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 – June 21, 2018 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Proclamation.

Recommendation: That the Board ratify the duplicate Proclamation dated June 7, 2018, bestowing honor and gratitude upon the Military Order of the Purple Heart, Sharon Lane Chapter 566, and recognizing Escambia County as a "Purple Heart County in the State of Florida," requested by Marvin R. Merillat, Escambia County's Veterans' Services Officer in the Human Resources Department.

7. Proclamation.

<u>Recommendation</u>: That the Board adopt the Proclamation recognizing and congratulating the Americans with Disabilities Act (ADA) for the 28th anniversary of its inception and passing into law.

8. Written Communication:

A. February 23, 2018, communication from James Clay requesting Lien relief for property located at 6951 Otto Avenue.

<u>Recommendation:</u> That the Board review and consider the Lien relief request made by James Clay, owner of property, against 6951 Otto Avenue.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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

Mr. Clay submitted a written request for Lien relief which was processed. It was determined by the County Attorney's Office and County Administrator that Mr. Clay's request should be presented to the Board for review and consideration.

B. May 18, 2018, communication from Fran Ogden regarding issues surrounding building permits granted for 5312 Pale Moon Drive.

Following a meeting with staff on June 13, 2018, Fran Ogden submitted an Administrative Appeal Application to the Board of Adjustment. Her Appeal will be heard by the Board of Adjustment on July 18, 2018.

- C. May 22, 2018, communication from Tina R. Welch requesting Lien relief for the State Housing Initiatives Partnership (SHIP) Program Lien for property located at 1412 North Green Street.
- D. June 5, 2018, communication from Cynthia A. Shiver requesting that the Board rescind the Hold Harmless Agreement pertaining to the construction of a seawall at 217 Thayer Avenue, which was approved by the Board at the December 14, 2017, Board of County Commissioners' Meeting.

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 an Ordinance authorizing a County-wide referendum to be held November 6, 2018, Florida General Election Ballot to determine if the Superintendent of Schools of Escambia County, Florida, should be appointed by the School Board of Escambia County, Florida.

<u>Recommendation:</u> That the Board adopt an Ordinance authorizing a County-wide referendum to be held on the November 6, 2018, ballot concerning the appointment of Superintendent of Schools of Escambia County.

11. 5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue, as petitioned by George D. Powers.

<u>Recommendation:</u> That the Board take the following action regarding a Petition to Vacate a Portion of unimproved right-of-way known as Grotto Avenue:

- A. Approve or deny the Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;
- B. Accept the Hold Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

12. 5:33 p.m. Public Hearing for consideration of the Fiscal Year 2018 Proposed Grant Application for Mass Transit Projects.

<u>Recommendation:</u> That the Board take the following action concerning the Fiscal Year 2018 Grant Application for Federal Transit Administration (FTA) Section 5307 Funds for operating and capital expenses:

- A. Rescind the Board's prior action of April 17, 2018, approving a Grant Application for Federal Assistance for Operating and Capital expenses in the amount of \$1,618,179;
- B. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department for Fiscal Year 2018 Federal Assistance for Operating and Capital expenses in the amount of \$3,530,753;
- C. After receiving comments at the Public Hearing, approve, or amend and approve, the Grant Application for Fiscal Year 2018 Federal Assistance for Operating and Capital expenses in the amount of \$3,530,753;
- D. Affirm adoption of Resolution R2018-36 authorizing the Chairman and or County Administrator to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and
- E. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

[Budgetary Impact - The Grant Application is for a total of \$3,530,753. Operating Assistance of \$2,500,000 requires a local 50% match of \$2,500,000. Operating assistance will be reimbursed at 50% up to the allowed maximum of \$2,500,000. The local match is included in the Fiscal Year 2018 Budget. Preventive maintenance, ADA Paratransit Service, and Baldwin County funds require a 20% local match of \$257,688, which will be covered by Florida Toll Revenue Credits]

13. 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 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 June 7, 2018; and
- B. Approve the Minutes of the Regular Board Meeting held June 7, 2018.

GROWTH MANAGEMENT REPORT

- I. Public Hearing
- 1. <u>5:46 p.m. A Public Hearing Concerning the Review of an Ordinance Amending OBJ CIE 1.2.5 and FLU 1.5.2 in the 2030 Comprehensive Plan</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Comprehensive Plan, to remove the fiscal year and adoption specific dates from the Florida-Alabama Transportation Improvement Program, under section OBJ CIE 1.2.5., and to delete in its entirety, section FLU 1.5.2, Compact Development and Maximum Densities and Intensities.

This hearing serves as the second of two public hearings before the BCC.

2. <u>5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 3, Regarding HC/LI Uses</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU, reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning.

This hearing serves as the second of two public hearings.

COUNTY ADMINISTRATOR'S REPORT

- I. Technical/Public Service Consent Agenda
- 1. Recommendation Concerning the Walmart Foundation Correspondence Letter Identifying and Authorizing the Department of Corrections' Eligibility to Apply for a Grant on Behalf of the Board of County Commissioners Selina Barnes, Interim Director of Corrections

That the Board take the following action regarding the Walmart Foundation Grant correspondence letter:

- A. Approve the Walmart Foundation Grant correspondence letter; and
- B. Authorize the Chairman to sign the Walmart Foundation Grant correspondence letter.
- 2. Recommendation Concerning the Acceptance of the Firehouse Subs Public Safety Foundation Donation of Seven Automatic External Defibrillators to the Department of Corrections Commander Selina Barnes, Interim Director of Corrections

That the Board take the following action regarding the Firehouse Subs Public Safety Foundation donation of seven Automatic External Defibrillators (AEDs):

- A. Authorize the acceptance of the AED donation from Firehouse Subs Public Safety Foundation, valued at approximately \$9,914.14; and
- B. Authorize Whitney C. Lucas, Corrections Financial Manager to complete the acceptance of the donation, distribute the AEDs within the County jail as planned, and complete any final Grant Award processes and documentation requirements, in compliance with Firehouse Subs Public Safety Foundation and Board policy.
- 3. Recommendation Concerning Community Redevelopment Agency Meeting

 Minutes, May 17, 2018 Tonya Gant Neighborhood & Human

 Services Department Director

That the Board accept for filing with the Board's Minutes, the May 17, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

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

That the Board take the following action concerning the U.S. Department of Housing and Urban Development (HUD) Environmental Reviews for Continuum of Care Programs:

- A. Authorize the County to be the responsible entity for the HUD Environmental Reviews for Continuum of Care Programs;
- B. Authorize the Neighborhood Enterprise Division to complete these reviews; and
- C. Authorize the County Administrator to sign the HUD review documents.
- 5. Recommendation Concerning the Limited Waiver of the Escambia County
 Noise Abatement Ordinance for the Fireworks Event at Showalter Park in the
 Town of Century Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for a Fireworks Event to be held at Showalter Park in the Town of Century, specifically at the end of Kelly Field Rd., with the fireworks display presented by Pyro Shows, Inc., on Saturday, June 30, 2018, from 9:00 p.m. to 9:30 p.m.

6. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly. 7. Recommendation Concerning the Acceptance of a Portion of a Parcel of Property for Road Right-of-Way on North 57th Avenue - Joy Jones, P.E, Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of a parcel of property for road right-of-way on North 57th Avenue from Michael Bennett and Emma Louise Bennett:

- A. Accept the property, via donation from Michael Bennett and Emma Louise Bennett, for road right-of-way on North 57th Avenue; and
- B. Authorize the Chairman or Vice Chairman to accept the Quitclaim Deed as of the day of delivery of the Quitclaim Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.
- 8. Recommendation to Correct the Address Concerning Default on the Purchase of County-Owned Real Property Located at 1313 West Jackson Street Stephan Hall, Budget Manager, Management and Budget Services

That the Board amend its action of June 7, 2018, CAR II-1, approving (5-0) the default on the purchase of County-owned real property located at 1313 West Jackson Street (Account #: 15-0740-000, Reference #: 00-0S-00-9060-072-063) to correct, due to scrivener's errors, all references to 1313 West Jackson Street to 3414 West Jackson Street, to correct the Account Number to #06-3986-000, and to correct the Reference Number to #33-2S-30-3300-009-262.

9. Recommendation Concerning the Acquisition of Real Property Located Behind the 9600 Block of Westgate Circle Through the Defense Infrastructure Grant - Joy Jones, P.E., Public Works Department Director

That the Board accept for information the Public Disclosure of Interest Form, provided by MLC, L.L.C., an Alabama Limited Liability Company (a/k/a MLC, L.L.C. Florida), the owner of the three parcels to be acquired through the Defense Infrastructure Grant.

- II. Budget/Finance Consent Agenda
- Recommendation Concerning Agreement for GPS Automatic Vehicle Loading System Options for Escambia County Area Transit with DoubleMap, Inc. (PD 13-14.057) - Mike Crittenden, Mass Transit Director

That the Board take the following action concerning Agreement for GPS Automatic Vehicle Loading System Options for Escambia County Area Transit with DoubleMap, Inc. (PD 13-14.057):

- A. Ratify Addendum #1 to the Agreement for GPS Automatic Vehicle Loading System Options for Escambia County Area Transit (PD 13-14.057), extending the term of the Agreement through October 15, 2017; and
- B. Approve and Authorize the Chairman to sign the Amendment to Agreement for GPS Automatic Vehicle Loading System Options for Escambia County Area Transit (PD 13-14.057), extending the term of the Agreement through October 15, 2018.

[Funds needed for this project are included in the Mass Transit Budget - Fund 104]

2. Recommendation Concerning the Florida Commission for the Transportation

<u>Disadvantaged Fiscal Year 2018/2019 Trip & Equipment Grant Agreement -</u>

Mike Crittenden, Mass Transit Director

That the Board adopt and authorize the Chairman to sign the Resolution which approves and authorizes the County Administrator to sign the Florida Commission for the Transportation Disadvantaged (FLCTD) Trip & Equipment Grant Agreement for Fiscal Year 2018/2019.

[Funding: The Florida Commission for the Transportation Disadvantaged will provide \$613,951. This Grant requires a 10% match. This amount, \$68,217, is budgeted in Fund 104, Mass Transit Fund, Cost Center 211215]

3. Recommendation Concerning the Agreement for the Funding of Court
Personnel Between the First Judicial Circuit of Florida and Escambia County,
Florida - Catherine A. White, Director of Case Management

That the Board take the following action concerning the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida:

A. Approve the Agreement for the Funding of Court Personnel between the First Judicial Circuit of Florida and Escambia County, Florida, for the existing Veterans Court Coordinator position as outlined in Exhibit "A" of the Agreement; and

B. Authorize the Chairman to sign the Agreement and any amendments, requests for payment, or other related documents as may be required.

[The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the \$65 Court Fee according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts outlined in Exhibit "A" of the Agreement]

4. Recommendation Concerning the Cancellation of Residential Rehab Grant

Program Liens - Tonya Gant, Neighborhood & Human Services Department

Director

That the Board ratify the following June 21, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 20 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Henry H. and Grace B. Battle	1 Greve Court	\$1,250
Angela M. Clark	301 Northwest Syrcle Drive	\$1,272
Stella Dean	1034 Old Corry Field Road	\$4,355
Dennis S. Hogg	103 Brandywine Road	\$4,150
Erik Remo	117 Southeast Kalash Road	\$2,275
Erik Remo	119 Southeast Kalash Road	\$1,745
John E. and Kathleen K. Telhiard	311 Payne Road	\$3,510
Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson	2801 West Jackson Street	\$6,000
Susan M. Black	107 Lakewood Road	\$2,827
Vickie Jenkins	737 Lakewood Road	\$2,390
Jeffrey K. Higgins	301 Lakewood Road	\$3,600
John R. Ryan	107 Payne Road	\$3,466
Irma D. Speed	532 South 1st Street	\$2,825
Patricia H. Gilbert	312 Greve Road	\$5,147
Scott B. Keller	317 South Valencia Street	\$5,117
Douglas K. and Cheryl A. Gibson	835 Polk Avenue	\$4,496
Kim C. Horn	221 Northwest Syrcle Drive	\$4,040
Leon C., Jr., and Deborah E. Mills	205 North Pinewood Lane	\$5,125

	123 Southeast Kalash Road	\$2,050
Britte Powers	106 Lakewood Road	\$3,950

- B. Authorizing the Chairman to execute the Cancellation of Lien documents.
- 5. Recommendation Concerning Gulf Power Street Lighting Project Contracts Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following June 21, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia Community Redevelopment Agency (CRA), concerning the Gulf Power Street Lighting Project Contracts:

- A. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule on Old Gulf Beach Highway for \$18,994.40;
- B. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Brownsville Redevelopment Area for \$275,732.96; and
- C. Authorizing the Chairman or Vice Chairman to sign the Contracts.

[Funding: Fund 101, Restricted Fund, Cost Center 370104, and Fund 151, Brownsville Tax Increment Financing, Cost Center 370113]

6. Recommendation Concerning Copier Lease with RJ Young Company, Inc. - Tonya Gant, Director, Neighborhood & Human Services Department Director

That the Board award a Purchase Order for a 48-month lease for a Ricoh Model MP C4504 digital copier system to RJ Young Company, Inc., for placement in the Brownsville Community Resource Center, for an annual amount of \$1,447.68, plus cost per copy at \$.0049 for black and white and \$.045 for color, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106- Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 101, Restricted Fund, Cost Center 370105, Community Center Rentals, Object Code 54401, Rentals and Leases]

7. Recommendation Concerning a Change Order to Motorola Solutions, Inc., for the Public Safety Department's P25 Maintenance Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Motorola Solutions, Inc., Change Order:

A. Approve and authorize the County Administrator to execute the Change Order Number 1, adding funds for the P25 Maintenance Agreement for the Communications Division through the balance of the Fiscal Year, per the following:

Department:	Public Safety
Division:	Communication
Type:	Addition
Amount:	\$102,374.52
Vendor:	Motorola Solutions, Inc.
Project Name:	N/A
Contract:	USC000015559
Purchase Order #:	180052
Change Order #:	1
Original Award Amount:	\$365,127
Cumulative Amount of Change Orders through this CO:	\$102,374.52
New PO Total:	\$467,501.52

B. Authorize the issuance of a Budget Amendment from the General Fund Reserves for Operating, in the amount of \$51,188, in order to cover 50% of the shortage of funds necessary to complete Change Order #1, due to a Motorola Solutions, Inc., billing error. This is the amount due per the contract with Motorola Solutions, Inc. However, they failed to send an invoice for this payment. The other 50% of funds are available in the current Fiscal Year 2017/2018 Communications Budget.

[Funding Source: Fund 001, General Fund, Cost Center 330403, Communications]

8. Recommendation Concerning the Federally-Funded Subaward and Grant Agreement, Contract Number 18-DS-X1-01-27-01 - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Federally Funded Subaward and Grant Agreement:

A. Approve the State of Florida Division of Emergency Management, Federally-Funded Subaward and Grant Agreement, providing Escambia County Fire Rescue funding, in the amount of \$51,390, through Grant Number EMW-2017-55-00061, for the Hazardous Materials Team; and

B. Authorize the Chairman to sign the Agreement.

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

This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

 Recommendation Concerning the Contract Award for Design Services for <u>Motley Court Gulley Improvements - Paul Nobles, Purchasing Manager,</u> <u>Office of Purchasing</u>

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County and HDR Engineering, Inc., per the terms and conditions of PD 17-18.040, Design Services for Motley Court Gulley Improvements, for a lump sum amount of \$75,265.74; and

B. Authorize the County Administrator or designee to sign United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program forms, subject to Legal review and sign-off, as necessary to finalize the Grant funding Award, and any subsequent program-related documents for this project, that do not alter the finite terms of funding amounts or budgets.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 08EN0068, \$75,265.74]

10. <u>Recommendation Concerning Supplemental Budget Amendment #134 - Stephan Hall, Budget Manager, Management and Budget Services</u>

That the Board adopt the Resolution approving Supplemental Budget Amendment #134, Other Grants and Projects Fund (110), in the amount of \$33,646, to recognize the remaining balance from the State of Florida Department of Environmental Protection (FDEP) G0409 Beach Haven/Boardwalk Grant, and to appropriate these funds to be used for the Bayou Chico Stormwater Retrofit Project which will provide funding to extend the Southwest Greenway elevated boardwalk along Jones Creek.

11. Recommendation Concerning Supplemental Budget Amendment #136 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #136, General Fund (001), in the amount of \$53,640, to recognize the Sheriff's off-duty officer, insurance proceeds, auto repairs, and miscellaneous reimbursements/fees and to appropriate these funds into the Sheriff's Administrative Budget to offset operational expenses.

12. Recommendation Concerning Default on the Purchase of County-Owned
Real Property Located at Red Cedar Street (Innerarity Island) - Stephan Hall,
Budget Manager, Management and Budget Services

That the Board take the following action concerning Default on the Purchase of County-Owned Real Property Located at Red Cedar Street (Innerarity Island) (Account #: 10-4461-832, Reference #: 15-3S-320-2001-017-008). This parcel is located in District 2:

A. Declare Irwin McCastle, the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between him and the County for the purchase of the County-owned parcel located at Red Cedar Street (Innerarity Island), for failure to close in the timeframe prescribed by the terms of the Contract;

- B. Retain the deposit made by Mr. McCastle, in the amount of \$4,100, for the parcel located at Red Cedar Street (Innerarity Island); and
- C. Authorize the parcel to be re-advertised for sale at another auction.

13. Recommendation Concerning the Acceptance of Two Easements Located at 2853 Pine Forest Road - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning two easements located at 2853 Pine Forest Road from David A. Farish:

- A. Accept the donation of a Drainage Easement, (approximately 0.37 acres) located at 2853 Pine Forest Road from David A. Farish, for drainage improvements;
- B. Accept the donation of a Temporary Construction Easement, (approximately 0.50 acres) located at 2853 Pine Forest Road from David A. Farish, for drainage improvements;
- C. 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;
- D. Authorize the payment of incidental expenditures associated with the recording of documents; and
- E. Authorize the Chairman or Vice Chairman to accept the Easements, as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

This property is located in Commission District 5.

14. Recommendation Concerning the Bob Sikes Bridge Toll Staffing Contract - PD14-15.048 between Escambia County and JJW Services, Inc., d/b/a AccuStaff - Joy Jones, P.E., Public Works Department Director

That the Board approve a 3-month renewal to AccuStaff for the 4th of allowable 5 years of the toll staffing contract.

[Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401]

15. Recommendation Concerning Contract Award for Escambia County Waste Services Large Machine Mowing at Perdido Landfill - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Gulf Coast Environmental Contractors, Inc., per the terms and conditions of PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill, for a term of one year, with possible two additional one-year renewal terms; anticipated annual expenditure of \$54,320.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401]

16. Recommendation Concerning the Acquisition of the Beulah Volunteer Fire Department, Inc., Property at 6400 West Nine Mile Road - Jack R. Brown, County Administrator

That the Board take the following action regarding the acquisition of the Beulah Volunteer Fire Department, Inc., property (approximately 6.02 acres, with 6,000 square foot fire station building), located at 6400 West Nine Mile Road:

- A. Re-Authorize the purchase of the Beulah Volunteer Fire Department, Inc., property (approximately 6.02 acres, with 6,000 square foot fire station building), located at 6400 West Nine Mile Road for the purchase price of \$300,000, which is the average of the two appraisals staff had performed, in accordance with the terms and conditions contained in the Contract for Sale and Purchase. (The Board originally voted to purchase this property on December 10, 2015.);
- B. Approve and authorize the Chairman to sign, subject to Legal review and signoff, the Contract for Sale and Purchase for the acquisition of the Beulah Volunteer Fire Department, Inc., property (approximately 6.02 acres, with 6,000 square foor fire station building), located at 6400 West Nile Mile Road;
- C. Acknowledge that a title insurance commitment obtained by the County revealed that a portion of this property is subject to a reverter in favor of Emerald County Utilities Authority. A recommendation will go before the ECUA Board to release the reverter by a Quit Claim action to Escambia County to provide a clear title to the property; and
- D. Authorize the County Attorney's Office to prepare, and the Chairman or Vice-Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

THE CONTRACT FOR SALE AND PURCHASE WILL BE DISTRIBUTED UNDER SEPARATE COVER.

[Funding Source: Fund 352, "LOST II," Cost Center 330228, Object Code 56101, Project #09FS0021]

III. For Discussion

 Recommendation Concerning an Appointment by the Mayor of the City of Pensacola to the West Florida Public Library Board of Governance - Todd Humble, Library Services Department Director

That the Board acknowledge for the Official Record Mayor Hayward's appointment of Patricia Barrington, Ph.D., to the West Florida Public Library Board of Governance, to serve a two-year term, effective March 1, 2018, through February 28, 2020.

2. Recommendation Concerning the Community Development Block Grant

Mortgage for Property Located at 200 West Winthrop Avenue - Tonya Gant,

Neighborhood & Human Services Department Director

That the Board review and determine whether to provide \$5,000 for a consent judgment for the property located at 200 West Winthrop Avenue, which has a Community Development Block Grant (CDBG) mortgage or to provide a counter offer.

3. <u>Recommendation Concerning State Law Enforcement Trust Fund - Henrique</u>
Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the allocation of \$7,500, Law Enforcement Trust (LET) Funds to the Council on Aging of West Florida, Inc., per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018.

Upon approval of this funding allocation, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

4. Recommendation Concerning a Noise Ordinance Waiver to Sam's Fun City for All of Their Events Being Held in 2018 - Grover C. Robinson, IV, District 4

Commissioner

That the Board approve granting a noise ordinance waiver to Sam's Fun City for all of their events being held in 2018.

5. Recommendation Concerning Request for Proposal for Master Planning for OLF8 - Jack R. Brown, County Administrator

THE RECOMMENDATION WILL BE DISTRIBUTED UNDER SEPARATE COVER.

COUNTY ATTORNEY'S REPORT

- I. For Action
- 1. Recommendation Concerning a Resolution Supporting the "Art in the Court Project" and Authorizing the Acceptance of Artwork Donations from the Escambia-Santa Rosa Bar Foundation for Display in the M.C. Blanchard Judicial Center.

That the Board take the following action:

- A. Adopt the Resolution supporting the "Art in the Court Project" and authorizing the acceptance of artwork donated by the Escambia-Santa Rosa Bar Foundation for display in the M.C. Blanchard Judicial Center; and
- B. Authorize the Chairman to execute the Resolution.
- 2. Recommendation Concerning Proposed Settlement Between Escambia County and Equal Employment Opportunity Commission (Administrative Complaint of Amanda Phillips), Case No: 425-2018-00430.

That the Board take the following action:

- A. Approve the proposed settlement with the Equal Opportunity Commission (EEOC); and
- B. Authorize the County Administrator to execute the proposed agreement with the EEOC, if approved by the Board.

[THE PROPOSED SETTLEMENT TO BE PROVIDED UNDER SEPARATE COVER.]

- 14. Items added to the agenda.
- 15. Announcements.
- 16. Adjournment.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-14301 Proclamations 6.

BCC Regular Meeting

Meeting Date: 06/21/2018

Issue: Ratification of Proclamation

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamation.

Recommendation: That the Board ratify the duplicate Proclamation dated June 7, 2018, bestowing honor and gratitude upon the Military Order of the Purple Heart, Sharon Lane Chapter 566, and recognizing Escambia County as a "Purple Heart County in the State of Florida," requested by Marvin R. Merillat, Escambia County's Veterans' Services Officer in the Human Resources Department.

BACKGROUND:

The original Proclamation bestowing honor and gratitude upon the Military Order of the Purple Heart, Sharon Lane Chapter 566, and recognizing Escambia Courty as a "Purple Heart County in the State of Florida" was adopted at the August 21, 2014, Board of County Commissioners' Meeting. Marvin R. Merillat, Escambia County's Veterans' Services Officer in the Human Resources Department, requested a duplicate Proclamation to be displayed in the County's Veterans' Services Office.

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:		
N/A		
PERSONNEL:		
N/A		
POLICY/REQUIREMENT FOR BOARD ACTION:		
N/A		
IMPLEMENTATION/COORDINATION:		
N/A		
Attachments		
Duplicate Proclamation - Military Order of the Purple Heart		

PROCLAMATION

WHEREAS, the Purple Heart is the oldest military decoration still in present use and was initially created by George Washington in 1782 as the "Badge of Military Merit"; and

WHEREAS, the Purple Heart was the first American Service Award made available to the common soldier and is awarded to any member of the United States Armed Services who is wounded or killed in combat with a declared enemy of the United States; and

WHEREAS, the organization, composed exclusively of Purple Heart recipients, now known as the "Military Order of the Purple Heart" was formed in 1932 for the protection and mutual interest of all who have received the decoration. The Military Order of the Purple Heart is the only Veterans' Service Organization composed strictly of "combat-wounded" veterans; and

WHEREAS, the Mission of the Military Order of the Purple Heart, chartered by an Act of Congress, is to foster an environment of goodwill among the combat-wounded veteran members and their families; to promote patriotism; to support related legislative initiatives; and, most importantly, to make sure we never forget the sacrifices made by those so decorated; and

WHEREAS, there have been many former Escambia County residents who have made the ultimate sacrifice in giving their lives in the cause of freedom, and there are numerous combat-wounded veterans who currently reside in the County, and as Purple Heart Awardees, contribute to their County in countless ways; and

WHEREAS, the Military Order of the Purple Heart, Sharon Lane Chapter 566 is named honoring the only Army Nurse killed in the service of her country in Vietnam as a direct result of enemy fire, 1st Lt. Sharon Lane, who was killed on June 8, 1969; and

WHEREAS, Escambia County falls within the purview of Chapter 566 of the Military Order of the Purple Heart and wishes to pledge its strong support for this noble organization and for those who put their lives at risk in service to their country and their fellow citizens.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, bestows honor and gratitude upon the Military Order of the Purple Heart, Sharon Lane Chapter 566, and recognizes Escambia County as a "Purple Heart County in the State of Florida."

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman, District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers

Clerk of the Circuit Court

Deputy Clerk

Dated: June 7, 2018



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-14314 Proclamations 7.

BCC Regular Meeting

Meeting Date: 06/21/2018

Issue: Americans with Disabilities' Act 28th Anniversary

From: Grover Robinson, District 4 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Proclamation.

<u>Recommendation</u>: That the Board adopt the Proclamation recognizing and congratulating the Americans with Disabilities Act (ADA) for the 28th anniversary of its inception and passing into law.

BACKGROUND:

The ADA was passed July 26, 1990, to ensure the civil rights of citizens with disabilities. The 28th Anniversary of the Americans with Disabilities Act will be celebrated by the Center for Independent Living Disability Resource Center and people with disabilities, their families and friends at the ADA Annual Awards and Volunteer Recognition Luncheon on July 12, 2018.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Attachments

Americans with Disabilities Act 28th Anniversary

PROCLAMATION

WHEREAS, the Americans with Disabilities Act (ADA) was passed 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 as embodied in the ADA, the laws of the State of Florida, and ordinances of the 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 Americans with Disabilities Act; and

WHEREAS, the 28th Anniversary of the Americans with Disabilities Act will be celebrated by the CILDRC, people with disabilities, and their families and friends at the ADA Annual Awards and Volunteer Recognition Luncheon on July 12, 2018.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County hereby recognizes the Center for Independent Living Disability Resource Center, ADA Annual Awards and Volunteer Recognition Luncheon and commends its efforts 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

Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST:	Pam Childers Clerk of the Circuit Court
	Deputy Clerk

Adopted: June 21, 2018



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-14248 Written Communication 8. A.

BCC Regular Meeting

Meeting Date: 06/21/2018

Issue: Environmental (Code) Enforcement Lien Relief - 6951 Otto

Avenue

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

February 23, 2018, communication from James Clay requesting Lien relief for property located at 6951 Otto Avenue.

<u>Recommendation:</u> That the Board review and consider the Lien relief request made by James Clay, owner of property, against 6951 Otto Avenue.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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

Mr. Clay submitted a written request for Lien relief which was processed. It was determined by the County Attorney's Office and County Administrator that Mr. Clay's request should be presented to the Board for review and consideration.

BACKGROUND:

Mr. Clay's mother was the owner/violator at the time of the Special Magistrate Order was issued. As one of the heirs to the property Mr. Clay tried to abate the violations with the structure but was unable to obtain permits because he was not listed as the owner. Property was probated and James Clay resolved the ownership issue. Attached is a copy of the "Order of Summary Administration". Escambia County conducted a partial clean up of the property removing all overgrowth, trash and debris in the amount of \$965.00. Mr. Clay abated all violations with the structure (replaced roof).

BUDGETARY IMPACT:

Fines: \$75,300.00 Court Cost: \$550.00 Abatement Fees: \$965.00

Total Lien \$76,815.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

6951 Otto Avenue

Request to Appeal Case Number: CE 07-08-0008

J. Clay < jclay@bellsouth.net>

Frì 2/23/2018 6:26 AM

To:Janice K. Gilly < JKGILLY@myescambia.com>;

Janice Gilly Clerk for the Special Magistrate Office of Environmental Enforcement 3363 W. Park Place

Pensacola, FL 32505

IN RE: Request for Appeal

Case No.: CE 07-08-0008

Escambia County, Florida vs. Estate of Mattie L. Clay

Owner: James M. Clay Location: 6951 Otto Avenue

Pensacola, FL 32503

Dear Mrs. Gilly:

Per our telephone conversation, I respectfully request an appeal on the above referenced case to ask the court's help in mitigating and abating the extensive fines and penalties that have accrued and were levied due to circumstances beyond my control and prior to my ownership of the property.

My Mother, Mattie L. Clay, resided in the subject property until her death at which time my siblings and/or their respective families resided in the property until it was abandoned due to extensive hurricane damage. Since that date my oldest brother, Raymond Clay and the purported representative of my Mother's estate had been handling all matters including mail collection and bill payment.

On July 20, 2016, I received a notice stating that my Mother's house was not in compliance with Special Magistrates Order of July 7, 2009 and that if the various violations were not brought into compliance then the house would be demolished. Corrective action was immediately taken to remedy the various violations in the order. But, to bring the property into full compliance required the replacement of the roof which required a permit and could only be issued to the owner.

After months of trying to resolve the permitting issues, I discovered that the probate had never been opened on my Mother's estate, I contacted Environmental Enforcement and asked for assistance on how to handle this matter. First, I was told that I had to own the property. Next, bring the property into compliance per the Special Magistrate's Order and then request an Abatement.

At the end of 2016, through my attorney I was able to acquire the interests of my siblings and finalize the probate proceeding on February 22, 2017. I immediately contracted with a licensed roofing contractor to begin work and provided this information to Environmental Enforcement to show my intent to bring the property into compliance. The roof was finally completed after months of rain and hurricane conditions bringing the property into full compliance.

Please acknowledge this email as proof of request for appeal on the above case.

I really appreciate your help in this matter.

Sincerely,

James M. Clay P. O. Box 273524 Boca Raton, FL 33427 Telephone: (954) 563-8468

Fwd: Lien Relief Request - James Clay

Bobbie Ellis-Wiggins

Reply all

Wed 4/18, 2:42 PM Sandra F Slay; Timothy R. Day; Shawn S. Hunter

Label: c9677195-2b3e-4f59-bb5a-1cfd0b2a0683 (5 years) Expires: 4/17/2023 2:42 PM

FYI...

BBobbie Ellis-Wiggins

Sent from my iPhone; please excuse abbreviations and spelling errors.

Begin forwarded message:

From: Bobbie Ellis-Wiggins < bellis@myescambia.com >

Date: April 18, 2018 at 2:41:01 PM CDT

To: "Jack R. Brown" < <u>irbrown@myescambia.com</u>> **Cc:** "Alison A. Rogers" < <u>aarogers@co.escambia.fl.us</u>>

Subject: Re: Lien Relief Request - James Clay

Jack:

I appreciate your prompt response. Perhaps Mr. Clay will elect to take his request before the Board.

Thank you,

BBobbie Ellis-Wiggins

Sent from my iPhone; please excuse abbreviations and spelling errors.

On Apr 18, 2018, at 1:51 PM, Jack R. Brown < <u>irbrown@myescambia.com</u> > wrote:

Bobbie,

My interpretation of the Board's policy is as yours. I agree it is compelling but my reading of the policy doesn't allow me the latitude to rule on the issue. Jack

From: Bobbie Ellis-Wiggins

Sent: Wednesday, April 18, 2018 12:28 PM
To: Jack R. Brown < richamble.com>

Cc: Angela D. Crawley adcrawle@myescambia.com; Sandra F Slay

<<u>SFSLAY@myescambia.com</u>>; Shawn S. Hunter <<u>sshunter@myescambia.com</u>>

Subject: Lien Relief Request - James Clay

Jack:

Attached is a letter requesting lien relief from James Clay, who took ownership of the property through probate while the property remained in violation and while daily fines were accruing. Although his name was not added to the Certification of Costs Order issued after he took ownership of the property, my interpretation of the Board's intent underlying its lien relief policy was to exclude from the lien relief authority delegated to the County Administrator cases like this where the requesting party took ownership of property while violations were pending, acknowledged responsibility for the violations while daily fines were accruing, and failed to challenge the certification of costs before the special magistrate prior to the special magistrate issuing the Certification of Costs Order.

That said, this case presents a compelling scenario for considering a waiver of daily fines — at least the fines that accrued for over seven years until Mr. Clay was able to obtain title to the property through probate proceedings. His letter contains the details. The property is no longer in violation.

If your interpretation of the Board's intent underlying its policy would accommodate your signing a Partial Lien Release to waive the daily fines (\$75,300), I can support you in that and will prepare a Partial Lien Release for your signature. If not, then a denial letter would be appropriate.

If you need additional information or would like to discuss the matter, please let me know.

Thanks--

<image001.png>
Bobbie Ellis-Wiggins
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502
T: (850) 595-4970
F: (850) 595-4979

https://outlook.office365.com/owa/?viewmodel=ReadMessageItem&ItemID=AAMkAGR1... 5/30/2018

Recorded in Public Records 2/22/2017 11:38 AM OR Book 7669 Page 1566, Instrument #2017012783, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 52794004 E-Filed 02/21/2017 05:43:13 PM

IN THE CIRCUIT COURT OF THE 1st JUDICIAL CIRCUIT, IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NO.		2017CP000171XXXXXX			
RE:	ESTA	TE OF			
	MATTIE LOU CLAY,				
		Deceased.			

ORDER OF SUMMARY ADMINISTRATION

THIS CAUSE coming on to be heard on the Petition of JAMES M. CLAY, joined by his siblings, Raymond C. Clay, Jr., and Jerald W. Clay, Sr., for Summary Administration of the Estate of MATTIE LOU CLAY, Deceased, the Court finding that the Decedent died on November 25, 1998, that no persons other than Petitioners have an interest in this hearing; that the material allegations of the Petition are true and that an Order Of Summary Administration should be entered and the Court being otherwise fully advised in the premises, it is thereupon

ORDERED AND ADJUDGED that the assets of MATTIE LOU CLAY, Decedent, be distributed to JAMES M. CLAY and all right title in interest of deceased in the property vest in JAMES M. CLAY, said real property known as:.

6951 Otto Ave, Pensacola, Fl, Folio Number 03-1672-000

BEG AT SW COR OF LT 33 NLY ALG W LI OF LT 300 FT FOR POB CONTINUE ALG W LI OF LT 141 FT ELY PARL TO S LI OF LT 132 FT SLY PARL TO W LI OF LT 141 FT WLY PARL TO S LI OF LT 132 FT TO POB DB 540 P 208 OR 263 P 763 OR 316 P 845 S/D OF LT 2 W OF H/W AND ALL LTS 3 AND 4 SEC 27 AND LT 2 SEC 25 PLAT DB 89 P 226 SEC 25/27 T 1S R 30

IT IS FURTHER ORDERED AND ADJUDGED:

 Property of Decedent that is not exempt from claims of creditors and that which remains in the hands of the designated beneficiaries shall continue to be liable for claims against Decedent until barred as provided by law. BK: 7669 PG: 1567 Last Page

cc:

- 2. The above-described beneficiaries shall be personally liable for all lawful claims against the Estate of Decedent, but only to the extent of the value of the Estate of Decedent actually received by said beneficiary exclusive of the property exempt from claims of creditors under the Constitution and Statutes of Florida.
- 3. By this Order that the designated beneficiaries are entitled to receive and collect the assets and to maintain actions to enforce this right.
- 4. That the debtors of Decedent, those holding property of Decedent and those with whom secturities or other properties of Decedent are registered, authorized, empowered and directed to comply with this Order by paying, delivering and transferring the described assets to the beneficiaries and they shall not be accountable to anyone else for that property.

DONE	AND	ENTERED	in	Chambers	in	Escambia,	Florida,	this		day	of
, 2017.											

eSigned by CIRCUIT JUDGE JAN SHACKELFORD on 02/20/2017 15:10:12 N-HovgLR

Thomas H. Dougherty, Esq., Counsel for Petitioner, James M. Clay E-Mail: thdlaw@bellsouth.net

THE OFFICE OF ENVIRONMENTAL ENFORCEM SPECIAL MAGISTRATE IN AND FOR ESCAMBIA COUNTY, FLORIDA INST# 2018010212 2/8/2018 10:23 AM

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA OFF REC BK: 7851 PG: 644 Doc Type: CEL1 Recording \$10.00

ESCAMBIA COUNTY, FLORIDA

VS.

Case No.: CE 07-08-0008 Location: 6951 Otto Avenue PR# 271S303101014033

Estate of Mattie L Clay P O Box 1072 Gulf Breeze, FL 32562

JPM CLAY DO BOY 273524

ORDER

Bock Ratowik 33427

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of July 07, 2009; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 (o). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated July 07, 2009.

Itemized Cost

a. Fines (\$25.00 per day 8/18/09-11/16/17)

75,300.00

b. Court Costs

c. County Abatement Fees

965.00

Total:

DONE AND ORDERED at Escambia County, Florida on this

Robert O Beasley Special Magistrate

Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#07-08-0008 LOCATION: 6951 Otto Avenue PR# 271S30-3101-014-033

Estate of Mattie L. Clay P.O. Box 1072 Gulf Breeze, Florida 32562 Fruite Lew Magains
CLEAR OF THE CIRCUIT COURT
COCEMENT COUNTY FLORIDA
ALTH 20030195557/14200 at 08 51 Ant
CTOTO 680 6462 POUT 754 TECHNOLISM CELL
RECORDING 57750

AMENDED ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,

Estate of Mattie L. Clay, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

X	42-196 (a) Nuisance Conditions
X	42-196 (b) Trash and Debris
Ø	42-196 (d) Overgrowth
X	30-203 Unsafe Building; Described as □ Main Structure □ Accessory Building(s)
	$\square \text{ (a) } \square \text{ (b) } \square \text{ (c) } \square \text{ (d) } \square \text{ (e) } \square \text{ (f) } \square \text{ (g) } \square \text{ (h) } \square \text{ (i) } \square \text{ (j) } \square \text{ (k) } \square \text{ (l) } \square \text{ (m) } \square \text{ (n) } \boxtimes \text{ (o)}$
	$\square (p) \square (q) \square (r) \square (s) \square (t) \square (u) \square (v) \square (w) \square (x) \square (y) \square (z) \square (aa) \square (bb) \square (cc) \square (dd)$

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: **Estate of Mattie L. Clay** shall have two timelines to bring the violations into compliance. Removal of overgrowth, trash and debris by 8/17/2009, must be maintained. Failure to do so will result in Escambia County taking action to remove all nuisance conditions from the property and place a lien against the property for these costs. With regard to the dilapidated structure, all required permits with Escambia County Building Officials for the repair or demolishing of the dilapidated structure must be pulled and work must have commenced under such permits by 1/1/2010.

et e

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

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

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

DONE AND ORDERED at Escambia County, Florida on the ______day

, 2009.

