrs, Pensacola State College
2015	Cisco CCNA Security 3 hrs, Pensacola State College
2014-15	Cisco CCNA1-4, 12 hrs, Pensacola State College
2013	Security Awareness, 3 hrs, Pensacola State College
2013	Security +, Network +, Windows Client Pro , Windows Server 2008, 2012, 12 hrs, Pensacola State College
2000	Pascal, C++, Visual Basic, 9 hrs, Oklahoma State College, Okc, OK

**Certifications**

12/2014 - Security +ce, verification code: 6V49658B7KVQSIND  
 3/2008 - Apple computer and servers  
 11/2007 - Dell desktop, laptop and servers  
 5/2015 - General Class Amateur Radio (KK4WTX)

**Judy H. Witterstaeter**

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**From:** Lauren Cobb [laurencobb@gmail.com]  
**Sent:** Sunday, July 09, 2017 5:50 PM  
**To:** Judy H. Witterstaeter  
**Subject:** Area Housing Commission application  
**Attachments:** LCobb Resume.pdf; LCobb, letter of interest.pdf

Ms. Witterstaeter:

Attached please find my resume and letter indicating my desire to serve on the Area Housing Commission.

Sincerely,

Lauren Cobb

**LAUREN COBB**

laurenbcobb@gmail.com | (850) 525-2909

July 9, 2017

Judy Witterstaeter  
Program Coordinator  
Board of County Commissioners  
PO Box 1591  
Pensacola, FL 32502

Dear Ms. Witterstaeter:

I am writing to express interest in serving on the Area Housing Commission (AHC). I believe I can bring a valuable perspective to the AHC because of my significant experience working with low-income tenants in the Pensacola area

As a former legal services attorney, I litigated numerous landlord/tenant disputes, often negotiating with local landlords to reach a favorable resolution. I presented to community groups on the basics of landlord/tenant law and conducted regular legal clinics to assist rural clients with disaster relief and housing issues.

I wish to remain involved in the local housing community, which is why I am seeking to serve on the AHC. I know that my professional experience combined with my understanding of the importance of safe, decent, affordable housing will allow me to contribute positively to the AHC's mission. Thank you for considering my resume.

Sincerely,

*/s/ Lauren Cobb*

## LAUREN COBB

laurencobb@gmail.com | (850) 525-2909

### Employment

OFFICE OF THE FEDERAL PUBLIC DEFENDER, NORTHERN DISTRICT OF FLORIDA  
*Assistant Federal Public Defender*, June 2017 to present

Pensacola, FL

Represent indigent defendants through all stages of the criminal trial process, from initial appearance through trial and sentencing; participate in discovery; conduct legal research for use in pre-trial pleadings and trial objections; consult with doctors, psychologists, and other forensic experts

LEGAL SERVICES OF NORTH FLORIDA, INC.  
*Staff Attorney*, March 2016 to June 2017

Pensacola, FL

Represented indigent clients in all types of civil litigation, including landlord/tenant disputes, probate actions, domestic violence injunctions, and dependency cases; draft pleadings and correspondence; give presentations to groups on tenants' rights and responsibilities; operated a legal clinic every Friday in Century, Florida, primarily to assist tornado victims with title clearing issues in order to increase eligibility for disaster housing replacement assistance

INDIANA DEPARTMENT OF CHILD SERVICES  
*Staff Attorney*, November 2015 to March 2016

Bedford, IN

Represented the State of Indiana in Child in Need of Services cases, Termination of Parental Rights cases, adoptions, and other cases related to the safety of children; draft pleadings; participate in discovery; work closely with the Family Case Managers to prepare for court

OFFICE OF THE PUBLIC DEFENDER, FIRST JUDICIAL CIRCUIT  
*Assistant Public Defender*, July 2011 to July 2015

Pensacola, FL

Tried as lead counsel more than 25 jury trials, including first-degree murder and other life felonies; successfully argued statutory immunity from a second-degree murder charge under Florida's Stand Your Ground Law; served as one of four attorneys circuit-wide tasked with representing clients against whom the state was seeking the death penalty

FULTON COUNTY DAILY REPORT

Atlanta, GA

*Appellate Summary Writer*, October 2010 to July 2011

Summarized Georgia appellate court opinions for publication online and in a daily newspaper; independently wrote, edited content, and then copy edited for publication

U.S. COURT OF APPEALS FOR THE ELEVENTH CIRCUIT  
*Staff Attorney*, June 2008 to July 2010

Atlanta, GA

Wrote draft opinions for federal appellate judges; wrote legal memoranda applying federal and state law to the facts in the record and then recommending a particular disposition for each case; assisted on a range of appeals, including direct criminal, sentencing, social security, *pro se*, employment discrimination, and immigration cases



Public Interest Law Center

Tallahassee, FL

*Certified Legal Intern*, May 2006 to December 2007

Advocated on behalf of Florida inmates sentenced to life without the possibility of parole for crimes they committed as juveniles through both legislative and legal strategies; researched individual client's backgrounds in preparation for both petitioning the Governor for Executive Clemency as well as petitioning regional international tribunals

### **Education**

FLORIDA STATE UNIVERSITY COLLEGE OF LAW

Tallahassee, FL

*Juris Doctor*, Cum Laude, December 2007

GPA: 87.9 / 100

Class Rank in Fall 2005 entering class: 26 / 264 (Top 10%)

### *Journals and Honors*

*Florida State University Law Review*

*Florida State University Business Review*

Dean's List, three semesters

Lance Block Children's Advocacy Center Scholarship recipient

UNIVERSITY OF WEST FLORIDA

Pensacola, FL

*Bachelor of Arts*, History, Cum Laude, April 2005

GPA: 3.77 / 4.00

### **Bar Memberships**

State of Florida, April 2008 to Present

U.S. District Court, Northern District of Florida, May 2016 to Present

State of Indiana, September 2015 to September 2016

Judy H. Witterstaeter

---

**From:** Community & Media Relations  
**Sent:** Thursday, May 11, 2017 12:07 PM  
**To:** Judy H. Witterstaeter  
**Subject:** Area Housing Commission Seeking Residents to be Considered for Appointment



News Center



[Click HERE to View in Browser](#)

## Area Housing Commission Seeking Residents to be Considered for Appointment

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Area Housing Commission.

Escambia County residents interested in serving on the Area Housing Commission are asked to submit a resume and letter indicating their desire to serve by the close of business on Thursday, May 25. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502 or emailed to [jhwitter@myescambia.com](mailto: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.**

### AREA HOUSING COMMISSION

The Area Housing Commission, or AHC, is a duly organized and existing public body corporate and politic of the State of Florida, duly created pursuant to the authority of the constitution and statutes of the State of Florida including particularly, Chapter 421, as amended. Its purpose is to provide decent, safe, sanitary and economical housing to low- and moderate-income families in Escambia County, and has countywide jurisdiction with the exception of the town of Century. The AHC's governing body is a board of commissioners consisting of five appointees. Two are appointed by the Pensacola City Council, two by the Escambia County Commissioners and the fifth member is appointed by the other four. The term of service is four years.