Jim Messer

Special Magistrate

Office of Environmental Enforcement

Recorded in Public Records 01/29/2008 at 08:37 AM OR Book 6280 t Court Escambia Instrument #2008007219, E e Lee Magaha Clerk of the Cir County, FL Recording \$35.50

Ernie Lee Magaha CLERK OF THE CIRCUIT COURT **ESCAMBIA COUNTY FLORIDA** INST# 2008007223 01/29/2008 at 08:40 AM OFF REC BK: 6280 PG: 1005 - 1008 Doc Type: CEL RECORDING: \$35.50

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 07-08-0008 Location: 6951 Otto Avenue PR# 271S30-3101-014-033

Mattie L. Clay, Estate of C/O Jerald Clay P.O. Box 273524 Boca Raton, Florida 33427

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violations of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Estate of Mattie L. Clay as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that all violations of the Code of Ordinances as alleged have occurred and continue.



Certified to be a true copy the original on file in this office Witness my hand and official seal **ERNIE LEÉ MAGAHA** Clerk of the Circuit Court Escmbia County, Florida

Sy Lo Live Ou

Page 1 of 4

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Estate of Mattie L. Clay

Shall take corrective action to bring the violations into compliance. The corrective action shall include (1) Obtain construction permit and repair the property pursuant to the relevant building code or obtain demolition permit and remove debris no later that

February 29th, 2008; (2). Remove and abate all contributing conditions including overgrowth, and debris no later then January 29th 2008;

(3) If the 30-203 (O) "roof" violation is not abated no later then February 29th 2008 and if no building or demolition permit has been issued to the Estate, the county may enter to

abate pursuant to the relevant Florida statute.

will be assessed a fine of \$50.00 per day, commencing either on February 29th, 2008 if you have not obtained a building or demolition permit or at the expiration date of the building or demolition permit if you have not completed the repairs for the violation of 30-203 (O). If you fail to fully correct the violation of the Code as it relates to trash, debris and overgrowth within the time required, you will be assessed a fine of \$50.00 per day, commencing January 29, 2008. This daily fine shall continue until the violations are abated and brought into compliance or until as otherwise provided by law. Immediately upon your full correction of these violations, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violations have been abated and brought into compliance.

If the violations are not abated within the specified time period, then the County may elect to abate the violations for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Estate of, Mattie L. Clay.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

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

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

DONE AND ORDERED at Escambia County, Florida on the 18th day of January 2008.

Jim Messer

Special Magistrate
Office of Environmental Enforcement

Case No.: 07-08-0008 Location: 6951 Otto Avenue

PR# 271830-3101-014-033

Page 4 of 4



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-14300 Written Communication 8. B.

BCC Regular Meeting

Meeting Date: 06/21/2018

Issue: Permits Granted for 5312 Pale Moon Drive

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

May 18, 2018, communication from Fran Ogden regarding issues surrounding building permits granted for 5312 Pale Moon Drive.

Following a meeting with staff on June 13, 2018, Fran Ogden submitted an Administrative Appeal Application to the Board of Adjustment. Her Appeal will be heard by the Board of Adjustment on July 18, 2018.

BACKGROUND:

The Board voted at the June 7, 2018, Board of County Commissioners' Meeting to table Ms. Ogden's issue for two weeks. Ms. Ogden met with staff from the Development Services Department and the Building Services Department on June 13, 2018, to discuss her options moving forward.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Attachments

Email from Fran Ogden

June 7, 2018, Resume Page of the Regular BCC Meeting

Application

Judy H. Witterstaeter

From:

Angela D. Crawley

Sent:

Friday, May 18, 2018 10:52 AM

To:

Judy H. Witterstaeter

Subject:

FW: Erroneous permit application for 5312 Pale Moon Dr

Judy,

Please place Ms. Ogden on the next agenda under written communication. Thank you~

Angela

From: Fran Ogden [mailto:franogdenrd@gmail.com]

Sent: Friday, May 18, 2018 10:37 AM

To: Alison A. Rogers <aarogers@co.escambia.fl.us>; Jeff Bergosh <JWBERGOSH@myescambia.com>; Jack R. Brown

<jrbrown@myescambia.com>; Admin <Admin@myescambia.com>

Subject: Erroneous permit application for 5312 Pale Moon Dr

This is written confirmation, again, that I have serious complaints about accuracy of the information submitted to obtain all the building permits granted at 5312 Pale Moon.

I again, request a hearing to fully investigate the egregious un-permitted work and the after the fact blessing that Mr. Banes granted. Mr. Jones has not granted me such even though I have written about the grave concerns for flooding

I would like to be placed on written communication for the next county commissioners board meeting in early June.

Thank-you, Fran Ogden

RESUME OF THE REGULAR BCC MEETING - Continued

REGULAR BCC AGENDA - Continued

- 6. Continued...
 - D. The Proclamation proclaiming June 21, 2018, as "National Dump the Pump Day" in Escambia County, Florida, and joining with Escambia County Area Transit and public transportation agencies across the country to participate in the 13th Annual National Dump the Pump Day to encourage people to ride public transportation on June 21, 2018.

Approved 5-0

7. Written Communication – May 18, 2018, communication from Fran Ogden regarding issues surrounding building permits granted for 5312 Pale Moon Drive.

Approved 5-0 to table this issue for two weeks to let Mrs. Ogden pursue due process with the Board of Adjustment

Speaker(s):

Jerry Christine Mark Schwan W.R. Allyn Bill Foley Betty Williams Fran Ogden

- 8. 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, County Attorney Report Item I-1, and the Board of County Commissioners Escambia County, Florida, Meeting Schedule:
 - A. The following six Public Hearings on the agenda [the 5:48 p.m. Public Hearing was not advertised]:
 - (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on May 17, 2018, for consideration of the vacation of the eastern portion of Kersey, on the Board's own motion:

(Continued on Page 4)



Escambia County Planning and Zoning

Development Services Department 3363 West Park Place Pensacola, FL 32505

http://myescambia.com/business/ds

Board of Adjustment Application	
FOR OFFICE USE ONLY - Case Number: Accepted by: BOA Meeting:	
Development Order Extension	
Administrative Appeal	
1. Contact Information:	
A. Property Owner/Applicant: Frances Ogden	
Mailing Address: 5330 Pak Moin Dr	
Business Phone: Cell: \$50 - 737 - 3436	
Email: Frangden RD @ gma. 1.com	
B. Authorized Agent (if applicable):	
Mailing Address:	
Business Phone: Cell:	
Email:	
Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must	
complete an Agent Affidavit. Application will be voided if changes to this application are found.	
2. Property Information:	۸ /
A. Project Name & Development Order Number (if applicable): LD Permit 1802404 PL 5312 Pale Moon Dr. After the fact.	101
5312 Pale Moon Dr. After the fact.	
B. Existing Street Address:	
Parcel ID (s):	
C. Total acreage of the subject property: Entire lot_	

3. Reason for Request

A.	Please explain why the extension or administrative appeal is necessary.				
	Denied access by way of				
	Omission.				

B. Development Order Extension

The LDC requires good faith efforts in adhering to its established periods, but extension of an eligible LDC time limit may be requested according to the provisions of this section whereby a landowner asserts that the limit does not anticipate legitimate delays in compliance. However, no applicant is automatically entitled to any extension. Short-term (6 month) extensions are evaluated by the Planning Official, and longer extensions (one year) shall be evaluated through a quasi-judicial public hearing review by the BOA. These extension processes allow additional time for concluding the compliance review, developing an approved use, and continuing or reestablishing some uses.

- **1. Limits on extensions.** Extensions to LDC periods are subject to the following limitations:
 - **a. Availability.** Extensions are available and may be granted only for LDC periods that specifically provide that option, only if a complete application for the extension was submitted prior to the expiration of the period for which the extension is requested, and only as otherwise allowed by the provisions of the LDC.
 - **b.** Approving authority. Extensions to any period not required by the LDC but imposed as a condition of approval by an approving authority cannot be granted by another approving authority.
 - c. Individual and multiple limits. An extension can only be granted based on a specific review of an individual period. If an extension of more than one period is requested, the extension criteria shall be evaluated for each limit.

C. Administrative Appeal

Application for appeal of an administrative decision shall be submitted for compliance review within 15 days after the date of the decision being appealed. A quasi-judicial public hearing for the appeal shall be scheduled to occur within 30 business days after receipt of a complete application. The application shall provide information as required by the adopted appeal procedures, including the following:

- 1. Decision appealed. A copy of the written administrative decision to be reviewed on appeal.
- 2/LDC reference. Identification of the specific LDC provisions for which noncompliance is alleged.
- **3. Alleged error.** A description of how the decision of the administrative official is considered arbitrary or capricious.

13/out retendagion ine code

Sundard

- **4. Conditions.** Documentation satisfying the conditions established in the compliance review provisions of this section.
- 5. Remedy. A description of the proposed remedy.
- **6. Other information.** Any other pertinent information the applicant wishes to have considered.

D. Medical Hardship

Temporary placement of a manufactured (mobile) home or park trailer may be requested according to the provisions of this section when a landowner asserts that existing medical conditions require in-home care and an accessory dwelling to reasonably provide it. The manufactured home may be placed within any mainland zoning district to remedy a medical hardship according to the temporary use provisions of Chapter 4, regardless of the density limits of the applicable zoning. The requirements to grant the temporary use of a manufactured home or park trailer as an accessory dwelling to provide in-home medical care is considered by the BOA in a quasi-judicial hearing whether conditions warrant such use.

The BOA shall conduct a quasi judicial public hearing as noticed to consider the requested medical hardship temporary use of a manufactured home or park trailer according to the provisions of this article. The applicant has the burden of presenting competent substantial evidence to the board that establishes each of the following conditions:

- **1. Certified need.** A Florida-licensed physician certifies in writing the medical need, specifying the extent of the need for in-home medical care and the approximate length of time for such in-home medical care.
- **2. Minimum necessary.** Conditions and circumstances make it difficult or impossible for the recipient and provider of medical care to reside in the same dwelling and the temporary accessory dwelling is the minimum necessary to provide relief of that medical hardship.
- **3.** Adequate public services. The manufactured home or park trailer will have adequate water, sewer, solid waste removal, and electric services available.
- **4. Compatibility.** The temporary use will not produce adverse impacts on the uses of surrounding properties.
- 5 Standard conditions. The temporary use can comply with the applicable standards of Chapter 4.



4. <u>Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney</u>

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY (if applicable)

As owner of the property located	at				
, Florida,	property reference	e number(s)			
	I hereby de	esignate			
	for the sole	e purpose of comp	eting this appl	ication and mak	ing
a presentation to the Planning Bo	ard and the Board	of County Commis	ssioners to req	uest a rezoning	on
the above referenced property. T	his Limited Power	of Attorney is gran	nted on this	day of	
the year of,, and is e					
Adjustment has rendered a decisi	on on this request	and any appeal pe	eriod has expire	ed. The owner	
reserves the right to rescind this I		/			ice
to the Development Services Rure	eau.				
	_ /	,			
Agent Name:		Email:			
Address:				one:	
Signature of Property Owner	Printed Name	of Property Owner		Date	
	/				
Signature of Property Owner	Printed Name	of Property Owner	_	Date	
STATE OF		COUNTY OF _			
The foregoing instrument was acl		e me this	day of	20	
by			·		
Personally Known DR Produced	l Identification [編]	ype of Identification	on Produced: _		
Signature of Notary		Printed Name of	Notary		

(Notary Seal)

Signature of Notary

5. Submittal Requirements

	A.	and submitted to the Planning and Zoning De			
	В.	32505. Application Fee: Application Fees: http://myescambia.com/business/board-adju			
		Note: Fees include all notices and advertisements fee. Payments must be submitted prior to 3 pm o Please make checks payable to Escambia County.	f the closing date of ac	cceptance of applic	cation.
	C. D.	Certified Boundary Survey (Include Corporation Compatibility Analysis (if applicable roadway requirements of Locational Criteria, applicant is required to provide substantial ev	e): If the subject pro a compatibility analys idence of unique circ	perty does not m sis prepared by tl cumstances regar	neet the he
	E.	parcel or use that were not anticipated by the Comparability" within the request zoning district of the L Signed and Notarized Affidavit of Concurrency Determination Acknowledgemen	DC.) Owner/Limited Powe		D
	I am dul	ature, I hereby certify that: uly qualified as owner(s) or authorized agent to make ng, and staff has explained all procedures relating to		application is of m	y own
2)	misrepr	rmation given is accurate to the best of my knowlede resentation of such information will be grounds for d tion of any approval based upon this application; and	enial or reversal of this		
3)		rstand that there are no guarantees as to the outcom refundable; and	e of this request, and t	hat the application	ı fee
4)	of site ir	rize County staff to enter upon the property reference inspection and authorize placement of a public notice ion(s) to be determined by County staff; and			
5)		pment Services Sureau Fran	cards) for the request	shall be provided b	by the
Sign	arure of C	Owner/Agent Printed Nam	ne Owner/Agent		Date
Sign	ature of C	Owner Printed Nam	e of Owner		Date
		COUNTY OF			

Printed Name of Notary

(notary seal)

Andrew D. Holmer

From:

Fran Ogden <franogdenrd@gmail.com>

Sent:

Monday, June 11, 2018 4:30 PM

To:

Andrew D. Holmer

Subject:

Letter to attach to BOA application

The following are the complaints I have made since Feb.

They cleared the entire lot not .6 as stated on the application.

They brought a lot more than 1800 cu yards

The wetland opinion was not submitted until 6 weeks after Banes granted the permit. It is only an opinion, there are indeed wetland plants on the adjacent lots that were not addressed and the mature oaks have been tended to for 20 years by owners of 5330 which is why they are mature and not scraggly like the ones that were ripped out of the earth with clearing equipment

The floodwater plan missed 4 deadlines. 2 weeks from Feb 12 is Feb 26. My property remains unprotected now and then

mr. Jones never directed me to the BOA despite my strong objections on Feb 19 at the building dept. He instead said the permit was issued and I would have to get a lawyer.

MR. Banes did not put forth the due diligence required when approving an after the fact permit.

Additionally there was no POA from Mindreboes when the application was submitted

There are a bunch of other problems with the sea wall that could be included but we will address it at the BOA meeting

Sincerely, Fran Ogden

Fran Ogden 850-737-3436



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-14294 Written Communication 8. C.

BCC Regular Meeting

Meeting Date: 06/21/2018

Issue: Written Communication Concerning 1412 North Green Street

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

May 22, 2018, communication from Tina R. Welch requesting Lien relief for the State Housing Initiatives Partnership (SHIP) Program Lien for property located at 1412 North Green Street.

BACKGROUND:

On November 20, 2009 Ruth Welch-Carter received housing repair assistance under the SHIP program for \$15,000, which was filed as a five year lien against the property (Exhibit I). The lien terms specific that if "the property is sold, ownership is transferred to another party or parties, or the property is converted to rental occupancy during the five (5) year period, I do hereby agree that I or my heir(s) will repay to the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Trust fund, the undrepreciated portion of the total lien amount cited above."

In 2011, during the five year lien period, Mrs. Welch-Carter added one daughter's name on the deed to the property and removed the other due to one daughter going through a bankruptcy (Exhibit II). Her name was on the deed the entire duration of the five year lien period. Ms. Welch-Carter maintained homestead exemption and resided in the property until her death in October 2014, one month before the lien would have expired.

Her daughter, Tina Welch, submitted a written communication (Exhibit III) requesting that the Board consider that the lien be released at this time due to the circumstances surrounding the transfer and considering that Mrs. Welch-Carter resided in the property and met all other program requirements during the five year lien period.

BUDGETARY IMPACT:

A release of lien will not have any budgetary impact on the SHIP Program. If the lien is required to be paid off, then the payoff amount is \$10,769.47 (Exhibit IV), which is dated from the time the lien was executed to the deed transfer, with would be repaid to the SHIP Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Any variance from SHIP lien/mortgage policy must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

If lien relief is granted, Neighborhood Enterprise Division will record a Cancellation of Lien to be filed in the public records. If lien relief is not granted, then no further action will be taken.

Attachments

Ex I-Welch-Carter SHIP Lien

Ex II-Welch Deed Transfer

Ex III-Welch Written Communication

Ex IV-Lien Payoff Memo

County, FL F #2010002257, wrnie Recording \$10.00 ©01/13/2010 at 10:58 AM ©rnie Lee Magaha Clerk o O Hij the circuit OH PR 6549 9 Page Court I Escambia

EXHIBIT I

ESCAMBIA/PENSACOLA STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

Implemented By:

Regional Planning Council

West Florida Regional Planning P.O. Box 11399 Pensacola, Florida 32524-1399 Phone: (850) 332-7976 FAX: (850) 637-1923

LIEN AGREEMENT

Applicant Name(s)

Ruth G

Welch-Carter & Willie

Carter,

Address of Property 1412 N. Green Street Pensacola, FL 32505

Date of Sale or Vacate

Legal Description of Property:

Lots 20 & 21, LESS the North 60 feet thereof, Block 8, West Highlands, being a portion of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 1 at page 74, of the public records of said county. LESS any portion thereof that lies within the existing right of way for Green Street.

Parcel ID# 33-2S-30-1300-020-008

Total Amount of Lien \$15,000.00

Total Amount Due to Date

(xx) Deferred Payment Grant

Book: Page: 1252 999

Tract: 20

I, the undersigned, owner occupant of said property do hereby agree that I will continue to occupy and maintain the rehabilitated housing unit for at least a five (5) year period from the 20th day of November, 2009. I will not sell, transfer ownership, or rent the property to any other person or persons during this five (5) year period. The lien will depreciate at the rate of twenty percent (20%) per year for a period of five (5) years. I understand that this lien will not be subordinated under any circumstances.

If the property is sold, ownership is transferred to another party or parties, or the property is converted to rental occupancy during the five (5) year period, I do hereby agree that I or my heir(s) will repay to the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Trust Fund, the undepreciated portion of the total lien amount cited above. If the property is sold, the undepreciated portion shall be paid lump sum from the proceeds of the sale. If the property is rented or transferred to another party, the undepreciated portion shall be considered a loan and a repayment plan will be established. The undepreciated portion to be repaid shall be calculated on a daily rate, based upon the number of days remaining in the (5) year period, from the date of sale, rental or transfer of said property

This lien will expire and automatically cancel on the 20th day of November, 2014

November 20, 2009 Date

Type/Print Name: Ruth G.

Welch-Carter

E

Carter, Sr

ille

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of November, 2009, by Ruth G. Welch-Carter & Willie Carter, Sr., who produced Florida Drivers License as identification and who did take an oath.

KATHLEEN AHLEN
Notary Publicate of Florid
My Commission Expires May 29, 2011 tary Publicate of Florida Commission expires May 29, 2010 COMM # DD 557128

Kathleen Ahlen Notary Public – State of Florida

This Instrument Prepared by The West Florida Regional Planning Council, P.O. Box 11399, Pensacola, Phone: (850) 332-7976, as Agent for Escambia County, Florida.

Recorded in Public Records 04/18/2011 at 01:49 PM OR Book 6711 Page 411, Instrument #2011025444, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

EXHIBIT II

CORRECTIVE WARRANTY DEED

STATE OF FLORIDA COUNTY OF ESCAMBIA THIS WARRANTY DEED made the 18th day of APRIL

and between RUTH WELCH-CARTER (Formerly Ruth G. Welch), EASTER R. WELCH, hereinafter called the Grantors, to RUTH WELCH-CARTER, TINA R. WELCH, As Joint Tenants with Rights of Survivorship, hereinafter called the Grantees,

WITNESSETH

That the Grantors, for and in consideration of the sum of TEN DOLLARS(\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto the Grantees all that certain land situate in Escambia County, State of Florida, to wit:

LOT 20,21 LESS N 60 FEET BLOCK 8, West Highlands Subdivision, described according to plat of said subdivision of record in Plat Book 1, Page 74 of the public records of Escambia County, Florida. CA 148

Parcel ID# 33-2S-30-1300-020-008

This Deed is being recorded to correct the legal description and Grantees' Title, as recorded on that certain deed, OR 6690 PG 155, in Escambia County, FL.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantors hereby covenant with the Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors fully warrant the title to said land and will defend the same against the lawful claim of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

our presence

Dianel

STATE OF COUNTY OF ESCAMBIA

FLORIDA

The foregoing instrument was acknowledged before me this 18th day of __, by Ruth Welch-Carter, who produced identification of

APRIL 2011, by Ruth W. FL D/L identification of FL D/L , and Easter R. Welch, who produced and did not take an oath.

Prepared By:

Ruth Welch-Carter

1412 N. Green Street

Notacy Rablic CHAVELA R. BROWN NOTARY PUBLIC-STATE OF FLORIDA

COMMISSION # DD 998129 COMMISSION EXPIRES AUGUST 6, 201 May 22, 2018



To Whom It May Concern:

My name is Tina R. Welch. This Letter is in response to the Lien agreement of my mother Ruth G. Welch-Carter and my stepfather Willie Carter Sr. and the Ship Program. My mother applied for your program in November 2009 and in April 2011 is when she changed the deed from Ruth W. Carter and Easter R. Welch to Ruth W. Carter and Tina R. Welch she always remained on the deed and would have never changed it but due to a hardship of her daughter Easter going thru a bankruptcy. Easter R. Welch did not want her mother to have any financial stress on her behalf.

Having one of her daughters on the property was always important to her for a smooth transition whenever she passed away. The home was purchased September 1978 by Ruth and Curvie Welch, Sr. and he died October 25, 1986 at the age of 56 with Pancreatic Cancer and upon his death the home was paid in full, and never had a mortgage again my mother would have never taken the above action to cause this lien if she had the full understanding to not change the deed if she realized the circumstances of substituting one daughters name for the other would have caused this type of dilemma.

She remained in the home until her death, October 14, 2014, not knowing that there was a problem and our stepfather Willie Carter, Sr still remains there. It has been eight years and six months since the original contract and I am pleading with you to consider this a Paid in Full contract.

Sincerely;

Tina R. Welch 850 723 2270

Inall duf



Board of County Commissioners • Escambia County, Florida

EXHIBIT IV

Tonya R. Gant, Director Neighborhood & Human Services

Meredith Reeves, Division Manager Neighborhood Enterprise Division

May 23, 2018

Emerald Coast Title, Inc. Attention: Sarah 811 N. Spring Street Pensacola, Florida 32501

Re:

Lien Payoff - Ruth G. Welch-Carter & Willie Carter, Sr.

1412 N. Green Street, Pensacola, FL 32505

Dear Sarah:

Per your request, the payoff amount of the lien recorded in OR Book 6549 at Page 1374 is \$10,769.47.

Payoff check must be made payable to Escambia County SHIP Affordable Housing Trust Fund. Please mail or hand deliver payoff check to:

Neighborhood Enterprise Division 221 Palafox Place, Suite 200 Pensacola, Florida 32502 Attention: Allison Wheelis

Should you have questions or require any additional information, please contact me at 595-0022 ext. 2.

Sincerely,

Derrick Williams Escambia County

Neighborhood Enterprise Division



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-14304 Written Communication 8. D.

BCC Regular Meeting

Meeting Date: 06/21/2018

Issue: Written Communication Request from Cynthia A. Shiver

From: Judy Witterstaeter, Program Coordinator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

June 5, 2018, communication from Cynthia A. Shiver requesting that the Board rescind the Hold Harmless Agreement pertaining to the construction of a seawall at 217 Thayer Avenue, which was approved by the Board at the December 14, 2017, Board of County Commissioners' Meeting.

BACKGROUND:

On December 14, 2017, the Board approved a Hold Harmless Agreement with Cynthia Shiver, for construction of a seawall at 217 Thayer Avenue, to hold the County, its officers, and employees harmless from any damages to persons or property that may result from authorized construction. Ms. Shiver is requesting that the Board rescind the Hold Harmless Agreement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Attachments

Cynthia Shiver's Email with Hold Harmless Agreement and Ordinance 2018-6 Attached December 14, 2017, BCC Meeting Minutes Page

Judy H. Witterstaeter

From:

Doug Underhill

Sent:

Tuesday, June 5, 2018 1:13 PM

To:

Alison A. Rogers; Judy H. Witterstaeter

Subject:

Fwd: 217 Thayer Ave Hold Harmless

Attachments:

Hold Harmless Modified Ordinance.pdf; ATT00001.htm; Shiver HHA.PDF; ATT00002.htm

Please advise

Sent from my iPhone

Begin forwarded message:

From: "Shiver, Cynthia A. (Tax&Accounting)" < cindy.shiver@thomsonreuters.com>

To: "District2" < District2@co.escambia.fl.us>

Cc: "Shiver, Cynthia A. (Tax&Accounting)" < cindy.shiver@thomsonreuters.com>

Subject: 217 Thayer Ave Hold Harmless

Hi Jonathan,

I am writing to you to ask that this serve as written communication to the board of County Commissioners that I would like to rescind the Hold Harmless that was recorded on 12-18-2017, attached. Before 1-20-2018 the hold harmless was required but after 1-20-2018 the hold harmless is no longer required, please see attached Hold Harless Modified Ordinance. I was permitted for the seawall the beginning of January when the hold harmless was required but have not started construction on my seawall due to the fact that I would like the hold harmless rescinded.

Please let this email serve as a written request to the Board of County Commissioners to rescind the Hold Harmless for 217 Thayer Ave Pensacola, FL 32507,

Cindy Shiver 850-748-8635

Escambla County Clerk's Original

This document prepared by:

Cynyhia A Shiver

511 LAKE WOOD Rd

Pensacola FL 32507

(name and address)

STATE OF FLORIDA COUNTY OF ESCAMBIA CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

DATE: 12-18-17

RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Individual Owner)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between whose mailing address is 511 Lakewood ld Pensacola, FL 3250 7 (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County. Florida, more particularly described as:

|ATTACH OR FILL-IN LEGAL DESCRIPTION|

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

Page 1 of 3

- 2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.
- 3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.
- 4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.
- 5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.
- 6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersign day of, 20	ned has made and executed this Agreement this
ı VM	PROPERTY OWNER
Witness Jung Colly Print Name Takey Policy	A.1.
Witness Print Name Day L Santas	By: Wignature) By: Gignature)
project sufficient	Government A Shiver

STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledged before in 20 17, by Charling Shilver as identificat	the this (3 day of October de/She is personally known to me, () ion.
Bonded Thru Notary Public Underwriters Wyne	ure of Notary Public Ane M. Johns I Name of Notary Public
ACCEPTANCE	
This Release of Claims for Damages, Hold Harmle executed this 14th day of December 1997 Teff Beyash. Chairman on behalf of Escarits Board of County Commissioners at a meeting on the 2017.	ber 2017, by abia County, Florida, as authorized by
Escarr subdiv	abia County, Florida, a political vision of the State of Florida
ATTEST: Pam Childers Clerk of the Court	Jeff Beropsh, Chairman
(Deputy Clerk):	
 ब्रह्म इ.स इ.स	13.2

Recorded in Public Records 03/03/2015 at 09:27 AM OR Book 7308 Page 1, Instrument #2015016350, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$962.50

Prepared by and return to: Emerald Const Title, Inc. 811 N. Spring Street Pensacola, FL 32501 850-434-3223 File Number: 15-10229

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27th day of February, 2015 between Carole Anne Drew, a single woman whose post office address is 19966 Oakleaf Circle, Cornelius, NC 28031, grantor, and Cynthia A. Shiver, a single woman whose post office address is 511 Lakewood Road, Pensacola, FL 32507, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustoes)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambla County, Florida to-wit:

Lots 11 and 12, Block 19, First Addition to New Warrington, according to the map or plat thereof as recorded in Plat Book 1, Page 30, Public Records of Escambia County, Florida.

Parcel Identification Number: 512S30-7061-110-019

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, scaled and delivered in our presence: Successful My Shoke Witness Name: Sarah My Rhodes Witness Name: 19 Mm/L 19 W	Carole Anne Drew
State of North Carolina County of Merken was acknowledged before me this personally known or [X] has produced a driver's license as id The foregoing instrument was acknowledged before me this personally known or [X] has produced a driver's license as id The foregoing instrument was acknowledged before me this personally known or [X] has produced a driver's license as id The foregoing instrument was acknowledged before me this personally known or [X] has produced a driver's license as id The foregoing instrument was acknowledged before me this personally known or [X] has produced a driver's license as id The foregoing instrument was acknowledged before me this personally known or [X] has produced a driver's license as id The foregoing instrument was acknowledged before me this personally known or [X] has produced a driver's license as id The foregoing instrument was acknowledged before me this personally known or [X] has produced a driver's license as id The foregoing instrument was acknowledged before me this personally known or [X] has produced a driver's license as id The foregoing instrument was acknowledged before me this personally known or [X] has produced a driver's license as id The foregoing instrument was acknowledged before me this personal produced a driver's license as id The foregoing instrument was acknowledged before me this personal produced a driver's license as id The foregoing instrument was acknowledged before me this personal produced a driver's license as id The foregoing instrument was acknowledged before me this personal produced a driver's license as identification was acknowledged before me this personal produced a driver's license as identification was acknowledged before me this personal produced a driver's license as identification was acknowledged before me this personal produced a driver's license as identification was acknowledged before me this personal produced by the personal produced by the personal produced by the personal produced by the personal produced by t	day of February, 2015 by Carole Anne Drew, who [] is entification. Notify Public Printed Name: See M. A. Chambers My Commission Expires: 09.24.2018

DoubloTimo•

Escambia County Clerk's Original

2/1/2018 GMA 5:47pm. PH

ORDINANCE NUMBER 2018- 6

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, SECTION 4-5.5 "MARINE, ESTUARINE AND RIVERINE SHORELINES (MERS)," TO MODIFY "CONSTRUCTION SETBACKS; ARMORED SHORELINES" PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners to establish regulations for marine, esturine, and riverine shorelines (MERS) in the unincorporated areas of the County pursuant to general law; and

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

WHEREAS, the Escambia County Board of County Commissioners further finds that modifying the armored shoreline requirements to apply the exception regulations to new armored shorelines within the unincorporated areas of the County and further promotes the efficient regulation of land use;

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

<u>Section 1.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Article 5, Section 4-5.5 "Marine, estuarine and riverine shorelines (MERS)," is hereby amended as follows (words <u>underlined</u> are additions and words <u>stricken</u> are deletions):

Sec. 4-5.5 Marine, estuarine and riverine shorelines (MERS).

- (a) Dune protection and restoration. Adverse impacts to the primary dune system on Santa Rosa Island and Perdido Key shall be avoided to the greatest extent practical, and minimized and mitigated when unavoidable.
- (b) Beach renourishment. Beach renourishment may be used to stabilize erosion prone areas. All renourishment activities shall be performed in accordance with accepted engineering and environmental practices.

(c) Protection required. Land uses and development activities along marine, estuarine and riverine shorelines shall avoid construction that can jeopardize the stability of the beach-dune system, accelerate erosion, inadequately protect upland structures, endanger adjacent properties, and interfere with public beach access.

(a) Marine shorelines

- (1) Marine shoreline protection zone. A marine shoreline protection zone is established along the shorelines of Santa Rosa Island and Perdido Key, extending from the mean high water line (MHWL) of the Gulf of Mexico landward to the 1975 Coastal Construction Control Line (CCCL) as recorded the official records of Escambia County (Plat Book 9, Page 72 A-P). No construction is authorized within the Marine shoreline protection zone with the following exceptions:
- (2) Dune walkovers. Elevated pile-supported dune and beach walkover structures may be permitted within the shoreline protection zone provided the existing dune system is enhanced or re-vegetated if adversely impacted during construction.
- (3) Beach and dune preservation and enhancement. Sand fencing and other beach restoration and dune protection methods approved by the county may be permitted within the shoreline protection zone in accordance with accepted engineering and environmental practice. Beach restoration and dune protection methods shall not be interpreted to allow armoring of the marine shoreline.
- (4) Sundecks, patios, walkways. Sundecks, patios, walkways, etc. may be constructed within the shoreline protection zone on Santa Rosa Island on a case by case basis consistent with the SRIA board policy manual.
- (5) Vegetation. Except as otherwise allowed by these marine shoreline provisions, the removal or destruction of native vegetation within the shoreline protection zone is prohibited.
- (6) Reconstruction and redevelopment. Only to prevent a taking, a variance to allow construction of a replacement structure within the previous footprint may be requested from the BOA for Pensacola Beach Gulf-front properties that have an insufficient building area to rebuild or redevelop, provided that intrusion into the shoreline protection zone is reduced to the maximum extent practical.
- (7) Variances. No variances are otherwise available to authorize the prohibited construction:
- (8) New Construction. For new construction and substantial improvement to a Gulf front development, the minimum dune mitigation shall include a dune walkover.
 - (b) Estuarine shorelines.

- (1) Applicability. The estuarine shoreline provisions of this section apply to all shorelines of subtidal habitats and adjacent tidal wetlands of brackish waterbodies. These estuarine systems include bays, sounds, lagoons, bayous, rivers mouths, saltwater marshes and canals.
- (2) Estuarine shoreline protection zone. An estuarine shoreline protection zone is established along the estuarine shorelines extending 15 feet landward of the mean high water line (MHWL).
- (3) Natural shoreline stabilization. The shorelines of estuarine systems shall be retained in their natural state to the extent possible. Because natural methods of shoreline protection (i.e. living shorelines) provide an opportunity for natural recovery, erosion prone areas shall be stabilized with appropriate native vegetation in accordance with accepted engineering and environmental practices and/or criteria set forth in 62-346.051(14), F.A.C. wherever practical.
- (4) Construction Setbacks. No new construction is allowed along an estuarine shoreline within the established shoreline protection zone, except the following:
- a. Structures. Walkways, boardwalks, gazebos, docks, piers, boathouses, seawalls, bulkheads, or other retaining walls, and structures necessary for permitted water dependent and water related uses may be permitted within the shoreline protection zone.
- b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any new significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:
- 1. Shoreline erosion statement. A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention of erosion and other adverse impacts to adjacent properties from the construction shall be provided.
- 2. Hold harmless agreement. An executed agreement, in a form approved by the County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

Section 5. 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 6. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. Effective Date.

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

DONE AND ENACTED this 1st day of February . 2018.

and legal sufficiency

STATES COUNTY COLUMN ATTEST: **PAM CHILDERS**

Clerk of the Circuit Court

Deputy Clerk

Bν Title

Date

ENACTED: February 1, 2018

FILED WITH THE DEPARTMENT OF STATE: February 6, 2018

EFFECTIVE DATE: February 6, 2018

Date Executed

21612018

This document approved as to form

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

GROWTH MANAGEMENT REPORT – Continued

11. **ACTION ITEMS**

1. Hold Harmless Agreement with Neil Blanchard



Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving a hold harmless agreement with Neil Blanchard, for construction of a seawall at 8581 Acapulco Camino, Parcel I.D. # 33-2S-31-2400-039-001; the agreement will serve to hold the County, its officers, and employees harmless from any damages to persons or property that may result from authorized construction.

* 2. Hold Harmless Agreement with Cynthia Shiver



Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving a hold harmless agreement with Cynthia Shiver, for construction of a seawall at 217 Thayer Avenue, Parcel I.D. # 51-2S-30-7061-110-019; the agreement will serve to hold the County, its officers, and employees harmless from any damages to persons or property that may result from authorized construction.

3. Final Plat of Ashland Heights Phase 1



Motion made by Commissioner May, seconded by Commissioner Underhill, and carried unanimously, dropping the recommendation that the Board take the following actions concerning recording of the Final Plat of Ashland Heights Phase 1 (a 32-lot single-family residential subdivision), located in the Pine Forest Community and lying west of Ashland Avenue, and south of Alternate U.S. Highway 90 (W. Nine Mile Road) and north of W. Detroit Boulevard, owned and developed by Ashland Avenue, LLC; prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7 of the Escambia County Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1) Florida Statutes:

- A. Approve the Final Plat for recording;
- B. Approve the street name "Mary Jo Way";

(Continued on Page 10)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14297 Public Hearings 10.

BCC Regular Meeting

Meeting Date: 06/21/2018

Issue: 5:31 p.m. Public Hearing to Consider an Ordinance Authorizing a

County-Wide Referendum to be Held November 6, 2018

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing to consider an Ordinance authorizing a County-wide referendum to be held November 6, 2018, Florida General Election Ballot to determine if the Superintendent of Schools of Escambia County, Florida, should be appointed by the School Board of Escambia County, Florida.

<u>Recommendation:</u> That the Board adopt an Ordinance authorizing a County-wide referendum to be held on the November 6, 2018, ballot concerning the appointment of Superintendent of Schools of Escambia County.

BACKGROUND:

On May 3, 2018 the Board authorized the scheduling of a public hearing at the request of Malcolm Thomas, Superintendent of Schools of Escambia County, Florida, that a referendum be placed before the voters on November 6, 2018, Florida General Election Ballot to determine if the Superintendent of Schools of Escambia County, Florida, should be appointed by the School Board of Escambia County, Florida.

The School Board approved a Resolution at the April 17, 2018, Regular School Board Meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The ordinance was drafted by County Attorney Alison Rogers with the requested ballot language from the Escambia County School Board and was advertised in the June 10th Sunday Edition of the <i>Pensacola News Journal</i> .
PERSONNEL: N/A
POLICY/REQUIREMENT FOR BOARD ACTION: N/A
IMPLEMENTATION/COORDINATION: N/A
Attachments

<u>Ordinance</u>

ORDINANCE 2018-

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, DIRECTING THE SUPERVISOR OF ELECTIONS TO PLACE THE ESCAMBIA COUNTY SCHOOL DISTRICT REFERENDUM QUESTION ON THE NOVEMBER 6, 2018 GENERAL ELECTION BALLOT; PROVIDING BALLOT LANGUAGE; REQUIRING ADVERTISEMENT OF THE REFERENDUM ELECTION IN ACCORDANCE WITH LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article IX, Section 5, Florida Constitution, provides that, when provided by resolution of a district school board and approved by vote of the electors, the district school superintendent in any school district shall be appointed as provided by general law; and

WHEREAS, Section 1001.461(1), Fla. Stat. (2017), provides that, to make the office of superintendent appointive, such proposition must be affirmed by a majority of the qualified electors voting in the election; and

WHEREAS, Section 1001.461(2), Fla. Stat. (2017), provides that the Board of County Commissioners, upon request from the School Board, shall cause the proposition to make the office of Superintendent appointive to be placed on the ballot at a general election or statewide primary or special election; and

WHEREAS, Section 101.161(1), Fla. Stat. (2017) provides the Board of County Commissioners may direct a referendum be placed on a ballot by enabling ordinance.

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

Section 1. Recitals. The aforementioned recitals are hereby incorporated into this ordinance as a statement of the legislative intent of the Board of County Commissioners in enacting this ordinance.

Section 2. School District Resolution. The School District of Escambia County has approved by Resolution a request pursuant to section 1001.461(2), Fla. Stat. (2017), that the Board of County Commissioners direct the Supervisor of Elections to place before the voters of Escambia County a proposition regarding whether the School District Superintendent should be an appointive position. A copy of this request is attached and incorporated with this Ordinance as Exhibit A.

Section 3. Holding Election. The Supervisor of Elections of Escambia County is hereby directed to hold a referendum election required by this Ordinance on November 6, 2018.

Section 4. Ballot Question. The Supervisor of Elections of Escambia County shall cause the following questions to be placed on the ballot of a special referendum election held as required by this Ordinance:

ESCAMBIA COUNTY SCHOOL DISTRICT REFERENDUM

SHALL THE SUPERINTENDI	ENT OF	SCHOOLS	OF	ESCAM	BIA
COUNTY, FLORIDA, BE APPO	NTED E	BY THE SCI	HOOL	BOARD	OF
ESCAMBIA COUNTY, FLORIDA	\?				
YE\$					
NO					

Section 5. Advertisement. The Board of County Commissioners shall ensure that notice of the referendum required by this Ordinance shall be advertised in accordance with the provisions of section 100.342, Fla. Stat. (2017), or other applicable law.

Section 10. 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 11. Effective Date. This ordinance shall become effective upon filing with the Department of State. DONE AND ENACTED this ____ day of _____, 2018. **BOARD OF COUNTY COMMISSIONERS** ESCAMBIA COUNTY, FLORIDA BY:____ Jeff Bergosh, Chairman ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT By:_ Approved as to form and legal Deputy Clerk (SEAL) ENACTED: FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

75 NORTH PACE BOULEVARD, PENSACOLA, FL 32505 PHONE 850/432-6121, FAX 850/469-6379 www.escambia.k12.fl.us MALCOLM THOMAS, SUPERINTENDENT

April 18, 2018

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

Dear Mr. Brown:

Please accept this letter as a request to place an item on the Board of County Commissioners' Regular meeting agenda. Please consider this a request to place before voters on the November 6, 2018 general election the attached referendum regarding the appointment of Superintendent of Schools of Escambia County.

The School Board approved the attached Resolution at the April 17, 2018 Regular School Board meeting. Should you require additional information please do not hesitate to contact my office. Your assistance with this matter is greatly appreciated.

Sincerely,

Malcolm Thomas

Halcon Thomas

MT/dh

c: Norm Ross, Deputy Superintendent School Board Members Donna Waters, General Counsel



RESOLUTION OF THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

WHEREAS, Article IX, Section 5, Florida Constitution, provides that, when provided by resolution of a district school board and approved by vote of the electors, the district school superintendent in any school district shall be employed as provided by general law; and

WHEREAS, Section 1001.461(1), Florida Statutes (2017), provides that, to make the office of superintendent appointive, such proposition must be affirmed by a majority of the qualified electors voting in the election; and

WHEREAS, Section 1001.461(2), Florida Statutes (2017), provides that the Board of County Commissioners, upon request from the School Board, must cause the proposition to make the office of Superintendent appointive to be placed on the ballot at a general election or statewide primary or special election;

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

The Board of County Commissioners of Escambia County, Florida, is hereby requested to place on the ballot for the Florida general election, held in November, 2018. the following proposition:

ESCAMBIA COUNTY SCHOOL DISTRICT REFERENDUM

Shall the Superintendent of Schools of Escambia County, Florida, be appointed by the School Board of Escambia County, Florida?

_____Yes

DULY PASSED AND APPROVED by the School Board of Escambia County, Florida,

in official session on this 11th day of April, 2018.

ATTEST:

APPROVED FOR LEGAL CONTENT

FOR Afri 8018 AGENDA

GENERAL COUNSEL ESCAMBIA COUNTY SCHOOL BOARD

APPROVED ESCAMBIA COUNTY SCHOOL BOARD

APR 1 7 2018

MALCOLM THOMAS, SUPERINTENDENT **VERIFIED BY RECORDING SECRETARY**

SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA NOTICE OF REFERENDUM

The School Board of Escambia County, Florida, has approved the following Referendum question to be placed on the ballot for the November 6, 2018 General Election:

APPOINTMENT OF SUPERINTENDENT OF SCHOOLS

	ALL CHAINERS OF SOFERNATER DEAD OF SCHOOLS
	the Superintendent of Schools of Escambia County, Florida, be appointed by the School Board on bia County, Florida?
	(VOTE FOR ONE)
YES	
NO	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14274 Public Hearings 11.

BCC Regular Meeting

Meeting Date: 06/21/2018

Issue: 5:32 p.m. Public Hearing - Vacate a Portion of Unimproved

Right-of-Way Known as Grotto Avenue

From: Joy Jones, Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue, as petitioned by George D. Powers.

<u>Recommendation:</u> That the Board take the following action regarding a Petition to Vacate a Portion of unimproved right-of-way known as Grotto Avenue:

A. Approve or deny the Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;

- B. Accept the Hold Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

BACKGROUND:

Grotto Avenue (formerly Oak Avenue) intersects with Innerarity Point Road and is located in the Oak Court Addition Subdivision, as recorded in Plat Book 1, Page 8. Grotto Avenue, south of Innerarity Point Road, is not maintained by Escambia County.

The petitioner, Mr. George Powers, is requesting the county to Vacate a portion of

unimproved right-of-way known as Grotto Avenue, an area approximately 50' x 130', located west of the property that Mr. Powers currently owns.

No one will be denied access to his or her property as a result of this Vacation.

There is a parcel of land located south of the petition area which is currently owned by the property owner on the west side of the petition area. There is currently no direct water access.

Notifications were sent to the surrounding property owners within a 500' radius of the petition area.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed, and it will be the responsibility of the Petitioner to have the documents recorded in the public record and to advertise the required public notifications.

Attachments

Hold Harmless - Grotto Ave
Resolution - Grotto Ave
Notice of Adoption - Grotto Ave
Certification of Property Owners - Grotto Ave

Aerial Map - Grotto Vacation

BCC Action 4-5-18 - Postpone

BCC Action 5-3-2018 Continuation

BCC Action 5-17-2018 Continuation

HOLD/HARMLESS AGREEMENT

WHEREAS, George Powers, hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

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

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

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

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

Executed in the presence of:	
9 in Carel	M-P7_5
Witness	Petitioner
Erin Carty	George Duttin Powers
Print or type name	Print or type name(s)
Laina 9)	
Witness	Date: 4/17/2018
Laura Griffin	
Print or type name	
CTATE OF ELOPIDA	
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
The foregoing instrument was acknow	rledged before me this 17 th day of
April 2018 by Georg	le Dustin Powers
	le/She is () personally known to me, (—)
	driver's license as identification,
and/or () produced current	
	as identification.
	Jaylor Darler
	Notary Public
TAYLOR BARBER MY COMMISSION # GG 128828	Taylor Barber
EXPIRES: July 27, 2021	Print or type name
Bonded Thru Notary Public Underwriters	CommissionExpires: July 27, 2021
	Commission Number: #GG128828

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

		By	
		Jeff Bergosh, Chairman	
ATTEST:	PAM CHILDERS		
	CLERK OF THE CIRCUIT COURT		
Ву			
	Deputy Clerk		
Approved b	y the B.C.C. on:		

RESOLUTION	NUMBER I	R	_

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

	WHEREAS,	George Powers
		is Board to vacate, abandon, and close the following public rights-of-
way, a	alleyway, or o	ther lands and to renounce and disclaim the right of Escambia
Count	y, Florida and	d of the public, and;

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

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

WHEREAS, Petitioner(s), George Powers			
has caused to be published on April 18th	_, A.D.,	20_18	notice in a
newspaper of general circulation in Escambia County, Florid	a, of the	filing of	said
petition and that a public hearing thereon would be held at 5:3	11 pm	on May 3	, 2018
in the Board meeting room, E	scambia	County	
Governmental Complex, Pensacola, Florida; and			

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

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

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

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

		ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS
		By
ATTEST:	PAM CHILDERS CLERK OF THE CIRCUIT O	COURT
By Depu	ty Clerk	
Adopted:		

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

NOTICE IS HEREBY GIVEN th	nat on May 3rd tions 336.09 and 336.10, Florida Statutes and
Vacation Policy - Section III(A) of the the Board of County Commissioners of	Board of County Commissioners Policy Manual, of Escambia County, Florida, adopted a resolution
or other land in Escambia County, Flo	of that certain public road rights-of-way, alleyway, rida, described as follows:
DESCRIPTION: (AS PREPARED BY FABRE	E ENGINEERING & SURVEYING)
10, OAK COURT ADDITION, AS RECORDE	DRMERLY OAK AVENUE), (50' R/W), LYING WEST OF LOT ED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF DRE PARTICULARLY DESCRIBED AS FOLLOWS:
SOUTH RIGHT-OF-WAY LINE OF SOUTH I SAID GROTTO AVENUE; THENCE GO SO THE WEST LINE OF SAID LOT 10 AND TH DISTANCE OF 130.00 FEET TO THE SOUT SAID WEST LINE OF LOT 10 AND EAST R 08 SECONDS WEST A DISTANCE OF 50.3 POINT BEING ON THE WEST RIGHT-OF-W 05 DEGREES 57 MINUTES 17 SECONDS N RIGHT-OF-WAY LINE A DISTANCE OF 130 THENCE DEPARTING SAID EAST LINE AN	F SAID LOT 10, ALSO BEING THE INTERSECTION OF THE LANE (30' R/W) AND THE EAST RIGHT-OF-WAY LINE OF UTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG E EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A THWEST CORNER OF SAID LOT 10; THENCE DEPARTING IGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 4 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH WEST ALONG SAID EAST LINE OF LOT 11 AND WEST 0.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; ID WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 E OF 50.34 FEET TO THE POINT OF BEGINNING.
	ND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, LORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.
and surrendered, renounced and discithe public in and to the aforesaid prop	laimed any right of Escambia County, Florida and erty.
Dated thisday of	, A.D., 20
	Board of County Commissioners

Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS WITHIN $\underline{^{500}}$ FEET

The undersigned petitioner(s), does hereby certify that the individuals whose names				
and addresses are attached, represent all of those individuals owning property which				
lies within 500 feet of the public road rights-of-way, alleyway, or other land which is				
subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-				
Way, Alleyway or Other Lands, dated April 17, 2018				
Datitionar(a)				
Petitioner(s)				
STATE OF FLORIDA				
COUNTY OF ESCAMBIA				
Pefere me, the undereigned authority, personally appeared				
Before me, the undersigned authority, personally appeared				
George Dustin Dowers who personally known				
to me or who have/has produced Florida Drivers License				
as identification and who is/are known to me to be the individual(s) described in and				
who acknowledged that $\underline{h\ell}$ executed the foregoing Certification for the uses and				
purposes described herein.				
. 14-				
WITNESS my hand and official seal this <u>NTC</u> day of <u>April</u> ,				
A.D., 20/8.				
fallet Jarle				
Notery Public Taylor Barber				
Taylor Barber				
Print or type name				
Commission Number:# GG 128828				
Commission Expires: July 27,2021				
TAYLOR BARBER				

EXPIRES: July 27, 2021 Bonded Thru Notary Public Underwriters				
The contract of the contract o				

Kevin Pacuk 3240 Route 51 Hannacroix, NY 12087

Rosemary Mead 5225 Chestwick Place Cumming, GA 30040

Wayne Adcock 2899 North 12th Avenue. Pensacola, FL 32503

Richard Honkanen 5717 North Regency Court Mobile, AL 36609

Steven Fischbach 1382 East Retstil Road Port Orchard, WA 98366

Martha Shaw 14665 Innerarity Point Rd. Pensacola, FL 32507

Hastel Kennedy PO Box 561 Picayune, MS 39466

Douglas Howie 14645 Innerarity Point Rd. Pensacola, FL 32507

John Thorsen 631 West Avery Street Pensacola, FL 32501

Fred Smith 1124 North 31st Street Renton, WA 98056

Robert Berglin 16454 County Road 3 Fairhope, AL 36532

Cynthia Ramsey 5873 Grotto Ave. Pensacola, FL 32507

Carrie Griffith 5870 Grotto Ave. Pensacola, FL 32507

Jonathan Bell PSC 3 Box 1293 APO, AP 96266

Bartholomew Connolly 2106 Opal Ridge Vista, CA 92038

Timothy McAndrews 1704 Pratt Highway Birmingham, AL 35214

Mark McMann 5902 Grotto Ave. #1 Pensacola, FL 32507

Terry Brooks 8709 Rush Lane Pensacola, FL 32526

Ronald Morris 28240 Jake Frank Lane Elberta, AL 36530

Michael Yonke 14420 River Road Pensacola, FL 32507

Raymond Smith 5908 Grotto Ave. Pensacola, FL 32507

Lynn Woodriff 14705 Innerarity Point Rd. Pensacola, FL 32507

Paul Wei 500 Gulf Shore Drive #122 Destin, FL 32541

Elemer Brestan 14685 Innerarity Point Rd. Pensacola, FL 32507

Jane Busey 5570 Hibiscus Road Pensacola, FL 32504

Richard Mead 5921 Grotto Ave. Pensacola, FL 32507

Kishor Patel 14710 Innerarity Point Road Pensacola, FL 32507

Larry Davis 30 Grand Bayou Circle Hattisburg, MS 39402

Emily McGiboney 2612 Sherman Avenue Pensacola, FL 32507

Matthew Gatson PO Box 354 Chillicothe, MO 64601

Brian Gatson 812 Clay Street Chillicothe, MO 64601

Debra Lagos 63 Smiley Loop Road Riceboro, GA 31323

Arthur Behnke 531 Stonymeade Drive Winchester, VA 22602

Ralph Blackburn 5861 Grotto Avenue Pensacola, FL 32507

Thomas Roberts 14694 Innerarity Point Road Pensacola, FL 32507

Jamie Coats 7214 Brinkley Street Navarre, FL 32566

Michael Butera 1610 Lago Vista Drive Pearland, TX 77581

FLP TEN Welch 1220 L ST NW STE 100 #560 Washington, DC 20005

Exhibit "A" REQUEST TO VACATE UNIMPROVED RIGHT-OF-WAY KNOWN AS GROTTO AVENUE Petitioner: GEORGE POWERS





ESCAMBIA COUNTY **ENGINEERING DIVISION**

KPJ 11/17/17 DISTRICT 2



Petitioner's Property



Vacation Area



Mead Property (2 parcels)

RESUME OF THE REGULAR MEETING – CONTINUED

REGULAR BCC AGENDA - Continued

- 8. <u>Recommendation:</u> That the Board, at the 5:32 p.m. Public Hearing, take the following action regarding a Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue:
 - A. Approve or deny the vacation of a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;
 - B. Accept the Hold Harmless Agreement;
 - C. Adopt the Resolution to Vacate; and
 - D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Approved 5-0 to reschedule to May 3, 2018, at 5:31 p.m.

Speaker(s):

Mark McMann Michelle McAndrews Terry Brooks Corcoran William Yonke

 Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt an Ordinance [Number 2018-11] creating Sections 86-131 through 86-160 of Chapter 86, Article IV, Division 3, of the Escambia County Code of Ordinances, to implement new legislation governing placement of small wireless facilities in County rights-of-way.

Approved 5-0

Speaker(s) - None

RESUME OF THE REGULAR BCC MEETING - Continued

REGULAR BCC AGENDA - Continued

- 10. <u>Recommendation:</u> That the Board, at the 5:31 p.m. Public Hearing, take the following action regarding a Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue:
 - A. Approve or deny the vacation of a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;
 - B. Accept the Hold Harmless Agreement;
 - C. Adopt the Resolution to Vacate; and
 - D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Approved 4-0, with Commissioner May temporarily out of Board Chambers, to continue the Public Hearing on May 17, 2018, at 5:36 p.m.

Speaker(s):

Michelle McAndrews Terry Brooks Corcoran Tia Morris William Yonke Mark McMann

RESUME OF THE REGULAR BCC MEETING - Continued

REGULAR BCC AGENDA – Continued

- 13. <u>Recommendation:</u> That the Board, at the 5:36 p.m. Public Hearing, take the following action regarding a Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue:
 - A. Approve or deny the Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;
 - B. Accept the Hold Harmless Agreement;
 - C. Adopt the Resolution to Vacate; and
 - D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Approved 5-0 to continue the Hearing to June 21, 2018, at 5:32 p.m.

Speaker(s) - None.

<u>CLERK & COMPTROLLER'S REPORT</u> – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. CONSENT AGENDA

- 1. <u>Recommendation:</u> 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 Health Facilities Authority Pensacola, Florida Financial Statements September 30, 2017 and 2016, as provided by Paula G. Drummond, Administrator/General Counsel, Escambia County Health Facilities Authority;
 - B. The Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County for Contract Number 16NF-00-01-27-01-453, Project Number 4177-09-R, based on the Board's action of June 16, 2016, authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

(Continued on Page 8)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14283 Public Hearings 12.

BCC Regular Meeting

Meeting Date: 06/21/2018

Issue: 5:33 p.m. Public Hearing Concerning the Proposed Grant

Application for Federal Transit Administration (FTA) 5307

Funding for Operating and Capital

From: Mike Crittenden, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of the Fiscal Year 2018 Proposed Grant Application for Mass Transit Projects.

<u>Recommendation:</u> That the Board take the following action concerning the Fiscal Year 2018 Grant Application for Federal Transit Administration (FTA) Section 5307 Funds for operating and capital expenses:

A. Rescind the Board's prior action of April 17, 2018, approving a Grant Application for Federal Assistance for Operating and Capital expenses in the amount of \$1,618,179;

- B. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department for Fiscal Year 2018 Federal Assistance for Operating and Capital expenses in the amount of \$3,530,753;
- C. After receiving comments at the Public Hearing, approve, or amend and approve, the Grant Application for Fiscal Year 2018 Federal Assistance for Operating and Capital expenses in the amount of \$3,530,753;
- D. Affirm adoption of Resolution R2018-36 authorizing the Chairman and or County Administrator to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and
- E. Authorize the Mass Transit Department Director to file the Grant Application via

the Federal Transportation Award Management System (TrAMS).

[Budgetary Impact - The Grant Application is for a total of \$3,530,753. Operating Assistance of \$2,500,000 requires a local 50% match of \$2,500,000. Operating assistance will be reimbursed at 50% up to the allowed maximum of \$2,500,000. The local match is included in the Fiscal Year 2018 Budget. Preventive maintenance, ADA Paratransit Service, and Baldwin County funds require a 20% local match of \$257,688, which will be covered by Florida Toll Revenue Credits]

BACKGROUND:

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

The FTA publishes apportionments; Escambia County's apportionment for Section 5307 for FY 2018 is \$3,530,753. The Mass Transit Department recommends that Escambia County apply for these apportionments by approving this application for the below Program of Projects.

In April 2018 the Mass Transit department bought to the board, an application for 6/12th's of the FY18 funding. Since that time, the FTA have released 100% of the funding - this amended application reflects the increase to 100%.

PROGRAM OF PROJECTS

The Project budget was developed with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The Budget for this Grant Application is as follows:

Items	Project Cost
Preventive Maintenance	\$578,414
ADA Paratransit Service	\$353,075
Operating Assistance	\$2,500,000
Safety and Security	\$35,310
Baldwin County - Bus Shelters	\$63,954
Total Budget	3,530,753

BUDGETARY IMPACT:

The Grant Application is for a total of \$3,530,753. Operating Assistance of \$2,500,000 requires a local 50% match of \$2,500,000. Operating assistance will be reimbursed at 50% up to the allowed maximum of \$2,500,000. The local match is included in the Fiscal Year 2018 Budget. Preventive maintenance, ADA Paratransit Service, and Baldwin County funds require a 20% local match of \$257,688, which will be covered by Florida Toll Revenue Credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mobility Element.

IMPLEMENTATION/COORDINATION:

Mass Transit personnel will electronically file all required documentation; and will coordinate with the FTA and FDOT for all necessary funding activities covered by this Grant Application.

Attachments

Amended Application
Resolution 2018.36
April 17, 2018, BCC Meeting Minutes Page

DOT FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	1092-2018-1
Temporary Application Number	1092-2018-1
Application Name	FFY18 Urbanized Area 5307
Application Status	Transmitted / Ready for FTA Review
Application Budget Number	0

Part 1: Recipient Information

Name: County Of Escambia					
Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS		
1092	County Agency	ESCAMBIA CO BD OF COMMISSIONERS	075079673		

Location Type	Address	City	State	Zip
Headquarters	221 PALAFOX PL STE 140	PENSACOLA	FL	325025833
Physical Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502

Union Information

Union Name	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1	3300 North Pace Boulevard
Address 2	Suite 326
City	Pensacola
State	Florida
Zipcode	32505
Contact Name	Mike Lowery
Telephone	8503414068
Fax	8504330596
E-mail	atu1395@aol.com

Part 2: Application Information

Title: FFY18 Urbanized Area 5307

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1092- 2018-1	Transmitted / Ready for FTA Review	Grant	1/22/2018	1/22/2018	No

Application Start Date

The start date will be set to the date of the award

Application End Date

9/30/2018

Application Executive Summary

The total request for FTA funds is \$3,530,753. Grant activities are anticipated to begin on October 1, 2017 and conclude on September 30, 2018.

Indirect costs will NOT be applied to this application and its scope of work

Escambia County is the Designated Recipient for 5307 Funding for the UZA

This application does NOT include funds for research and/or development activities

A local match for Capital assistance will be matched at 20% with the use of Toll Credits in the amount of \$257,688

A local match for Operating assistance will be matched at 50% with the use of Gas Tax Revenue in the amount of \$2,500,000

Frequency of Milestone Progress Reports (MPR)

No Selection Made

Frequency of Federal Financial Reports (FFR)

No Selection Made

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No Selection Made

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	charles.chiu@dot.gov	General Engineer		
Colette	Wiedeman	Grant Manager	cjwiedeman@co.escambia.fl.us	850-595-3224
	robert.sachnin@dot.gov	Community Planner		

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,530,753
Local			\$2,500,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$257,688
Total Eligible Cost			\$6,030,753

Application Budget

Project Number		Budget Item	FT	A Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092- 2018-1- P1	113- 00 (113-)	BUS - STATION/STOPS/TERMIN	IALS	\$63,954.00	\$0.00	\$63,954.00	2
1092- 2018-1- P1		ACQUIRE 11.32.10 PASSENG SHELTER	ER	\$63,954.00	\$0.00	\$63,954.00	2
1092- 2018-1- P1	117- 00 (117-)	OTHER CAPITAL ITEMS (BUS) \$	931,489.00	\$0.00	\$931,489.00	2
1092- 2018-1- P1		11.7A.00 PREVENT MAINTEN		578,414.00	\$0.00	\$578,414.00	1

1092- 2018-1- P1		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$353,075.00	\$0.00	\$353,075.00	1
1092- 2018-1- P1	300- 00 (300-)	OPERATING A	SSISTANCE	\$2,500,000.00	\$2,500,000.00	\$5,000,000.00	1
1092- 2018-1- P1		30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	\$2,500,000.00	\$2,500,000.00	\$5,000,000.00	1
1092- 2018-1- P1	571- 00 (571-)	SAFETY		\$35,310.00	\$0.00	\$35,310.00	1
1092- 2018-1- P1		57.10.02	ADMINISTRATIVE EXPENSES	\$35,310.00	\$0.00	\$35,310.00	1

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

Part 3: Project Information

Project Title: FY18 Capital and Operating Assistance							
Project Number	Project Number Temporary Project Number Date Created Start Date End Date						
1092-2018-1-P1	1092-2018-1-P1	3/19/2018	10/1/2017	12/29/2018			

Project Description

Escambia County requests funds from FY18 Section 5307 funds in the amount of \$1,618,179

Project Benefits

Benefits of this project funding will allow for Escambia County to continue providing Mass Transit service.

Additional Information

None provided.

Location Description

Escambia County is the direct recipient for 5307 funds in the Pensacola, FL-AL UZA

Security

Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Jeff Miller

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,530,753
Local			\$2,500,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$257,688
Total Eligible Cost			\$6,030,753

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092- 2018-1- P1	113- 00 (113-)	BUS - STATION/STOPS/TERMINALS	\$63,954.00	\$0.00	\$63,954.00	2
1092- 2018-1- P1		ACQUIRE - BUS 11.32.10 PASSENGER SHELTERS	\$63,954.00	\$0.00	\$63,954.00	2
1092- 2018-1- P1	117- 00 (117-)	OTHER CAPITAL ITEMS (BUS)	\$931,489.00	\$0.00	\$931,489.00	2
1092- 2018-1- P1		11.7A.00 PREVENTIVE MAINTENANCE	\$578,414.00	\$0.00	\$578,414.00	1

1092- 2018-1- P1		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$353,075.00	\$0.00	\$353,075.00	1
1092- 2018-1- P1	300- 00 (300-)	OPERATING A	SSISTANCE	\$2,500,000.00	\$2,500,000.00	\$5,000,000.00	1
1092- 2018-1- P1		30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	\$2,500,000.00	\$2,500,000.00	\$5,000,000.00	1
1092- 2018-1- P1	571- 00 (571-)	SAFETY		\$35,310.00	\$0.00	\$35,310.00	1
1092- 2018-1- P1		57.10.02	ADMINISTRATIVE EXPENSES	\$35,310.00	\$0.00	\$35,310.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 57.10.02 - ADMINISTRATIVE EXPENSES						
Scope Name / Code Line Item # Custom Item Name Activity Quantity						
SAFETY (571-00)	57.10.02	ADMINISTRATIVE EXPENSES	SAFETY	1		

Extended Budget Description

Escambia County would like to use these funds to cover wages and other administrative expenses for the Safety and Security department, to include New driver training materials. No one item will exceed \$5,000.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$35,310
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$8,827
Total Eligible Cost			\$35,310

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2017	
End Date	9/30/2018	

Budget Activity Line Item: 11.32.10 - ACQUIRE - BUS PASSENGER SHELTERS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.10	ACQUIRE - BUS PASSENGER SHELTERS	ACQUISITION - BUS STATIONS/TERMINALS	2

Extended Budget Description

Baldwin County, Alabama would like to use these funds to purchase 2 bus shelters. These shelters will have a useful life of 8 years.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$63,954
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$15,989
Total Eligible Cost			\$63,954

Milestone Name	Est. Completion Date	Description
Issue RFP	6/29/2018	
Award Contract	8/3/2018	
Project Completion	12/29/2018	

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

Escambia County would like to use these funds toward funding their Non Fixed Route ADA Service

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$353,075
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$88,268
Total Eligible Cost			\$353,075

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2017	
End Date	9/30/2018	

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

Escambia County requests these funds for Preventive Maintenance Costs (Labor and Parts) for maintaining fixed route fleet vehicles. Funding will be used to cover expenses incurred October 1, 2017 - September 30, 2018. No item will exceed \$5,000.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$578,414
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$144,604
Total Eligible Cost			\$578,414

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2017	
End Date	9/30/2018	

Budget Activity Line Item: 30.09.03 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	OPERATING ASSISTANCE	1

Extended Budget Description

Escambia County would like to use these funds for Operating Expenses for the Period October 1, 2017 - September 30, 2018

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,500,000
Local			\$2,500,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$5,000,000

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2017	
End Date	9/30/2018	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300- 30.09.03 00)	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	1	\$2,500,000.00	\$5,000,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	1	\$578,414.00	\$578,414.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the

facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117- 00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$353,075.00	\$353,075.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.10	ACQUIRE - BUS PASSENGER SHELTERS	2	\$63,954.00	\$63,954.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program

guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
SAFETY (571- 00)	57.10.02	ADMINISTRATIVE EXPENSES	1	\$35,310.00	\$35,310.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-24, October 1, 2017)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(24), October 1, 2017, http://www.transit.dot.gov,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: County Of Escambia

Recipient ID: 1092

DUNS No: 075079673

Application Information

Federal Award Identification Number: 1092-2018-1

Application Name: FFY18 Urbanized Area 5307

Application Start Date: The start date will be set to the date of the award

Application End Date: 9/30/2018

Application Executive Summary: The total request for FTA funds is \$3,530,753. Grant activities are anticipated to begin on October 1, 2017 and conclude on September 30, 2018. Indirect costs will NOT be applied to this application and its scope of work Escambia County is the Designated Recipient for 5307 Funding for the UZA This application does NOT include funds for research and/or development activities A local match for Capital assistance will be matched at 20% with the use of Toll Credits in the amount of \$257,688

A local match for Operating assistance will be matched at 50% with the use of Gas Tax Revenue in the amount of \$2,500,000

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

<u>Suballocation Funds:</u> Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: \$6,030,753.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$3,530,753.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$2,500,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$3,530,753.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,530,753
Local			\$2,500,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$257,688
Total Eligible Cost			\$6,030,753

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION U.S. DEPARTMENT OF TRANSPORTATION Contact Info: Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or

the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

County Of Escambia

Escambia County Clerk's Original

4/17/2018 5:32pm. PH

RESOLUTION R2018-36

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 49 U.S.C. §5307, the Secretary of Transportation of the U.S. Department of Transportation ("USDOT") is authorized to make urbanized area formula grants for capital projects, planning, job access and reverse commute projects, and operating costs of equipment and facilities for use in public transportation in an urbanized area with fewer than 200,000 individuals; and

WHEREAS, the recipient of an urbanized area formula grant from the USDOT shall be required to provide additional funds as the local matching share of net project costs; and

WHEREAS, the recipient of federal financial assistance from the USDOT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination; and

WHEREAS, the recipient of such assistance shall also make a good faith effort to utilize minority business enterprises to the fullest extent possible in connection with grant funded projects and definite procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultants and other services; and

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

Section 1. That the above stated recitals are true and correct and incorporated herein by reference.

Section 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file a grant application on behalf of Escambia County with the USDOT for aid in financing the planning and capital assistance program of projects and budget (FY18) pursuant to 49 U.S.C. §5307.

Section 3. That the County Administrator is authorized to execute and file with the grant application an assurance or any other document required by the USDOT effectuating the purpose of Title VI of the Civil Rights Act of 1964 and 49 U.S.C. §5332 relating to nondiscrimination.

Section 4. That the Mass Transit Director is authorized to file the grant application and any other documents required by the USDOT for the administration of this program of projects and budget (FY18) on behalf of Escambia County utilizing the Federal Transportation Award Management System (TrAMS).

Section 5. That the County Administrator is authorized to furnish such additional information as the USDOT may require in connection with the grant application for the planning and capital assistance program of projects and budget (FY18) on behalf of Escambia County.

Section 6. That the County Administrator is authorized to set forth and execute affirmative minority business enterprise policies in connection with the planning and capital assistance program of projects and budget (FY18) on behalf of Escambia County.

Section 7. That the Chairman of the Escambia County Board of County Commissioners is authorized to execute a grant agreement for aid in financing the planning and capital assistance program of projects and budget (FY18) on behalf of Escambia County.

Section 8. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS 174 DAY OF Agril, 2018.

Ma-Bulsee

Date Executed

4/17/2018

BOARD OF COUNT

ATTEST: Pam Childers

CAMBIA CO

Clerk of the Circuit Court

BCC Approved: <u>04-17-20/8</u>

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title
Date:

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

REGULAR BCC AGENDA - Continued

11.5:32 p.m. Public Hearing

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Fiscal Year 2018 Grant Application for Federal Transit Administration (FTA) Section 5307 Funds for operating and capital expenses (Budgetary Impact: the Grant Application is for a total of \$1,618,179; operating assistance of \$800,000 requires a local 50% match of \$800,000; operating assistance will be reimbursed at 50% up to the allowed maximum of \$800,000; the local match is included in the Fiscal Year 2018 Budget; preventive maintenance, ADA Paratransit Service, and Baldwin County funds require a 20% local match of \$204,545, which will be covered by Florida Toll Revenue Credits):

- A. Conducting the Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department for \$1,618,179 in Federal Assistance for Operating and Capital expenses;
- B. Approving the Grant Application after receiving comments at the Public Hearing;
- C. Adopting the Resolution [R2018-36] authorizing the Chairman and/or County Administrator to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and
- D. Authorizing the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

Speaker(s) - None.

Al-14315 Clerk & Comptroller's Report 13. 1.

BCC Regular Meeting Consent

Meeting Date: 06/21/2018

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 June 7, 2018; and

B. Approve the Minutes of the Regular Board Meeting held June 7, 2018.

Attachments

20180607 Agenda Work Session 20180607 Regular BCC Meeting Minutes

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD JUNE 7, 2018

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

(9:00 a.m. – 10:14 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1

Commissioner Lumon J. May, Vice Chairman, District 3

Commissioner Steven L. Barry, District 5

Commissioner Grover C. Robinson IV, District 4

Commissioner Douglas B. Underhill, District 2

Jack R. Brown, County Administrator

Alison Rogers, County Attorney

Codey Leigh, Director of Court Services, Clerk and Comptroller's Office

Susan Woolf, General Counsel, Clerk and Comptroller's Office

DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office

Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

- 1. <u>FOR INFORMATION:</u> The agenda for the June 7, 2018, Regular Board Meeting was reviewed as follows:
 - A. Chairman Bergosh and Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;
 - B. Codey Leigh, Director of Court Services, 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. Alison Rogers, County Attorney, reviewed the County Attorney's Report; and
 - F. Commissioner Barry reviewed his add-on item.

MINUTES OF THE PUBLIC FORUM WORK SESSION AND REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS

HELD JUNE 7, 2018

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

(4:32 p.m. - 10:17 p.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1

Commissioner Lumon J. May, Vice Chairman, District 3

Commissioner Steven L. Barry, District 5

Commissioner Grover C. Robinson IV, District 4 Commissioner Douglas B. Underhill, District 2

Jack R. Brown, County Administrator

Alison Rogers, County Attorney

Susan Woolf, General Counsel, Clerk and Comptroller's Office

(Regular Board Meeting Only)

DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office

Codey Leigh, Director of Court Services, Clerk and Comptroller's Office

(Regular Board Meeting Only)

Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

PUBLIC FORUM WORK SESSION

Chairman Bergosh called the Public Forum Work Session to order at 4:32 p.m.

- FOR INFORMATION: The Board heard comments from Frances Walsh regarding her support of the Escambia County Community Redevelopment Agency and her desire for the program to be continued.
- FOR INFORMATION: The Board heard comments from James Welcome regarding property at 503 Godwin Street and Board action taken at the May 3, 2018, Regular Meeting.
- 3. <u>FOR INFORMATION:</u> The Board heard comments from the following individuals concerning the privatization of Pensacola Beach and the request for this topic to be put on the Board's agenda:

Nancy Hagman Karen Groves Lorrie Newman Dianne Krumel

4. <u>FOR INFORMATION:</u> The Board heard comments from Jean Esty regarding the vacation of Kersey Road and a survey done of her property.

PUBLIC FORUM WORK SESSION – Continued

- 5. <u>FOR INFORMATION:</u> The Board heard comments from Lilly Eubanks concerning the privatization of Pensacola Beach and the protection of sea turtle nesting grounds.
- 6. <u>FOR INFORMATION:</u> The Board heard comments from Michael Bearden regarding shipping containers and County Code relating to them.
- 7. <u>FOR INFORMATION:</u> The Board heard comments from Theresa Blackwell concerning shipping containers, OLF8, and her ideas for the future of Beulah and OLF8.
- 8. <u>FOR INFORMATION:</u> The Board heard comments from Dorrian Vance regarding OLF8, the proposed Committee for Beulah, and her request for a town hall meeting concerning the future plan for Beulah.

5:47 P.M. – PUBLIC FORUM ADJOURNED 6:04 P.M. – REGULAR BOARD MEETING CONVENED

REGULAR BCC AGENDA

1. Call to Order

Chairman Bergosh called the Regular Meeting of the Board of County Commissioners to order at 6:04 p.m.

2. Invocation

Pastor Lonnie Wesley of Greater Little Rock Baptist Church delivered the invocation.

3. Pledge of Allegiance to the Flag

Commissioner Underhill led the Pledge of Allegiance to the Flag.

4. Adoption of the Agenda

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, adopting the agenda as prepared and duly amended.

5. Commissioner's Forum:

- A. District 2 Commissioner Underhill expressed his thanks to his peers for their support of military issues that come before the Board and welcomed a Coastguard Cutter and her crew to the area;
- B. District 4 Commissioner Robinson expressed congratulations to Commissioner Underhill on his support of the General "Chappie" James Jr. Museum and Flight Academy and mentioned the event celebrating the opening;
- C. District 5 Commissioner Barry sent his congratulations to the Pace High School baseball team and his friend, Coach Jason McBride, on their performance in the State Championships;
- D. District 3 Commissioner May expressed his thanks to Commissioner Underhill on his support of the General "Chappie" James Jr. Museum and Flight Academy, sent condolences to the families of Raymond Reese and Corey Cohen, and thanked County Administrator Brown and staff for their work on getting an item on the agenda for lighting on Cervantes Street; and
- E. District 1 Commissioner Bergosh praised County staff on their handling of events for the Fiesta of Five Flags.

6. Proclamations

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, adopting the following Proclamations:

- A. The Proclamation commending and congratulating Janice Floyd, a Human Resources Supervisor for Employment in the Human Resources Department, on her selection as "Employee of the Month" for June 2018;
- B. The Proclamation commending and congratulating Evelyn Meador on her retirement and outstanding record of service, and expressing its appreciation for her 30 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida;
- C. The Proclamation welcoming Benjamin Crump to Pensacola, commending and congratulating him on his many accomplishments, and wishing him success in his future endeavors; and

(Continued on Page 4)

6. Continued...

D. The Proclamation proclaiming June 21, 2018, as "National Dump the Pump Day" in Escambia County, Florida, and joining with Escambia County Area Transit and public transportation agencies across the country to participate in the 13th Annual National Dump the Pump Day to encourage people to ride public transportation on June 21, 2018.

CHAIRMAN BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER MAY

7. Written Communication

Motion made by Commissioner Bergosh, seconded by Commissioner Underhill, and carried unanimously, tabling the issue for two weeks to let Mrs. Ogden pursue due process with the Board of Adjustment, relative to the May 18, 2018, communication from Fran Ogden regarding issues surrounding building permits granted for 5312 Pale Moon Drive.

Speaker(s):

Jerry Christine Mark Schwan W.R. Allyn Bill Foley Betty Williams Fran Ogden

COMMISSIONER MAY RELINQUISHED THE CHAIR TO CHAIRMAN BERGOSH

8. Proof of Publication

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, waiving the reading of the legal advertisement(s) and accepting, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, County Attorney Report Item I-1, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule:

A. The following six Public Hearings on the agenda [the 5:48 p.m. Public Hearing was not advertised]:

(Continued on Page 5)

8. Continued...

A. Continued...

- (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on May 17, 2018, for consideration of the vacation of the eastern portion of Kersey, on the Board's own motion;
- (2) The 5:32-A p.m. and 5:32-B p.m. Public Hearings, advertised in the Escambia Sun Press on May 24, 2018, for consideration of the vacation of a portion of "X" Street and a portion of West Strong Street, respectively, as petitioned by Brownsville Assembly of God;
- (3) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 13, 2018, for consideration of adopting an Ordinance Amending the Official Zoning Map to include Rezoning Cases Z-2018-04, Z-2018-05, and SPZ-2018-01;
- (4) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 13, 2018, for consideration of adopting an Ordinance amending Chapter 5, General Development Standards, of the Land Development Code;
- (5) The 5:47 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 16, 2018, concerning the review of an Ordinance amending Chapter 3, Zoning and Regulations, of the Land Development Code; and
- (6) The 5:48 p.m. Public Hearing, for consideration of adopting an Ordinance amending Chapter 3 of the Land Development Code regarding HC/LI uses, was not advertised:
- B. County Attorney's Item I-1, advertised in the *Pensacola News Journal* on May 23 and May 30, 2018, concerning a property exchange with the Brownsville Assembly of God Church; and
- C. The Board of County Commissioners Escambia County, Florida, Meeting Schedule June 4 June 8, 2018, as published in the Pensacola News Journal on June 2, 2018.

9. 5:31 p.m. Public Hearing

Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, dropping the hearing and scheduling it for July 5, 2018, at 5:31 p.m., relative to the recommendation that the Board take the following action concerning the vacation of the eastern portion of Kersey Road, on the Board's own motion; this property is located in Commission District 1.

Speaker(s):

Gordon McCallister Wanda McCallister Mary Jane Havener

10. 5:32 A and B Public Hearings

Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of "X" Street and a portion of West Strong Street; these properties are located in Commission District 3:

Motion made by Commissioner May, seconded by Commissioner Underhill, and carried unanimously, approving to continued, to July 5, 2018, at 5:32 p.m., the 5:32-A p.m. Public Hearing for consideration of the vacation of a portion of "X" Street, as petitioned by Brownsville Assembly of God.