The AHC has 12 regular meetings per year and three to four special meetings per

year. They meet every fourth Wednesday of the month for 2 to 2 ½ hours. Board members travel to Orlando once a year to attend meetings. According to the bylaws, the board of commissioners has general supervision direction, and control over the business and affairs of the AHC, subject to applicable federal and state laws.

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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](mailto:cmr@myescambia.com)

Judy H. Witterstaeter

---

**From:** Community & Media Relations  
**Sent:** Monday, June 26, 2017 10:42 AM  
**To:** Judy H. Witterstaeter  
**Subject:** Deadline Extended for Area Housing Commission Applications



News Center



[Click HERE to View in Browser](#)

## **Deadline Extended for Area Housing Commission Applications**

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Area Housing Commission.

Escambia County residents interested in serving on the Area Housing Commission are asked to submit a resume and letter indicating their desire to serve by the close of business on Monday, July 10. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502 or emailed to [jhwitter@myescambia.com](mailto: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.

### **AREA HOUSING COMMISSION**

The Area Housing Commission, or AHC, is a duly organized and existing public body corporate and politic of the State of Florida, duly created pursuant to the authority of the constitution and statues of the State of Florida including particularly, Chapter 421, as amended. Its purpose is to provide decent, safe, sanitary and economical housing to low- and moderate-income families in Escambia County, and has countywide jurisdiction with the exception of the town of Century. The AHC's governing body is a board of commissioners consisting of five appointees. Two are appointed by the Pensacola City Council, two by the Escambia County Commissioners and the fifth member is appointed by the other four. The term of service is four years.

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**Community and Media  
Relations**

Phone: [\(850\) 595-3476](tel:(850)595-3476)

Email: [cmr@myescambia.com](mailto:cmr@myescambia.com)



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

**AI-12447** **County Attorney's Report** **11. 1.**  
**BCC Regular Meeting** **Action**

**Meeting Date:** 07/18/2017

**Issue:** Recommendation Concerning Approval of Mediated Settlement Agreement in the Case of the Estate of James Brumley v. Escambia County

**From:** Charles Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Approval of Mediated Settlement in the Sum of \$70,000.00 in the Case of Charles Brumley as the Personal Representative of the Estate of James Brumley v. Escambia County, Case No.: 2015 CA 001814

That the Board take the following action:

A. Approve the settlement reached during mediation in the sum of \$70,000.00 to be paid to Charles Brumley as Personal Representative of the Estate of James Brumley and his attorneys in exchange for the execution of a general release and stipulation for dismissal with prejudice, and;

B. Authorize Scott Seagle, attorney for the County, to execute a stipulation for dismissal with prejudice once the appropriate releases are executed and delivered to Mr. Seagle and settlement payment is made.

[Funding: Fund 501, Balance Sheet Account 239898]

**BACKGROUND:**

James Brumley was arrested on October 28, 2014 for various misdemeanor charges, one of which was driving under the influence. After arrest, Mr. Brumley was brought to the County jail. Mr. Brumley went through the normal intake screening processes and was classified as minimum security without risk of suicide. Mr. Brumley was evaluated by a physician who diagnosed Mr. Brumley as suffering from alcohol dependence. The physician placed Mr. Brumley on an alcohol detoxification protocol which required Mr. Brumley to remain in the infirmary under the supervision of health care staff. The County's policy for observing inmates who were in the infirmary under minimum security called for visual checks at least once every hour.

On November 2, 2014, Mr. Brumley was escorted to the shower room to take a shower by a correctional officer. Mr. Brumley had concealed in his towel or on his person a torn piece of bed sheet. During the time that he was taking the shower, Mr. Brumley hanged himself with the bedsheet and could not be resuscitated. He was survived by his parents. Charles Brumley, Mr. Brumley's father, as Personal Representative of his estate, brought suit in Escambia County Circuit Court alleging negligence by the County in not searching Mr. Brumley before taking a shower and for allowing a significant amount of time to pass before Mr. Brumley was discovered hanged. The Estate alleged that Mr. Brumley had complained to jail personnel about feeling depressed which should have alerted jail personnel that he was a suicide risk requiring more scrutiny.

Scott Seagle, of the law firm of Coppins Monroe, was retained by the County's liability detention carrier to represent and defend the County. Mr. Seagle filed an extensive motion for summary judgment requesting the Circuit Court to enter a judgment in favor of the County on the grounds that the setting of policies by the County was a discretionary activity, immune from lawsuit, and that the County was not negligent in the frequency of observing Mr. Brumley, as there were no facts that Mr. Brumley was suicidal.

This settlement acknowledges the uncertainties of litigation as the motion for summary judgment, if denied, would have required a jury trial in which the sympathies of a jury may have rested with the grieving parents of Mr. Brumley. The settlement is well within the lower range of expected verdicts should the case have proceeded to a jury trial. Attached to this recommendation is the mediated settlement agreement and general release executed by Charles Brumley as the Personal Representative of the Estate of James Brumley. The County will be funding this settlement in part with the liability insurance company as there is a \$100,000.00 deductible under the policy.

**BUDGETARY IMPACT:**

Fund 501, Balance Sheet Account 239898

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Mr. Seagle will obtain the necessary documents to effectuate a settlement and execute stipulation for dismissal with prejudice.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Settlement Agreement with Addendum, and General Release





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**MEDIATED SETTLEMENT AGREEMENT  
AND GENERAL RELEASE**

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This Settlement Agreement and General Release (“the Agreement”) is entered into by and between Plaintiff, CHARLES BRUMLEY, as Personal Representative of the Estate of JAMES BEACHER BRUMLEY (“Brumley”), and Defendant, ESCAMBIA COUNTY, FLORIDA (“the County”) as follows:

**I. RECITALS**

**WHEREAS**, Brumley commenced an action against the County in the Circuit Court in and for Escambia County, Florida, which was assigned case number 2015-CA-001814 (“the lawsuit”); and

**WHEREAS**, on June 27, 2017, Brumley and the County (together, “the parties”) participated in mediation with the services of a professional mediator and, through mediation, have agreed that their respective interests would best be served by resolving any and all claims that they may have against one another without any further proceedings;

**NOW THEREFORE**, in consideration of the completion of the terms outlined herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**II. RELEASE AND COVENANTS**

1. All of the agreements, acknowledgements, requirements, conditions, and obligations by Brumley contained within this Agreement are entered into by Brumley in his capacity as personal representative of the Estate of Charles B. Brumley and on behalf of the Estate and all Survivors.

2. This Agreement is subject to and conditioned upon approval by the Escambia County Board of County Commissioners. The undersigned representative of the County agrees to seek final approval of this Agreement at the earliest possible date and to recommend its approval to the Board of Commissioners.

3. The County agrees that it, or others on its behalf, shall pay Brumley a total sum of seventy thousand dollars (\$70,000.00) as full and complete settlement and satisfaction of any and all claims Brumley has or may have against the County, including but not limited to any claims for damages, attorneys’ fees, and costs. This sum shall be paid in the form of a check payable to “Trust Account of Michles & Booth, P.A.” and counsel for Brumley shall be responsible for deduction of any fees and costs and distribution of net proceeds of the settlement amount. By payment of this sum, the

County admits no liability with regard to any claim or potential claim by Brumley against it.