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving Items A through D of the 5:32-B p.m. Public Hearing for consideration of the vacation of a portion of West Strong Street, as petitioned by Brownsville Assembly of God:

- A. Approving the vacation of a portion of West Strong Street (55' right-of-way, approximately 20,244 square feet), as petitioned by Brownsville Assembly of God;
- B. Accepting the Hold Harmless Agreement;
- C. Adopting the Resolution [R2018-56] to Vacate; and

(Continued on Page 7)

10. Continued...

5:32-B p.m. Public Hearing Continued...

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

Speaker(s):

Dr. Evon Horton Christian Wagley Michelle Moody

<u>CLERK & COMPTROLLER'S REPORT</u> – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. <u>CONSENT AGENDA</u>

1-5. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 5, as follows:

- 1. Accepting, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2018 returns received in the month of April 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the seventh month of collections for the Fiscal Year 2018; total collections for the month of March 2018 returns was \$986,822.46; this is a 14.40% increase over the March 2017 returns; total collections year to date are 7.33% more than the comparable timeframe in Fiscal Year 2017.
- 2. Accepting, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2018, as required by Ordinance Number 95-13; on April 30, 2018, the portfolio market value was \$371,954,272 and portfolio earnings totaled \$304,167 for the month; the short-term portfolio yield 1.43%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.69%; the long-term CORE portfolio achieved a yield of 2.53%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.57%.
- 3. Accepting, for filing with the Board's Minutes, the Proclamation Declaring State of Local Emergency due to the imminent threat of Tropical Storm Alberto, effective for seven (7) days beginning 5:00 p.m., central time, on May 25, 2018; the Proclamation was executed by the Chairman and filed with the Department of State on May 25, 2018.

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 4. Accepting, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:
 - A. The Northwest Florida Water Management District Financial Statements September 30, 2017, as provided by Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting, Northwest Florida Water Management District;
 - B. A copy of the Third Amendment to Economic Development Transportation Project Fund Agreement (On-System), executed by the Chairman on April 26, 2018, based on the Board's action of November 30, 2017, authorizing the Chairman to sign any other documents associated with time extensions, subject to Legal sign-off, without further action of the Board; and
 - C. Closing documents for sale of surplus properties located at 13 Elegans Avenue and 200 Block of Seamarge Lane, based on the Board's action of July 10, 2014, approving the sale of 19 parcels of real property that were escheated to the County.
 - 5. Taking the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:
 - A. Accepting, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held May 10, 2018, as follows:

AGENDA NUMBER

1. Call to Order

Chairman Bergosh called the Committee of the Whole (C/W) Workshop to order at 9:00 a.m.

2. <u>Was the Meeting Properly Advertised?</u>

The C/W was advised by DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the <u>Pensacola News Journal</u> on May 5, 2018, in the *Board of County Commissioners – Escambia County, Florida, Weekly Meeting Schedule.*

(Continued on Page 9)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 3. <u>Update Pensacola Showcase</u>
 - A. Board Discussion The C/W viewed and discussed a Powerpoint Presentation, which was also provided in hard copy, entitled *Visit Pensacola May 2018*, presented by Liz Pelt, Appleyard Agency, and the C/W:
 - (1) Heard comments of thanks from Dickey Appleyard, Appleyard Agency, for the opportunity to represent Pensacola with local advertising agencies for Visit Pensacola;
 - (2) Was provided a handout with information on 2017 local tourism statistics by Steve Hayes, Visit Pensacola, and informed about the various activities taking place during National Travel and Tourism Week;
 - (3) Was informed by Ms. Pelt that:
 - (a) In order to craft the message to attract visitors to the local area, Showcase Pensacola [a group of seven local advertising agencies working with Visit Pensacola] researched extensively, conducted surveys, and talked to focus groups;
 - (b) The target visitor of the campaign message goes to the beach to relax, because they love the water, to eat great food and foods they do not normally eat, and to enjoy beach towns and scenic beauty;
 - (c) Beyond the quality of the beach, the target visitor considers amenities such as dining out, attractions for kids, adventure tours, historical sites, water parks, and shopping;

(Continued on Page 10)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- Continued...
 - A. Continued...
 - (3) Continued...
 - (d) Based on the research, Showcase Pensacola created the slogan "The Beach is Just the Beginning" as the creative messaging for the campaign;
 - (e) The six areas identified from the research that will be targeted to potential visitors on the Visit Pensacola website are:
 - Be a Beach Bum
 - Discover Local Charms
 - Play Outside
 - Satisfy Your Taste Buds
 - Find Family Fun
 - Explore Local History
 - (f) Showcase has developed print, digital, and television spots with the new creative messaging and in the initial rollout, a television trip giveaway contest was advertised in Atlanta, Dallas, Nashville, and New Orleans, which resulted in over 22,000 contest entries and six million impressions; and

(Continued on Page 11)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 3. Continued...
 - A. Continued...
 - (4) Heard comments of support for the project/message from Commissioner Robinson;
 - (5) Was informed by Commissioner Underhill that he was disappointed that Perdido and eco-tourism were not featured in the campaign and that those areas will have to change to have his continued support;
 - (6) Was advised by Commissioner May that he wants to see money stay local and that he would like to see this item brought back again when the agenda is not as aggressive, allowing more time for comments; and
 - (7) Was informed by Pam Childers, Clerk of the Circuit Court and Comptroller, that she sits down quarterly to discuss how funds are being used with Visit Pensacola; and
 - B. Board Direction None.

(Continued on Page 12)

CLERK & COMPTROLLER'S REPORT - Continued

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER – Continued

- 4. Forest Creek Apartments
 - A. Board Discussion The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Forest Creek Apartments FEMA Grant*, presented by Chips Kirschenfeld, Natural Resources Management Director, and the C/W:
 - (1) Was informed by Director Kirschenfeld that:
 - (a) After the flooding in 2014, staff was directed to file for a FEMA (Federal Emergency Management Agency) grant, which was approved by the BCC in 2018;
 - (b) The scope of work includes acquiring and demolishing 17 buildings and converting land to open space with deed restriction;
 - (c) The local share of the total cost (\$19,477,477.40) is 10%, which equates to \$1,947,747.74, with the remainder being paid for through the federal grant;
 - (d) Two appraisals were done by the County and one by the owner utilizing a sales comparison approach and an income approach and the final value opinion was:
 - County 1 \$9.5 million
 - County 2 \$10.5 million
 - Owner \$15.5 million
 - (e) The appraisals do not include a separate value for vouchers and the BCC has expressed a desire to convert Project-Based Vouchers to Section 8 Housing Vouchers;

(Continued on Page 13)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- Continued...
 - A. Continued...
 - (1) Continued...
 - (f) Staff is looking for direction on how to proceed from this point;
 - (2) Was advised by Commissioner Underhill that:
 - (a) He does not want to see another complex like Forest Creek and that citizens who need housing assistance should be spread throughout the community;
 - (b) He was surprised that the flood history of the property was not enough to negatively affect the value on the appraisals;
 - (c) He would like to see flooding addressed with changes to the drainage of the Jones Swamp basin rather than spending the money to tear down property;
 - (d) In his opinion, the goal should be home ownership and that more information is needed before making a decision; and
 - (3) Upon inquiry from Commissioner May regarding the plan of relocation for the residents and the cost of homeownership through housing programs such as the State Housing Initiatives Partnership, was advised by Meredith Reeves, Neighborhood Enterprise Manager, that the average monthly cost of housing is significantly less than the average rent of \$800-\$1,000;

(Continued on Page 14)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

CLERK & COMPTROLLER'S REPORT – Continued

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 4. Continued...
 - A. Continued...
 - (4) Was advised by Commissioner Bergosh that there were questions that needed to be answered before the Board made any decisions; and
 - B. Board Direction None.

Speakers:

Morgan Cox Doug Hickok

(Continued on Page 15)

CLERK & COMPTROLLER'S REPORT - Continued

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 5. Progress Update on the New Correctional Facility
 - A. Board Discussion The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *New Escambia Correctional Facility Progress Update*, presented by Steve Jernigan, Bay Design, and the C/W:
 - (1) Was informed by Mr. Jernigan that:
 - (a) The key points in the update include:
 - Permits submitted:
 - FDOT [Florida Department of Transportation] approval received
 - ECUA [Emerald Coast Utilities Authority] in progress;
 comments received and answered
 - DRC [Development Review Committee— Development order received April 25th
 - Test pilings in progress
 - Design Development plans distributed
 - o Review meetings scheduled for May 15-17
 - First ODP [Owner Direct Purchase] purchase processed
 - o Concrete purchase
 - (b) Upcoming activities include:
 - Commissioning Authority and Threshold Inspector Agreements by Mid-May
 - Final Construction Documents due by June 18th
 - Full building permit approval anticipated by July 16th
 - The next progress update will be at the June C/W Workshop

(Continued on Page 16)

CLERK & COMPTROLLER'S REPORT - Continued

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- Continued...
 - A. Continued...
 - (2) Was advised by Mr. Jernigan and Bob Dye, Risk Manager and Interim Facilities Director, that construction time is estimated at 24 months; and
 - (3) Discussed the rejuvenation of the Englewood district and the actions being taken and needing to be taken to improve the flooding risks in that area and the safety of the residents; and
 - B. Board Direction None.
- 6. Covenant for the Community
 - A. Board Discussion The C/W briefly discussed this agenda item, and agreed to discuss it further at a future Workshop; and
 - B. Board Direction None.

(Continued on Page 17)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER – Continued

- 7. <u>Mid-Town Commerce Park Request for Letters of Interest</u>
 - A. Board Discussion The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Mid-Town Commerce Park Update*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:
 - (1) Was informed by Ms. Lovoy that:
 - (a) On the Board's direction, staff put together a scope of work for hiring a Master Developer to develop the Mid-Town Commerce Park, which includes the following scope of services:
 - Public private partnership to commercially develop the site
 - County would retain ownership
 - County would provide a long-term master lease mutually beneficial to both the County and the private partner
 - Private partner would be expected to develop the site in a manner to maximize the potential for job development and to operate the site in a manner beneficial to the County and the private partner
 - All tenancies or sub-leases to the master developer would be the responsibility of the private partner
 - It is expected that the County will vacate the current plat and rezone all parcels as mutually acceptable
 - All proposals will be considered

(Continued on Page 18)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 7. Continued...
 - A. Continued...
 - (1) Continued...
 - (b) Criteria for selection includes:
 - Potential for jobs and job growth 25 points
 - Site development 25 points
 - Nature and viability of the proposal 25 points
 - Track record for the private partner 15 points
 - Proposed master lease amount to the County 10 points
 - (2) Heard comments from Commissioner Barry on whether the Board would entertain Letters of Interest from existing businesses on the west side of Palafox for adjacent parcels that would be added on to their footprint;
 - (3) Was advised by Commissioner Robinson that the "Clarinda Triangle" should be treated differently than the rest of the property;
 - (4) Heard comments from the Commissioners in support of Letters of Interest coming to the Board formally for approval from any interested property owners and that there has already been contact from several property owners to that effect;
 - (5) Was advised by Commissioner Underhill that he would like to see that funds realized from the sales are used for the purposes of monitoring and other obligations related to the sale of the properties;

(Continued on Page 19)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 7. Continued...
 - A. Continued...
 - (6) Identified several criteria related to the sale of property in the Clarinda triangle:
 - The property owner does not have to own adjacent property
 - Any Letters of Interest should come to the Board
 - The Board will want to see information about job potential, the plans for the site, etc.
 - There should be a timetable of development
 - There should some type of accountability if the plan for the property does not materialize and that land-banking will not be allowed
 - (7) Requested that staff conduct an analysis on options for selling the property in the Clarinda Triangle versus leasing and how this will affect federal dollars, and to bring back a recommendation at the next discussion of this item;
 - (8) Concluded that on the east side, a Request for Proposal would be done for a Master Developer, and on the west side, Requests for Letters of Interest (RLI) would be done for businesses that want to locate in that area, and that RLIs would go through a pre-application process with Development Services; and

(Continued on Page 20)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 7. Continued...
 - A. Continued...
 - (9) Was advised by Commissioner May that if the property in the "Clarinda Triangle" has not been leased or sold by the time the Master Developer is hired, it should "flow back in" and not be left as abandoned land; and
 - B. Board Direction None.
- 8. Pensacola Beach Restroom Facilities

This item was dropped from the agenda.

- 9. Future Development and Planning of OLF-8
 - A. Board Discussion The C/W:
 - (1) Was informed by County Administrator Brown that:
 - (a) Based on Board direction, staff is moving towards putting out a Request for Proposal (RFP);
 - (b) Staff would like input from each Commissioner on how success will be determined for job creation;
 - (c) It would be prudent to bring on a team to do the RFP for the Master Plan and his recommendation is that a Professional Planner is used rather than relying upon staff;

(Continued on Page 21)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 9. Continued...
 - A. Continued...
 - (1) Continued...
 - (d) Money is available through RESTORE to bring on a team for the RFP:
 - (e) The project is expected to be completed in November, with the land swap happening in December or January;
 - (f) There is money set aside for a portion of the planning for the site and the Master Plan, as well as money put forth in a Triumph request;
 - (g) He will bring a recommendation back for the RFP at a later date for the Board's input;
 - (h) The Master Planner will reach out to entities and stakeholder's rather than having a Citizen's Advisory Committee, based on the preference of the Board;
 - (2) Heard comments of support for the timeline from Commissioner Bergosh and was advised that he wants to utilize the property to create high-tech manufacturing and assembly jobs, some community amenities, an elementary school, and retail;
 - (3) Was advised by Commissioner Robinson that he wants the Master Planner to advise the Board on what needs to be in the area and that he wants to create as many jobs per acre in a productive way without prejudicing the Planner on what needs to go in the area;

(Continued on Page 22)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 9. Continued...
 - A. Continued...
 - (4) Was advised by Commissioner Underhill that he thinks a Master Plan is the smart way to go and that he will honor the will of the people of Beulah for what they want built in their community;
 - (5) Was advised by Commissioner Barry that the successful transfer of the property is a huge victory, he is supportive of a Master Plan, he recommends a conversation take place concerning the wishes of Navy Federal Credit Union, and that the recovery of public money is a high priority for him because he has no appetite for Local Option Sales Tax money going toward the buildout;
 - (6) Was advised by Commissioner May that he is supportive of a Master Plan, it is critical to look at the financial model, and, in his opinion, the private sector has to pay for the public amenities; and
 - (7) Was informed by Administrator Brown that he would like to involve Florida West and First Place Partners in helping to craft the RFP; and
 - B. Board Direction None.

(Continued on Page 22)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 10. New TRIUMPH Projects
 - A. Board Discussion The C/W:
 - (1) Was informed by Chips Kirschenfeld, Natural Resources Management Director, that:
 - (a) The Triumph Board has selected four projects to move forward with final negotiations and contracting, of which two are workforce development projects, including the Escambia School Board project;
 - (b) The three projects submitted by Escambia County (Downtown Sports Complex, OLF-8, and the Beulah Connector Road) all have challenges that staff are working through; and
 - (c) Staff is requesting that the Board consider ideas for new project applications; and
 - (2) Was advised by Commissioner Robinson that he considers all projects submitted in Escambia County's jurisdiction to be Escambia County projects, regardless of who actually submitted them, and that he does not want to jeopardize other sources of funding by submitting transportation projects to Triumph;
 - (3) Was advised by Commissioner Bergosh that there is a swap in the works that would exchange Perdido Key Drive for Beulah Road, making it a State road and that he is happy with whichever way gets Beulah Road paid for the fastest;
 - (4) Was provided with updates on various other projects in the works in Escambia County and surrounding jurisdictions by Mr. Kirschenfeld;

(Continued on Page 24)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 10. Continued...
 - A. Continued...
 - (5) Heard a request from Commissioner Barry for a list of all projects that have been submitted to Triumph;
 - (6) Was informed by Mr. Kirschenfeld that the Triumph Board meets monthly, they are likely to approve additional projects at the next meeting, and that the Arena project is on hold until some questions are answered, such as identifying the specific parcel for the project;
 - (7) Was advised by Commissioner Bergosh that he will be bringing the Arena project forward on the next agenda with several options for discussion; and
 - (8) Heard comments of support from Commissioner Underhill for the potential Port of Pensacola project; and
 - B. Board Direction None.

(Continued on Page 25)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 11. Alcohol Sales Measurement
 - A. The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Alcohol Sales Management*, presented by Andrew Holmer, Division Manager, Development Services, and the C/W:
 - (1) Was informed by Mr. Holmer that:
 - (a) The method the County uses to measure the 1,000 feet of distance between a place of business selling alcohol and a place of worship, child care facility, or K-12 educational facility is along the shortest route of ordinary pedestrian travel within public rightsof-way;
 - (b) The distance is measured from main entrance to main entrance, or for an educational facility, to the nearest point of the grounds in use as part of the facility;
 - (c) The current methods for determining distance for types of alcohol sales are:

Alcohol Sales	Within 1,000' of a school	Within 1,000' of a daycare	Within 1,000' of a place of worship
Off-premise wine and/or beer	Allowed	Allowed	Allowed
On-premise consumption	Prohibited	Conditional Use	Conditional Use
Off-premise liquor	Prohibited	Conditional Use	Conditional Use

(Continued on Page 26)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

CLERK & COMPTROLLER'S REPORT - Continued

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

<u>AGENDA NUMBER</u> – Continued

- 11. Alcohol Sales Measurement
 - A. Continued...
 - (1) Continued...
 - (d) Prior to the adoption of Ordinance 2011-38, the distance was measured with a simple 1,000' radius and this was changed in 2011 due to a request from the Board of Adjustment; and
 - (2) Was advised by Commissioner Underhill that the 1,000 foot radius seems to be a more simple measurement and that he would support reverting back to the previous method of measuring; and
 - B. Board Direction None.

(Continued on Page 27)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER – Continued

- 12. <u>Navy Boulevard Project Development and Environmental Study Public</u> Hearing Presentation
 - A. The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Project Development & Environment Study S.R. 30 (U.S. 98) Navy Boulevard from New Warrington Road to the Bayou Chico Bridge*, presented by Ben Faust, Consultant with DRMP, and Kimberly Stephens, Florida Department of Transportation (FDOT) Project Manager, and the C/W:
 - (1) Was informed by Mr. Faust that:
 - (a) A study was conducted on top of studies that the County has done, not to duplicate the County's studies, but to ensure that they were crafted in a manner acceptable to the FDOT for safety standards and operational improvement requirements;
 - (b) A full analysis of the corridor was done and the study is in the later stages;
 - (c) A Public Hearing, to be held at 5:30 p.m. on May 29, 2018, at the Brownsville Community Center will conclude public involvement activities and the final documentation will be wrapped up and they will move into the design phase;
 - (d) The project is in the New Warrington CRA (Community Redevelopment Agency) and is on Navy Boulevard from New Warrington Road to the Bayou Chico Bridge;

(Continued on Page 28)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 12. Continued...
 - A. Continued...
 - (1) Continued...
 - (e) The concept being proposed is called a "Complete Streets Concept," which includes the following criteria:
 - Maintain four 11-foot wide travel lanes
 - Add 7-foot wide buffered bike lanes
 - Add frontage roads with parking for businesses
 - Add sidewalks and two pedestrian cross walks
 - Add median with landscape
 - Add streetscape elements
 - Add bus stop pull-out areas
 - Revise traffic pattern at Chief's Way intersection
 - Stormwater treatment in swales (no ponds)
 - (f) At the Alternatives Public Meeting, the concept received mostly strong public support and the comments emphasized support for landscape and streetscape elements;
 - (g) All draft project documents are available for public review from May 8, 2018, until June 12, 2018, at the following locations:

West Florida Regional Planning Council 4081 East Olive Road, Suite A Pensacola, Florida 32514 Monday through Friday from 8:00 a.m. to 4:30 p.m. FDOT District Three Office 1074 Highway 90 Chipley, Florida 32428 Monday through Friday from 8:00 a.m. to 5:00 p.m.

(Continued on Page 29)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 12. Continued...
 - A. Continued...
 - (2) Was advised by Commissioner Underhill that this project is critical to the growth of the west side, this completes the revitalization of the infrastructure for the future of New Warrington, and he would like to identify which year of Local Option Sales Tax IV funds would be going towards the construction of this project; and
 - B. Board Direction None.
- 13. <u>Library Cards to be Used for the Escambia County Area Transit</u>
 <u>"Summer Wheels" Youth Pass Program</u>
 - A. The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Student Library Cards use on ECAT*, presented by Mike Crittenden, Mass Transit Director; Todd Humble, Library Director; and Tonya Ellis, Transit Division Manager, and the C/W was informed by Mr. Cittenden that:
 - (1) Based on Board discussion at the previous meeting, staff started working on a plan to move forward with a plan for using library cards as part of the "Summer Wheels" program;

(Continued on Page 30)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 13. Continued...
 - A. Continued...
 - (2) Highlights of the program include:
 - Student specific library card
 - Used as fare instrument
 - Students ride free
 - Effective start date Memorial Day
 - Year-long program
 - Library and ECAT (Escambia County Area Transit) will coordinate program with Community and Media Relations
 - (3) Heard comments of support from the Commissioners; and
 - B. Board Direction None.

14. Escheated Ponds

- A. The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escheated Properties Potential Impacts May 10, 2018*, presented by Wes Moreno, Public Works Deputy Director, and Joy Jones, Public Works Director and County Engineer, and the C/W:
 - (1) Was advised by Commissioner Barry that he would like to see escheated ponds in the Bristol Creek Subdivision, Treetop Terrace Lane AKA La Lar Lane, and Weatherwood West Phase II, maintained on a regular pond maintenance schedule;

(Continued on Page 31)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 14. Continued...
 - A. Continued...
 - (2) Was informed by Mr. Moreno that the Florida Department of Environmental Protection contacted the County about maintaining the Weatherwood pond, and while some of the ponds do not meet County standards, staff would like positive direction from the Board to allow them to perform maintenance on the ponds; and
 - (3) Heard comments from the Commissioners supporting the maintenance of the escheated ponds; and
 - B. Board Direction None.
- 15. Grade Results Juvenile Justice and Incarcerated Education

This item was dropped from the agenda.

16. <u>Status of Results of the Recent Fire Services Investigation into Sexual Harassment and Changes that Have Been Implemented</u>

This item was dropped from the agenda.

(Continued on Page 32)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER – Continued

- 17. <u>BioMedical Waste</u>
 - A. The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *BioMedical Waste Procession*, presented by Patrick Johnson, Waste Services Director, and the C/W:
 - (1) Was informed by Mr. Johnson that:
 - (a) In December of 2017, Escambia County received an application for a facility to process/treat BioMedical Waste, the first application submitted in Escambia County;
 - (b) Escambia County's Solid Waste Ordinance requires permitting of a waste processing facility, and, prior to facility start up, the County Administrator must approve or deny a solid waste permit;
 - (c) Specific conditions could be required prior to approval and the permitting is predicated on Board approval of conditional use, so this item will come before the Board in a regular meeting;
 - (d) If the permit is denied by the County Administrator, the applicant may reapply or appeal to the Board;
 - (e) Additionally, prior to commencing operations, the facility operator must obtain a BioMed Waste permit, a Storage permit, and a Treatment permit from the Department of Health (DOH);

(Continued on Page 33)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 17. Continued...
 - A. Continued...
 - (1) Continued...
 - (f) DOH inspects the facility annually and the facility operator is required to permit the operation annually;
 - (g) Additional aspects of the facility and the method for handling them include:

Air	Water	Odor	Storage
emissions	emissions		
Per DOH,	Water	Odor is	Based on
steam is	generated from	typically	operating
disinfected	the treatment	generated	plan and
and emitted	process is	inside of the	proposed
during the	typically	treatment	volume,
treatment	disposed of via	facility versus	storage
process	sanitary sewer	outside	requirement
	system		is minimal
There are no		DOH is the	
provisions in		regulating	
state law		authority to	
which require		address odor	
emissions		complaints	
testing			

(Continued on Page 34)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 17. Continued...
 - A. Continued...
 - (1) Continued...
 - (h) Per the Florida Department of Environmental Protection, treated BioMedical Waste is not prohibited from disposal in a permitted Class-I landfill and if accepted for disposal at the Perdido landfill, it would be considered "special waste" and require scheduling, excavation, and cover at the time of delivery;
 - (i) The process and treatment being proposed is standard procedure in the medical waste industry, currently there are 15 such facilities operating in Florida, and similar treatment equipment is currently operating in Miami with satisfactory DOH inspection reports; and
 - (j) Per Development Services, the existing zoning designation appears appropriate, but potential does exist for employees and the general public to visibly be exposed to treated BioMedical waste; and
 - (2) Was advised by the Commissioner Bergosh and Commissioner Robinson that they defer to Mr. Johnson on whether there are objections to having the waste disposed of in Escambia County;

(Continued on Page 35)

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

AGENDA NUMBER - Continued

- 17. Continued...
 - A. Continued...
 - (3) Was informed by Mr. Johnson that the material can be safely handled, but that there is an issue of public perception, which he thinks can be overcome:
 - (4) Was advised by Commissioner Underhill that he is supportive of the facility; and
 - (5) Was advised by Commissioner May that he would like to know whether the waste material has to come to the local landfill; and
 - B. Board Direction None.

Speaker(s):

Joseph Kappil

- 18. Private Road Municipal Services Benefit Unit (MSBU)
 - A. The C/W was briefed by Commissioner Barry on a pilot project that he would like to bring to a future Board meeting, and the C/W:
 - (1) Was advised by Commissioner Barry that he would like the Board to consider establishing private road MSBUs in certain circumstances where citizens would be responsible for establishing the job scope and procurement, and the life of the MSBU would not exceed the expected life of the infrastructure; the County would pay the vendor/contractor and the citizen would repay, through the MSBU, every dollar the County spends; and

(Continued on Page 36)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

CLERK & COMPTROLLER'S REPORT – Continued

- I. <u>CONSENT AGENDA</u> Continued
- 1-5. Approval of Various Consent Agenda Items Continued
 - 5. Continued...
 - A. Report of the May 10, 2018, C/W Workshop Continued

<u>AGENDA NUMBER</u> – Continued

- 18. Continued...
 - A. Continued...
 - (2) Heard supportive comments from each Commissioner; and
 - B. Board Direction None.
- 19. Adjourn

Chairman Bergosh declared the C/W Workshop adjourned at 11:52 a.m.

- B. Accepting, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 17, 2018; and
- C. Approving the Minutes of the Regular Board Meeting held May 17, 2018.

<u>GROWTH MANAGEMENT REPORT</u> – Horace Jones, Director, Development Services Department

I. <u>PUBLIC HEARINGS</u>

1. Rezoning Cases

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning Rezoning Case Z-2018-04 heard by the Planning Board (PB) on May 1, 2018:

- A. Adopting the Planning Board's recommendation for Rezoning Case Z-2018-04; and
- B. Authorizing the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

(1) Case Number: Z-2018-04

Address: 1529 Ora Drive and behind 1529 Ora

Drive

Property Reference Number: 29-2S-31-2002-000-000 and 29-2S-31-

2202-000-002

Property Size: 11.51 (+/-) acres

From: LDR, Low Density Residential district

(four du/acre) and HDMU, High Density

Mixed-use district (25 du/acre)

To: MDR, Medium Density Residential

district (10 du/acre)

FLU Category: MU-S. Mixed-Use Suburban

Commissioner District:

Requested by: Tom Hammond, Agent for Dog Track

Area Developers, LLC, Owners

PB Recommendation: Approval

Speaker(s) – None.

- I. <u>PUBLIC HEARINGS</u> Continued
 - 1. Rezoning Cases Continued

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning Rezoning Case Z-2018-05 heard by the Planning Board (PB) on May 1, 2018:

- A. Adopting the Planning Board's recommendation for Rezoning Case Z-2018-05; and
- B. Authorizing the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

(2) Case Number: Z-2018-05

Address: 5900 W Nine Mile Road 06-1S-31-4402-000-000

Property Size: 10.19 (+/-) acres

From: HDMU, High Density Mixed-use district

(25 du/acre) and Com, Commercial

district (25 du/acre)

To: Com, Commercial district (25 du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District: 1

Requested by: Cynthia Mather, Agent for Airplane

Services, Inc., Owner

PB Recommendation: Approval

Speaker(s) - None.

- I. <u>PUBLIC HEARINGS</u> Continued
 - 1. Rezoning Cases Continued

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action concerning Rezoning Case SPZ-2018-01 heard by the Planning Board (PB) on May 1, 2018:

- A. Adopting the Planning Board's recommendation for Rezoning Case SPZ-2018-01; and
- B. Authorizing the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

(3) Case Number: SPZ-2018-01

Address: 6355 Mockingbird Lane Property Reference Number: 35-1S-30-7117-000-000

Property Size: 4.86 (+/-) acres

Current Zoning: MDR, Medium Density Residential

district (10 du/acre)

To Allow: A Mobile Home in MDR, Medium

Density Residential district (10 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 3

Requested by: Wanda French-Hawkins, Agent for

Jason Hawkins, Owner

PB Recommendation: Approval

Speaker(s):

David King

I. <u>PUBLIC HEARINGS</u> – Continued

2. 5:45 p.m. Public Hearing

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, adopting an Ordinance [Number 2018-21] to amend the Official Zoning Map to include the Rezoning Cases [Z-2018-04, Z-2018-05, and SPZ-2018-01] heard by the Planning Board on May 1, 2018, and approved during the previous agenda item; and to provide for severability, inclusion in the Code, and an effective date.

Speaker(s) - None.

3. 5:46 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, adopting an Ordinance [Number 2018-22] amending the Land Development Code Chapter 5, General Development Standards, Article 3, Division of Land, Section 5-3.3(i) Subdivision, Design and Maintenance, Infrastructure, to remove reference to density bonus provision and the reduction in lot width for underground utilities.

Speaker(s) - None.

4. 5:47 p.m. Public Hearing

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, dropping and rescheduling, for July 5, 2018, as the first of two hearings, the recommendation that the Board review an Ordinance amending the Land Development Code Chapter 3, Zoning Regulations, Section 3-2.11 Heavy Commercial and Light Industrial district (HC/LI), Subsection 3-2.11(a), Purpose; Subsection 3-2.11(b), Permitted Uses; Subsection 3-2.11(b)(6), Industrial and Related; Subsection 3-2.11(c), Conditional Uses; Subsection 3-1.22(d)(8), Site and Building Requirements, Other Requirements; creating Subsection 3-2.11(g), Performance Standards for Certain Parcels, to address industrial uses which are zoned HC/LI and located within Mixed-Use Suburban (MU-S) Future Land Use category; this hearing serves as the first of two public hearings.

Speaker(s):

Jacqueline Rogers Jesse Rigby

I. PUBLIC HEARINGS – Continued

5. 5:48 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, moving, to the Consent Agenda for the June 21, 2018, Board meeting, the recommendation that the Board, at the 5:48 p.m. Public Hearing, review and adopt an Ordinance amending the Land Development Code, Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU [Future Land Use], reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning; this hearing serves as the second of two public hearings.

Speaker(s) - None.

II. <u>ACTION ITEM</u>

Final Plat of Smiley Place

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning recording of the Final Plat of Smiley Place (a 26-lot, single-family residential subdivision), located in the Ensley Community and lying south of East Nine Mile Road (U.S. Highway 90), east of Airway Drive, and connected to Smiley Avenue, owned and developed by Olde City Developers, LLC; prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7 of the Escambia County Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1), Florida Statutes:

- A. Approving the Final Plat for recording;
- B. Approving the street names "Smiley Court" and "Smiley Circle";
- C. Accepting all public easements, stormwater pond, and drainage improvements within public easements/public parcels, as depicted upon the Final Plat, for permanent County maintenance; the cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management Municipal Services Benefit Unit; and
- D. Authorizing the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement for Streets and Drainage Improvements with Surety/Financial Security.

III. CONSENT AGENDA

1. Scheduling of Public Hearings

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, authorizing the scheduling of the following Public Hearings:

A. June 21, 2018:

- (1) 5:45 p.m. Public Hearing HC/LI within MU-S Ordinance (second of two public hearings) (Summary: LDC [Land Development Code] amendment to address consistency of certain permitted uses within the HC/LI zoning district when located within the MU-S Future Land Use category; this action is remedial in nature following DEO's [Department of Economic Opportunity] recent determination in DEO Case Number 18-003);
- (2) 5:46 p.m. Public Hearing Comprehensive Text Plan Amendment CPA-2018-01 (second of two public hearings) (Summary: the Comprehensive Plan Amendment intends to remove the fiscal year and adoption specific dates from the Florida-Alabama Transportation Planning Organization [FL-AL TPO], Transportation Improvements Plan [TIP], document; the TIP is frequently updated by the FL-AL TPO and the BOCC does adopt by Ordinance, on an annual basis, the most up-to-date copy from the TPO document, as part of the Capital Improvements Annual Update; the second part of the amendment, is to remove Section FLU 1.5.2; the BOCC has previously adopted Ordinance [Number] 2015-45, removing minimum residential densities from all Future Land Use [FLU] categories, therefore making the minimum density requirement of this Section, for MU-S FLU no longer applicable); and
- (3) 5:47 p.m. Public Hearing HC/LI Residential and Industrial Use Changes Ordinance (second of two public hearings) (Summary: LDC [Land Development Code] amendment to reduce HC/LI limits on residential uses, and to remove HC/LI prior-zoning limits on microbreweries and like uses; and

(Continued on Page 43)

III. CONSENT AGENDA

- 1. Continued...
 - B. July 5, 2018:
 - (1) 5:45 p.m. Public Hearing to amend the Official Zoning Map to include the following Rezoning Case heard by the Planning Board on June 5, 2018:

Case Number: Z-2018-06

Address: 15 Herman Street

Property Reference No.: 05-2S-30-1002-000-033

From: HDMU, High Density Mixed-use district (25

du/acre)

HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent

To: establishment of any microbreweries,

microdistilleries, microwineries, bars, nightclubs,

or adult entertainment uses (25 du/acre)

FLU Category: Com, Commercial

Commissioner District: 3

Requested by: Wiley C. "Buddy" Page, Agent for Raymond and

Sylvia Ward, Owner

- (2) 5:46 p.m. Public Hearing Distance Between Dwelling Units Ordinance (Summary: the Ordinance is changing the language on the distance between dwelling units, to allow for more flexibility on site plans and to be more environmentally friendly; distance between dwelling units may be required to have 30 feet between them; new added language will require that the distance does not have to exceed over 15 feet);
- (3) 5:47 p.m. Public Hearing Changes to the DSM from the April PAC [Professional Advisory Committee] Meeting Ordinance (Summary: changes to Chapter 1, Design Standards Manual Chapter 1, Engineering, concerning stormwater ponds, roadway design, removing a reference to density bonus; LDC [Land Development Code], Chapter 6 definitions, adding definition for conveyance system); and

(Continued on Page 44)

III. CONSENT AGENDA

- 1. Continued...
 - B. Continued...
 - (4) 5:48 p.m. A Public Hearing Minor Subdivision Land Division Ordinance (Summary: the Ordinance is clarifying the process of splitting lots or the division of land, creating a more established starting point of dividing land by using the Lot of Record as a starting point; for the purposes of the LDC [Land Development Code], the lot of record [as defined in Chapter 6] is the reference for any division of land and the basis for determining the applicable review and approval process for such division).

<u>For Information:</u> The recommendation for the 5:48 p.m. Public Hearing (GMR Item I-5 [see Page 41]), to review and adopt an Ordinance amending the Land Development Code, Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU [Future Land Use], reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning, was added to the Consent Agenda for June 21, 2018.

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-12. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 12, as follows, with the exception of Item 6, which was held for a separate vote [Items 13 and 14 were held for separate votes]:

 Approving the Request for Disposition of Property Form for the Clerk & Comptroller's Office for all of the equipment, which is described and listed on the list provided with the Request Form, with reason for disposition stated; the items are to be auctioned as surplus or disposed of properly.

COUNTY ADMINISTRATOR'S REPORT - Continued

- I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> Continued
- 1-12. Approval of Various Consent Agenda Items Continued
 - 2. Approving the five Request for Disposition of Property Forms for the Waste Services Department, for disposition of a Caterpillar track type tractor (Form 1); a probe for vapor analyzer, a Foxboro vapor analyzer, and a variable speed pump (Form 2); a Kohler generator, a 20 CY roll off container and three 30 CY roll off containers (Form 3); two 30 CY roll off containers (Form 4); and a conveyor system (Form 5); all property is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or appropriately recycled or disposed.
 - 3. Taking the following action regarding the State of Florida, Division of Emergency Management, Statewide Mutual Aid Agreement, for Statewide mutual aid between the State of Florida and Escambia County, Florida:
 - A. Approving the State of Florida, Division of Emergency Management, Statewide Mutual Aid Agreement between the Florida Division of Emergency Management and Escambia County, Florida, for statewide mutual aid that would allow Escambia County to develop and enter into mutual Agreements within the State for reciprocal emergency aid, that is effective on the date of execution by the last-signing party and that shall automatically renew each year after its execution; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Statewide Mutual Aid Agreement and any subsequent documentation related to the implementation of this Agreement.
 - 4. Taking the following action regarding the Letter of Understanding (LOU) between Zoll Data Systems, Inc., and Escambia County, Florida:
 - A. Approving the LOU between Zoll Data Systems, Inc., and Escambia County, Florida, for the access and use of the NEMSIS V3 Third Party ePCR Import and Auto Attach software, that is effective on the date of execution by the last-signing party and that shall remain in effect for a period of two weeks; and
 - B. Authorizing the Chairman or Vice Chairman to execute the LOU.

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> Continued
- 1-12. Approval of Various Consent Agenda Items Continued
 - 5. Taking the following action concerning the Interagency Information Sharing Agreement for Vendor Personnel with the Santa Rosa County Sheriff's Office:
 - A. Approving the Interagency Information Sharing Agreement for Vendor Personnel with the Santa Rosa County Sheriff's Office; and
 - B. Authorizing the Interim Director, Selina Barnes, to sign the Agreement.
 - 6. See Page 47.
 - 7. Approving, and authorizing the Chairman to sign, Amendment No. 2 to the Florida Department of Environmental Protection (DEP) Agreement No. RES04 for the Beach-Haven-Joint Stormwater & Wastewater Improvement Project Phase II, to add additional reporting requirements imposed by DEP.
 - 8. Approving the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for a fireworks event to be held at the Nature Trail Community located on West Nine Mile Road, specifically at 8775 Foxtail Loop, and sponsored by the Nature Trail Home Owners Association, with the fireworks display presented by Pyro Shows, Inc., on Saturday, June 30, 2018, from 8:45 p.m. to 9:00 p.m.
 - 9. Approving the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for a fireworks event to be held at the Flora-Bama Lounge on Perdido Key, specifically at 17401 Perdido Key Drive, with the fireworks display presented by Pyro Shows, Inc., on Wednesday, July 4, 2018, from 9:45 p.m. to 10:00 p.m.
 - 10. Approving the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for the July 4th Fireworks Event to be held on a barge on the sound side of Quietwater Beach, presented by Pyro Shows, Inc., on Wednesday, July 4, 2018, from 8:30 p.m. to 9:00 p.m.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> – Continued

1-12. Approval of Various Consent Agenda Items – Continued

- 11. Approving the Request for Disposition of Property Form for the Public Works Department, listing one item; the Request Form has been signed by all applicable authorities.
- 12. Authorizing the scheduling of a Public Hearing for June 21, 2018, at 5:33 p.m., for the purpose of receiving comments from the public concerning the Fiscal Year (FY) 2018 amended Grant Application by Escambia County Area Transit for Mass Transit Projects for Federal Transit Administration Section 5307 Funds for Operating and Capital expenses (Funding: the Grant Application is for a total of \$3,530,753; Operating Assistance of \$2,500,000 requires a local 50% match of \$2,500,000; Operating Assistance will be reimbursed at 50% up to the allowed maximum of \$2,500,000; the local match is included in the FY 2018 Budget; Preventive Maintenance, Safety and Security, Baldwin County and ADA Paratransit Service funds requires a 20% local match of \$257,688 which will be covered by Florida Toll Revenue Credits).

6. Adoption of a Resolution

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, adopting, and authorizing the Chairman to sign, the Resolution [R2018-55] naming the Board's Public Forum as the "Gary Sansing Public Forum."

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> – Continued

13. Infrastructure Funding Agreements

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving, and authorizing the Chairman to sign, the Infrastructure Funding Agreements (IFAs) with the four one-stop partners listed below; the IFAs were contemplated by, and will become a part of, each partner's previously approved Memorandum of Understanding with CareerSource Escarosa; each partner's IFA is titled as specified below:

One Stop Partner	<u>IFA Title</u>
Florida Department of Education, Division of Blind Services	Infrastructure Funding Agreement
2. School Board of Escambia County	Amendment to the MOU
3. Pensacola State College	Addendum to the MOU
4. Community Action Program Committee, Inc.	Addendum to the MOU

CareerSource Escarosa and its one-stop partners will continue to provide collaborative referrals between partners for appropriate services and activities, as well as methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system. CareerSource Escarosa will serve as the convener for the Workforce Investment and Opportunity Act partner meetings.

<u>For Information:</u> Commissioner Robinson and Commissioner May disclosed that they serve on the Pensacola State Foundation Board in unpaid positions.

14. Pedestrian Enhancement Project

Motion made by Commissioner May, seconded by Commissioner Robinson, and carried unanimously, approving, and authorizing the Chairman to sign, a letter to the Florida Department of Transportation requesting advancement for immediate construction [of] the pedestrian enhancement project along the Cervantes Street Corridor.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u>

1-19. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Item 1 through 19, as follows, with the exception of Item 10, which was held for a separate vote:

- 1. Taking the following action concerning default on the purchase of County-owned real property located at 1313 West Jackson Street (Account #: 15-0740-000, Reference #: 00-0S-00-9060-072-063); this parcel is located in District 2:
 - A. Declaring Olivia Rogers, the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between her and the County for the purchase of the County-owned parcel located at 1313 West Jackson Street for failure to close in the timeframe prescribed by the terms of the Contract;
 - B. Retaining the deposit made by Ms. Rogers, in the amount of \$743.40, for the parcel located at 1313 West Jackson Street; and
 - C. Authorizing the parcel to be re-advertised for sale at another auction.
- 2. Taking the following action regarding the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Application (Funding: the Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of \$613,951; this Grant requires a 10% match; this amount, \$68,217, is budgeted in Fund 104 Cost Center 211215):
 - A. Adopting, and authorizing the Chairman to sign, the Resolution [R2018-57] authorizing the County Administrator to be named as the Board's Registered Agent in Florida;
 - B. Approving, and authorizing the County Administrator to sign, the Transportation Disadvantaged Trip & Equipment Grant Application Form; and
 - C. Approving, and authorizing the County Administrator to sign, the Transportation Disadvantaged Trip & Equipment Grant Standard Assurances.

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-19. Approval of Various Consent Agenda Items Continued
 - 3. Taking the following action concerning the First Amendment to the Agreement for the Funding of Court Personnel between the First Judicial Circuit of Florida and Escambia County, Florida (Funding: the County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the \$65 Court Fee, according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts outlined in Exhibit "A" of the First Amendment to the Agreement):
 - A. Approving the First Amendment to the Agreement for the Funding of Court Personnel between the First Judicial Circuit of Florida and Escambia County, Florida, for the existing Veterans Court Coordinator position as outlined in Exhibit "A" of the First Amendment to the Agreement; and
 - B. Authorizing the Chairman to sign the First Amendment to the Agreement and any amendments, requests for payment, or other related documents as may be required.
 - 4. Taking the following action regarding the State-Funded Grant Agreement, Contract Number 19-BG-XX-01-27-01-XXX (Funding: Fund 110, Other Grants and Project Funds, Cost Center 330405):
 - A. Approving the State of Florida, Division of Emergency Management, State-Funded Grant Agreement Base Grant, providing funds in the amount of \$105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2018, through June 30, 2019;
 - B. Authorizing the Chairman or Vice Chairman to execute the Grant Agreement; and
 - C. Authorizing Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent document, as appropriate, to implement this Grant as follows:

(Continued on Page 51)

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

1-19. Approval of Various Consent Agenda Items – Continued

4. Continued...

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

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

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

- 5. Approving, and authorizing the County Administrator to sign, the Request for Group Insurance Amendment with Standard Insurance Company for Escambia County's Group Life Insurance (PD 15-16.042) (Funding: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501).
- 6. Accepting the RESTORE Direct Component (Pot 1) Notice of Award from the U.S. Department of the Treasury for Planning Assistance for the South Dogtrack Drainage Design Project, Grant Award No. 1 RDCGR080055-01-00, in the amount of \$240,000 (Funding: Fund 118, Gulf Coast Restoration Fund; the Cost Center will be determined during the time of the Supplemental Budget Amendment).
- 7. Adopting the Resolution [R2018-58] approving Supplemental Budget Amendment #114, Law Enforcement Trust Fund (121), in the amount of \$211,783, to recognize additional revenues from various law enforcement activities and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies and related Law Enforcement activities for the remainder of the Fiscal Year 2017/2018.

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-19. Approval of Various Consent Agenda Items Continued
 - 8. Adopting the Resolution [R2018-59] approving Supplemental Budget Amendment #115, General Fund (001), in the amount of \$53,116, to recognize the Sheriff's off-duty officer, insurance proceeds, auto repairs, firing range, and miscellaneous reimbursements/fees, and to appropriate these funds into the Sheriff's Administrative Budget to offset operational expenses.
 - 9. Taking the following action concerning the Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-29-R, between the State of Florida Division of Emergency Management (FDEM), for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project; this property is located in Commission District 5 (Funding: funding for the project is 100% Federal funding, due to leveraged funds from the Beach Haven Northeast Phase 1 Project that provides 100% Federal funding as a global match, under FDEM Non-Financial Agreement #FDEM No. 16NF-00-01-27-01-453, for all Escambia County 4177 disaster declaration Hazard Mitigation Grant Program projects):
 - A. Approving, and authorizing the Chairman to execute, the Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-29-R, for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project;
 - B. Authorizing staff to pursue acquisition of 1000 Pinoak Lane, subject to Legal review and sign-off, including any Agreements, Easements, Hold Harmless Agreements, or other documents of conveyance, as may be required from the property owner designated in the Grant Agreement; and
 - C. Authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets.
 - 10. See Page 55.

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

- 1-19. Approval of Various Consent Agenda Items Continued
 - 11. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Thompson Consulting Services, LLC, per the terms and conditions of PD 17-18.007, Debris Monitoring Services, to authorize the following (funding for A and B: Fund 401, Solid Waste, Cost Center 230301, Object Code 53101, \$15,000; funding for C: the funding source will be determined when the event occurs):
 - A. The review and revision of the current debris management plan, in the amount of \$7,500;
 - B. The review, revision, and bidding assistance on debris reduction and removal RFP [Request for Proposal] in the amount of \$7,500; and
 - C. Post-Disaster Preparedness and Planning Services, Debris Removal Monitoring Services, and Consulting Services, as described in the Consultant's Scope of Work for Debris Removal Monitoring Services attached to the Agreement as **Exhibit C**, and corresponding Fee Schedule, attached to the Agreement as **Exhibit D**.
 - 12. Adopting the Resolution [R2018-60] approving Supplemental Budget Amendment #120, Local Option Sales Tax III Fund (352), in the amount of \$500,000, to recognize proceeds from a State of Florida Department of Transportation State-Funded Grant Agreement (FPN 437039-4-54-01) and to appropriate these funds for the County Road 184 (Muscogee Road) Phase IVB Freight Corridor project.
 - 13. Adopting the Resolution [R2018-61] approving Supplemental Budget Amendment #121, Local Option Sales Tax III Fund (352), in the amount of \$397,400, to recognize proceeds from a Federal Emergency Management Agency and Florida Division of Emergency Management Hazard Mitigation Grant Program Agreement (#18HM-H4-01-27-01-XXX) and to appropriate these funds for the 1000 Pinoak Lane Acquisition, Demolition, and Open Space Conversion Project.

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

- 1-19. Approval of Various Consent Agenda Items Continued
 - 14. Adopting the Resolution [R2018-62] approving Supplemental Budget Amendment #125, Local Option Sales Tax III Fund (352), in the amount of \$329,626, to recognize proceeds from the Modification Number One to Subgrant Agreement from the Division of Emergency Management (Contract #16HM-H4-01-27-01-452), approved by the Board on May 3, 2018, and to appropriate these funds for the Hazard Mitigation Grant Program Acquisition, Demolition, and Open Space Conversion Project within the Bristol Creek Area.
 - 15. Approving the \$5,000 funding request from the Perdido Key Area Chamber of Commerce for the First Star Spangled Salute Festival held on Saturday, May 19, 2018, from Commissioner Doug Underhill's discretionary money (Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201).
 - 16. Approving the \$1,500 funding request from East Hill Christian Academy Fundamentals of Education and Basketball Camp from Commissioner Lumon May's discretionary money (Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201).
 - 17. Approving Commissioner Lumon May's request to use \$2,000 from his discretionary money for the Light Up Learning Fundraiser event to support Early Brain Development scheduled for Thursday, June 21, 2018, at the De Luna Winery, 116 East Gonzalez Street, Pensacola, Florida (Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201).
 - 18. Approving Commissioner Lumon May's request to allocate \$1,000 from his discretionary money for the National Association for the Advancement of Colored People's (NAACP) 28th Annual Freedom Fund Banquet that will be held on Saturday, August 11, 2018, at 7:00 p.m., at the Army National Guard Armory, 8790 Grow Drive, Pensacola, Florida (Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201).

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-19. Approval of Various Consent Agenda Items Continued
 - 19. Approving Commissioner Lumon May's request to use \$1,000 from his discretionary money for Movement for Change's 18th Annual Freedom Is Not Free Banquet that will be held on Friday, June 22, 2018, from 6:00 p.m. until 8:00 p.m., at It's Personal Venue, 2608 West Cervantes Street, Pensacola, Florida.
 - 10. Construction Funding for the Casino Beach Parking Lot Expansion Project

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, taking the following action concerning construction funding for the Casino Beach Parking Lot Expansion Project, the Bob Sikes Pier Improvements Project, and the Pensacola Beach Boulevard Access Road Project (Funding: LOST [Local Option Sales Tax] IV 2019 Public Works Transportation Funds - \$1,600,000 - Phase II PB CMP, and BSB Toll Reserves Fund 167 Cost Center 140302 - \$1,200,000 - Bob Sikes Pier Improvements and Pensacola Beach Boulevard Access Road Projects):

- A. Approving the request to advance the 2019 LOST IV Public Works Transportation Funds for the Casino Beach Parking Lot Expansion Project (Phase II of the Pensacola Beach Congestion Management Plan);
- B. Approving the use of Bob Sikes Bridge Toll Reserves, as requested by Commission District 4, for the National Resource Damage Assessment Bob Sikes Pier Improvements Project; and
- C. Approving the use of Bob Sikes Bridge Toll Reserves, as requested by Commission District 4, for the Pensacola Beach Boulevard Access Road Project.

Speaker(s):

Melissa Pino Matt Charlie Rotenberry Kelly Michael Pinzone

Matt Lafon Kelly Hogrebe

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

III. FOR DISCUSSION

1. Acquisition of Real Property

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner May temporarily out of Board Chambers, approving, in accordance with Section 46-139 of the Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirement, the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area Project; this property is located in Commission District 5 (Funding Source: Fund 352, LOST [Local Option Sales Tax] III, Cost Center 210120, Object Code 56101, Project #16EN3595):

A. Authorizing the purchase of the following parcel, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price (averaged appraised value)
Jacob T. and Amber S. Hutchins	3020 Ashbury Lane	1.03 acres	\$412,500

- B. Approving the Contract for Sale and Purchase for the acquisition of real property in the Bristol Park-Ashbury Hills Subdivision;
- C. Authorizing the payment of documentary stamp taxes and recording fees pursuant to HMGP guidelines; and
- D. Authorizing 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 this acquisition, without further action of the Board.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Acceptance of Two Deeds

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, accepting two Deeds from DSLD Homes, LLC, for a portion of two parcels located in the northwest corner of West Kingsfield Road and County Road 297-A, for the intersection improvement project; the County Attorney asks that the Board note that proceeding with this Recommendation requires acceptance of imperfect title; however, the perfection of title, even if possible to accomplish, would result in a significant delay to this project; this property is located in Commission District 5 (Funding Source: Fund 352, "LOST [Local Option Sales Tax] III," Cost Center 210107, Object Code 56101, Project #16EN3495).

3. Acquisition of Real Property

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, taking the following action regarding the acquisition of real property, located at 621 South Navy Boulevard (approximately 0.19 acres), from David Toellner and Natalie Toellner, through the Defense Infrastructure Grant; this property is located in Commission District 2 (Funding: Fund 110, Other Grants and Projects, Cost Center 221019 - \$187,876, and Fund 110, Cost Center 221020 - \$11,624):

- A. Authorizing the purchase of real property, located at 621 South Navy Boulevard (approximately 0.19 acres), from David Toellner and Natalie Toellner, for a purchase price of \$199,500;
- B. Approving the Contract for Sale and Purchase for the acquisition of real property at 621 South Navy Boulevard (approximately 0.19 acres), from David Toellner and Natalie Toellner; and
- C. Authorizing the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

III. FOR DISCUSSION – Continued

4. Acquisition of Real Property

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, taking the following action regarding the acquisition of real property through the Defense Infrastructure Grant; this property is located in Commission District 2 (Funding: Fund 110, Other Grants and Projects, Cost Center 221015 \$106,761, and Fund 110, Cost Center 221019 \$8,239):

A. Authorizing the purchase of the following three parcels of real property located behind the 9600 Block of Westgate Circle, totaling 45.28 acres, from MLC, LLC, for a purchase price of \$115,000;

Property Owner	Parcel Reference Number
MLC, LLC	18-3S-31-1101-000-001
MLC, LLC	18-3S-31-1101-000-002
MLC, LLC	18-3S-31-2000-000-001

- B. Approving the Contract for Sale and Purchase for the acquisition of real property located behind the 9600 Block of Westgate Circle (45.28 acres), from MLC, LLC; and
- C. Authorizing the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of these properties, without further action of the Board.

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

III. <u>FOR DISCUSSION</u> – Continued

5. Law Enforcement Trust Fund

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, approving the following allocations of Law Enforcement Trust (LET) Funds per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018; upon approval of these funding allocations the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller (Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201):

- A. The King Richard Foundation, Inc., in the amount of \$1,000;
- B. Pathways for Change, in the amount of \$5,000;
- C. Movement for Change, Inc., in the amount of \$1,000;
- D. FamiliesFirst Network of Lakeview, in the amount of \$1,000; and
- E. Milk and Honey Outreach Ministries, Inc., in the amount of \$1,000.

6. Northwest District 1 Advisory Committee

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried 4-1, with Commissioner Underhill voting "no," taking the following action concerning the establishment of the Northwest District 1 Advisory Committee:

- A. Adopting the Resolution [R2018-63] establishing the Northwest District 1 Advisory Committee and providing an effective date;
- B. Authorizing the Chairman to sign the Resolution; and
- C. Authorizing the District 1 Commissioner to nominate a 9-member Advisory Committee with members subject to the Board's confirmation.

Speaker(s):

Theresa Blackwell

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

III. <u>FOR DISCUSSION</u> – Continued

7. 13th Annual National Dump the Pump Day

Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, approving free rides for all Escambia County Area Transit routes on June 21, 2018, in honor of the 13th Annual National Dump the Pump Day in Escambia County; approval of free rides would have an impact of farebox revenue loss totaling \$2,200, based on the revenues collected on Dump the Pump Day 2017.

<u>COUNTY ATTORNEY'S REPORT</u> – Alison Rogers, County Attorney

I. FOR ACTION

1. Property Exchange with Brownsville Assembly of God

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following actions concerning a property exchange with the Brownsville Assembly of God Church:

- A. Adopting a Resolution [R2018-64] approving the conveyance of a County-owned parcel (approximately 0.12 acres) in exchange for a Public Parking Easement over a portion of an existing parking lot (approximately 0.65 acres) owned by Brownsville Assembly of God Church, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase and the Contract for Sale and Purchase included with this recommendation;
- B. Releasing the County's surface access rights associated with the retained fractional interest in the phosphates, minerals, metals, and petroleum in that parcel to be conveyed by the County, as provided in Section 270.11(3), Florida Statutes;
- C. Authorizing the payment of incidental expenses necessary to complete the exchange; and
- D. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the exchange without further action from the Board.

COUNTY ATTORNEY'S REPORT – Continued

I. <u>FOR ACTION</u> – Continued

2. Approval of a Settlement

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving a Workers' Compensation Case settlement, in the sum of \$40,000.00, to Vanessa Borque, of which the Board would be responsible for paying \$20,000.00.

II. FOR INFORMATION

1. U.S. Bank National Association v. McIntyre, Bobby L., et al.

The Board took no action regarding the recommendation that the Board accept the following information in the matter of *U.S. Bank National Association v. McIntyre, Bobby L., et al.*; Case No.: 2016 CA 001607:

Escambia County was previously joined as a Defendant in the above referenced foreclosure action involving certain real property owned by Bobby L. McIntyre. The County retained an interest in the property by virtue of an Affordable Housing Initiative New Construction HHRP 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 of the Circuit Court and Comptroller. Upon the County's Motion for Disbursement of Surplus, the County recovered the surplus funds held in the court's registry totaling \$7,506.83, as partial satisfaction of the County's interest.

ITEMS ADDED TO THE AGENDA - COMMISSIONER GROVER C. ROBINSON, IV

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, approving Commissioner Robinson's two Add-On Items, as follows:

- 1. Confirming Commissioner Grover C. Robinson, IV's appointment of Paul Viksne to the Disability Awareness Committee, effective June 7, 2018, replacing Warren Jernigan, who recently passed away; this appointment will run concurrent with Commissioner Robinson's term of office or at his discretion.
- 2. Confirming Commissioner Grover C. Robinson, IV's appointment of Jesse Casey to the Escambia County Mass Transit Advisory Committee, effective June 7, 2018; this appointment will run concurrent with Commissioner Robinson's term of office or at his discretion.

ITEMS ADDED TO THE AGENDA - COMMISSIONER STEVEN L. BARRY

1. Committee Appointment

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, confirming Commissioner Steven L. Barry's appointment of Kathleen Wilks to the Disabilities Awareness Committee, effective June 7, 2018, replacing Melvin Gaylard; this appointment will run concurrent with Commissioner Barry's term of office or at his discretion.

ITEMS ADDED TO THE AGENDA - COMMISSIONER LUMON J. MAY

Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, approving Commissioner May's four Add-On Items, as follows:

- 1. Approving \$700 from Commissioner Lumon May's discretionary money for the Gathering Awareness and Book Center for the Kitra Matindavis' "A Peace...For You" Book Discussion and Signing event held on June 2, 2018 (Funding: Discretionary Money, Fund 001, Cost Center 110101, Object Code 58201).
- 2. Approving \$1,200 from Commissioner Lumon May's 4th Cent Tourist Development Tax (TDT) money for Sisters Anointed to Lead Together, Inc., to host a teen girls overnight mentoring retreat on August 5-8, 2018, for teen girls 13-18 years old (Funding: 4th Cent TDT, Fund 108, Cost Center 150105, Object Code 58201).
- 3. Approving \$5,000 from Commissioner Lumon May's 4th Cent Tourist Development Tax (TDT) money for the General Daniel Chappie James Flight Academy to assist with the purchase of simulators and operating expenses (Funding: 4th Cent TDT, Fund 108, Cost Center 150105, Object Code 58201).
- 4. Approving \$300 from Commissioner Lumon May's 4th Cent Tourist Development Tax (TDT) money for the City Streets to Student Athletes, Inc., to participate in the Annual Nick Saban Football Camp that was held on June 3-5, 2018 (Funding: 4th Cent TDT, Fund 108, Cost Center 150105, Object Code 58201).

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>ANNOUNCEMENTS</u> – None.

Approved: June 21, 2018

<u>ADJOURNMENT</u>

There being no further business to come before the Board, Chairman Bergosh declared the Regular Meeting of the Board of County Commissioners adjourned at 10:17 p.m.

BOARD OF COUNTY COMMISSIONERS

	ESCAMBIA COUNTY, FLORIDA
ATTEST:	_
Pam Childers	By: Jeff Bergosh, Chairman
Clerk of the Circuit Court & Comptroller	
Deputy Clerk	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14282 Growth Management Report 13. 1.

BCC Regular Meeting Public Hearing

Meeting Date: 06/21/2018

Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an

Ordinance Amending OBJ CIE 1.2.5 and FLU 1.5.2 in the 2030

Comprehensive Plan

From: Horace Jones, Director Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending OBJ CIE 1.2.5 and FLU 1.5.2 in the 2030 Comprehensive Plan

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Comprehensive Plan, to remove the fiscal year and adoption specific dates from the Florida-Alabama Transportation Improvement Program, under section OBJ CIE 1.2.5., and to delete in its entirety, section FLU 1.5.2, Compact Development and Maximum Densities and Intensities.

This hearing serves as the second of two public hearings before the BCC.

BACKGROUND:

Pursuant to Section 125.68(1)(b), Florida Statutes, the BCC has determined that due to the frequency of the updates incorporation of the Florida-Alabama Transportation Planning Organization 5-Year Transportation Improvement Program (TIP) codification and publication of the updates is not reasonable. Adoption of the TIP and School District Work Plan documents occurs annually. Removing the adoption and date specific information of the document from the Comprehensive Plan, will continue to fulfill the goals and objectives of the Comprehensive Plan, and the intent of the Land Development Code, and will negate the requirement for an annual Comprehensive Plan Text Amendment to update that specific data.

The Board of County Commissioners had previously adopted Ordinance 2015-45, on October 15, 2015, removing the minimum residential densities from all Future Land Use categories. Once the ordinance was adopted, the intent of FLU 1.5.2, no

longer applies, as the FLU categories of MU-S and MU-U have the same density allowances.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan, will be filed with the Department of State following adoption by the board.

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

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

	Attachments
<u>Draft Ordinance</u>	
Clean Ordinance	

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2018-01				
Date: 1-29-2018				
Date requested back by:				
Requested by: Juan Lemos				
Phone Number:				
(LEGAL USE ONLY)				
Legal Review by Chambord				
Date Received: 21418				
Approved as to form and legal sufficiency.				
Not approved.				
Make subject to legal signoff.				
Additional comments:				

1	ORDINANCE NUMBER 2018
2	
3	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE
4	ESCAMBIA COUNTY 2030 COMPREHENSIVE PLAN, AS AMENDED;
5	AMENDING OBJ CIE 1.2.5, INCORPORATION OF FLORIDA-
6	ALABAMA TRANSPORTATION PLANNING ORGANIZATION 5-YEAR
7	TRANSPORTATION IMPROVEMENT PROGRAM, TO REMOVE REFERENCE TO FISCAL YEAR 2016-2020 AND TO REMOVE
8 9	REFERENCE TO FISCAL TEAR 2010-2020 AND TO REMOVE REFERENCE TO JUNE 10, 2015; DELETING FLU 1.2.5, COMPACT
10	DEVELOPMENT AND MAXIMUM DENSITIES AND INTENSITIES, IN
11	ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR
12	INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE
13	DATE.
14	
15	WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County
16	adopted its Comprehensive Plan on April 29, 2014; and
17	
18	WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County
19	Commissioners of Escambia County, Florida to prepare, amend and enforce
20	comprehensive plans for the development of the County; and
21 22	WHEREAS, pursuant to Section 125.68(1)(b), Florida Statutes, the Board of
22 23	County Commissioners has determined that due to the frequency of the updates
23 24	incorporation of the Florida-Alabama Transportation Planning Organization 5-Year
25	Transportation Improvement Program codification and publication of the updates is not
26	reasonable; and
27	
28	WHEREAS, the Board of County Commissioners had previously adopted
29	Ordinance 2015-45, on 15 October 2015 removing the minimum residential densities
30	from all Future Land Use categories;
31	NOW THEREFORE BE IT ORDAINED by the Board of County Commission or
32	NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners
33	of Escambia County, Florida, as follows:
34	Section 1. Purpose and Intent
35	This Ordinance is enacted to carry out the purpose and intent of, and exercise the
36	authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
37	Florida Statutes.

BCC: 06-21-18 Re: CPA-2018-01 Draft BCC

38

39

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan Amendment shall be entitled- "CPA 2018-01."

1	Section 3. Amendment to OBJ CIE 1.2.5
2 3 4	OBJ CIE 1.2.5 is hereby amended as follows: (deletions shown as strike-thru; additions are <u>underlined</u>)
5 6 7 8 9 10 11 12 13 14	OBJ CIE 1.2.5 Incorporation of Florida-Alabama Transportation Planning Organization 5-Year Transportation Improvement Program. The County hereby incorporates by reference the Florida-Alabama Transportation Planning Organization (TPO), Fiscal Year 2016-2020 Transportation Improvement Program (TIP), as adopted June 10, 2015. The TIP provides a project listing that reflects the needs and desires of the TPO Study Area. The TIP is a 5-Year plan for transportation improvements within the TPO Study Area that contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The TIP is developed by the FL-AL TPO in cooperation with the Florida Department of Transportation (FDOT), the Alabama Department of Transportation (ALDOT), and the respective local governments within the TPO region.
16	Section 4. Amendment to FLU 1.5.2
17 18 19 20 21 22 23 24	FLU 1.5.2 is hereby amended as follows: (deletions shown as strike-thru; additions are underlined) FLU 1.5.2 Compact Development and Maximum Densities and Intensities. To ensure that developments are designed to be compact and to accommodate travel mode choice-especially for short, local trips-the County will require minimum densities in the MU-S Future Land Use category and encourage the maximum densities and intensities in the MU-U Future Land Use category.
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26	
27	INTENTIONALLY LEFT BLANK
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29 30	
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BCC: 06-21-18 Re: CPA-2018-01 Draft BCC

1	Section 5. Effective Date.	
2	This Ordinance shall become effective upo	on filing with the Department of State.
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4	DONE AND ENACTED this day of _	, 2018.
5		
6		BOARD OF COUNTY COMMISSIONERS
7		ESCAMBIA COUNTY, FLORIDA
8		
9		By:
10		Jeff Bergosh, Chairman
11		
12	ATTEST: PAM CHILDERS	
13	Clerk of the Circuit Court	
14		
15	By:	
16	Deputy Clerk	
17	(SEAL)	
18		
19	ENACTED:	
20	FILED WITH THE DEPARTMENT OF ST	ATE:
21	EFFECTIVE DATE:	

BCC: 06-21-18 Re: CPA-2018-01 Draft BCC

ORDINANCE NUMBER 2018-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY 2030 COMPREHENSIVE PLAN, AS AMENDED; AMENDING OBJ CIE 1.2.5, INCORPORATION OF FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION 5-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, TO REMOVE REFERENCE TO FISCAL YEAR 2016-2020 AND TO REMOVE REFERENCE TO JUNE 10, 2015; DELETING FLU 1.2.5, COMPACT DEVELOPMENT AND MAXIMUM DENSITIES AND INTENSITIES, IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, pursuant to Section 125.68(1)(b), Florida Statutes, the Board of County Commissioners has determined that due to the frequency of the updates incorporation of the Florida-Alabama Transportation Planning Organization 5-Year Transportation Improvement Program codification and publication of the updates is not reasonable; and

WHEREAS, the Board of County Commissioners had previously adopted Ordinance 2015-45, on 15 October 2015 removing the minimum residential densities from all Future Land Use categories;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan Amendment shall be entitled- "CPA 2018-01."

Section 3. Amendment to OBJ CIE 1.2.5

OBJ CIE 1.2.5 is hereby amended as follows: (deletions shown as strike-thru; additions are <u>underlined</u>)

Organization 5-Year Transportation Improvement Program. The County hereby incorporates by reference the Florida-Alabama Transportation Planning Organization (TPO), Fiscal Year 2016-2020 Transportation Improvement Program (TIP), as adopted June 10, 2015. The TIP provides a project listing that reflects the needs and desires of the TPO Study Area. The TIP is a 5-Year plan for transportation improvements within the TPO Study Area that contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The TIP is developed by the FL-AL TPO in cooperation with the Florida Department of Transportation (FDOT), the Alabama Department of Transportation (ALDOT), and the respective local governments within the TPO region.

Section 4. Amendment to FLU 1.5.2

FLU 1.5.2 is hereby amended as follows: (deletions shown as strike-thru; additions are underlined)

FLU 1.5.2 Compact Development and Maximum Densities and Intensities. To ensure that developments are designed to be compact and to accommodate travel mode choice-especially for short, local trips-the County will require minimum densities in the MU-S Future Land Use category and encourage the maximum densities and intensities in the MU-U Future Land Use category.

INTENTIONALLY LEFT BLANK

Section 5. E	Effective Date.	
This Ordinar	nce shall become effective upor	n filing with the Department of State.
DONE AND	ENACTED this day of	, 2018.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		By: Jeff Bergosh, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court	
	By:	
(SEAL)	Dopaty Cloth	
ENACTED:	I THE DEPARTMENT OF STA	TE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14280 Growth Management Report 13. 2.

BCC Regular Meeting Public Hearing

Meeting Date: 06/21/2018

Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an

Ordinance Amending LDC Chapter 3, Regarding HC/LI Uses

From: Horace Jones, Director Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 3, Regarding HC/LI Uses

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU, reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning.

This hearing serves as the second of two public hearings.

BACKGROUND:

To maintain its intent, the Industrial FLU appropriately prohibits all new residential development. Similarly, the Commercial FLU only permits residential development if secondary to a primary commercial development. However, for any HC/LI zoning outside of the Industrial FLU, all new residential uses currently must be part of a predominantly commercial development, even within a FLU intended for a mix of residential and non-residential uses (i.e., MU-U). Reducing the HC/LI residential limit to only the Commercial FLU will eliminate an unnecessary constraint on new residential use of parcels that are already within HC/LI.

Additionally, as part of current HC/LI provisions, a larger minimum commercial-oriented side structure setback is not necessary for single-family dwellings within the district. In a separate HC/LI provision unrelated to residential uses, the prohibition of microbreweries, microdistillaries, and microwineries where the former zoning was ID-CP or ID-1 was also unnecessary because both districts

allowed such light industrial uses.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommendations or legal sufficiency comments made in that review are also attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment of the LDC requires public hearing review and recommendation by the Board prior to action by the BCC. The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the BCC.

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

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

	Attachments	
Draft Ordinance		
Clean Ordinance		

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Ordinance, HC/LI res	sidential and industrial use	
Date: 04-05-18		
Date requested back by:	04-09-2018	
Requested by: Griffin Vickery		
Phone Number:		
(LEGAL USE ONLY)		
Legal Review by M. Willy	ford	
Legal Review by M. WW		
Approved as to form	and legal sufficiency.	
Not approved.		
Make subject to legal	signoff.	
Additional comments:		

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AN ORDINANCE OF ESCAMBIA COUNTY. FLORIDA. AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, ARTICLE 2, MAINLAND DISTRICTS, SECTION 3-2.11, HEAVY LIGHT COMMERCIAL AND INDUSTRIAL DISTRICT (HC/LI). PERMITTED USES, TO REQUIRE NEW RESIDENTIAL USES TO BE PART OF PREDOMINANTLY COMMERCIAL DEVELOPMENT ONLY THE COMMERCIAL FLU. (COM) TO MICROBREWERIES, MICRODISTILLARIES, AND MICROWINERIES WITHIN HC/LI REGARDLESS OF PRIOR ZONING, AND TO REDUCE THE MINIMUM STRUCTURE SIDE SETBACKS FOR SINGLE-FAMILY DWELLINGS: PROVIDING FOR SEVERABILITY: PROVIDING FOR INCLUSION IN THE CODE: AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

22 23 24

WHEREAS, the Escambia County Board of County Commissioners finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

WHEREAS, the Board has, within the regulations of the Land Development Code, established zoning districts to implement the general land development patterns prescribed by the future land use categories of the Comprehensive Plan; and

WHEREAS, residential development is appropriately included among the allowed uses of several future land use categories, but new residential development is prohibited within the Industrial (I) category and only allowed within the Commercial (C) category if secondary to non-residential uses; and

WHEREAS, microbreweries, microdistilleries, and microwineries are light industrial uses that were appropriate within the former Commerce Park (ID-CP) and Light Industrial (ID-1) zoning districts prior to their consolidation within the Heavy Commercial and Light Industrial (HC/LI) district; and

WHEREAS, greater commercial-oriented minimum side structure setbacks are not necessary for single-family dwellings authorized within the HC/LI district;

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

- Section 1. Part III of the Escambia County Code of Ordinances, the Land Development
- 2 Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts,
- Section 3-2.11, Heavy Commercial and Light Industrial district (HC/LI), is hereby amended as follows (words underlined are additions and words stricken are deletions):

- Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).
 - (a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.
 - (b) Permitted uses. If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned General Commerce District (C-2), Gateway Business District (GBD), Gateway Industrial District (GID), Industrial District (ID-1), or Industrial District Commerce Park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the Commercial (COM) zoning district as prescribed in the preceding section of this article. Therefore, for any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the permitted uses are limited to the following:
 - (1) Residential. Any residential uses if-outside of the Industrial (I) future land use category-and, but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.
 - (2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.
 - (3) Retail services.
 - **a.** Car washes, automatic or manual, full service or self-serve.
 - **b.** Child care facilities.
 - **c.** Hotels, motels and all other public lodging, including boarding and rooming houses.

- d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.
 - e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
 - **f.** Rental of automobiles, trucks, utility trailers and recreational vehicles.
 - g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.
 - h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.
 - i. Taxi and limousine services.
 - See also conditional uses in this district.

(4) Public and civic.

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- **a.** Broadcast stations with satellite dishes and antennas, including towers.
- **b.** Cemeteries, including family cemeteries.
- c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
 - **d.** Educational facilities, including preschools, K-12, colleges, and vocational schools.
 - **e.** Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
 - **f.** Funeral establishments.
 - **q.** Homeless shelters.
 - **h.** Hospitals.
 - i. Offices for government agencies or public utilities.
 - **j.** Places of worship.
 - **k.** Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.
- 34 See also conditional uses in this district.
 - (5) Recreation and entertainment.

- a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.
 - b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.
 - **c.** Marinas, private and commercial.
 - **d.** Parks, with or without permanent restrooms or outdoor event lighting.
 - See also conditional uses in this district.
 - **(6) Industrial and related.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.
 - **a.** Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.
 - **b.** Marinas, industrial, not allowed within MU-S.
 - **c.** Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA-or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning, not allowed within MU-S.
 - See also conditional uses in this district.
 - (7) Agricultural and related.
 - **a.** Food produced primarily for personal consumption by the producer, but no farm animals.
 - **b.** Nurseries and garden centers, including adjoining outdoor storage or display of plants.
 - **c.** Veterinary clinics, excluding outside kennels.
- 32 See also conditional uses in this district.
 - **(8) Other uses.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.
 - **a.** Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.
 - **b.** Building or construction trades shops and warehouses, including on-site outside storage.

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- c. Bus leasing and rental facilities, not allowed within MU-S.
 - d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.
 - **e.** Outdoor adjacent display of plants by garden shops and nurseries.
 - f. Outdoor sales.

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- **g.** Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.
 - **h.** Parking garages and lots, commercial, not allowed within MU-S.
 - i. Sales and outdoor display of prefabricated storage sheds.
 - **j.** Self-storage facilities, including vehicle rental as an accessory use.
- (c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. However, if within the Mixed-Use Suburban (MU-S) future land use category and previously zoned Gateway Business District (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD, the conditional uses are limited to those of the Commercial (Com) district as prescribed in the preceding section of this article:
 - (1) Residential. Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.
 - (2) Retail services. Restaurants not among the permitted uses of the district.
- (3) Public and civic. Cinerators.
- 22 (4) Recreation and entertainment.
 - **a.** Motorsports facilities on lots 20 acres or larger.
 - **b.** Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.
 - **c.** Shooting ranges, outdoor.
 - (5) Industrial and related, not allowed within MU-S.
 - **a.** Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.
 - **b.** Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.
 - **c.** Salvage yards not otherwise requiring approval as solid waste processing facilities.

- d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.
 The conditional use determination for any of these solid waste facilities shall
 - The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

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- 1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.
- 2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.
- **3.** The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.
- 4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.
- (6) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.
- (7) Other uses.
 - a. Structures of permitted uses exceeding the district structure height limit.
 - **b.** Heliports.
- (d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:
 - (1) **Density.** A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.
 - (2) Floor area ratio. A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).
 - (3) Structure height. A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

- **(4) Lot area.** No minimum lot area unless prescribed by use.
 - (5) Lot width. No minimum lot width required by zoning.
 - (6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of nonresidential uses.
 - (7) Structure setbacks. For all principal structures, minimum setbacks are:
 - a. Front and rear. Fifteen feet in both front and rear.
 - b. Sides. On each side of a single-family detached dwelling, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures Ten feet on each side, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.
 - **c.** Corner lots. Will have one front setback and one side setback.
 - (8) Other requirements.

- a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.
- **b.** Parcels within MU-S previously zoned GBD. For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility.
- **c.** Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.
- (e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria; except properties that were previously zoned GBD and were exempt from locational criteria:
 - (1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.
 - (2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:
 - a. Not abutting a RR, LDR or MDR zoning district

- **c.** A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.
- **d.** Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
- **e.** Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
- (3) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
 - **a.** The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
 - **b.** If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) Rezoning to HC/LI.

- (1) Generally. Heavy Commercial and Light Industrial zoning may be established by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.
- (2) HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

1	Section 2.	Severability.		
2 3 4	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 wa affect the validity of the remaining portions of this Ordinance.			
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6	Section 3.	Inclusion in Code.		
7 8 9 10 11	It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.			
12				
13	Section 4.	Effective Date.		
14	This Ordinan	ce shall become effective u	pon filing v	vith the Department of State.
15				
16	DONE AND I	ENACTED this day o	f	, 2018.
17				
18			ВОА	RD OF COUNTY COMMISSIONERS
19			ESC	AMBIA COUNTY, FLORIDA
20				
21			By:	
22				Jeff Bergosh, Chairman
23				
24	ATTEST:	PAM CHILDERS		
25		Clerk of the Circuit Court		
26				
27		By:		
28		Deputy Clerk		
29	(SEAL)			
30				
31	ENACTED:			
32	FILED WITH	THE DEPARTMENT OF S	TATE:	
33	EFFECTIVE	DATE:		

BCC 06-07-18

Re: HC/LI residential & microbreweries

Draft BCC-1

ORDINANCE NUMBER 2018-____

AN ORDINANCE OF ESCAMBIA COUNTY. FLORIDA. AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, ARTICLE 2, MAINLAND DISTRICTS, SECTION 3-2.11, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI). PERMITTED USES, TO REQUIRE NEW RESIDENTIAL USES TO BE PART OF PREDOMINANTLY COMMERCIAL DEVELOPMENT ONLY COMMERCIAL THE FLU. TO (COM) MICROBREWERIES, MICRODISTILLARIES, AND MICROWINERIES WITHIN HC/LI REGARDLESS OF PRIOR ZONING, AND TO REDUCE THE MINIMUM STRUCTURE SIDE SETBACKS FOR SINGLE-FAMILY DWELLINGS: PROVIDING FOR SEVERABILITY: PROVIDING FOR INCLUSION IN THE CODE: AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

WHEREAS, the Board has, within the regulations of the Land Development Code, established zoning districts to implement the general land development patterns prescribed by the future land use categories of the Comprehensive Plan; and

WHEREAS, residential development is appropriately included among the allowed uses of several future land use categories, but new residential development is prohibited within the Industrial (I) category and only allowed within the Commercial (C) category if secondary to non-residential uses; and

WHEREAS, microbreweries, microdistilleries, and microwineries are light industrial uses that were appropriate within the former Commerce Park (ID-CP) and Light Industrial (ID-1) zoning districts prior to their consolidation within the Heavy Commercial and Light Industrial (HC/LI) district; and

WHEREAS, greater commercial-oriented minimum side structure setbacks are not necessary for single-family dwellings authorized within the HC/LI district;

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

<u>Section 1.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, Section 3-2.11, Heavy Commercial and Light Industrial district (HC/LI), is hereby amended as follows (words <u>underlined</u> are additions and words <u>stricken</u> are deletions):

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

- (a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.
- (b) Permitted uses. If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned General Commerce District (C-2), Gateway Business District (GBD), Gateway Industrial District (GID), Industrial District (ID-1), or Industrial District Commerce Park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the Commercial (COM) zoning district as prescribed in the preceding section of this article. Therefore, for any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the permitted uses are limited to the following:
 - (1) Residential. Any residential uses if-outside of the Industrial (I) future land use category-and, but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.
 - (2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

- **a.** Car washes, automatic or manual, full service or self-serve.
- **b.** Child care facilities.
- **c.** Hotels, motels and all other public lodging, including boarding and rooming houses.
- **d.** Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

- **e.** Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
- f. Rental of automobiles, trucks, utility trailers and recreational vehicles.
- **g.** Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.
- h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.
- i. Taxi and limousine services.