4. The payment of the above-referenced amount shall occur within thirty (30) days after approval by the Board of County Commissioners and after a fully executed original of: (a) this Agreement, (b) the Medicare addendum by Brumley and all Survivors, and (c) I.R.S. Tax Form W-9 by Michles & Booth, P.A., are returned to the County's counsel in this matter. The execution of these documents by Brumley, the Survivors, and counsel are conditions for payment of the amount listed above only and any failure to execute them shall not affect the validity, enforceability, or final binding effect of this Agreement.

5. In exchange for the consideration described above, Brumley agrees to dismiss, with prejudice, the claims in the lawsuit and to never commence any claim or civil action based upon or arising out of the facts and events alleged therein.

6. As additional consideration for the payment of monetary compensation described above, Brumley releases the County and its officials, officers, administrators, employees, agents, servants, third party administrators, legal representatives, insurers, firms, successors, and assigns, if any, and any other person, partnership, corporation, association, organization or entity now or previously acting directly or indirectly in the interest of or on behalf of the County, along with any other related entities thereof, personally, officially, or in any capacity whatsoever (collectively referred to herein as "Released Parties"), from any and all manner of actions, suits, liens, debts, damages, injuries, claims and demands whatsoever, at law or in equity, arising out of or under any federal, state, or local law, statute, ordinance, public policy, Executive Order, or constitutional provision, or concerning any other claim of any type, whether known or unknown, which Brumley may now have or which Brumley may have had prior to the date of this Agreement, and whether raised in the lawsuit or not, to the maximum extent permitted by law.

7. The parties agree that, aside from the amount of settlement, each of them shall bear their own attorneys' fees and costs incurred in connection with this matter including the preparation, review of, and entry into this Agreement.

8. The parties recognize and agree that execution of this Agreement and compliance with it by the County constitutes a total settlement and release of all claims against the County ever held by Brumley as of the date of this Agreement.

9. The parties acknowledge that they have each entered into this Agreement voluntarily and with full understanding of its terms and conditions; that they have been represented by competent legal counsel of their own choosing throughout the pendency of the negotiations leading to the entry into this Agreement; and, that they have been advised regarding their rights.

10. Neither this Agreement nor act by the parties is to be construed as an admission of any liability, wrongdoing or unlawful conduct by any party. It is understood and agreed that this Agreement is the compromise of disputed claims, that the County expressly denies any liability for the acts complained of, and that this Agreement is intended merely to avoid litigation and, once and for all, to amicably end any dispute between the parties.

11. Brumley is responsible for satisfaction of any pending liens related to damages or expenses, legal, health care, or otherwise, allegedly incurred as a result of the incident that is the subject of the lawsuit.

12. Brumley covenants and agrees, except as required by law, never to commence or prosecute or aid in any way any action or any proceeding against the Released Parties based upon any claims, demands, causes of action, obligations, damages, or liabilities of any kind occurring prior to the execution of this agreement. This provision shall not operate as a bar to a proper cause of action by Brumley based solely upon future conduct of the County occurring beyond the effective date of this Agreement.

13. Brumley agrees that the only consideration provided to him by the County for entering into this Agreement is that stated herein; that no other promises or inducements of any kind have been made to him by any person or entity to cause him to execute this Agreement; and, that he fully understands the Agreement's meaning and intent including but not limited to its final and binding effect. Brumley acknowledges that no oral representations have been made to him by the County or its legal counsel regarding the terms of this Agreement including the tax implications (if any) of any payment made pursuant to this Agreement.

14. Brumley acknowledges and agrees that he will be responsible for any and all tax withholdings or other consequences arising from the payment herein under federal or state law. Brumley agrees to indemnify and hold harmless the Released Parties from, and to satisfy in full, any and all claims or liens presently existing or that might exist in the future against Brumley on the payment of settlement funds herein by any person, entity, or corporation.

15. Brumley further agrees to hold harmless, indemnify and defend the Released Parties from any cause of action, including, but not limited to, an action by the Centers for Medicare and Medicaid Services ("CMS"), to recover or recoup Medicare benefits or loss of Medicare benefits or for any other recovery sought by or on behalf of CMS related to this settlement, including past, present, and future and/or conditional payments. Brumley agrees not to use any designated Medicare allocation funds to pay claims for conditional payments that may have been made by Medicare. Brumley, on his own behalf and on the behalf of all other Survivors, further represents and warrants that he and the Survivors do not have any liens imposed upon them by the Florida

Department of Public Welfare or, to the extent they have any liens, Brumley, as personal representative and on behalf of the Estate and all Survivors, agrees to be solely responsible for the payment and/or resolution of such liens. The attached addendum contains further agreements and representations regarding Medicare to be executed by Brumley and all other Survivors.

16. This Agreement, including the addendum related to Medicare, contains and constitutes the entire agreement, understanding, and stipulation of the parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. The terms of this Agreement are contractual, not a mere recital, and may be enforced. No change, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by each of the parties.

17. This Agreement shall be construed in accordance with the laws of the United States and the State of Florida. Venue for any dispute shall be Escambia County, Florida.

18. The provisions of this Agreement are severable and if any part of it is found to be void or unenforceable the remaining provisions shall remain fully valid and enforceable.

19. The parties agree that no waiver of any breach of any provision or term of this Agreement shall be deemed to constitute consent to any continuation of such breach, act, or omission.

20. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

21. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person; by expedited delivery service; when posted by United States registered or certified mail, postage prepaid; or, when transmitted via electronic mail, facsimile, telex, cable, or any other mechanical form of written communication, confirmed by mail, postage prepaid, to the last known address of the party.

**THE UNDERSIGNED, HAVING READ AND UNDERSTOOD THIS RELEASE, VOLUNTARILY AND OF THEIR OWN FREE WILL, AGREE TO ALL OF ITS PROVISIONS.**

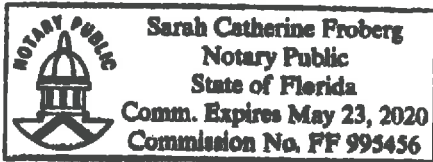
[signatures on page 5]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of June 2017.

Charles Brumley  
CHARLES BRUMLEY, as Personal Representative of the Estate of JAMES BEACHER BRUMLEY

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 27th day of June 2017, by CHARLES BRUMLEY, who is [ ] personally known to me or [X] who has produced Florida License as identification.

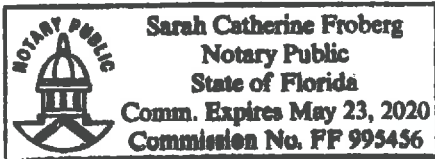


Sarah Froberg  
NOTARY PUBLIC  
Print, type or stamp name and expiration date

Robert Dye  
ROBERT DYE  
Office of Risk Management  
Escambia County, Florida

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 27th day of June 2016, by Robert Dye, who is [ ] personally known to me or [X] who has produced Florida License as identification.