See also conditional uses in this district.

(4) Public and civic.

- **a.** Broadcast stations with satellite dishes and antennas, including towers.
- **b.** Cemeteries, including family cemeteries.
- **c.** Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
- **d.** Educational facilities, including preschools, K-12, colleges, and vocational schools.
- **e.** Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
- **f.** Funeral establishments.
- **g.** Homeless shelters.
- **h.** Hospitals.
- i. Offices for government agencies or public utilities.
- j. Places of worship.
- **k.** Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in

- areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.
- **b.** Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.
- c. Marinas, private and commercial.
- **d.** Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

- **(6) Industrial and related.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.
 - **a.** Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.
 - **b.** Marinas, industrial, not allowed within MU-S.
 - **c.** Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA-or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning, not allowed within MU-S.

See also conditional uses in this district.

(7) Agricultural and related.

- **a.** Food produced primarily for personal consumption by the producer, but no farm animals.
- **b.** Nurseries and garden centers, including adjoining outdoor storage or display of plants.
- **c.** Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

- (8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.
 - **a.** Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.
 - **b.** Building or construction trades shops and warehouses, including on-site outside storage.
 - **c.** Bus leasing and rental facilities, not allowed within MU-S.
 - **d.** Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.
 - e. Outdoor adjacent display of plants by garden shops and nurseries.

- f. Outdoor sales.
- **g.** Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.
- **h.** Parking garages and lots, commercial, not allowed within MU-S.
- i. Sales and outdoor display of prefabricated storage sheds.
- **j.** Self-storage facilities, including vehicle rental as an accessory use.
- (c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. However, if within the Mixed-Use Suburban (MU-S) future land use category and previously zoned Gateway Business District (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD, the conditional uses are limited to those of the Commercial (Com) district as prescribed in the preceding section of this article:
 - (1) Residential. Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.
 - (2) Retail services. Restaurants not among the permitted uses of the district.
 - (3) Public and civic. Cinerators.
 - (4) Recreation and entertainment.
 - a. Motorsports facilities on lots 20 acres or larger.
 - **b.** Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.
 - **c.** Shooting ranges, outdoor.
 - (5) Industrial and related, not allowed within MU-S.
 - **a.** Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.
 - b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.
 - **c.** Salvage yards not otherwise requiring approval as solid waste processing facilities.
 - **d.** Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.
 - The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of

anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

- 1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.
- 2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.
- **3.** The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.
- 4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.
- **(6) Agricultural and related.** Kennels or animal shelters not interior to veterinary clinics.
- (7) Other uses.
 - a. Structures of permitted uses exceeding the district structure height limit.
 - **b.** Heliports.
- (d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:
 - (1) **Density.** A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.
 - (2) Floor area ratio. A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).
 - (3) Structure height. A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.
 - (4) Lot area. No minimum lot area unless prescribed by use.
 - **(5) Lot width.** No minimum lot width required by zoning.
 - (6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of nonresidential uses.
 - (7) Structure setbacks. For all principal structures, minimum setbacks are:

- a. Front and rear. Fifteen feet in both front and rear.
- b. Sides. On each side of a single-family detached dwelling, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures Ten feet on each side, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.
- **c.** Corner lots. Will have one front setback and one side setback.

(8) Other requirements.

- a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.
- **b.** Parcels within MU-S previously zoned GBD. For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility.
- **c.** Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.
- (e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria; except properties that were previously zoned GBD and were exempt from locational criteria:
 - (1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.
 - (2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:
 - **a.** Not abutting a RR, LDR or MDR zoning district
 - **b.** Any intrusion into a recorded residential subdivision is limited to a corner lot
 - **c.** A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.
 - **d.** Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

- e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
- (3) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
 - **a.** The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
 - **b.** If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) Rezoning to HC/LI.

- (1) Generally. Heavy Commercial and Light Industrial zoning may be established by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.
- (2) HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

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 F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4.	Effective Date.				
This Ordinar	nce shall become ef	ffective upoi	n filing v	with the Department of State.	
DONE AND	ENACTED this	day of _		, 2018.	
				ARD OF COUNTY COMMISSION AMBIA COUNTY, FLORIDA	NERS
			By: _		
				Jeff Bergosh, Chairman	
ATTEST:	PAM CHILDERS				
	Clerk of the Circu	uit Court			
	Ву:				
	Deputy Cle	erk			
(SEAL)					
ENACTED:					
FILED WITH	THE DEPARTME	NT OF STA	TE:		
EFFECTIVE	DATE:				



Al-14259 County Administrator's Report 13. 1.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 06/21/2018

Issue: Walmart Foundation Grant Correspondence Letter **From:** SELINA BARNES, Interim Director of Corrections

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Walmart Foundation Correspondence Letter
Identifying and Authorizing the Department of Corrections' Eligibility to Apply for a Grant
on Behalf of the Board of County Commissioners - Selina Barnes, Interim Director of
Corrections

That the Board take the following action regarding the Walmart Foundation Grant correspondence letter:

A. Approve the Walmart Foundation Grant correspondence letter; and

B. Authorize the Chairman to sign the Walmart Foundation Grant correspondence letter.

BACKGROUND:

The Department of Corrections is interested in applying for a grant from the Walmart Foundation. However, to create an online account and access the Foundation's application, the Foundation requires that a letter be provided from the Board Chair that identifies the department as an organization within the Board of County Commissioners' organization and that it is authorized to apply for a grant on the Board's behalf.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Though the County Attorney's office is not required to sign-off on Board correspondence, Kristin Hual, Assistant County Attorney, has reviewed the letter with no objections noted.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Correspondence requiring Board signature is required to be brought before the Board for authorization and signature approval.

IMPLEMENTATION/COORDINATION:

The Department of Corrections staff will coordinate with the Walmart Foundation on any and all grant requirements with respect to the submission of this letter.

Attachments

Walmart Correspondence letter



Board of County Commissioners • Escambia County, Florida

Jeff Bergosh, Chairman Board of County Commissioners

June 21, 2018

Walmart Foundation 702 S.W. 8th Street Department 8687, No. 0555 Bentonville, Arkansas 72716-0555

To Whom It May Concern:

Please allow this letter to serve as verification that the Escambia County Department of Corrections is a recognized Department within the Escambia County Board of County Commissioner's organization.

The Board of County Commissioners authorizes the Department of Corrections to apply for funding from Walmart and the Walmart Foundation for the betterment of the community and on behalf of the Board of County Commissioners.

Sincerely,

Jeff Bergosh Chairman





Al-14245 County Administrator's Report 13. 2. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 06/21/2018

Issue: Acceptance of the Firehouse Subs Public Safety Foundation

Donation of Seven (7) Automatic External Defibrillators (AEDs)

From: SELINA BARNES, Interim Director of Corrections

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of the Firehouse Subs Public Safety
Foundation Donation of Seven Automatic External Defibrillators to the Department of
Corrections - Commander Selina Barnes, Interim Director of Corrections

That the Board take the following action regarding the Firehouse Subs Public Safety Foundation donation of seven Automatic External Defibrillators (AEDs):

A. Authorize the acceptance of the AED donation from Firehouse Subs Public Safety Foundation, valued at approximately \$9,914.14; and

B. Authorize Whitney C. Lucas, Corrections Financial Manager to complete the acceptance of the donation, distribute the AEDs within the County jail as planned, and complete any final Grant Award processes and documentation requirements, in compliance with Firehouse Subs Public Safety Foundation and Board policy.

BACKGROUND:

On February 20, 2018, the Department of Corrections submitted a grant application to the Firehouse Subs Public Safety Foundation program requesting seven (7) Automatic External Defibrillators (AEDs) valued at approximately \$9,914.14. On April 3, 2018 the Firehouse Subs Public Safety Foundation identified that the county was selected to be awarded a grant for the request. On May 21, 2018 the Foundation identified that they would be purchasing the equipment and having it shipped directly to the department. At this time, it does not appear that the Foundation is looking for any media support or additional activities to take receipt of this equipment other than providing the Foundation the evidence of receipt for the AEDs once they are delivered.

These seven AEDs have been identified to be utilized within the county jail in support of inmates, visitors, and the correctional staff working within the jail facility on a daily basis. These seven AEDs will increase the number of AEDs located throughout the facility from 17 to 24 units, thus reducing the AED per inmate count from approximately one AED per 55 inmates down to one AED per 35 inmates.

Generally noted data related to AEDs include:

- Sudden cardiac arrest is a leading cause of death in the United States, according to the American Heart Association (AHA).
- About 10,000 sudden cardiac arrests occur while victims are at work according to the Occupational Safety and Health Administration (OSHA) data.
- Of the sudden cardiac arrest deaths that occur each year, estimates range from 250,000 to 400,000 deaths, more than 95% of the victims die before they reach the hospital.
- AED advocates argue that if care can be provided within five to seven minutes, survival rates can improve dramatically. Using a defibrillator on an individual in cardiac arrest increases their survival rate by 60%.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional staff is being requested or will be required to take receipt and distribute this equipment appropriately.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with Board Competitive Grant Application Policy, Section II; A.6. in acknowledging and accepting grant awards.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Corrections Finance staff will take receipt of the equipment, provide proper documentation to the Foundation to close out grant requirements, and distribute the equipment to the county jail staff for proper distribution and location within the county jail.

Attachments

No file(s) attached.



Al-14275 County Administrator's Report 13. 3.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 06/21/2018

Issue: Community Redevelopment Agency Meeting Minutes, May 17,

2018

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting

Minutes, May 17, 2018 Tonya Gant - Neighborhood & Human Services Department

Director

That the Board accept for filing with the Board's Minutes, the May 17, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On June 21, 2018, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMinute May172018



MINUTES COMMUNITY REDEVELOPMENT AGENCY

May 17, 2018 9:00 a.m.

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

Present: Lumon May, Commissioner, District 3 - Chairman

Steven Barry, Commissioner, District 5

Jeff Bergosh, Commissioner, District 1 - Vice Chair

Absent: Doug Underhill, Commissioner, District 2

Grover Robinson, IV, Commissioner, District 4

Staff Present: Jack R. Brown, County Administrator

Alison Rogers, County Attorney

Amy Lovoy, Assistant County Administrator

Tonya Gant, Department Director Clara Long, Division Manager

Melanie Johnson, Administrative Assistant

Judy Witterstaeter, Agenda Program Coordinator

Call to Order. 9:02 a.m.

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

Proof of publication

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

- I. Public Forum
- II. Technical/Public Service

1 Recommendation Concerning to Conduct a Public Hearing to Adopt a Resolution to amend the Atwood Redevelopment Area Boundaries - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning a Resolution to amend the Atwood Redevelopment Area Plan as to boundaries only:A

- A. Conduct a Public Hearing at 5:33 p.m., on Thursday, May 17, 2018, for consideration to adopt a Resolution of the Board of County Commissioners of Escambia County, Florida, pursuant to Part III, Chapter 163, Florida Statutes, amending the Atwood Redevelopment Area Plan as to boundaries only; providing for authority; providing findings and determinations; providing for severability; providing for an effective date; and
- B. Authorize the Chairman to sign and execute the Resolution.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 - Vice Chair Jeff Bergosh

Vote: 3 - 0

2 Recommendation Concerning Community Redevelopment Agency Meeting

Minutes, March 15, 2018 Tonya Gant, Neighborhood & Human Services Department

Director

That the Board accept for filing with the Board's Minutes, the March 15, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 1 - Vice Chair Jeff Bergosh, Seconded by Commissioner, District 5 Steven Barry

Vote: 3 - 0

3 Recommendation Concerning Community Redevelopment Agency Meeting

Minutes, April 17, 2018 Tonya Gant, Neighborhood & Human Services Department

Director

That the Board accept for filing with the Board's Minutes, the April 17, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 - Vice Chair Jeff Bergosh

Vote: 3 - 0

III. Budget/Finance

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

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

- A. Approve the following five Residential Rehab Grant Program Funding and Lien Agreements:
- 1. The Agreements between Escambia County CRA and Elizabeth B. Barton, owner of residential property located at 407 Labree Road, Redevelopment District, each in the amount of \$2,195, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;
- 2. The Agreements between Escambia County CRA and James R. and Gertrudes A. Pence, owners of residential property located at 1223 Poppy Avenue, Barrancas Redevelopment District, each in the amount of \$2,600, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;
- 3. The Agreements between Escambia County CRA and Clint A. and Emily P. Harris, owners of residential property located at 55 Druid Drive, Warrington Redevelopment District, each in the amount of \$1,625, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;
- 4. The Agreements between Escambia County CRA and Juanita Williams, owner of residential property located at 1125 Medford Drive, Palafox Redevelopment District, each in the amount of \$2,530, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, to replace roof;
- 5. The Agreements between Escambia County CRA and Joel D. Harris, owner of residential property located at 224 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$5,994 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and
- B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 - Vice Chair Jeff Bergosh

Vote: 3 - 0

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

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of seven Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Henry H. and Grace B. Battle	1 Greve Court	\$1,250
Angela M. Clark	301 Northwest Syrcle Drive	\$1,272
Stella Dean	1034 Old Corry Field Road	\$4,355
Dennis S. Hogg	103 Brandywine Road	\$4,150
Erik Remo	117 Southeast Kalash Road	\$2,275
Erik Remo	119 Southeast Kalash Road	\$1,745
John E. and Kathleen K. Telhiard	311 Payne Road	\$3,510

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 - Vice Chair Jeff Bergosh Motion to be Dropped and Moved to the June CRA Meeting.

Vote: 3 - 0

IV. Discussion/Information Items

Adjournment.



Al-14278 County Administrator's Report 13. 4. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 06/21/2018

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 Department Director

That the Board take the following action concerning the U.S. Department of Housing and Urban Development (HUD) Environmental Reviews for Continuum of Care Programs:

A. Authorize the County to be the responsible entity for the HUD Environmental Reviews for Continuum of Care Programs;

- B. Authorize the Neighborhood Enterprise Division to complete these reviews; and
- C. Authorize the County Administrator to sign the HUD review documents.

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 again this year for Fiscal Year (FY) 2017 projects. Last year the County served as responsible entity for three projects receiving COC funds. The BCC approved Neighborhood Enterprise performing the FY 2016 reviews last year on 7/18/17. This recommendation will cover the following projects:

- 1. Opening Doors Northwest Florida-HMIS Supportive Housing Program 2017
- 2. Opening Doors Northwest Florida-COC Planning Project Application FY2017

The forms to be signed by the County Administrator are attached for review. Opening Doors Northwest Florida (formerly EscaRosa Coalition on the Homeless) and Lakeview Center have additional projects that will be submitted under a separate recommendation.

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, the 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 Opening Doors and Lakeview Center for completion of the environmental review and subsequent submission to HUD.

Attachments

ERR- HMIS ERR-COC Planning





451 Seventh Street, SW Washington, DC 20410 www.hud.govespanol.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: HMIS Supportive Housing Program 2017

Responsible Entity: Escambia County

Grant Recipient (if different than Responsible Entity): EscaRosa Coalition on the Homeless,

Inc.

State/Local Identifier: N/A

Preparer: Christine Crespo, Escambia County, Neighborhood Enterprise Division

Certifying Officer Name and Title: Jack. R. Brown, County Administrator, Escambia County

Consultant (if applicable):

Project Location: Escambia and Santa Rosa Counties

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

This is an Homeless Management Information System (HMIS) Dedicated Project serving the Escambia and Santa Rosa County area. Currently, the HMIS Software provider is Bowman Systems. ECOH has merged with the State of Alabama creating a Southeastern alliance for client management. Escambia, Santa Rosa, Okaloosa, and Walton Counties are the only Florida HMIS jurisdictions included in this collaboration. This alliance accounts for 9 CoC jurisdictions, which includes over 263,000 thousand unduplicated clients, 503 active users, and 1,415 active projects. This consolidation has resulted in a cost savings to our CoC. The HMIS system is required by the Department of Housing and Urban Development (and others) for those entities receiving funds and serving the needs of the homeless. This ongoing grant provides the funds for the day to day operations of HMIS. This project will support HMIS costs only.

Level of Environmental Review Determination:

Activity/Project is Exempt per 24 CFR 58.34(a): (2) Information and financial services and (3) Administrative and management activities

	0.50.5	0.4 OED	EO 0 E (1)
 Activity/Project is Categorically Excluded Not Subject To	X	nor // ('H P	28 32(b)
 Activity/1 folder is Categorically Excluded from Subject 10	Q 3 0 . 3		20.22(01.

Funding Information

Grant Number	HUD Program	Funding Amount
FL0141L4H111710	Continuum of Care (COCR)	\$143,974

Estimated Total HUD Funded Amount: \$143,974

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable):

Escambia County Government/ESG2017	\$15,000
State of Florida/Unified Contract (AP010)	\$11,000
SSVF (program income)	\$11,000

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$180,974

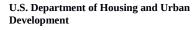
Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

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.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations			
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6					
Airport Runway Clear Zones and Accident Potential Zones	Yes No	Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with Airport			
24 CFR Part 51 Subpart D		Runway Clear Zone requirements.			
Coastal Barrier Resources	Yes No	This project is not located in a CBRS Unit. Therefore, this project has no potential to impact a CBRS Unit and is in compliance			

Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]		with the Coastal Barrier Resources Act.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No	Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance.
eliminate adverse environmental in the above-listed authorities and project contracts, development ag	neasures adopte impacts and to a factors. These agreements, and o	d by the Responsible Entity to reduce, avoid, or avoid non-compliance or non-conformance with measures/conditions must be incorporated into other relevant documents. The staff responsible measures should be clearly identified in the
Law, Authority, or Factor	Mitigation	Measure
Preparer Signature: Chustu	o Cupo	Date: <u>6/4/18</u>
Name/Title/Organization: <u>Christin</u> <u>Division</u>	ne Crespo, Com	pliance Coordinator, Neighborhood Enterprise
Responsible Entity Agency Offici	al Signature:	
		Date:
Name/Title: <u>Jack R. Brown</u> ,	Escambia Coun	ty Administrator

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).





451 Seventh Street, SW Washington, DC 20410 www.hud.govespanol.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: COC Planning Project Application FY2017

Responsible Entity: Escambia County

Grant Recipient (if different than Responsible Entity): EscaRosa Coalition on the Homeless,

Inc.

State/Local Identifier: N/A

Preparer: Christine Crespo, Escambia County, Neighborhood Enterprise Division

Certifying Officer Name and Title: Jack R, Brown, County Administrator, Escambia County

Consultant (if applicable):

Project Location: Escambia and Santa Rosa Counties

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

The CoC planning dollars will enable the applicant to carry out Continuum of Care planning in both Escambia and Santa Rosa Counties. This planning is inclusive of data collection, holding monthly meetings with the coalition membership, undertaking activities to increase membership, continual review of outcomes and performance targets and updating plan goals and activities, and program policies and procedures as necessary. Other activities include applying for various competitive grants to help achieve the goals which serve the homeless in the continuum area, coordination of the housing and homeless services in the two-county area and conducting the annual Point in Time count. Funding will only be utilized to support operational costs of the agency.

Level of Environmental Review Determination:

Activity/Project is Exempt per 24 CFR 58.34(a): (1) Environmental and other studies, resource identification and the development of plans and strategies...(3)Administrative and management activities...(9) Technical Assistance and Training

D '	4	T 1'4	1	04-4-
Pro	тест.	Locality	ana	State
	,	Locality	ullu	2000

Activity/Project is	Categorically	Excluded Not S	Subject To §5	58.5 per 24 C	FR 58.35(b):
				F	

Funding Information

Grant Number	HUD Program	Funding Amount
FL0690L4H111700	Continuum of Care (COC)	\$49,812

Estimated Total HUD Funded Amount: \$49,812

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable):

EscaRosa Coalition on the Homeless/Unrestricted General Funds \$12,500

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$62,312

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.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE OR	DERS, AND RE	GULATIONS LISTED AT 24 CFR §58.6
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No	Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with Airport Runway Clear Zone requirements.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier	Yes No	This project is not located in a CBRS Unit. Therefore, this project has no potential to impact a CBRS Unit and is in compliance with the Coastal Barrier Resources Act.

Improvement Act of 1990 [16 USC 3501]		
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No	Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance.
eliminate adverse environmental in the above-listed authorities and project contracts, development ag	neasures adopted impacts and to a factors. These in greements, and o	CFR 1505.2(c)] d by the Responsible Entity to reduce, avoid, or void non-compliance or non-conformance with neasures/conditions must be incorporated into other relevant documents. The staff responsible neasures should be clearly identified in the
Law, Authority, or Factor	Mitigation 1	Measure
Preparer Signature:	no Cupo	Date: <u>6/4/18</u>
Name/Title/Organization: <u>Christin</u> <u>Division</u>	ne Crespo, Comp	oliance Coordinator, Neighborhood Enterprise
Responsible Entity Agency Offici	al Signature:	
		Date:
Name/Title:Jack R. Brown,	Escambia Count	y Administrator

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).



Al-14272 County Administrator's Report 13. 5.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 06/21/2018

Issue: Noise Waiver for the June 30th Fireworks Event at Showalter

Park in the Town of Century

From: Tim Tolbert, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise

Abatement Ordinance for the Fireworks Event at Showalter Park in the Town of Century

- Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, for a Fireworks Event to be held at Showalter Park in the Town of Century, specifically at the end of Kelly Field Rd., with the fireworks display presented by Pyro Shows, Inc., on Saturday, June 30, 2018, from 9:00 p.m. to 9:30 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an

environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions.(g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon approval, the Escambia County Sheriff's Office and the Escambia County Fire Marshall's Office will be notified of the issuance of this noise waiver.

Attachments

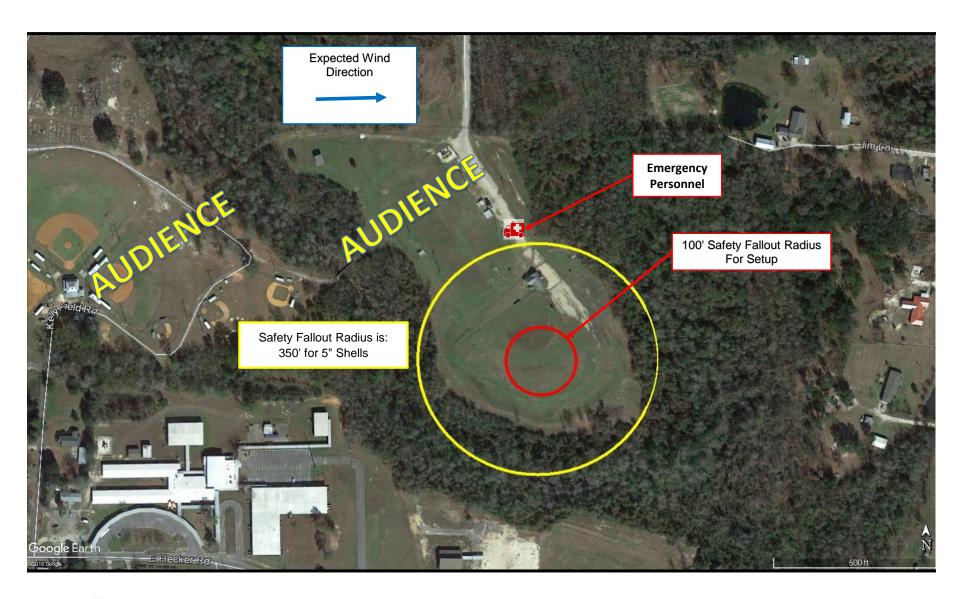
Application
Site Map



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT	Permit Numb	ber: 1800	91611	58	
	Building Permit Number:				
Waiver to Noise Ordinance	Approved By	/ :		Date:	
Applicant: Pyro Shows of Alabama, Inc			per: 877-776-797 per: 205-798-662		
Owner's Name: Lansden E. Hill Jr.		riione Numi	761. 205-798-662	U	
Owner's Address: PO Box 307	21-1-1		Zip Code: 350	105	
	100000000000000000000000000000000000000	tate: Alabama			
Job Address: Anthony Pleasant/Showalter Park, Centur			Lot or Apt. Nu	mber:	
helly field hd, Ce	ntwy F nited Waiver Se		5		
		0.00			
Pursuant to Ordinance 2001-8, as amended by Or be granted to organizations for special outdoor e	dinance 2001-3 vents to take p	36, a limited w lace in the co	vaiver of the no mmunity.	ise restrictions may	
Date of Activity: June 30, 2018 Descrip Professio	Date of Activity: June 30, 2018 Description of Activity: Professional Fireworks Display - 4th of Jwy Carboation				
beginning time.	5. 5504 Coldition			Salarion,	
9:00PM 9:30PM		IVANUALITA INSTITUTO			
Remarks or Comments:	autour au		7. 2011		
Driving Directions:					
Escrow Account Number:	1	Date:	6/1/2018		
Applicant Signature:	the byso	J			





Show Name: FLOMATON, TOWN OF Independence Day

Show Location: 7890 Kelly Field Rd Century, FL 32535

Show Date: Saturday, June 30, 2018

Show Time 9:00 PM Rain Date: N/A Maximim Shell Size: 5"
Safety Fallout Radius: 350'
Storage Required: Yes

Diagram Created: Monday, June 4, 2018

Created By: DET



Al-14285 County Administrator's Report 13. 6.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 06/21/2018

Issue: Request for Disposition of Property **From:** Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or 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 has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned 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 items be picked up for disposal. Please coordinate with Tamika Williams.

Attachments

<u>Disposition of Property Form</u> <u>Property Disposition Form (2)</u>

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:	20 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			COST CEN	JTER NO	330302		
FROM: Disposing Department: Public Safety Department			artirioriti		5/31/18			
Tamika Williams Property Custodian (PRINT FULL NAME)					DATE:	3/3//10		
Property Custodian (PRINT FULL NAME) Property Custodian (Signature): P					Phone No:	850-471-64	125	
			EM(S) TO BE DISP		MID (DED	MODEL	VEAD	CONDITION
TAG (Y/N)	PROPERTY NUMBER	DESCRI	PTION OF ITEM	SERIAL	NUMBER	MODEL	YEAR	CONDITION
Y	59442	Optiple	ex 790 Computer	6z	x0ms1	Dell	2012	poor
								11/25
Disposal	Comments:	Crashed ha	ard drive, no use to	the county		*		
•		Oracino a me						
INFORM	MATION TECH	INOLOGY (I	T Technician):	TROS	1 190	BIND	00	
				Print Name			. P	ROPERTY OF
Conditio	ons:Dis	spose-Good C	ondition-Unusable fo	or BOCC			ESCAMB	11A COUNTY, FLORIDA 9442
	Di	spose-Bad Co	ndition-Send for recy	cling-Unusable			5	9442
Compute	er is Ready for	Disposition						
						Rest		
Date:	BIMAYO	L'EInformation	on Technology Techn	ician Signature.	NE.	luc		
Date: 5	5/31/18			A)		
		nty Departmen	nt Director (Signature	e):				
			Director (Print Na	me): Micha	el D. Weaver			
RECOM	MENDATION	J:						
TO:	Board of Cour	ty Commissio	oners					3
Meeting	g Date:							
Approv	ed by the Coun	ty Commissio	n and Recorded in the	e Minutes of:				
Арргоч	ca by the coun	d Commission			Pam Childers, Cle	rk of the Circuit C	Court & Comp	troller
				18	By (Deputy Clerk)			
This Eq	uipment Has B	een Auctioned	d / Sold	ů.				
by:								
	Print Name			Signature		*	Date	
Propert	y Tag Returned	to Clerk & C	omptroller's Finance	Department				
Clerk &	¿ Comptroller's	Finance Sign	ature of Receipt	_	Date			ų,
			licable portions of dispo	sition form. See D	isposal process cha	rts for direction.	rev. sh 1	1.19.13

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

Tamika Williams DATE: 6/8/18 Property Custodian (PRINT FULL NAME) Property Custodian (Signature): Phone No: 850-471-6425 REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION (Y/N) NUMBER 42540139 Physic Control 2014 Poor 42540139 Physic Control 2014 Poor Physic Control 2014 Poor Print Name Disposal Comments: This LifePak is of no use to the County and is unrepairable. 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: Director (Print Name): Michael D. Weaver RECOMMENDATION: TO: Board of County Commissioners Meeting Date: Property Tag Returned to Clerk & Comptroller By (Deputy Clerk) Print Name Signature Date Print Name Date Date Print Name Signature Date Print Name Date Date Print Name Date Date Property Tag Returned to Clerk & Comptroller's Finance Department	TO:	Clerk & Comptroller's Finance Department			COST CEN	TED NO.	330302	
Property Custodian (PRINT FULL NAME) Property Custodian (Signature): Phone No: 850-471-6425 Property Custodian (Signature): Phone No: 850-471-6425 Property Custodian (Signature): Phone No: 850-471-6425 Property Custodian (Signature): Phone No: 850-471-6425 Property Custodian (Signature): Phone No: 850-471-6425 Property Custodian (Signature): Phone No: 850-471-6425 Property Custodian (Signature): Pear Custodian (Signature): Phone No: 850-471-6425 Property Custodian (Signature): Pear Custodian (Signature): Phone No: 850-471-6425 Property Custodian (Signature): Property Department Director (Signature): Print Name No: 850-471-6425 Property Custodian (Signature): Property Custodian (Signature): Property Custodian (Signature): Property Custodian (Sign	FROM: Disposing Department: Public Safety Department					330302		
Property Custodian (Signature): Phone No: 850-471-6425 REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:						0/8/18		
TAGE PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION YEAR Y	•			Phone No:	850-471-642	5		
TAGE PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION YEAR Y	REQUE	ST THE FOL	LOWING ITEM(S) TO BE DISP	OSED:				
Disposal Comments: This LifePak is of no use to the County and is unrepairable. INFORMATION TECHNOLOGY (IT Technician): Print Name Conditions: Dispose-Good Condition-Unusable for BOCC	TAG	PROPERTY			AL NUMBER	MODEL	YEAR	CONDITION
INFORMATION TECHNOLOGY (IT Technician):	Y	61156	LifePak 15 AED Difibrillator		42546139	Physio Control	2014	Poor
INFORMATION TECHNOLOGY (IT Technician):								
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: 6/8/18 FROM: Escambia County Department Director (Signature): Director (Print Name): Michael D. Weaver 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								
INFORMATION TECHNOLOGY (IT Technician):				2				
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:	Disposa	Comments:	This LifePak is of no use to th	e County ar	nd is unrepairable	•3 E		
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:		(Diox o ou or			* *		
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: Seambia County Department Director (Signature): Director (Print Name): Michael D. Weaver RECOMMENDATION: TO: Board of County Commissioners Meeting Date: Seambia 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	INFORM	MATION TECH		Print Name				
Computer is Ready for Disposition Date: Information Technology Technician Signature: Date: 6/8/18 FROM: Escambia County Department Director (Signature): Director (Print Name): Michael D. Weaver 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	Conditio	ons: Dis						
Date: Information Technology Technician Signature: Date: 6/8/18 FROM: Escambia County Department Director (Signature): Director (Print Name): Michael D. Weaver 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		Dis	spose-Bad Condition-Send for recyc	ling-Unusable	e			
Date: 6/8/18 FROM: Escambia County Department Director (Signature): Director (Print Name): Michael D. Weaver 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	Comput	er is Ready for	Disposition					
Date: 6/8/18 FROM: Escambia County Department Director (Signature): Director (Print Name): Michael D. Weaver 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								
FROM: Escambia County Department Director (Signature): Director (Print Name): Michael D. Weaver 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	Date:		Information Technology Technic	cian Signature	: <i>M</i>			
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								
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	Director (Print Name): Michael D. Weaver							
Approved by the County Commission and Recorded in the Minutes of: Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk)	RECOM	RECOMMENDATION:						
Approved by the County Commission and Recorded in the Minutes of: Pam Childers, Clerk of the Circuit Court & Comptroller								
Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk) This Equipment Has Been Auctioned / Sold by: Print Name Signature Date	Meeting Date:							
Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk) This Equipment Has Been Auctioned / Sold by: Print Name Signature Date								
By (Deputy Clerk) This Equipment Has Been Auctioned / Sold by: Print Name Signature Date								
This Equipment Has Been Auctioned / Sold by: Print Name Signature Date					of the Circuit Cou	ırt & Compt	roller	
by: Print Name Signature Date	This Far	uinment Hac Re	ean Austioned / Sold		By (Beputy Clerk)	4		
Print Name Signature Date		[4]						
O statement								
	Control of the state of the sta							
Clerk & Comptroller's Finance Signature of Receipt Date	Clark P	Comptroller's	Finance Cianatura of Descipt	7.	Date	*		



Al-14251 County Administrator's Report 13. 7. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 06/21/2018

Issue: Acceptance of a Portion of a Parcel of Property for Road

Right-of-Way on North 57th Avenue

From: Joy Jones, Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Portion of a Parcel of Property for Road Right-of-Way on North 57th Avenue - Joy Jones, P.E, Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a portion of a parcel of property for road right-of-way on North 57th Avenue from Michael Bennett and Emma Louise Bennett:

A. Accept the property, via donation from Michael Bennett and Emma Louise Bennett, for road right-of-way on North 57th Avenue; and

B. Authorize the Chairman or Vice Chairman to accept the Quitclaim Deed as of the day of delivery of the Quitclaim Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

BACKGROUND:

North 57th Avenue is a county-maintained road which begins at Admiral Doyle Road and runs north to West Fairfield Drive. The roadway currently extends through property owned by Michael and Emma Louise Bennett and is maintained via maintenance claim. The property owners have requested that the county accept the portion of the parcel (approximately 0.19 acres) where the road lies.

The property owners conducted their own survey and contacted the county with the request to donate the area. Staff has reviewed the request and has no objections to accepting the portion of property for right-of-way.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Quitclaim Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will provide the executed Quitclaim Deed to Jennifer Gleaton, Realtor for Michael and Emma Louise Bennett, who will have the Quitclaim Deed recorded in the public records of Escambia County, Florida.

Attachments

<u>Quitclaim Deed - Bennett</u>

<u>Aerial Map - Right-of-Way Donataion 57th Ave</u>

Survey - 5710 Lillian Highway

This document was prepared by: Kara Johnson Escambia County Public Works Department 3363 West Park Place Pensacola, Florida 32505

STATE OF FLORIDA COUNTY OF ESCAMBIA

QUITCLAIM DEED

WITNESSETH, that Grantor for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and its successors and assigns forever, all of Grantor's right, title, and interest in the following described land in Escambia County, Florida:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE SOUTH 1/2 OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2 INCH CAPPED IRON ROD (#2843), MARKING THE SOUTHEAST CORNER OF LOT 13, BLOCK 3 OF MYRTLE GROVE PARK, AS PER PLAT RECORDED IN PLAT BOOK 1, PAGE 22 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE N13"12'00"W FOR A DISTANCE OF 168.23 FEET ALONG THE EAST LINE OF SAID LOT 13, AND THE NORTHERLY EXTENSION THEREOF, TO THE INTERSECTION WITH THE CENTERLINE OF SURVEY OF STATE ROAD 298 (LILLIAN HIGHWAY); THENCE S76"56'24"W FOR A DISTANCE OF 6.83 FEET ALONG SAID CENTERLINE; THENCE DEPARTING SAID CENTERLINE, RUN NO3"11'41"E FOR A DISTANCE OF 34.37 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE (66 FOOT RIGHT OF WAY) OF SAID STATE ROAD 298; THENCE N76'56'24"E FOR A DISTANCE OF 489.39 FEET ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EXISTING WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, THENCE DEPARTING SAID EXISTING WESTERLY RIGHT OF WAY LINE, RUN N88'52'08"W FOR A DISTANCE OF 21.50 FEET; THENCE N02"27'43"E FOR A DISTANCE OF 338.14 FEET; THENCE S86'56'13"E FOR A DISTANCE OF 26.94 FEET; THENCE S03'23'12"W FOR A DISTANCE OF 337.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.19 ACRES MORE OR LESS.

A portion of Parcel Identification Number: 35-2S-30-2300-000-000

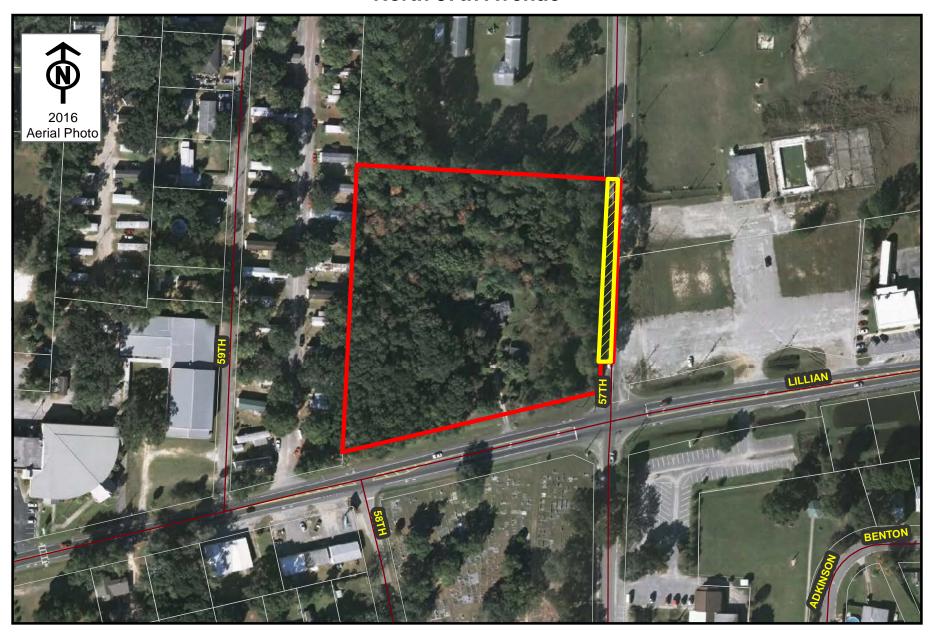
Signed in the presence of:	
Witness Rather Gentry Print Name KATHEY GENTRY Witness Robert A. King	Michael Bennett GRANTOR: Michael Bennett
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledge , 2018, by Michael Bennett. H	le () is personally known to me, or () has
Notary Public State of Florida Jennifer J Rigby My Commission FF 189933 Expires 02/15/2019 (Notary Seal)	Signature of Notary Public Printed Name of Notary Public
Witness Kathey Gentry Print Name KATHEY GENTRY Witness Rut A King	Emma Louise Bennett
STATE OF FLORIDA COUNTY OF ESCAMBIA	40
The foregoing instrument was acknowledge 2018, by Emma Louise Benn has produced current	ed before me this 29 day of nett. She (1) is personally known to me, or () as identification.
Notary Public State of Florida Jennifer J Rigby My Commission FF 189933 Expires 02/15/2019	Signature of Notary Public Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

		ccambia County, Florida on the day of oard of County Commissioners of Escambia County, by of, 2018.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST:	Pam Childers Clerk of the Circuit Court	Jeff Bergosh, Chairman
Deputy Clerk	ζ	
		This document approved as to form and legal sufficiency. By: Title: June 4, 2019

Right-of-Way Donation North 57th Avenue





ESCAMBIA COUNTY ENGINEERING DIVISION

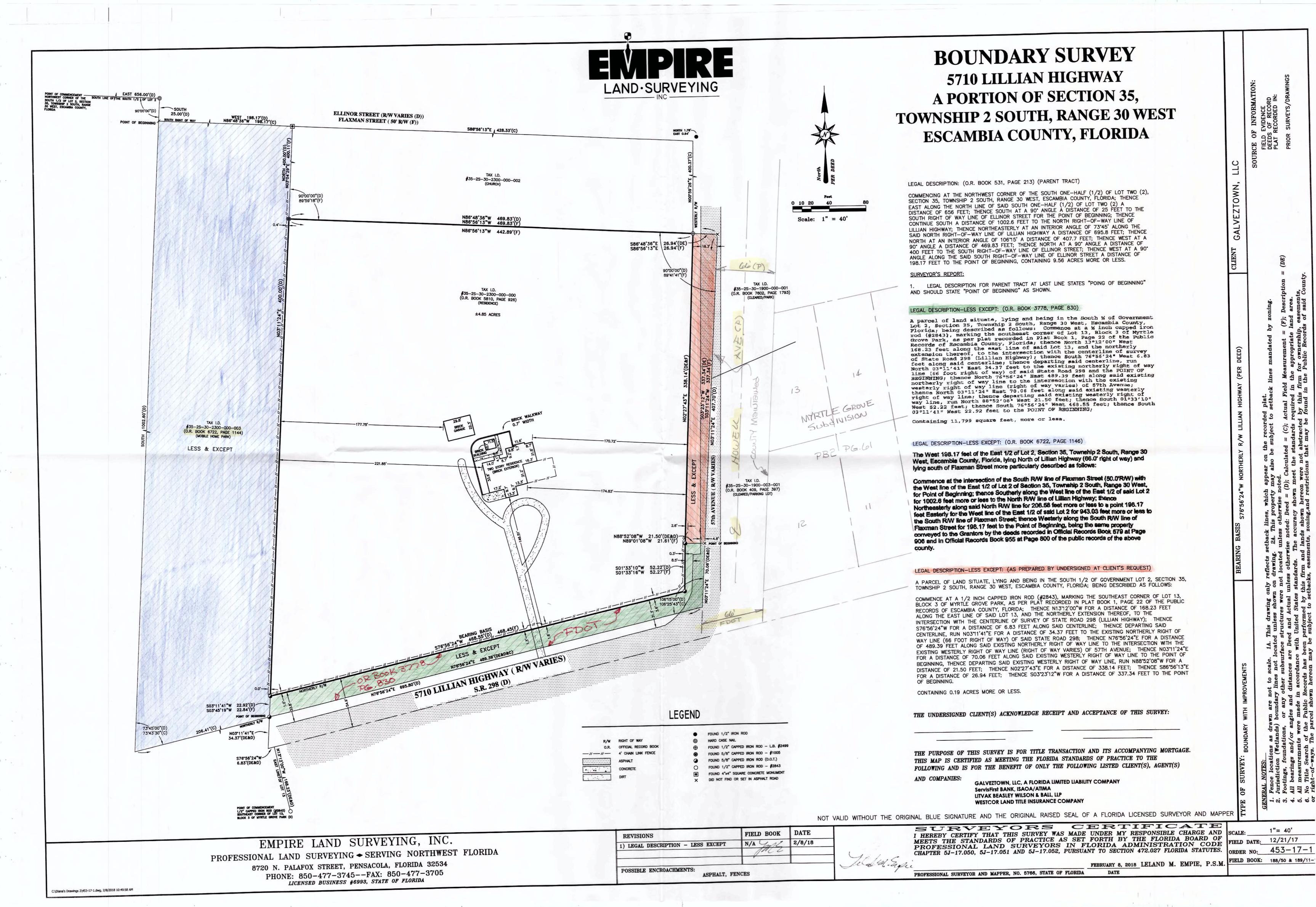
KPJ 3/20/18 DISTRICT 2



Bennett Property - 5710 Lillian Highway



Right-of-Way to be Donated





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14299 County Administrator's Report 13. 8. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 06/21/2018

Issue: Recommendation to Correct the Address Concerning Default on

the Purchase of County-Owned Real Property Located at 1313

West Jackson Street

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation to Correct the Address Concerning Default on the Purchase of County-Owned Real Property Located at 1313 West Jackson Street - Stephan Hall, Budget Manager, Management and Budget Services

That the Board amend its action of June 7, 2018, CAR II-1, approving (5-0) the default on the purchase of County-owned real property located at 1313 West Jackson Street (Account #: 15-0740-000, Reference #: 00-0S-00-9060-072-063) to correct, due to scrivener's errors, all references to 1313 West Jackson Street to 3414 West Jackson Street, to correct the Account Number to #06-3986-000, and to correct the Reference Number to #33-2S-30-3300-009-262.

BACKGROUND:

The property that Ms. Rogers bid on was 3414 West Jackson Street, not 1313 West Jackson Street as mistakenly stated in the prior recommendation on June 7, 2018. CAR II-1.

Olivia Rogers was the successful bidder in the surplus real property auction ending March 5, 2018, wherein she bid \$7,434 for the parcel located at 3414 West Jackson Street. On March 6, 2018, Ms. Rogers completed the 10% Deposit and Purchase form and submitted her bid deposit to the County in the amount of \$743.40 for the aforementioned parcel. The County Attorney's Office mailed a set of closing documents to Ms.Rogers on March 8, 2018. To date, Ms. Rogers has not executed the Agreement for Sale and Purchase. On April 20, 2018, Ms. Rogers sent an email to staff advising that she no longer wished to purchase the property and that she understood that her deposit would not be returned.

On May 10, 2018, a certified letter was mailed to Ms. Rogers by the County Administrator, advising that pursuant to her own request, the Administrator would recommend the Board deem the contract void, retain the bid deposit, and authorize the property to be re-advertised for another auction.

BUDGETARY IMPACT:

The 10% bid deposit submitted by Ms. Rogers was deposited into the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Certified Letter to Ms. Rogers (5-10-2018)

June 7, 2018 BCC Resume Page - CAR II-1



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

221 Palafox Place, Suite 420 Pensacola, Florida 32502

Telefax (850) 595-4947

Jack R. Brown County Administrator

May 10, 2018

7002 0460 0003 1600 5510 VIA CERTIFED MAIL - RETURN RECEIPT REQUESTED:

Olivia Rogers 417 North S Street Pensacola, FL 32505

County-Owned Property Located at 3414 West Jackson Street Tax Account #: 06-3986-000 06-3986-000

Dear Ms. Rogers:

Sale and Purchase that was mailed to you on March 8, 2018, and that you have indicated by your email dated April 20, 2018, that you no longer wish to purchase the property and that you understand that your deposit will not be returned 2018. I have been informed that you have not executed and return the Agreement for referenced property that you won as the high bidder in the auction ending March 5, It has come to my attention that you do not wish to complete the purchase of the above-

authorized to re-advertise the property for auction. deemed void, your bid deposit, in the amount of \$743.40, be retained, and that staff be at its meeting on June 7, 2018, that pursuant to your own request the contracts be As such, I have no alternative but to recommend to the Board of County Commissioners

require any additional information in this regard Please feel free to contact Tara Cannon at (850) 595-4996 if you have questions or

Sincerely,

Sack Brown County Administrator

RESUME OF THE REGULAR BCC MEETING - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued



II. BUDGET/FINANCE CONSENT AGENDA

- Recommendation: That the Board take the following action concerning default on the purchase of County-owned real property located at 1313 West Jackson Street (Account #: 15-0740-000, Reference #: 00-0S-00-9060-072-063); this parcel is located in District 2:
 - A. Declare Olivia Rogers, the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between her and the County for the purchase of the County-owned parcel located at 1313 West Jackson Street for failure to close in the timeframe prescribed by the terms of the Contract;
 - B. Retain the deposit made by Ms. Rogers, in the amount of \$743.40, for the parcel located at 1313 West Jackson Street; and
 - C. Authorize the parcel to be re-advertised for sale at another auction.

Approved 5-0

- 2. Recommendation: That the Board take the following action regarding the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Application (Funding: the Florida Commission for the Transportation Disadvantaged is expected to provide 90% of the funding, in the amount of \$613,951; this Grant requires a 10% match; this amount, \$68,217, is budgeted in Fund 104 Cost Center 211215):
 - A. Adopt, and authorize the Chairman to sign, the Resolution [R2018-57] authorizing the County Administrator to be named as the Board's Registered Agent in Florida;
 - B. Approve, and authorize the County Administrator to sign, the Transportation Disadvantaged Trip & Equipment Grant Application Form; and
 - C. Approve, and authorize the County Administrator to sign, the Transportation Disadvantaged Trip & Equipment Grant Standard Assurances.

Approved 5-0



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14317 County Administrator's Report 13. 9.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 06/21/2018

Issue: Acquisition of Real Property Located Behind the 9600 Block of

Westgate Circle through the Defense Infrastructure Grant (DIG)

From: Joy Jones, Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located Behind the 9600 Block of Westgate Circle Through the Defense Infrastructure Grant - Joy Jones, P.E., Public Works Department Director

That the Board accept for information the Public Disclosure of Interest Form, provided by MLC, L.L.C., an Alabama Limited Liability Company (a/k/a MLC, L.L.C. Florida), the owner of the three parcels to be acquired through the Defense Infrastructure Grant.

BACKGROUND:

At its regular meeting on June 7, 2018, the Board authorized the purchase of three parcels of real property located behind the 9600 Block of Westgate Circle, totaling 45.28 acres, from MLC, L.L.C., an Alabama Limited Liability Company (a/k/a MLC, L.L.C. Florida), for a purchase price of \$115,000.

This disclosure is for all three parcels that are owned by MLC, L.L.C., an Alabama Limited Liability Company (a/k/a MLC, L.L.C. Florida).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

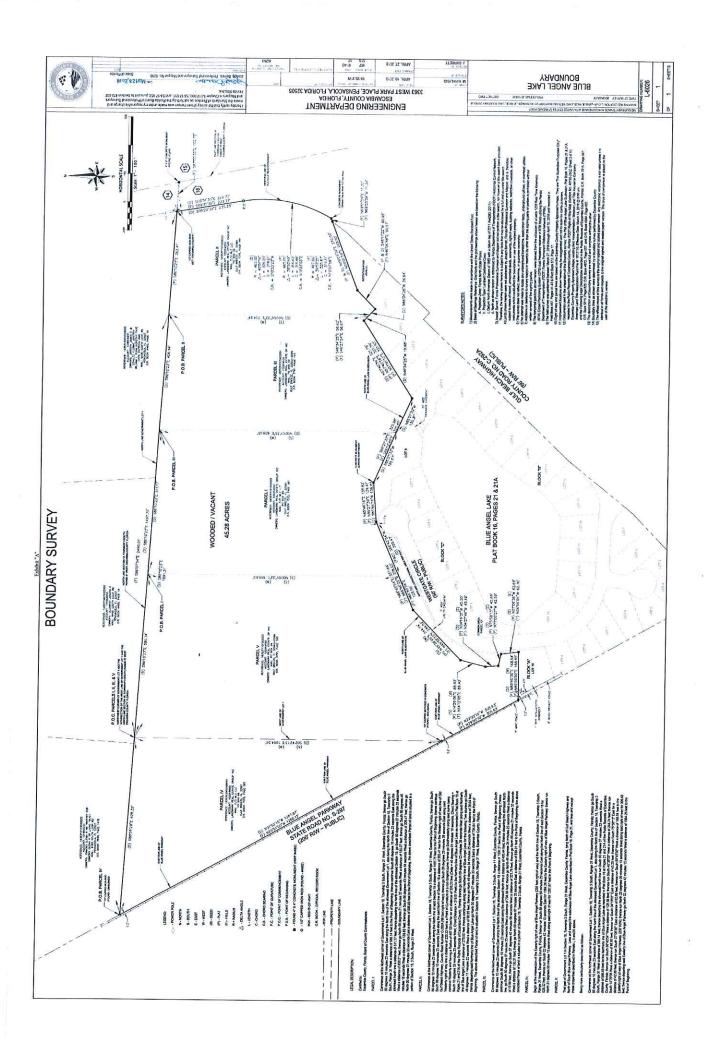
Attachments

MLC, LLC - Public Disclosure
BCC Action June 7, 2018

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, Mack Lyons Was Manager of MLC, L.L.C., an Alabama Limited Liability Company (a/k/a MLC, L.L.C. Florida), do hereby attest and affirm:
1. That the address for MLC, L.L.C., an Alabama Limited Liability Company (a/k/a MLC, L.L.C. Florida), is P.O. Box 99 Gulf Baccze, FL 32562
2. That the following entity or individuals have a beneficial interest in the real property described in Exhibit A: A. Susan B. Lyons III 4500 (Name) (Address)
Relationship/Interest: Husband/Wife 4500 each
B. W. Brooks Lyons 80 Elizabeth LANE Mobile 7/2 36608 (Name) (Address)
Relationship/Interest: Son/56/o
C. N. Tift Lyons 8701 Ash Court Spanishfort FL 3652 (Name) (Address)
Relationship/Interest: Sow 500
That this displaceure has been made at least 10 days miles to the conveyance of any seel

	MLC, L.L.C., an Alabama Limited
1-11	Liability Company (a/k/a MLC, L.L.C. Florida)
Witness Sum V// Contest	
Print Name Same S. Montrety	Mitchian
Witness Sounden	By: MARK LYONS IT, as MANAGER.
Print Name Seen Pender	
STATE OF FLORIDA North Caroling COUNTY OF ESCAMBIA Jackson	
The foregoing instrument was acknown, 2018, by, as Limited Liability Company (a/k/a MLC, L.L.C. F. me, or (_) has produced current	vledged before me this 30 day of for MLC, L.L.C., an Alabama lorida). He/she (is personally known to as identification.
NOTARL THE	Signature of Notary Public
(Notary Seal) 7-20-2019	Printed Name of Notary Public
TO COUNTAINE STATE OF THE STATE	



COUNTY ADMINISTRATOR'S REPORT – Continued

III. <u>FOR DISCUSSION</u> – Continued

3. Continued...

- B. Approve the Contract for Sale and Purchase for the acquisition of real property at 621 South Navy Boulevard (approximately 0.19 acres), from David Toellner and Natalie Toellner; and
- C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.

Approved 5-0

- 4. <u>Recommendation:</u> That the Board take the following action regarding the acquisition of real property through the Defense Infrastructure Grant; this property is located in Commission District 2 (Funding: Fund 110, Other Grants and Projects, Cost Center 221015 \$106,761, and Fund 110, Cost Center 221019 \$8,239):
 - A. Authorize the purchase of the following three parcels of real property located behind the 9600 Block of Westgate Circle, totaling 45.28 acres, from MLC, LLC, for a purchase price of \$115,000;

Property Owner	Parcel Reference Number
MLC, LLC	18-3S-31-1101-000-001
MLC, LLC	18-3S-31-1101-000-002
MLC, LLC	18-3S-31-2000-000-001

- B. Approve the Contract for Sale and Purchase for the acquisition of real property located behind the 9600 Block of Westgate Circle (45.28 acres), from MLC, LLC; and
- C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of these properties, without further action of the Board.

Approved 5-0



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14129 County Administrator's Report 13. 1.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Agreement for GPS Automatic Vehicle Loading System Options

for Escambia County Area Transit with DoubleMap, Inc.,

Contract (PD 13-14.057)

From: Mike Crittenden, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreement for GPS Automatic Vehicle Loading System
Options for Escambia County Area Transit with DoubleMap, Inc. (PD 13-14.057) - Mike
Crittenden, Mass Transit Director

That the Board take the following action concerning Agreement for GPS Automatic Vehicle Loading System Options for Escambia County Area Transit with DoubleMap, Inc. (PD 13-14.057):

A. Ratify Addendum #1 to the Agreement for GPS Automatic Vehicle Loading System Options for Escambia County Area Transit (PD 13-14.057), extending the term of the Agreement through October 15, 2017; and

B. Approve and Authorize the Chairman to sign the Amendment to Agreement for GPS Automatic Vehicle Loading System Options for Escambia County Area Transit (PD 13-14.057), extending the term of the Agreement through October 15, 2018.

[Funds needed for this project are included in the Mass Transit Budget - Fund 104]

BACKGROUND:

The County previously entered into an Agreement with DoubleMap, Inc. for GPS Automatic Vehicle Loading System Options for Escambia County Area Transit (PD 13-14.057) with a two year term commencing on 10/16/14 and expiring on 10/15/16. Included in annual costs are Subscriptions, support and Licensing, cellular service etc.

Addendum #1 to the Agreement, which extended the term for one additional year

(10/15/16-10/14/17) was executed without the requisite authority by the former Finance Manager employed by the former management company, First Transit, Inc., and the addendum was not approved by the Board of County Commissioners. Nonetheless, the County has continued to utilize the service, and DoubleMap relied upon the representations of our contractor, First Transit.

The Amendment to the Agreement will serve to extend the term for another one year period expiring on 10/15/18. In the interim, the County will issue a solicitation to competitively procure a new contract in accordance with the County's procurement code.

BUDGETARY IMPACT:

Funds needed for this project are included in the Mass Transit Budget - Fund 104

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment was prepared by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Mass Transit staff will coordinate with the Contractor, DoubleMap, Inc.

Attachments

Addendum 1
Amendment

Service Agreement Addendum 1

DoubleMap, Inc and Escambia County, Florida GPS Automatic Vehicle Loading System Options Aps

Purpose of amendment: To amend contract terms in Section 2

WHEREAS, Escambia County, Florida located at 221 Palafox Place, Pensacola, Florida 32502 and DoubleMap, Inc with offices at 429 N Pennsylvania Street, Ste 401, Indianapolis, IN 46204 previously entered into agreement on September 26, 2014 to support the above referenced activities:

WHEREAS, Escambia County Florida and DoubleMap, Inc. desire to amend the said agreement to be effective on September 27, 2016 or upon signature of the approver signatory for Escambia County Florida, whichever is first, as noted;

NOW, THEREFORE, the original agreement in modified as follows:

1. Replace Section 2 as follows:

Term: The Agreement shall commence as the effective date and continue for a term of one (1) year.

2. Replace Section 4 as follows:

DoubleMap, Inc.

Pricing: Escambia County, Florida shall pay DoubleMap, Inc. for such supplies in accordance with the provided price proposal attached hereto at Exhibit A.

End of Amendment 1. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly Executed.

Signature:

Title: CEO

Date: 9/28/16

Escambia County, Florida

Signature:

Title: Finance manager

Date: 9/27/2016



429 North Pennsylvania Street, Suite 401 Indianapolis IN 46204
*Prices will remain firm for 60 days

Oxote - Confidential

DATE:

9/21/2016

TO;

Escambia County
Attention: County Administrator

216 Palafox Place, Suite 420

Pensacola, FL

DoubleMap Standard CAD/AVL	Туре	Tem	Unit Cost	Quantity	Amount
Recurring Costs					
DoubleMap AVL Subscription		Recurring	\$131.77	46	\$6,061.51
DoubleMap Cloud		Recurring	\$152.31	46	\$7,006.15
Total Recurring Costs					\$13,067.66
DOUBLEMAP STANDARD CAD/AVL YEAR 1 TOTAL			(\$13,067.66
DoubleMap Premium CAD/AVL	Туре	Term	Unit Cost	Quantity	Amount
Recurring Costs					
Smart Hub (VLU) Support & Licensing		Recurring	\$198.64	46	\$9,137.28
DoubleMap AVL Subscription	to ANIAI	Recurring	\$296.18	46	\$13,624.32
Total Recurring Costs					\$22,76 1.60
DOUBLEMAP PREMIUM CAD/AVL YEAR 1 TOTAL					\$22,761.60

Automated Voice Annunciation (AVA)	Туре	Term	Unit Cost	Quantity	Amount
Recurring Costs AVA Support & Licensing Total Recurring Costs	44p-04:01	Recurring	\$105.85	46	\$4,869.27 \$4,869.27

AVA YEAR 1 TOTAL	 \$4,869.27

Passenger Counting Automated Passenger Counting (APC)	Туре	Tem	Unit Cost	Quantity	Amount
Recurring Costs					
APC Software Reporting Package		Recurring	\$32.90	46	\$1,513.31
APC Support & Licensing	1.554.11	Recurring	\$47.91	46	\$2,203.72
Total Recurring Costs					\$3,717.03
AUTOMATIC PASSENGER COUNTING YEAR 1 TOTAL					\$3,717.03
PASSENGER COUNTING YEAR 1 TOTAL		ar eve es es as	10 to 10 to 10 to		\$3,717.03

Plug-Ins					
GTFS	Туре	Term	Unit Cost	Quantity	Amount
Recurring Costs GTFS Subscription Total Recurring Costs	Normalist	Recurring	\$2,410.00	1	\$2,410.00 \$2,410.00

IGTFS YEAR 1 TOTAL	
	\$2,410.00
IPLUG-INS YEAR 1 TOTAL	\$2,410.00

Cellular Data	Туре	Term	Unit Cost	Quantity	Amount
Recurring Costs					
Cellular Data Total Recurring Costs		Recurring	\$300,00	4 6	\$13,800.00 \$13,800.0 0
,					
CELLULAR DATA YEAR 1 TOTAL					\$13,800.00

Quote Summary	Term	Amount
CAD/AVL	Recurring	\$35,829.26
Automated Voice Annunciation	Recurring	\$4,869.27
Passenger Counting	Recurring	\$3,717.03
GTFS	Recurring	\$2,410.00
Cellular Data	Recurring	\$13,800.00
Total	Recurring	\$60,625.56
Total for First Year		\$60,625.56
Total for 1 Years		\$60,625,56

^{*}All applicable sales/use tax are additional

EXHIBIT

^{**}if One-Time Costs are below \$5,000, 100% is due upon contract signing

AMENDMENT TO AGREEMENT FOR GPS AUTOMATIC VEHICLE LOADING SYSTEM OPTIONS APS FOR ESCAMBIA COUNTY AREA TRANSIT PD 13-14.057

THIS AMENDMENT is made and entered into on this ____ day of ______, 2018 ("Effective Date"), by and between Escambia County, political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and DoubleMap, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 46-3658717, whose principal address is 429 North Pennsylvania, Avenue, Suite 401, Indianapolis, Indiana 46204.

WITNESSETH:

WHEREAS, on October 16, 2014, the parties previously entered into an agreement for GPS Automatic Vehicle Loading System Options APS for Escambia County Area Transit (PD 13-14.057) with an initial term of two (2) years expiring on October 15, 2016; and

WHEREAS, the parties previously agreed to extend the term for an additional one (1) year period expiring on October 15, 2017; and

WHEREAS, the parties now wish to amend the agreement to extend the term through October 15, 2018, and establish a fixed price for the software subscription, licensing and support provided during the one (1) year period; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Paragraph 2 of the Agreement is amended to reflect that the term of the Agreement is extended for an additional one (1) year period expiring on October 15, 2018. For all such services and supplies provided by Contractor during this one (1) year period, the County shall pay Contractor a lump sum fee of \$60,625.56, as provided in the Contractor's itemized pricing exhibit, attached hereto as Exhibit A, which shall be payable upon the Effective Date of this Amendment.
- 3. Paragraph 11 of the Agreement is amended to reflect that the new address where Contractor shall receive any notice, payment, or other communication under the Agreement shall be as follows:

DoubleMap, Inc. Attn: Ilya Rekhter 429 North Pennsylvania Street, Suite 401 Indianapolis, Indiana 46204

4. Paragraph 13 of the Agreement is amended as follows:

13. <u>Public Records.</u> 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 seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

- 5. The parties hereby agree that all other provisions of the Agreement, as amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 6. The Agreement and any amendments 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

	ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
ATTEST: Pam Childers Clerk of Court	By:
By: Deputy Clerk (SEAL)	Date:
ATTEST:	CONTRACTOR: DOUBLEMAP, INC.
Corporate Secretary	Ilya Rekhter, CEO
[SEAL]	Date:
	Approved as to form and legal sufficiency. By/Fitte: Date: 5723



429 North Pennsylvania Street, Suite 401 Indianapolis, IN 46204
*Prices will remain firm for 60 days

Pricing Exhibit - Confidential

DATE: April 23, 2018
TO: Mike Crittenden
Escambia County

mcrittenden@co.escambia.fl.us

LN Note	Item	Qty			Subtotal	
				Price	Capital	Annual
1	Base System CAD/AVL		<i>7</i> 0			
2	AVL Subscription & Support	46	\$	131.77	\$	6,061.51
3	AVL Cloud Services & Hosting	46	\$	152.31	\$	7,006.15
4						
5	Realtime Passenger Information System (RTPI)					
6	Mobile Apps (iOS & Android)	1		Included		
7	Web Apps (Desktop & Mobile Web)	1		Included		
8	Application Program Interface (API) - JSON	1		Included		
9						
10	DoubleMap Premium CAD/AVL					
11	Smart Hub (VLU) Subscription & Support	46	\$	198.64	\$	9,137.28
12	DoubleMap Premium AVL Subscription	46	\$	296.18	\$	13,624.32
13						
14	Automated Voice Annunciation (AVA)					
15	AVA Support & Licensing	46	\$	105.85	\$	4,869.27
16						
17	Automatic Passenger Countering (APC)					
18	APC Support & License	46	\$	47.91	\$	
19	APC Software Reporting Package	46	\$	32.90	\$	1,513.31
20						
21	<u>GTFS</u>					
22	GTFS Subscription & Support	1	\$	2,410.00	\$	2,410.00
23						
24	Cellular Data					
25	Annual Cellular Data Transmission	46	\$	300.00	\$	13,800.00

Quote Summary			
Capital Costs \$	-		
Annual Costs		\$	60,625.56
Total for First Year		\$	60,625.56
Total for 1 Year			60,625.56

^{*}All applicable sales/use tax are additional

Capital Payment Terms:

\$0.00 Due at contract signing (100%)





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14279 County Administrator's Report 13. 2.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Florida Commission for the Transportation Disadvantaged

(FLCTD) Trip & Equipment Grant Agreement

From: Mike Crittenden, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Commission for the Transportation

Disadvantaged Fiscal Year 2018/2019 Trip & Equipment Grant Agreement - Mike

Crittenden, Mass Transit Director

That the Board adopt and authorize the Chairman to sign the Resolution which approves and authorizes the County Administrator to sign the Florida Commission for the Transportation Disadvantaged (FLCTD) Trip & Equipment Grant Agreement for Fiscal Year 2018/2019.

[Funding: The Florida Commission for the Transportation Disadvantaged will provide \$613,951. This Grant requires a 10% match. This amount, \$68,217, is budgeted in Fund 104, Mass Transit Fund, Cost Center 211215]

BACKGROUND:

Meeting in regular session on June 7th, the Board of County Commissioners (BOCC) approved and authorized the Chairman to sign the FY 2018/19 Trip and Equipment Grant Application and Standard Assurances. At that time, the Grant Agreement was not available to present to the Board.

The attached Resolution states that the Board has the authority to enter into the Grant Agreement, and authorizes the County Administrator to sign the FY 2018/19 Trip & Equipment Grant Agreement.

The purpose of the attached Trip & Equipment Grant Agreement is to provide non-sponsored transportation trips and/or capital equipment to the non-sponsored, transportation-disadvantaged in accordance with the Transportation

Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission for the Transportation Disadvantaged policies,

BUDGETARY IMPACT:

The Florida Commission for the Transportation Disadvantaged will provide \$613,951. This Grant requires a 10% match. This amount, \$68,217, is budgeted in Fund 104 Cost Center 211215.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed the Resolution, and the Transportation Disadvantaged Trip and Equipment Grant Agreement.

The County Attorney's Office has requested that the Board be made aware of the following provision included in paragraph 12.70 of the Agreement: "The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, the Chairman will sign the Resolution, and the County Administrator will sign and execute the FY 2018/19 Trip & Equipment Grant Agreement. Mass Transit staff, as the CTC will act as liaison between the Florida Commission for the Transportation Disadvantaged and as contact person for the BOCC and Escambia County transportation-disadvantaged clients/riders.

Attachments

Resolution
Grant Agreement

RESOLUTION R2018-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO ACCEPT A TRIP AND EQUIPMENT GRANT AWARD FROM THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE TRIP AND EQUIPMENT GRANT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County previously entered into a Memorandum of Agreement with the Commission for the Transportation Disadvantaged wherein the Escambia County Board of County Commissioners was designated as the Community Transportation Coordinator (CTC) in Escambia County; and

WHEREAS, Escambia County, as the CTC, has the authority to apply for and is eligible to receive Transportation Disadvantaged Trust Fund Grant awards from the Florida Commission for the Transportation Disadvantaged as authorized by §427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

WHEREAS, Escambia County has the requisite authority to enter into a Trip and Equipment Grant Agreement with the Florida Commission for the Transportation Disadvantaged to receive an award from the Transportation Disadvantaged Trust Fund.

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

- **Section 1.** That the above stated recitals are true and correct and incorporated herein by reference.
- Section 2. That the Board of County Commissioners hereby approves the Trip and Equipment Grant Agreement and authorizes the County Administrator to execute the Agreement on behalf of the County and all other grant related documents pertaining to the award.
- **Section 3.** That this resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADO	PTED THIS DAY OF	, 2018.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST:	Pam Childers	Jeff Bergosh, Chairman
By: Dep [SEAL]	Clerk of the Circuit Court outy Clerk	Approved as to form and legal sufficiency. By/Fitte:

SAMAS Approp	108846	Fund	TDTF	FM/Job No(s)	43202911401
SAMAS Obj	751000	_ Function	683	CSFA No.	55.001
Org. Code	55120000952	Contract No	G0X22	Vendor No.	59-6000598

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this <u>1st</u> day of <u>July</u>, 2018 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and <u>Escambia County Board of County Commissioners</u>, 221 Palafox Place, Pensacola, Florida 32502, hereinafter called the Grantee.

WITNESSETH:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by an agency, and/or capital equipment purchased for the provision of non-sponsored transportation services and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

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

- **1.00 Purpose of Agreement:** The purpose of this Agreement is to provide non-sponsored transportation trips and/or capital equipment to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2018-19 Program Manual and Application for the Trip & Equipment Grant as further described in this Agreement and in Exhibit(s) A, B, and C, attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide non-sponsored financial assistance to the Grantee and state the terms and conditions upon which such non-sponsored financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for non-sponsored transportation services and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.
- **2.00** Accomplishment of the Project: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.
 - **2.10 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and

consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

- **2.20 Funds of the Grantee:** The Grantee will provide the necessary funds or in-kind contributions necessary for the completion of the Project.
- **2.30** Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.
- **2.40 Incorporation by Reference:** The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2018-19 Program Manual and Application for the Trip & Equipment Grant.
- **3.00 Total Project Cost:** The total estimated cost of the Project is \$682,168.00. This amount is based upon the amounts summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.
- **4.00 Commission Participation:** The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$613,951.00 as detailed in Exhibit "B," or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B," whichever is less.
 - **4.10 Eligible Costs:** Trip and Equipment Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by any other agency, and then only if a match, as specified in the Fiscal Year 2018-19 Program Manual for the Trip and Equipment Grant, is provided by the Grantee. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. There shall be an approved eligibility application for each rider who receives a non-sponsored service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the recipient as part of the rider's eligibility file. Trip and Equipment Grant Funds may also be used to purchase capital equipment used for the provision of non-sponsored transportation services.
 - **4.20 Eligible Project Expenditures:** Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

Trip & Equipment Grant Agreement 2018/2019 Form Rev. 06/01/2018

Escambia

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast:
- b) Availability of funds as stated in Section 13.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
- d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

- **4.30 Project Funds:** In addition to other restrictions set out in this Trip and Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:
 - **4.31 Transfer of Funds:** A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.
 - **4.32 Use of Vehicles:** The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system.
- **4.40 Front End Funding and Retainage:** Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

- **5.10** The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B," carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.
- **5.20 Schedule of Disbursements:** The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B." This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total, up to any given month,

Trip & Equipment Grant Agreement 2018/2019 Form Rev. 06/01/2018 Escambia as indicated in the disbursement schedule in Exhibit "B." Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

6.00 Accounting Records, Audits and Insurance:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the non-sponsored financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such non-sponsored financing accounts are referred to herein collectively as the "Project Account." The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide "sponsored" transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the "sponsored" transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

- **6.20 Funds Received Or Made Available for The Project**: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all non-sponsored transportation payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.
- **6.30 Costs Incurred for the Project:** The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered

eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges. The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

- 1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or 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 state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS), the Auditor General and, the State Inspector General.
 - b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

Trip & Equipment Grant Agreement 2018/2019 Form Rev. 06/01/2018 Escambia

- i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required

Trip & Equipment Grant Agreement 2018/2019 Form Rev. 06/01/2018 Escambia Page 6 of 23

- to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee'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.
- c. The Grantee 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 Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.
- **6.70 Inspection:** The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.
- **6.80 Insurance:** The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:
 - **6.81 Liability:** Liability coverage in an amount of \$200,000 for any one (1) person, \$300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same

minimum liability insurance, or an equal governmental insurance program.

- **6.82 Collision:** Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.
- **6.83 Property Insurance:** The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.
- **6.84 Other Insurance:** The above required insurance will be primary to any other insurance coverage that may be applicable.
- **7.00 Compensation and Payments:** In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:
 - **7.10** File with the Commission for the Transportation Disadvantaged, <u>FLCTDInvoice@dot.state.fl.us</u>, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "B" hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.
 - **7.11** Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.
 - **7.12** Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2019.
 - **7.20 The Commission's Obligations:** Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:
 - **7.21 Misrepresentation:** The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;
 - **7.22 Litigation:** There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the

Agreement, or payments to the Project;

- **7.23 Required Submittals/Certifications:** The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;
- **7.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;
- **7.25 Default:** The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or
- **7.26 Supplanting of Funds:** The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.
- **7.30 Disallowed Costs:** In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "B."
- **7.40 Invoices for Goods or Services:** Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 41-2 and 69, Florida Administrative Code, and the Fiscal Year 2018-19 Program Manual and Application for the Trip and Equipment Grant is met.
- **7.50 Commission Claims:** If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the

Trip & Equipment Grant Agreement 2018/2019 Form Rev. 06/01/2018 Escambia Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) 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 the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the

Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records: IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(850) 410-5700 CTDObudsman@dot.state.fl.us 605 Suwannee Street, MS 49 Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion

Trip & Equipment Grant Agreement 2018/2019

Form Rev. 06/01/2018

Escambia

of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

10.00 Contracts of the Grantee:

- 10.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.
- 10.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.
- **10.30 Competitive Procurement:** Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during

Trip & Equipment Grant Agreement 2018/2019 Form Rev. 06/01/2018

Page 11 of 23

employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

11.30 Prohibited Interests:

- 11.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.
- **11.32** Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.
- **11.33 Solicitations:** No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.
- **11.34 Former Employees Contractual Services:** Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.
- **11.35 Former Employees Consulting Services:** The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities,

by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

- **11.40 Non-discrimination of Persons With Disabilities:** The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.
- **11.50 Lobbying Prohibition:** No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this section supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.
- **11.60 Public Entity Crimes:** No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

- **11.70 Homeland Security**: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
- 1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
- 2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

12.00 Miscellaneous Provisions:

- **12.10 Environmental Pollution:** All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.
- **12.20 Commission Not Obligated to Third Parties:** The Commission shall not be obligated or liable hereunder to any party other than the Grantee.
- **12.30 When Rights and Remedies Not Waived:** In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.
- **12.40** How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and 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.
- **12.50 Bonus and Commissions:** By execution of the Agreement, the Grantee 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 financing hereunder.
- **12.60 State or Territorial Law:** Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with

the Project.

12.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.80 Purchased Vehicles or Equipment:

- **12.81 Maintenance of Purchased Vehicles or Equipment:** The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.
- 12.82 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the non-sponsored and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20.
- **12.83 Disposal of Purchased Project Equipment:** Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:
- a) While the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the

project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services for the non-sponsored. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

- b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life and at this time the Commission will satisfy its lien of record.
- c) When a Grantee is no longer an eligible recipient of trip and equipment grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.
- **12.84 Equivalency of Service**: In the event that this agreement involves the purchasing of vehicles, upon the Commission's request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission's Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20.

13.00 Contractual Indemnity: It is not intended by any of the provision 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 Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agreements to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers

Trip & Equipment Grant Agreement 2018/2019 Form Rev. 06/01/2018 Escambia and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

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

- **14.00 Appropriation of Funds:** The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, the Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.
- **15.00 Expiration of Agreement:** The Grantee agrees to complete the Project on or before <u>June 30, 2019</u>. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this secion, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2019.
- **16.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- **17.00 Execution of Agreement:** This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.
- **18.00 Vendors and Subcontractors Rights:** Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision

applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor 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 Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516. Vendors may also contact the Department of Financial Services Consumer Hotline at 1-800-342-2762.

19.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

20.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

Trip & Equipment Grant Agreement 2018/2019 Form Rev. 06/01/2018

Escambia

FM/JOB No(s).	43202718401/43202818401		
CONTRACT NO.	G0X22		
AGREEMENT DATE:	July 1, 2018		

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

GRANTEE: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY:	BY:
TITLE: Jack Brown, County Administrator	TITLE: Executive Director (Commission Designee)

Approved as to form and legal sufficiency.

By/fitle:

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G0X22
AGREEMENT DATE:	July 1, 2018

EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and <u>Escambia County Board of County Commissioners</u>, 221 <u>Palafox Place</u>, <u>Pensacola</u>, <u>Florida 32502</u>.

PROJECT LOCATION: <u>Escambia</u> County(ies)

PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2018-19 Program Manual and Application for the Trip & Equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. There shall be an approved eligibility application for each rider who receives a non-sponsored service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the recipient as part of the rider's eligibility file. Capital equipment will consist of:

None.

SPECIAL CONSIDERATIONS BY GRANTEE:

 All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

SPECIAL CONSIDERATIONS BY COMMISSION:

Not applicable.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G0X22
AGREEMENT DATE:	July 1, 2018

EXHIBIT "B" PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and <u>Escambia County Board of County Commissioners</u>, 221 Palafox Place, Pensacola, Florida 32502.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2018-19 Program Manual and Application for the Trip & Equipment Grant. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation, as requested, is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2019. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

	Non-sponsored Trips	\$	682,168.00	43202718401
	TOTAL	\$	682,168.00	
II.	SOURCE OF FUNDS: Commission for the Transportation			
	Disadvantaged State Funds (no mor Local Cash Funds	re than 90%)	\$613,951.00 \$68,217.00
	2018-19 Legislative Proviso Funds			\$.00

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

Local Cash Funds for 2018-19 Legislative Proviso Funds

FY 18/19	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u> Oct</u>	Nov	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	May	<u>Jun</u>
Trips	51,169	51,162	51,162	51,162	51,162	51,162	51,162	51,162	51,162	51,162	51,162	51,162
Capital												

Trip & Equipment Grant Agreement 2018/2019 Form Rev. 06/01/2018 Escambia

Total Project Cost

\$.00

\$682,168.00

TRANSPORTATION DISADVANTAGED TRUST FUND SERVICE RATES EXHIBIT B PAGE 2 OF 2

COMMUNITY TRANSPORTATION COORDINATOR: <u>Escambia County Board of County Commissioners</u> **EFFECTIVE DATE:** <u>July 1, 2018</u>

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile, Trip, or Pass)	COST PER UNIT
Ambulatory	Trip	18.97
Wheelchair	Trip	32.52

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G0X22
AGREEMENT DATE:	July 1, 2018

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Commission for the Transportation Disadvantaged/Florida Department Awarding Agency:

of Transportation

State Project Title: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD)

TRIP AND EQUIPMENT GRANT PROGRAM

CSFA Number: 55.001 *Award Amount: \$613,951.00

Specific project information for CSFA Number 55.001 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO **THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.001 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

^{*}The state award amount may change with supplemental agreements



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14260 County Administrator's Report 13. 3. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Agreement for the Funding of Court Personnel Between the First

Judicial Circuit of Florida and Escambia County, Florida

From: Cathy White, Director of Case Management

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for the Funding of Court Personnel

Between the First Judicial Circuit of Florida and Escambia County, Florida - Catherine A.