Sarah Catherine Froberg  
NOTARY PUBLIC  
Print, type or stamp name and expiration date

**ADDENDUM TO SETTLEMENT  
AGREEMENTS AND GENERAL RELEASES**

***Representations to Releasee<sup>1</sup> With Regard to Medicare's Interests***

Releasor and Releasor's attorney hereby warrant and represent that Releasor presently is not, nor has ever been enrolled in Medicare Part A or Part B. Further, Releasor has no claim for Social Security Disability benefits nor is Releasor appealing or re-filing for Social Security Disability benefits.

OR

Releasor is a male/female whose date of birth is 6/28/1939 and has a Medicare claim number of 443-38-2909A. Releasor is presently enrolled in Medicare Part A or Part B or previously was enrolled from \_\_\_\_\_ to \_\_\_\_\_. Releasor and Releasor's attorney warrant and represent there has been full disclosure of his/her Medicare status to Releasee.

***Medicare's Interests***

In reaching agreement on the terms of this Release, the parties acknowledge Releasor's possible entitlement to Social Security disability benefits pursuant to 42 U.S.C. § 423, and, if applicable, Releasor's receipt of Medicare or Medicaid benefits under 42 U.S.C § 1395y, as well as the entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2) to recover any overpayment made by CMS,

---

<sup>1</sup>Any reference to Releasee herein shall include and extend to "Released Parties" as defined in the accompanying Full Release, and shall include and extend to Releasee's past, present, and future owners, officers, directors, stockholders, insurers, third-party claims administrators, attorneys, agents, servants, representatives, employees, parent companies, subsidiaries, affiliates, partners, predecessors and successors in interest, assigns, and any and all other persons, firms, corporations or other entities with whom any of the former have been, are now, or may hereafter be affiliated.

including recovery against Releasor and/or Releasor's attorney. The parties to this Release agree that this Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of injury related conditions. The parties agree that this settlement is intended to provide Releasor a lump sum and/or future periodic payment that will foreclose Releasee's responsibility for future payment of all injury related medical expenses. Releasor waives the private cause of action found in the Act for himself/herself and any claiming through Releasor.

***Non-reimbursable Expenses*** (where there is a Medicare Set Aside ("MSA") or other future medical expense consideration)

The parties to this Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare but necessary in the ongoing treatment of the Releasor's injury, and without an admission of liability on the part of the Releasee, have been taken into consideration in the calculation and settlement of Releasor's future medical expenses. Funds for these non-Medicare covered medical expenses have been included in the lump sum settlement amount and shall not be paid from any Medicare allocation amount.

***Benefit Eligibility***

Releasor and Releasor's attorney acknowledge that any decision regarding entitlement to Social Security benefits or Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this Release.

### ***Future Benefits***

Releasor has been apprised of his/her right to seek assistance from legal counsel of his/her choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Releasor's current or future entitlement to Social Security or other governmental benefits. Releasor acknowledges that acceptance of these settlement funds may affect Releasor's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Releasor desires to enter into this Release agreement to settle his/her injury claim according to the terms set forth in this Release.

### ***Medicare Recovery Action***

Releasor and Releasor's attorney each agree to hold harmless, indemnify and defend Releasee from any cause of action, including, but not limited to, an action by CMS to recover or recoup Medicare benefits or loss of Medicare benefits, if CMS determines that the money set-aside has been spent inappropriately or for any recovery sought by Medicare, including past, present, and future and/or conditional payments. Releasor agrees not to use designated Medicare allocation funds to pay claims for conditional payments that may have been made by Medicare.

### ***Complete Understanding***

Releasor and Releasor's attorney hereby declare that the terms of this Release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final settlement of any and all claims, disputed or otherwise, on account of injuries and/or damages related to the Claims set forth herein, and for the express purpose of precluding



forever any further additional claims against the Releasee arising out of the aforesaid incident, accident or occurrence, whether made by CMS or any other person or entity.

Charles Brunley 6-27-2017  
Releasor (Signed) Date

Charles Brunley  
Releasor (Printed Name)

3665 Soyamore Dr Pensacola FL 32574  
Releasor Address

AS 6/27/17  
Releasor's Attorney (Signed) Date

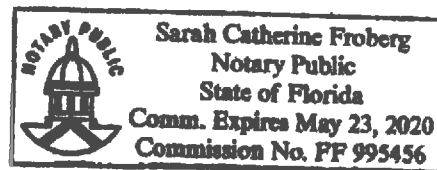
Adrian Bridges  
Releasor's Attorney (Printed Name)

561 Bent Lane, Pensacola, FL 32503  
Address of Releasor's Attorney

Sworn to and subscribed before me, a notary public, this 27 day of June, 2017.

Sarah Catherine Froberg  
NOTARY PUBLIC

SEAL:





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

**AI-12462**

**County Attorney's Report 11. 2.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 07/18/2017

**Issue:** Record and Execute Liens Against South Palafox Properties, LLC for Fire Suppression Costs at 6990 Rolling Hills Road

**From:** Charles Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Recording and Executing Lien Against South Palafox Properties, LLC for Fire Suppression Costs at 6990 Rolling Hills Road, a/k/a Rolling Hills Yard Trash Disposal Center

That the Board take the following action against South Palafox Properties, LLC to recover fire suppression costs in the sum of \$216,409.61 with accrued interest incurred by Escambia County regarding the real property located at 6990 Rolling Hills Road, a/k/a Rolling Hills Yard Trash Disposal Center from February 17, 2017 through February 28, 2017, pursuant to Part I, Section 82-20, Escambia County Code of Ordinances:

A. Authorize the County Administrator or his designee to sign the attached Notice of Lien; and

B. Authorize the County Attorney's Office to record the Notice of Lien in the Official Records of Escambia County, Florida and to initiate foreclosure and execution proceedings in the Circuit Court of Escambia County, Florida.

**BACKGROUND:**

On February 17, 2017, Escambia County became aware of a fire of unknown origin at the real property known as the Rolling Hills Yard Trash Disposal Center located at 6990 Rolling Hills Road. The Escambia County Departments of Public Safety, Waste Services Management and Public Works coordinated efforts to extinguish the fire, as it was an imminent hazard to the health, safety and welfare of the general public. These Escambia County departments worked diligently from February 17th through February 28th to bring the fire under control and eventually turn control of the site back to the owner, South Palafox Properties, LLC.

As provided for in Section 82-20, Escambia County Code of Ordinances, when an imminent hazard exists and the owner of the property is not readily available or is

unwilling to take corrective action, the County may direct emergency action to abate the imminent hazard, and subsequently bill and execute a lien to recover its costs of abatement.

On May 31, 2017, in compliance with Section 82-20, the County notified the owner and operator, South Palafox Properties, LLC through certified mail delivered to John D. Levitan, Sr., James W. Dillard and Alexander L. Cover, III, managers of South Palafox Properties, LLC; Richard M. Beckish, Jr., registered agent for South Palafox Properties, LLC, and Arthur Fletcher, II, general counsel for South Palafox Properties, LLC, of the costs incurred by Escambia County to extinguish the fire at the Rolling Hills facility. More than thirty days have elapsed without payment of the statement by the owner. Therefore, according to the procedure set forth in Section 82-20, the County is authorized to record and execute a lien against the owner in order to recover the costs of abatement and fire suppression.

**BUDGETARY IMPACT:**

Costs for recording the lien and filing any court action will be paid from the Internal Services Section 501 Fund established with the Division of Risk Management.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has prepared the attached Notice of Lien, and upon approval, will record the lien in the Official Records of Escambia County, Florida and initiate and prosecute foreclosure and execution of the lien in the Circuit Court of Escambia County, Florida.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The County Attorney's Office will coordinate with the Florida Department of Environmental Protection, which also has an enforcement proceeding pending, to implement the action authorized by the Board.

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**Attachments**

Notice of Lien

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This document prepared by:  
Charles V. Pepler, Deputy County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, FL 32502  
(850)595-4970

## **NOTICE OF LIEN**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of Section 82-20, Escambia County Code of Ordinances, on real property owned by South Palafox Properties, LLC, located at or near 6990 Rolling Hills Road, Pensacola, Florida 32505, and more particularly described in the attached Exhibit A and incorporated by reference.

Following notice and written demand to the owner by certified mail, return receipt requested, in accordance with Section 82-20, Escambia County Code of Ordinances, and the owner having not paid the costs associated with abating an imminent hazard to the public health, safety and well-being, the County is authorized to file this lien against the above-referenced property in the sum of \$216,409.61.

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this \_\_\_\_\_ day of July, 2017 by Jack R. Brown, County Administrator, as authorized by the Escambia County Board of County Commissioners.

**ESCAMBIA COUNTY, FLORIDA**

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Jack R. Brown, County  
Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2017, by Jack R. Brown, County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (\_\_\_\_) is personally known to me, or (\_\_\_\_) has produced current \_\_\_\_\_ as identification.

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

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

(Notary Seal)

EXHIBIT "A"

PARCEL 1:

Commencing at the Southwest corner of Lot 1, Block 22, Wedgewood Unit No. 1, recorded in Plat Book 5, at Page 14, of the public records of Escambia County, Florida; thence run N 71°20'15" E for 153.5 feet to a point on a curve to the Northwest having a radius of 440.0 feet; thence along said curve for 59.03 feet (platted chord bearing, N 22°31'46" W); thence run N 63°41'55" E for 129.42 feet; thence run N 36°45'10" W for 50.77 feet; thence run N 53°14'50" E for 180.0 feet; thence run N 36°45'10" W for 19.72 feet; thence run N 52°46'50" E for 240.0 feet; thence run S 36°45'10" E for 40.13 feet; thence run N 55°55'30" E for 515.66 feet; thence run S 38°55'30" E for 18.21 feet; thence run S 84°11'30" E for 271.19 feet to the Southeast corner of Lot 1, Block 26 of Wedgewood Subdivision and the Westerly R/W line of St. Louis and San Francisco Railroad (100' R/W); thence run S 17°33'30" E for 2128.14 feet, or to the South line of Section 26, Township 1 South, Range 30 West; thence run S 55°38'30" W for 2803.44 feet or to the Southwest corner of Section 26, Township 1 South, Range 30 West; thence run N 34°03'30" W for 308.09 feet; thence run N 55°38'30" E for 457.88 feet; thence run N 34°03'30" W for 412 feet; thence run S 55°38'30" W for 273 feet; thence run N 33°57'09" W for 927.39 feet; thence run N 55°55'30" E for 163.03 feet; thence run N 49°11'34" W for 435.06 feet; thence run S 55°55'30" W for 198.67 feet; thence run N 33°57'09" W for 80 feet; thence run N 55°55'30" E for 1461.4 feet to the P.C. of a curve to the left having a radius of 125.81 feet (delta of 51°30'48") thence along the arc of said curve for 113.11 feet to the P.T.; thence run N 4°24'42" E for 116.19 feet or to a point on the South line of Wedgewood School Property; thence run N 44°25'50" E for 283.28 feet; thence run S 45°34'10" E for 151.5 feet to the point of beginning.

Less and except the following parcels:

Commencing at the Southeast corner of Lot 2, Block 23, Wedgewood Unit 1, as recorded in Plat Book 5, at Page 14 of the public records of Escambia County, Florida, for the point of beginning, thence Westerly along the South line of said Lot 2 a distance of 120.0 feet to the Southwest corner of said Lot 2; thence S 36°45'10" E for a distance of 50.77 feet; thence N 63°41'35" E for a distance of 121.96 feet; thence N 36°45'10" W for a distance of 72.54 feet to the point of beginning, all being in Section 26, Township 1 South, Range 30 West, Escambia County, Florida.

That portion of Section 26, Township 1 South, Range 30 West, more particularly described as follows: Commence at the Southwest corner of Section 26; thence N 55°38'30" E a distance of 966.23 feet; thence N 34°21'30" W a distance of 130 feet to the point of beginning; thence N 55°38'30" E a distance of 60 feet; thence N 34°21'30" W a distance of 50 feet; thence S 55°38'30" W a distance of 60 feet; thence S 34°21'30" E a distance of 50 feet to the point of beginning.

That portion of Section 26, Township 1 South, Range 30 West, more particularly described as follows: begin at the Southwest corner of Section 26, N 55°38'30" E 966.23 feet, N 34°21'30" W 500 feet for point of beginning, N 53°14'50" E 130 feet, S 34°21'30" E 167.5 feet, S 53°14'50" W 130 feet, N 34°21'30" W 167.5 feet to point of beginning.

EXHIBIT A CONT.

PARCEL 2:

Commencing at the NW corner of WEDGEWOOD, Unit No. 2, according to the plat recorded in Plat Book 7 at page 59 of the public records of Escambia County, Florida, said point being the NW corner of the S $\frac{1}{4}$  of Section 26, T1S, R30W, thence run S 33°37'09" E along the West-line of Section 26, for 367.00 feet; thence run N 55°55'30" E for 33.00 feet; thence run S 33°37'09" E for 1199.93 feet to the Point of Beginning; thence continue S 33°37'09" E for 120.00 feet; thence run N 55°55'30" E for 1461.16 feet to the PC of a curve to the left having a radius of 125.81 feet; delta = 51°30'48"; thence along the arc of said curve for 113.11 feet to the PT; thence run N 4°24'42" E for 116.19 feet to a point on the S line of the Wedgewood School property; thence run S 44°25'50" W for 92.64 feet; thence run S 55°55'30" W for 1541.14 feet to the Point of Beginning.

PARCEL 3:

Commencing at the NW corner of Wedgewood, Unit No. 2, according to the plat recorded in Plat Book 7 at page 59 of the public records of Escambia County, Florida, said point being the NW corner of the S $\frac{1}{4}$  of Section 26, T1S, R30W; thence run S 33°37'09" E along the W line of Section 26 for 367.00 feet; thence run N 55°55'30" E for 33.00 feet; thence run S 33°37'09" E for 1819.93 feet to the Point of Beginning; thence continue S 33°37'09" E for 927.39 feet; thence run N 55°55'30" E for 150.00 feet; thence run N 33°37'09" W for 927.39 feet; thence run S 55°55'30" W for 180.00 feet to the Point of Beginning.

PARCEL 4:

Commencing at the NW corner of Wedgewood, Unit No. 2, according to the plat recorded in Plat Book 7 at page 59 of the public records of Escambia County, Florida, said point being the NW corner of the S $\frac{1}{4}$  of Section 26, T1S, R30W; thence run S 33°37'09" E along the W line of Section 26 for 367.00 feet; thence run N 55°55'30" E for 33.00 feet; thence run S 33°37'09" E for 1519.93 feet; thence run N 55°55'30" E for 231.35 feet to the Point of Beginning; thence run S 55°55'30" W for 231.35 feet; thence run S 33°37'09" E for 150.00 feet; thence run N 55°55'30" E for 272.19 feet; thence run N 49°31'30" W for 155.38 feet more or less to the Point of Beginning.

**EXHIBIT A CONT.**

**PARCEL S:**

Commencing at the intersection of the North line of Section 39, Township 1 South, Range 30 West, and the Westerly right-of-way line of State Road 98 (200' R/W), thence run Southerly along said R/W for 375.0 feet, thence 80 degrees 24 minutes 41 seconds right for 296.09 feet, thence 71 degrees 55 minutes left for 33.07 feet, thence 71 degrees 04 minutes 30 seconds right and parallel to the North line of Section 39 for 1034.6 feet to the Point of Beginning; thence continue along the same line for 1743.35 feet, thence 104 degrees 16 minutes right for 409.55 feet to the North line of Section 39, thence 75 degrees 44 minutes right and along the North line of Section 39 for 1781.27 feet to the Easterly R/W of the Frisco R.R., thence 106 degrees 40 minutes 23 seconds right and along said R/W for 413.41 feet to the Point of Beginning, all lying and being in Section 39, Township 1 South, Range 30 West, Escambia County, Florida.

**LESS AND EXCEPT** the property conveyed to Stormwater Management, Inc., by Warranty Deed recorded in Official Records Book 4362, Page 474, of the public records of Escambia County, Florida.

**TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:**  
Commencing at the intersection of the North line of Section 39, Township 1 South, Range 30 West and the Westerly right-of-way line of State Road 98 (200' R/W), thence run Westerly along said North line of Section 39 for 289.4 feet, thence 89 degrees 52 minutes 30 seconds right for 71.70 feet, to the South R/W line of a 66' County Road, thence 90 degrees 04 minutes left along said R/W for 733.80 feet to a point of tangency of a curve to the right and the Point of Beginning; thence 26 degrees 50 minutes 09 seconds right and along a chord of said curve for 59.72 feet to a point on said curve of said road R/W, thence 43 degrees 13 minutes 19 seconds left for 216.10 feet to the Easterly R/W of the Frisco R.R., thence 56 degrees 45 minutes left and along said R/W for 30.0 feet, thence 121 degrees 31 minutes 05 seconds left for 276.05 feet to the Point of Beginning.



**EXHIBIT A Cont.**

**AND**

**PARCEL 6:**

S1/2 OF COLLINS GRANT W OF PRISCO RR R/W LESS N 412 FT OF S 721 FT OF E 423 FT OF W 458 FT DB 495 P 381 OR 58 P 735 LESS WEDGEWOOD UNIT 1 PB 5 P 14 LESS WEDGEWOOD UNIT 2 PB 7 P 59 LESS OR 42/57 P 18/758 COUNTY RD R/W LESS OR 67 P 259- BOARD OF PUBLIC INSTRUCTION LESS OR 135 P 692/693/694- FLORIDA UTILITY CO LESS OR 1852 P 928-ECUA LESS OR 1647 P 900-KNIGHT LESS OR 1100 P 239-HOWARD LESS OR 2071 P 876-TATE LESS OR 1327 P 557-CHURCH LIBERTY PEACE BAPTIST LESS OR 2323 P 947- BARNETT MTG CO LESS OR 1829 P 126-BILLUPS LESS OR 2071 P 541-MCQUEEN LESS OR 1716 P 949-CROLIUS LESS OR 2380 P 467 MILLS LESS OR 1959 P 342 GULF COAST PAVING & GRADING INC

All property included under Parcel Identification Number: 261S305105000000 and tax account number 031200000 and not included in the above described legal description is also conveyed by this deed. It is the intent of this deed to convey all title to all lands owned by Grantor that adjoin Rolling Hills Road.

50 FT STRIP OF LAND LYING BET LTS 3 & 4 & S OF LTS 1 2 3 BLK 26 WEDGEWOOD UNIT NO 1 PB 5 P 14 DB 495 P 381 OR 58 P 735 LESS OR 1959 P 342 GULF COAST PAVING & GRADING INC

All property included under Parcel Identification Number: 261S305100080026 and tax account number 031195100 and not included in the above described legal description is also conveyed by this deed. It is the intent of this deed to convey all title to all lands owned by Grantor that adjoin W. Pinestead Road.



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

AI-12479

County Attorney's Report 11. 3.

BCC Regular Meeting

Action

Meeting Date: 07/18/2017

Issue: Authorize the Scheduling of a Public Hearing to consider an Ordinance amending Section 74-36(18) of the Escambia County Code of Ordinances

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to consider an Ordinance amending Section 74-36(18) of the Escambia County Code of Ordinances

That the Board authorize the scheduling of a Public Hearing on Thursday, August 3, 2017, at 5:33 p.m. to consider adopting an Ordinance amending Volume 1, Chapter 74, Article II, Section 74-36(18) of the Escambia County Code of Ordinances relating to rules and regulations applicable to persons using the beach.

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual, and will be advertised in the *Pensacola News Journal* on Saturday, July 22, 2017.

**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.

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**Attachments**

Draft Ordinance

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ORDINANCE 2017-\_\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 74, ARTICLE II, SECTION 74-36(18) OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO RULES AND REGULATIONS APPLICABLE TO PERSONS USING THE BEACH; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the authority granted in §125.01, Florida Statutes, this Board previously enacted the "park and recreational ordinance" now codified as Chapter 74, Article II, Sec. 74-31 through Sec. 74-40; and

**WHEREAS**, the Board of County Commissioners finds that Sec. 74-36(18) of the Escambia County Code of Ordinances relating to rules and regulations applicable to persons using the beach requires amendment; and

**WHEREAS**, the Board of County Commissioners further finds that the proposed amendment to Sec. 74-36(18) serves an important public purpose.

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

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

**Section 2. Amendment.** Volume 1, Chapter 74, Article II, Section 74-36(18) of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words stricken are deletions):

**Sec. 74-36. - Rules and regulations.**

The following rules and regulations shall apply to all beaches, parks, parkways, playgrounds, piers, recreational areas, recreational centers, and the Old Pensacola Bay Bridge, all of which shall collectively be designated in this article as "*parks and recreational areas*." It shall be unlawful for any person or corporation to do any of the acts specified in this section within the limits of such parks and recreational areas, or other facilities and properties owned or operated by the county for park and recreational purposes:

- (1) No automobile, motorcycle, motorscooter, or other motorized mode of conveyance shall be driven or parked on any park or recreational center, except in those areas specifically designated therefor by signs; provided, however, that the board of county commissioners or its designated agent may, from time to time, issue written permission granting special parking privileges, upon application therefor, to persons suffering from active physical disabilities, which permits shall specifically recite on the face thereof, the exact extent of the special privilege and the area or areas to be involved.
- (2) Dogs, cats and other animals are prohibited from and shall not be allowed on or into the confines of any county park or recreation area, except in areas set aside for such animals; and except Seeing Eye dogs being utilized for the assistance of the deaf or severely hearing-impaired; and except as authorized by a vote of the majority of the board of county commissioners as provided in section 10-11(c)(5). Any owner, custodian

or person having control over any dog, cat or other animal who shall bring, cause to be brought or otherwise allow any such animal within a county park or recreational area shall be guilty of a violation of this article.

- (3) No paper, waste, garbage, trash or debris or any other litter shall be left or disposed of on any county park or recreational area, in any other place other than appropriate receptacles provided therefor.
- (4) It is prohibited to make or kindle any fire for any purpose, except in places specifically provided therefor.
- (5) The sale of candy, ice cream, food of any kind, soft drinks, athletic and sporting equipment or parts thereof or any other items that may be offered for sale in any county park or recreational area is prohibited; however, the county administrator or his designee, may from time to time issue permits for the sale of any of the above on such terms and conditions which shall include the following:
  - a. Permits may be granted to individuals, corporations, clubs and other community organizations for sporting events, entertainments, fairs, festivals and other social events or functions;
  - b. The applicant shall deliver to the county administrator or designee a completed permit application at least five working days in advance of the proposed event;
  - c. Any permit issued therefrom shall restrict the applicant's event or function to the premises stated in its application and shall expire at the conclusion of such event or function;
  - d. At the time of application for such permit, the applicant shall furnish the county administrator or designee a copy of proof of insurance in a type and of an amount reasonably acceptable to the county covering any potential liabilities or losses related to the proposed event;
  - e. If the applicant is a corporation, club or other organization, it shall include in its permit application the names and addresses of its officers and directors, a copy of its charter showing it is licensed to do business in the state and the objects and purposes for which it was organized;
  - f. The applicant shall indemnify the county for all damages and losses of any type which might be suffered by the county as a consequence of its issuance of such permit to the applicant; and
  - g. Upon approval of such application, the county administrator or designee shall issue such permit which shall be displayed in a conspicuous location at the event. Notwithstanding the foregoing, this provision shall not apply to those management agreements entered into by the county for the management of county-owned parks and recreational areas.
- (6) The sale and consumption of beer and intoxicating beverages in any county park or recreational area is prohibited; however, the county administrator or his designee, may from time to time issue permits for the sale and consumption of beer and intoxicating

beverages on such terms and conditions which shall include the following:

- a. Permits may be granted to individuals, corporations, clubs and other community organizations for sporting events, entertainments, fairs, festivals and other social events or functions;
- b. The person applying for such permit, individually or as a corporate representative, shall be at least 21 years old and of good moral character and shall not have been convicted of or pled nolo contendere to any alcoholic beverage-related law or ordinance violation;
- c. The applicant shall deliver to the county administrator or designee a completed permit application at least five working days in advance of the proposed event;
- d. Any permit issued therefrom shall restrict the applicant's event or function to the premises stated in its application and shall expire at the conclusion of such event or function;
- e. The application shall list all persons at the event serving beer and intoxicating beverages and attest that all persons are at least 21 years of age;
- f. At the time of application for such permit, the applicant shall furnish the county administrator or designee a copy of proof of insurance in a type and of an amount reasonably acceptable to the county covering any potential liabilities or losses related to the proposed event;
- g. If the applicant is a corporation, club or other organization, it shall include in its permit application the names and addresses of its officers and directors, a copy of its charter showing it is licensed to do business in the state and the objects and purposes for which it was organized;
- h. The corporation, club or other organization shall include in its permit application a statement that the organization has never been convicted of any violation of state alcoholic beverage laws or related county ordinances;
- i. The applicant shall indemnify the county for all damages and losses of any type which might be suffered by the county as a consequence of its issuance of such permit to the applicant; and
- j. Upon approval of such application, the county administrator or designee shall issue such permit which shall be displayed in a conspicuous location at the event. Notwithstanding the foregoing, this provision shall not apply to those management agreements entered into by the county for the management of county-owned parks and recreational areas.

- (7) The renting or leasing of any athletic sporting equipment or recreational equipment or any other items that may be offered for rental or lease in any county park or recreational area is prohibited; however, the county administrator or his designee, may from time to time issue permits for the rental or lease of any of the above on terms and conditions which shall include the following:



- a. Permits may be granted to individuals, corporations, clubs and other community organizations for sporting events, entertainments, fairs, festivals and other social events or functions;
  - b. The applicant shall deliver to the county administrator or designee a completed permit application at least five working days in advance of the proposed event;
  - c. Any permit issued therefrom shall restrict the applicant's event or function to the premises stated in its application and shall expire at the conclusion of such event or function;
  - d. At the time of application for such permit, the applicant shall furnish the county administrator or designee a copy of proof of insurance in a type and of an amount reasonably acceptable to the county covering any potential liabilities or losses related to the proposed event;
  - e. If the applicant is a corporation, club or other organization, it shall include in its permit application the names and addresses of its officers and directors, a copy of its charter showing it is licensed to do business in the state and the objects and purposes for which it was organized;
  - f. The applicant shall indemnify the county for all damages and losses of any type which might be suffered by the county as a consequence of its issuance of such permit to the applicant; and
  - g. Upon approval of such application, the county administrator or designee shall issue such permit which shall be displayed in a conspicuous location at the event. Notwithstanding the foregoing, this provision shall not apply to those management agreements entered into by the county for the management of county-owned parks and recreational areas.
- (8) Overnight camping of any type shall not be allowed at any county park or recreational area, which shall include house trailers, travel trailers, mobile campers, tents or any other shelter used in association with camping, except upon issuance of a permit by the county administrator or his designee, except where areas are specifically provided and designated in a park for overnight camping.
  - (9) The carrying or discharging of any firecrackers, rockets, torpedoes or any fireworks are prohibited, except by special written permits granted by the county administrator or his designee.
  - (10) It is prohibited to cut, break into, injure, deface or disturb any tree, shrub, plant, building, wall, fence, bench or other structure, apparatus or property; or to pluck, pull up, cut, take or remove any shrub, tree, bush, plant, flower or sign; or mark or write upon any building, fence, bench, sign or other structure.
  - (11) It is prohibited to catch, injure, destroy or interfere in any way with birds, squirrels or any wild animals, except poisonous reptiles.
  - (12) It is prohibited to drive or operate any motor vehicle in excess of 15 miles per hour, unless otherwise posted.

- (13) It is prohibited to picnic or lunch in a place other than in areas designated for that purpose, or leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, cans, bottles, garbage and other refuse is placed in the disposal receptacles provided therefor. The use of glass containers of any type for food or drink is prohibited in any county park or recreational area.
- (14) Permits are required for all types of special events when held on park or recreation property. The county administrator or his designee shall be authorized to issue permits for all special events.
- (15) It is prohibited to discharge any waste water or the contents of a holding tank from any self-contained trailer, except when into a designated dumping station when provided.
- (16) It is prohibited to ride bicycles, tricycles or other nonmotorized vehicles in any county park or recreational area, except on designated biking paths.
- (17) It is prohibited to drive, chip or hit golf balls on any athletic field in any county park or recreational area, except in designated golfing areas.
- (18) No person may deliberately disobey a reasonable command made while such person is using the beach or any structure thereon owned or operated by the Santa Rosa Island Authority Escambia County.
- a. A reasonable command shall be made only for the purpose of ensuring the safety of persons using the beach and the structures thereon;
  - b. A reasonable command shall only be made by the ~~executive director~~, the director of public safety, the water safety supervisor or the senior lifeguards of the ~~Santa Rosa Island Authority~~ Escambia County while in the performance of their duties;
  - c. A reasonable command must be preceded by a verbal warning to such person to cease the activity or behavior, which is jeopardizing the safety of persons using the beach and the structures thereon; and such person shall be given a reasonable opportunity to comply with the warning;
  - d. A reasonable command shall be made in the presence of the Escambia County Sheriff or one of his or her deputies; and
  - e. A reasonable command shall include, but not be limited to, the following commands:
    - 1. To cease fishing (including shark fishing and spear fishing) too close to bathers;
    - 2. To cease operating any nonmotorized boat/kayak too close to bathers;
    - 3. To cease playing games or throwing or tossing objects or balls (such as baseballs, volleyballs and footballs) when the safety of others is endangered;
    - 4. To cease digging holes or tunnels in the sand to the extent it endangers the safety of the person(s) digging or tunneling, or the safety of others;
    - 5. To cease climbing on lifeguard towers;
    - 6. To cease jumping/diving off the Gulf Pier, the Quietwater Pier or any other



- public pier or structure;
- 7. To refrain from entering the Gulf of Mexico during red flag or double red flag conditions;
- 8. To refrain from entering the Gulf of Mexico or Santa Rosa Sound when, in the opinion of ~~the executive director,~~ the director of public safety, the water safety supervisor or the senior lifeguards of ~~the Santa Rosa Island Authority~~ Escambia County, a person is impaired by alcohol or any other substance to the extent that entering the Gulf of Mexico or Santa Rosa Sound endangers that person or other persons;
- 9. To refrain from entering the Gulf of Mexico and swimming under/around the Gulf Pier during yellow flag, red flag or double red flag conditions or when there is anyone fishing from the Gulf Pier;
- 10. To refrain from reentering the Gulf of Mexico on Santa Rosa Island within 24 hours after being rescued from the Gulf of Mexico on Santa Rosa Island; and
- 11. To remove objects or structures (such as tents), which reasonably impair a lifeguard's ability to monitor the safety of bathers or to perform the duties of a lifeguard.

**Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 4. Inclusion in the Code.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5. Effective Date.** This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
 ESCAMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
 D.B. Underhill, Chairman

ATTEST: PAM CHILDERS  
 Clerk to the Circuit Court

BY: \_\_\_\_\_  
 Deputy Clerk  
 (SEAL)

Enacted:  
 Filed with Department of State:  
 Effective:

Approved as to form and legal  
 sufficiency.

By/Title: Kamal Adil  
 Date: 7/5/17



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

**AI-12480**

**County Attorney's Report 11. 4.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 07/18/2017

**Issue:** Scheduling an Executive Session on July 28, 2017 Regarding Pending Union Negotiations with the Amalgamated Transit Union

**From:** Alison Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Scheduling an Executive Session on July 28, 2017 Regarding Pending Union Negotiations with the Amalgamated Transit Union (ATU)

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending union negotiations with the ATU in accordance with Sections 447.605 and 286.011, Fla. Stat. for Friday, July 28, 2017 at 8:30 a.m.

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, July 22, 2017.

**PUBLIC NOTICE**

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its chief executive officer to discuss pending union negotiations with the Amalgamated Transit Union, in accordance with Sections 447.605 and 286.011, Fla. Stat. Such executive session will be held at 8:30 a.m., on Friday, July 28, 2017, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Douglas B. Underhill, Jeff Bergosh, Lumon J. May, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Assistant County Administrator Amy Lovoy, Director of Human Resources Eric Kleinert and Michael Mattimore, attorney representing Escambia County in the foregoing union negotiations (members of the County's collective bargaining team).

**BACKGROUND:**

To be provided to the Board at the executive session.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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

AI-12478

County Attorney's Report 11. 1.

BCC Regular Meeting

Information

Meeting Date: 07/18/2017

Issue: Regions Bank D/B/A Regions Mortgage v. The Unknown Heirs, Grantees, Devisees, Lienors, Trustees and Creditors of Angie S. Rogers, Deceased, et al.

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Regions Bank D/B/A Regions Mortgage v. The Unknown Heirs, Grantees, Devisees, Lienors, Trustees and Creditors of Angie S. Rogers, Deceased, et al; Case No.: 2015 CA 002123

That the Board accept the following information in the matter of Regions Bank D/B/A Regions Mortgage v. The Unknown Heirs, Grantees, Devisees, Lienors, Trustees and Creditors of Angie S. Rogers, Deceased, et al:

Escambia County was previously joined as a Defendant in the above referenced foreclosure action involving certain real property owned by Angie S. Rogers. The County retained an interest in the property by virtue of a Neighborhood Stabilization Program (NSP) Mortgage and Security Agreement in the sum of \$50,000.00. The County's interest was subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus was retained by the Clerk. Upon the County's Motion for Disbursement of Surplus, the County recovered the surplus funds held in the court's registry totaling \$10,824.62 as partial satisfaction of the County's interest.

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

The funds will be deposited in the Escambia Affordable Housing Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Order

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**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

**REGIONS BANK D/B/A REGIONS MORTGAGE,  
Plaintiff(s),**

vs.

**Case No: 2015 CA 002123  
Division: WF**

**THE UNKNOWN HEIRS, GRANTEES, DEVISEES,  
LIENORS, TRUSTEES, AND CREDITORS OF ANGIE  
S. ROGERS, DECEASED, et al.,  
Defendant(s).**

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**ORDER ON GENERAL MAGISTRATE'S REPORT AND RECOMMENDATIONS ON  
DEFENDANT, ESCAMBIA COUNTY'S MOTION FOR SUMMARY JUDGMENT  
AND OWNER'S CLAIM FOR MORTGAGE FORECLOSURE SURPLUS**

THIS MATTER was before the General Magistrate on April 5, 2017, on Defendant, Escambia County's Motion for Summary Judgement on the County's Motion for Disbursement of Surplus Funds and Owner's Claim for Mortgage Foreclosure Surplus, and the Court having considered the findings and recommendation therein, the time to file exceptions having expired, and being fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. The General Magistrate's Report and Recommendation on Defendant, Escambia County's Motion for Summary Judgment on the County's Motion for Disbursement of Surplus Funds and the Owner's Claim for Mortgage Foreclosure Surplus is hereby ratified, approved, and incorporated herein.
2. The surplus funds retained by the Clerk of the Circuit Court and Comptroller shall be disbursed to Escambia County upon entry of this Order.
3. The Court retains jurisdiction to enforce this Order.

DONE AND ORDERED in Pensacola, Escambia County, Florida on this 30<sup>th</sup> day of JUNE, 2017.

  
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Circuit Judge