White, Director of Case Management

That the Board take the following action concerning the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida:

A. Approve the Agreement for the Funding of Court Personnel between the First Judicial Circuit of Florida and Escambia County, Florida, for the existing Veterans Court Coordinator position as outlined in Exhibit "A" of the Agreement; and

B. Authorize the Chairman to sign the Agreement and any amendments, requests for payment, or other related documents as may be required.

[The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the \$65 Court Fee according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts outlined in Exhibit "A" of the Agreement]

BACKGROUND:

The purpose of the Agreement is to fund the existing Veterans Court Program position under the County's provisions providing 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, effective July 1, 2018. The Court agrees to reimburse the County for salary and employment benefits costs as outlined in Exhibit A of the Agreement.

The Veterans Court Program is a specialized court established to serve veterans struggling with treatable behavioral, mental, or chemical health problems as a result of trauma experienced while serving in a combat zone. The Veterans Court Coordinator oversees veterans' case management, ensures smooth operation and implementation of tasks for the entire program.

BUDGETARY IMPACT:

The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V Local Option portion of the \$65 Court Fee according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts outlined in Exhibit A of the Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County and the Court will coordinate invoicing and payment process.

Attachments

agreement

AGREEMENT FOR THE FUNDING OF COURT PERSONNEL BETWEEN THE FIRST JUDICIAL CIRCUIT OF FLORIDA AND ESCAMBIA COUNTY, FLORIDA

This Agreement is entered into by and between **Escambia County**, ("County"), a political subdivision of the State of Florida having its principal place of business at 221 Palafox Place, Pensacola, FL 32502, and the **First Judicial Circuit of Florida** ("Court") having its principal place of business at 190 Governmental Center, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, pursuant to §29.0081, Florida Statutes, the County and the Court agree that the County will fund in part the position of Veterans Court Coordinator ("Coordinator") to assist in the operation of the Court's Veterans Court Program in Escambia County; and

WHEREAS the County and Court desire to enter into a relationship whereby the County shall provide the funding for the Coordinator position from the Local Option portion of the \$65 additional court costs imposed pursuant to §939.185(1)(a), Florida Statutes, on the terms and subject to the conditions set forth herein and in §29.0081, Florida Statutes.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - COUNTY FUNDING OF COURT PERSONNEL

- 1.1 The County agrees to provide funding for the existing Coordinator position for the Escambia County Veterans Court Program as specified in this Agreement.
- 1.2 Effective July 1, 2018, the County shall provide 40 hours per week salary and all applicable benefits, to include but not limited to additional holiday pay, FICA, life and health insurance and retirement, to the existing Coordinator position.

ARTICLE II - RESPONSIBILITIES AND SUPERVISION

- 2.1 The Coordinator position funded under this agreement shall be hired, supervised, managed, and fired by personnel of the Court. The County shall be considered the employer for purposes of §440.10, Florida Statutes (workers' compensation) and Chapter 443 (unemployment benefits).
- 2.2. The Court shall supervise the Coordinator whose employment is funded in part under this agreement. The Court shall be responsible for compliance with all requirements of federal and state employment laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. §1983, the Family Medical Leave Act, the Fair Labor Standards Act, Chapters 447 and 760, Florida Statutes, and §§112.3187, 440.105, and 440.205, Florida Statutes; and fully indemnify the County from any liability under such laws, as authorized by §768.28(19), Florida Statutes, to the extent such liability is the result of the acts or omissions of the Court or its agents or employees.

ARTICLE III - COST REIMBURSEMENT

3.1 The Court agrees to reimburse the County for salary and employment benefits costs for the Coordinator position not to exceed the amounts as listed in Exhibit A, attached to and incorporated in to this Agreement. The County shall provide documents evidencing the expenses paid for the position and send the Court an invoice the first day of each month for all related costs incurred the preceding month as identified in Exhibit A. The County shall mail such invoices to Cathy White, Director of Case Management, 100 W. Maxwell Street, Pensacola, FL 32502. Payments will be due and payable within 30 days of receipt of invoice and supporting documentation as requested by the Court. The Court will initiate prompt payment procedures upon receipt of a written invoice, submitted in detail sufficient for a proper pre and post-audit. Payment will be made pursuant to §215.422, Florida Statutes.

ARTICLE IV - TERMINATION

- 4.1 This Agreement shall commence upon the date last executed and continue in full force and effect until June 30, 2019, unless another date is agreed to by the parties or upon the expiration of county or state funding for the position. Either party may terminate this Agreement upon sixty (60) days' notice to the other party.
- 4.2 Upon termination or expiration of this Agreement, the County shall provide a final invoice for reimbursement and transfer any requested documents or data to the Court to effect a transition of the funding of the position without disruption.
- 4.3. Each party shall return to the other party copies of any materials received from the other party.

ARTICLE V - MISCELLANEOUS

- 5.1 This Agreement and all rights and duties hereunder may not be assigned, delegated, or otherwise encumbered by any party without the prior written consent of the other party.
- 5.2 All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "overnight courier"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to County:

Escambia County Board of County Commissioners 221 Palafox Place Pensacola, FL 32502 Telephone No.: 850-595-4960

Facsimile No.: 850-595-4810 Email: sdhall@co.escambia.fl.us

ATTN: Stephan Hall

If to Court:

The First Judicial Circuit of Florida 190 Governmental Center Pensacola, FL 32502 ATTN: Will Moore Telephone No.: (850) 595-4400

Email: will.moore@flcourts1.gov Facsimile No.: (850) 595-0360

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy. In addition to the chosen notification method, the parties shall provide courtesy notice of the communication by electronic mail to the email address provided. If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party.

- 5.3 This Agreement shall constitute the entire agreement between the parties hereto and shall supersede any other agreements whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.
- 5.4. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, the parties agree that such action will be brought in the Escambia County Circuit Court and the parties hereby submit to the exclusive jurisdiction of said Courts.
- 5.5 If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.
- 5.6 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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.
- 5.7 The parties shall allow public access to all documents, records, and other materials, subject to the provisions of Chapter 119, Florida Statutes, and Rule 2.420, Florida Rules of Judicial Administration, prepared or received by either party in conjunction with this Agreement. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, or Rule 2.420, 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.

IN WITNESS WHEREOF, the Court and County have executed this Agreement on the dates shown below.

The First Judicial Circuit of Florida ("Court")	
By: Robin Wright, Trial Court Administrator	Date: 6/6/18
Escambia County Board of County Commission	ers ("County")
By: Da Its: Jeff Bergosh, Chairman	te:
ATTEST: Pam Childers Clerk of the Circuit Court By: Deputy Clerk	Approved as to form and legal sufficiency. By/Title: Date: Date:
[SEAL]	
Trial Court Administrator's Office First Judicial Circuit of Florida	*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

EXHIBIT "A"

PERSONNEL COSTS

The personnel costs for the Coordinator position applicable for this Program are:

Annual Salary:	\$39,520.00
FICA	\$3,023.00
Retirement	\$3,130.00
Life & Health	\$15,500.00
Workers Comp	\$260.00
TOTAL COST	\$61.433.00



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14277 County Administrator's Report 13. 4.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Cancellation of Residential Rehab Grant Program Liens

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following June 21, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 20 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Henry H. and Grace B. Battle	1 Greve Court	\$1,250
Angela M. Clark	301 Northwest Syrcle Drive	\$1,272
Stella Dean	1034 Old Corry Field Road	\$4,355
Dennis S. Hogg	103 Brandywine Road	\$4,150
Erik Remo	117 Southeast Kalash Road	\$2,275
Erik Remo	119 Southeast Kalash Road	\$1,745
John E. and Kathleen K. Telhiard	311 Payne Road	\$3,510
Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson	2801 West Jackson Street	\$6,000

Susan M. Black	107 Lakewood Road	\$2,827
Vickie Jenkins	737 Lakewood Road	\$2,390
Jeffrey K. Higgins	301 Lakewood Road	\$3,600
John R. Ryan	107 Payne Road	\$3,466
Irma D. Speed	532 South 1st Street	\$2,825
Patricia H. Gilbert	312 Greve Road	\$5,147
Scott B. Keller	317 South Valencia Street	\$5,117
Douglas K. and Cheryl A. Gibson	835 Polk Avenue	\$4,496
Kim C. Horn	221 Northwest Syrcle Drive	\$4,040
Leon C., Jr., and Deborah E. Mills	205 North Pinewood Lane	\$5,125
Timothy H. Gibson	123 Southeast Kalash Road	\$2,050
Britte Powers	106 Lakewood Road	\$3,950

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LienCX Battle June2018

LienCX Clark June2018

LienCX Dean June2018

<u>LienCX Hogg June2018</u>

LienCX Remo June2018

LienCX Remo June2018

LienCX Telhiard June2018

LienCX Richardson June2018

LienCX Black June2018

LienCX Jenkins June2018

<u>LienCX Higgins June2018</u>

LienCX JRyan June2018

LienCX Speed June2018

LienCX Gilbert June2018

LienCX Keller June2018

LienCX DandCGibson June2018

<u>LienCX Horn June2018</u>

LienCX Mills June2018

LienCX TGibson June2018

LienCX Powers June2018

STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,250 executed by Henry H. and Grace B. Battle, and recorded in Official Record Book 7706 at pages 1332-1333, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS

		ESCAMBIA COUNTY, FLORIDA
		By:
ATTEST:	Pam Childers Clerk of the Circuit Court	
	out Clark	Date Executed:
Det	Deputy Clerk	BCC Approved:
		Approved as to form and legal sufficiency. By/Fitle: ACA Date: A TOTAL

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

3114/2017 CAXII-3(1)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017033040 5/3/2017 3:13 PM
OFF REC BK: 7706 PG: 1332 Doc Type: L
Recording \$18.50

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)
Henry H. and Grace B. Battle

Address of Property

1 Greve Court

Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-331-016**

Total Amount of Lien

\$1,250

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 F	Recipient(s):
Henr	y H. Battle, Property Owner
<u></u>	race B. Battle
Grac	e B. Battle, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknow to me or (e, Property Owner. He () is personally known
The foregoing instrument was acknowledg, 2017 by Grace B. Battle to me or (, That produced	, Property Owner. She () is personally known
Sea MAXWELL ROGERS Ommission # FF 77771 My Commission Expires December 18, 2017	Signature of Notary Public Why well Public Firs Printed Name of Notary Public
For:	Board of County Commissioners of Escalatia County D. B. Underhilf, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court SEAL Deputy Clerk Deputy Clerk	Date Executed: 3/16/20/7 BCC Approved: 03-16-20/7
MARIA CO. L.	Approved as to form and legal sufficiency,

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





Warrington District
1 Greve Court
Sanitary sewer
connection

Project Total \$2,500 Grant Total \$1,250

STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,272 executed by Angela M. Clark, and recorded in Official Record Book 7708 at pages 1228-1229, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

3/14/2017 CAR 4-3(3)

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
Angela M. Clark

Address of Property
301 Northwest Syrcle Drive
Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-212-011**

Total Amount of Lien

\$1,272

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

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

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017034099 5/8/2017 12:54 PM
OFF REC BK: 7708 PG: 1228 Doc Type: L
Recording \$18.50

	For Recipient:
	Angela M. Clark, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknown to me or (), 2017 by Angela N known to me or () has produced	Clark, Property Owner. She () is personally
MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017	Signature of Notary Public Who was a look of County Commissioners of Escambia County By: D. B. Underhill, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court Beputy Clerk SEAL CAMBIA CO. CO. CAMBIA CO. CO. CO. CO. CO. CO. CO. CO.	Date Executed: 3/16/26/7 BCC Approved: 03-14-2017

Approved as to form and legal sufficiency.

By/Title: Date:

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



Warrington District
301 Northwest Syrcle
Drive

Sanitary sewer connection

Project Total \$2,544 Grant Total \$1,272



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,355 executed by Stella Dean, and recorded in Official Record Book 7708 at pages 1226-1227, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Prepared by: Max Rogers, AICP Neighborhood & Human Services Department Community Redevelopment Agency 221 Palafox Place, Suite 305 Pensacola, FL 32502

Escambia County Clerk's Original

3/16/2010 (HX II 5(H)

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name(s)
Stella Dean

Address of Property

1034 Old Corry Field Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-5000-100-009**

Total Amount of Lien

\$4,355

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):

Stella Dean, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

fLDL as identification. D600-781-Y1-722-0

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942783
EXPIRES December 10, 2019

For: Board of County Commissioners of

Printed Name of Notary Public

Escambia County/

By: D. B. Underhill, Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

Deputy Clerk

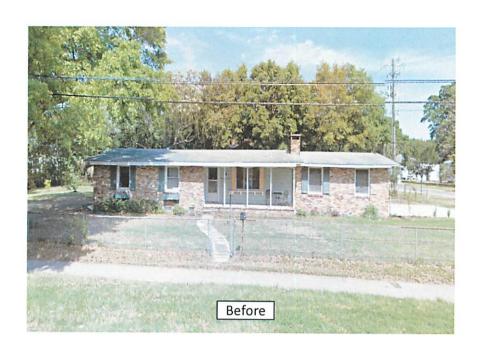
Date Executed: 3/16/2017

BCC Approved: 03-16-2017

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

Date:_



Barrancas District

1034 Old Corry Field Road

Replace Roof

Project Total \$8,710

Grant Total \$4,355



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,150 executed by Dennis S. Hogg, and recorded in Official Record Book 7706 at pages 1326-1327, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

				COUNTY COUNTY, FLO	COMMISSIONERS DRIDA
		Ву:	Jeff Be	ergosh, Cha	irman
ATTEST:	Pam Childers Clerk of the Circuit Court				
Ву:		_	Date	Executed:	
Dep	uty Clerk		всс	Approved:	
				Approved as to isufficiency. By/Fitle	orm and logal

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

12/8/2016 CARII-10(3)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017033037 5/3/2017 3:13 PM
OFF REC BK: 7706 PG: 1326 Doc Type: L
Recording \$18.50

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name **Dennis S. Hogg**

Address of Property

103 Brandywine Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-5015-013-001**

Total Amount of Lien

\$4,150

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:
	Dennis S. Hogg, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledge.	owledged before me this day of day of Hogg, Property Owner. He () is personally known as identification.
(Notary Seal)	Signature of Notary Public Printed Name of Notary Public
SHERRY A DUFFEY MY COMMISSION # FF942753 EXPIRES December 10, 2019 1407) 380-0153 Floridationsystemics com	For: Board of County Commissioners of Escambia County By: Grover C. Robinson, IV, Chairman
	Douglas B. Underhilf
ATTEST: PAM CHILDERS Clerk of the Circuit Court	Chairman Date Executed: 181812016
SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL	BCC Approved: 12-8-2016
	Approved as to form and legal sufficiency.

This instrument prepared by: Sherry Duffey, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502



Barrancas District
103 Brandywine
Replace Roof
Project Total \$8,300
Grant Total \$4,150



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,275 executed by Erik Remo, and recorded in Official Record Book 7706 at pages 1328-1329, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

		BOARE ESCAN		COUNTY UNTY, FLC	COMMISSIONERS ORIDA
		Ву:	Jeff Berg	gosh, Chai	rman
ATTEST:	Pam Childers Clerk of the Circuit Court				
By: Deputy Clerk	why Clark	_	Date Ex	xecuted:	
Det	outy Clerk	BCC Approved:			
				Approved as to to sufficiency. By/Title:	Sunkager

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

3) 16/2019 CMC II-3(a)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017033038 5/3/2017 3:13 PM
OFF REC BK: 7706 PG: 1328 Doc Type: L
Recording \$18.50

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 **Erik Remo**

Address of Property

117 Southeast Kalash Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-541-025**

Total Amount of Lien

\$2,275

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

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

For R	Recipient:
Erik I	Remo, Property Owner
nowledg mo, Prop ス <u>し</u> に	ed before me this day of perty Owner. He () is personally known to as identification.
For:	Signature of Notary Public Signature of Notary Public Printed Name of Notary Public Board of County Commissioners of Escapelia County D. B. Underhill, Chairman
7 sew	Date Executed: 3/16/2017 BCC Approved: 03-/6-2017 Approved as to form and legal sufficiency. By/Title:
	For:

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



Warrington District
117 Southeast Kalash
Road

Sanitary sewer connection

Project Total \$4,550 Grant Total \$2,275



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,745 executed by Erik Remo, and recorded in Official Record Book 7706 at pages 1330-1331, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS

Escambia County Clerk's Original

3/16/2017 BAR A-3 (10)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017033039 5/3/2017 3:13 PM
OFF REC BK: 7706 PG: 1330 Doc Type: L
Recording \$18.50

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 Erik Remo Address of Property

119 Southeast Kalash Road

Pensacola, FL 32507

Property Reference No. 50-2S-30-6090-542-025

Total Amount of Lien

\$1,745

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.

	For Hecipient:
	Erik Remo, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was ackn	no, Property Owner. He () is personally known to
Commission # FF 77771 My Commission Expires December 18, 2017	Signature of Notary Public NAX WELL VUGLUS Printed Name of Notary Public
	For: Board of County Commissioners of Escambia County By: Mo. B. Underhill, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court	Date Executed: 3/14/2017 BCC Approved: 3/14/2017
SEAL SCAMBIACOLORIA	<u>new</u>
	Approved as to form and legal sufficiency. By/Title: Date:

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





Sanitary sewer connection

Project Total \$3,100 Grant Total \$1,550



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,510 executed by John E. and Kathleen K. Telhiard, and recorded in Official Record Book 7708 at pages 1224-1225, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

		ESCAMBIA COUNTY, FLORIDA
		By:
ATTEST:	Pam Childers Clerk of the Circuit Court	
Ву:	ut. Clark	Date Executed:
Dep	uty Clerk	BCC Approved:
		Approved as to form and legal sufficiency. By/Fitte:

Escambia County Clerk's Original

3/16/2017 CAR II-3(11)

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)

John E. and Kathleen K. Telhiard

Address of Property

311 Payne Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-462-022**

Total Amount of Lien

\$3,510

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.

	John E. Telhiard, Property Owner Mathles K. Telhiard, Property Owner				
to me or (<u>)</u> Mas produced <u> </u>	relhiard, Property Owner. He () is personally known some solution. wledged before me this day of K. Telhiard, Property Owner. She () is personally				
(Notary Seal) MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017	Signature of Notary Public Washing I Vo G Gres Printed Name of Notary Public For: Board of County Commissioners of Escandia County By: D. B. Underhill, Chairman				
ATTEST: PAM CHILDERS Of the Circuit Court Deputy Clerk	Date Executed: 3/14/3017 BCC Approved: 3/14/3017				

Approved as to form and legal

aufficiency.

By/Title:

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

For Recipient(s):



Warrington District
311 Payne Road
Replace roof
Project Total \$7,020
Grant Total \$3,510



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$6,000 executed by Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, and recorded in Official Record Book 7730 at pages 1658-1659, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS

Escambia County Clerk's Original

প্রাথিক। বিশ্বাসন্থ Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name(s)
<u>Lizzie B. Richardson,</u>
<u>Sharon D. Richardson, and</u>
<u>Juana L. Richardson</u>

Address of Property
2801 West Jackson Street
Pensacola, FL 32505

Property Reference No. 32-2S-30-1000-002-229

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017046181 6/19/2017 10:09 AM
OFF REC BK: 7730 PG: 1658 Doc Type: L
Recording \$18.50

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.

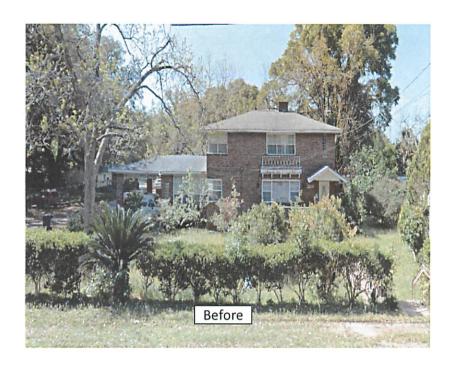
The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent 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.

	Sharon D. Richardson, Property Owner June Sunan Suhausen June L. Richardson, Property Owner
as identification. The foregoing instrument was acknowledge 2017 by Sharon D. Richardson, Property Owner. Share the control of the control o	ed before me this day of, ne () is personally known to me or () has produced.
SHERRY A DUFFEY MY COMMISSION # FF942753 EXPIRES December 10, 2019 H077 308-0153 FloridaMotaryService com	For: Board of County Commissioners of Escainbia/County By:
ATTEST: PAM CHILDERS Clerk of the Circuit Court Deputy Clerk SEAL	Date Executed: 1/16/2117 BCC Approved: 02-16-2017
SEAL E	Approved as to form and legal sufficiency. By/Title:

For Recipient(s):

Lizzle & Richardson, Property Owner

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



Brownsville District
2801 West Jackson Street
Replace roof
Project Total \$12,000

Grant Total \$6,000



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,827 executed by Susan M. Black, and recorded in Official Record Book 7717 at pages 809-810, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Fscam'o'a Coun'y Clerk's Original

3/16/2017 CAR IT-3(2)

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name(s)
Susan M. Black

Address of Property

107 Lakewood Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-1000-050-001**

Total Amount of Lien

\$2,827

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.

Susan M. Black, Property Owner STATE OF FLORIDA **COUNTY OF ESCAMBIA** The foregoing instrument was acknowledged before me this day of the Driver of the Susan M. Black, Property Owner. She (_) is personally known to me or (__) has produced as identification. B420-793-55-847-0 (Notary Seal) herry Printed Name of Notary Public SHERRY A DUFFEY Board of County Commissioners of Escaphola County For: IY COMMISSION # FF942753 By: Date Executed: 3/14/2017 ATTEST: **PAM CHILDERS** Clerk of the Circuit Court BCC Approved: 03-16-2017 Deputy Clerk

Approved as to form and legal

sufficiency

Date:

For Recipient(s):

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



Barrancas District
107 Lakewood Road
Replace roof
Project Total \$5,654
Grant Total \$2,827



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,390 executed by Vickie Jenkins, and recorded in Official Record Book 7717 at pages 803-804, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

					COUNTY OUNTY, FL	COMMISSIONERS ORIDA
		Ву: _	Jeff	Ber	gosh, Cha	airman
ATTEST:	Pam Childers Clerk of the Circuit Court					
		_	Da	ate E	xecuted:_	
Бер	outy Clerk		В	CC A	pproved:_	
				:	Approved as to sufficiency. By/Title:	form and legal

Date: 5/14/18

Escambia County Clerk's Original

4/20/2017 (HAZ 12-1 A(4) Esca

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name Vickie Jenkins

Address of Property
737 Lakewood Road
Pensacola, FL 32507

Property Reference No. **59-2S-30-1000-008-004**

Total Amount of Lien

\$2,390

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.

For Recipient: Unkin	
Vickie Jenkins, Property Owner	

STATE OF FLORIDA

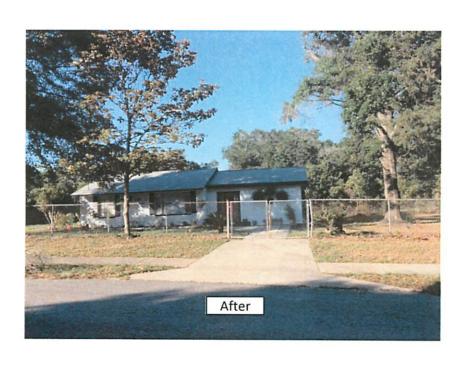
COUNTY OF ESCAMBIA	
The foregoing instrument was acknowled to me or (V) has produced FL D 7525-87	2- as identification.
仏 3 - 670- (Notary Seal)	Sherry Duffey Sherry Duffey Printed Name of Notary Public
SHERRY A DUFFEY MY COMMISSION # FF942753 EXPIRES December 10, 2019 H071 388-0153 Floridatiotary@errica com By:	Board of County Commissioners of Escambia County // // // // // // // // // // // // //
ATTEST: PAM CHILDERS Clerk of the Circuit Court Count Count Deputy Clerk	Date Executed: 4/25/2017 BCC Approved: 04-20-2017

Approved as to form and legal sufficiency.

This instrument prepared by: Sherry Duffey, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502



Barrancas District
737 Lakewood Road
Replace roof
Project Total \$4,780
Grant Total \$2,390



COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,600 executed by <u>Jeffrey K. Higgins</u>, and recorded in Official Record Book <u>7730</u> at pages <u>1660-1661</u>, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

Escambia County Clerk's Original

25/24/7 (プレルーチング) Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name(s)

Jeffrey K. Higgins

Address of Property
301 Lakewood Road
Pensacola, FL 32507

Property Reference No. **59-2S-30-1000-010-002**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017046182 6/19/2017 10:09 AM
OFF REC BK: 7730 PG: 1660 Doc Type: L
Recording \$18.50

Total Amount of Lien

\$3,600

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

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

For Recipient(s):

Jeffry K Higgins
Jeffrey K. Higgins, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ______ day of _____ day of _____ as identification.

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
Floridationary Serves com

For: Board of County Commissioners of

Printed Name of Notary Public

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

Date Executed: <u>6/25/2017</u>

BCC Approved: 05-25-2017

Deputy Clerk

Approved as to form and legal sufficiency

By/Title:

Date:_

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



Barrancas District
301 Lakewood Road
Replace roof
Project Total \$7,200
Grant Total \$3,600



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,466 executed by John R. Ryan, and recorded in Official Record Book 7717 at pages 811-812, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

acambia County
Cierk's Original

| <u>DODO | 日本</u> Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name

John R. Ryan

Address of Property

107 Payne Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-338-017**

Total Amount of Lien

\$3,466

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

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

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

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2017039011 5/23/2017 10:43 AM OFF REC BK: 7717 PG: 811 Doc Type: L Recording \$18.50

	For R	decipient:
	John	R. Ryan, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA		
The foregoing instrument was ack Saplember, 2016 by John R me or () has produced Fr Down	nowledge . Ryan, P	ed before me this day of roperty Owner. He () is personally known to as identification.
	L	Signature of Notary Public
MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017	m	Printed Name of Notary Public
	For:	Board of County Commissioners of Escambia County
	Ву:	Grover C. Robinson, IV, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court	γ	Date Executed: 10/20/201C
Deputy Clerk	lle	BCC Approved: 10-20-2016
AMBIA CO. Little		Approved as to form and sufficiency.

Approved as to form and legal

Date: 2



Warrington District 107 Payne Road

Sanitary sewer connection & electrical rewiring

Project Total \$6,933

Grant Total \$3,466



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,825 executed by Irma D. Speed, and recorded in Official Record Book 7706 at pages 1921-1922, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _______

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _______

Deputy Clerk

BCC Approved:______

Approved as to form and legal

By/litle:

Escambia County Clerk's Original

2/16/2017 CAR #1-19

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017033181 5/4/2017 9:11 AM
OFF REC BK: 7706 PG: 1921 Doc Type: L
Recording \$18.50

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 Irma D. Speed

Address of Property 532 South 1st Street Pensacola, FL 32507

Property Reference No. **50-2S-30-7062-450-037**

Total Amount of Lien

<u>\$2,825</u>

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.

BK: 7706 PG: 1922 Last Page

For Recipient:

Irma D. Speed, Propert

STATE OF FLORIDA **COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this ______, 2017 by Irma D. Speed, Property Owner. She (to me or (___) has produced work to me or (__) ha) is personally known

Printed Name of Notary Public

For:

Board of County Commissioners of

Escambia County

Underhill, Chairman

ATTEST:

MBIA CO

PAM CHILDERS

MAXWELL ROGERS Commission # FF 77771

My Commission Expires December 18, 2017

Clerk of the Circuit Court

Date Executed: 2/14/2117

BCC Approved: <u>62-16-2017</u>

Deputy Clerk

Approved as to form and legal sufficiency

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

7



Warrington District
532 South First Street
Replace roof
Project Total \$5,650

Grant Total \$2,825

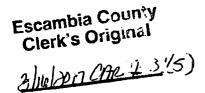


STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,147 executed by Patricia H. Gilbert, and recorded in Official Record Book 7717 at pages 807-808, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

				COUNTY DUNTY, FLO	COMMISSIONERS DRIDA
		TV.			
		Ву: _	Jeff Bei	rgosh, Cha	irman
ATTEST:	Pam Childers Clerk of the Circuit Court				
Ву:		_	Date E	Executed:	
Dep	outy Clerk		BCC A	Approved:	
				Approved as to sufficiency. By/Fitle	form and legal



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

Patricia H. Gilbert

Address of Property

312 Greve Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-598-027**

Total Amount of Lien

\$5,147

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

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

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017039009 5/23/2017 10:43 AM
OFF REC BK: 7717 PG: 807 Doc Type: L
Recording \$18.50

	For Recipient:
	Patricia H. Gilbert, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledge of the country of	owledged before me this day of H. Gilbert, Property Owner. She () is personally LD as identification.
MAXWELL ROGERS (I) MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017	Signature of Notary Public Was Well Printed Name of Notary Public
	For: Board of County Commissioners of Escaphia County By: 0. B. Underhill, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court COUNTY COU	Date Executed: 3/16/2017 BCC Approved: 03-16-2017
MBIA CO.	Approved as to form and legal sufficiency. By/Title: 2/3/17

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



Warrington District
312 Greve Road

Sanitary sewer connection & install new windows

Project Total \$10,294 Grant Total \$5,147



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,117 executed by Scott B. Keller, and recorded in Official Record Book 7717 at pages 805-806, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

			RD OF COUN AMBIA COUNTY	NTY COMMISSIONERS , FLORIDA
		Ву: _	Jeff Bergosh,	Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court			
Ву:			Date Execute	ed:
Dep	uty Clerk		BCC Approve	ed:
			Approve sufficience By/Fitle	Xall In Hara

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

4/20/2017 (AR II-1 A(3)

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 Scott B. Keller

Address of Property
317 South Valencia Street
Pensacola, FL 32507

Property Reference No. **50-2S-30-7060-006-008**

Total Amount of Lien

\$5,117

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:
	Scott B, Kelly
	Scott B. Keller, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing inches months are a class	and advantage was this
The foregoing instrument was acknowledge (100 arc b 2017 by Scott B. F	owledged before me this <u>(</u> day of Keller, Property Owner. He (<u>)</u> is personally known
to me or () has produced FL Dnu	w Lc as identification.
	Signature of Notary Public
	• // •
Commission # FF 77771	MAXWELL RUGGRS
* My Commission Expires	Printed Name of Notary Public
December 18, 2017	•
	For: Board of County Commissioners of
	Escambie/County // //
	By: _// / // // // //////////////////////
	D. B. Underhill, Chairman
	·
ATTEST: PAM CHILDERS	Date Executed: 4/20/2017
Clerk of the Circuit Court	
AND THE PROPERTY OF THE PROPER	BCC Approved: <u>04-20-2017</u>
Deputy Clerk	
SEAL E	
*\DEAL /S	
Maria Constitution	Approved as to form a
MBIA CO.	sufficiency

By/Title:_ Date:___

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



Warrington District
317 South Valencia Street
Install new windows
Project Total \$10,234
Grant Total \$5,117



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,496 executed by Douglas K. and Cheryl A. Gibson, and recorded in Official Record Book 7717 at pages 801-802, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

			77777				COMMISSIONER DRIDA	S
		Ву:	Jeff	f Ber	gosh	, Cha	irman	-
ATTEST:	Pam Childers Clerk of the Circuit Court							
,	. 0	_	Da	ate E	xecu	ed:		
Dep	outy Clerk		В	CC A	pprov	/ed:		
					Approve sufficient	ncy.	form and legal	

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

4/20/2017 CAR FLACU)

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) **Douglas K. and Cheryl A. Gibson**

Address of Property

835 Polk Avenue

Pensacola, FL 32507

Property Reference No. **35-2S-31-1000-024-122**

Total Amount of Lien

\$4,496

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

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

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017039006 5/23/2017 10:42 AM
OFF REC BK: 7717 PG: 801 Doc Type: L
Recording \$18.50

	ryl A. Gibson, Property Owner
The foregoing instrument was acknowled 2017 by Cheryl A. Gi	ged before me this day of bson, Property Owner. She () is personally
MAXWELL ROGERS Commission # FF 77771 Lack Commission Expires December 18, 2017 For:	Signature of Motary Public Manual Roberts Printed Name of Notary Public
ATTEST: PAM CHILDERS Clerk of the Circuit Court Deputy Clerk This instrument Program Manager Neighborhood and Human Services Department Community Redevelopment Agency 221 Palafox Place, Ste. 305 Pensacola, FL 32502	Date Executed: 4/20/2017 BCC Approved: 04-20-2017 Approved as to form and legal sufficiency. By/Title: Date:

For Recipient(s):



Warrington District
835 Polk Avenue
Install new windows
Project Total \$8,992
Grant Total \$4,496



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,040 executed by Kim C. Horn, and recorded in Official Record Book 7719 at pages 1342-1343, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _______

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _______
Deputy Clerk

BCC Approved:______

Approved as to form and legal

sufficiency.

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

4/20/2017 CAR II-1A(8)

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 Kim C. Horn Address of Property
221 Northwest Syrcle Drive
Pensacola, FL 32507

Property Reference No. 50-2S-30-6090-222-012

Total Amount of Lien

\$4,040

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

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

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017040218 5/26/2017 12:50 PM
OFF REC 8K: 7719 PG: 1342 Doc Type L
Recording \$18.50

For Recipient: Kim C. Horn, Property Owner **COUNTY OF ESCAMBIA** day of

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

AMBIA CO

STATE OF FLORIDA

Signature of Notary Public ROCERS

Printed Name of Notary Public

Board of County Commissioners of Escambia County For:

D. B. Underhill, Chairman

ATTEST:

PAM CHILDERS

Clerk of the Circuit Court

Deputy Clerk

Date Executed: _

4/20/2017

) is personally known to

BCC Approved: 04-20-2017

Approved as to form and legal sufficiency.

Date:

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



Warrington District
221 Northwest Syrcle
Drive

Replace roof

Project Total \$8,080 Grant Total \$4,040



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,125 executed by Leon C., Jr. and Deborah E. Mills, and recorded in Official Record Book 7717 at pages 799-800, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

		ESCAMBIA COUNTY, FLORIDA	F
		By:	
ATTEST:	Pam Childers Clerk of the Circuit Court		
By: Dep	uty Clerk	BCC Approved:	
		Approved as to form and legal sufficiency. By/Fitle: Date: 12	

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

4/20/2017 CAR II-1A(9)

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) Leon C., Jr. and Deborah E. Mills

Address of Property 205 North Pinewood Lane 38-2S-30-1001-012-018 Pensacola, FL 32507

Property Reference No.

Total Amount of Lien

\$5,125

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

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

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

> Pam Childers CLERK OF THE CIRCUIT COURT **ESCAMBIA COUNTY FLORIDA** INST# 2017039005 5/23/2017 10:42 AM OFF REC BK: 7717 PG: 799 Doc Type: L Recording \$18.50

	Leon C. Mills N.
	Leon C. Mills, Jr., Property Owner
	1/2/2 18.N W/h
	Deborah E. Mills, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was a war of to me or () has produced R. Dr. 1-1-1	day of Mills, Jr., Property Owner. He () is personally known as identification.
	by b
(Notary Seal)	Signature of Notary Public Sherry Duffey Printed Name of Notary Public
SHERRY A DUFFEY MY COMMISSION & FF942783 EXPIRES December 10, 2019 Floridal Matery Service Com	For: Board of County Commissioners of Escambia County By: D. B. Underhill, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court SEAL B Deputy Clerk	Date Executed: 4/20/2017 BCC Approved: 4/20/2017
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 le sufficiency. By/Title: 3224 4

For Recipient(s):



Warrington District
205 North Pinewood Lane
Replace roof
Project Total \$10,250
Grant Total \$5,125



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,050 executed by Timothy H. Gibson, and recorded in Official Record Book 7717 at pages 797-798, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

		ESCAMBIA COUNTY, FLORIDA
		By: Jeff Bergosh, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	
Ву:		Date Executed:
Dep	uty Clerk	BCC Approved:
		Approved as to form and legal sufficiency.

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

イプログラン 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 **Timothy H. Gibson**

Address of Property

123 Southeast Kalash Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-544-025**

Total Amount of Lien

\$2,050

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

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

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017039004 5/23/2017 10:42 AM
OFF REC BK: 7717 PG: 797 Doc Type: L
Recording \$18.50

	Timothy H. Gibson, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknown to me or () has produced R D	owledged before me this 232 day of H. Gibson, Property Owner. He (_) is personally object to the control of the
(Notary Seal)	Printed Name of Notary Public
SHERRY A DUFFEY MY COMMISSION # FF942753 EXPIRES December 10, 2019 Floridations/Service com	For: Board of County Commissioners of Escambia County By:
	/ D. B. Underhill, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court Deputy Clerk	Date Executed: 4/20/2017 BCC Approved: 04-20-2017

Approved as to form and legal

sufficiency

By/Title: Date:

For Recipient:



Warrington District

123 Southeast Kalash Road

Sanitary sewer connection

Project Total \$4,100

Grant Total \$2,050



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,950 executed by Britte Powers, and recorded in Official Record Book 7719 at pages 1340-1341, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

				COUNTY OUNTY, FLO	COMMISSIONERS DRIDA
		Ву:	Jeff Be	ergosh, Cha	irman
ATTEST:	Pam Childers Clerk of the Circuit Court				
,		_	Date	Executed:	
Dep	uty Clerk		ВСС	Approved:	
				Approved as to sufficiency. By/fitle:	form and legal

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

<u>4ااعاً المجرية المجرية المجرية المجرية (1)</u>
Escambia County Community Redevelopment Agency
Residential Rehab Grant Program

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

Lien Agreement

Applicant Name(s)
Brittie Powers

Address of Property 106 Lakewood Road Pensacola, FL 32507

Property Reference No. <u>59-2S-30-1000-003-014</u>

Total Amount of Lien

\$3,950

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

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

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017040217 5/26/2017 12:50 PM
OFF REC BK: 7719 PG: 1340 Doc Type: L
Recording \$18:50

For Recipient(s): bittie Brittle Powers, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 NE 2017 by Brittle Powers, Property Owner. She (__) is personally known to me or (FLDL Hp. +25-1) as identification.

(Notary Seal) Printed Name of Notary

SHERRY A DUFFEY MY COMMISSION # FF942753 EXPIRES December 10, 2019

Board of County Commissioners of Escambia County For:

D. B. Underhill, Chairman

ATTEST:

COUNTY CO

MEIA CO.

PAM CHILDERS

Date Executed:

Clerk of the Circuit Court

Deputy Clerk

BCC Approved: 04-20-2017

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:_ Date:



Barrancas District
106 Lakewood Drive
Electrical rewiring
Project Total \$7,900
Grant Total \$3,950





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14276 County Administrator's Report 13. 5.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Gulf Power Street Lighting Project Contracts

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Gulf Power Street Lighting Project Contracts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following June 21, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia Community Redevelopment Agency (CRA), concerning the Gulf Power Street Lighting Project Contracts:

A. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule on Old Gulf Beach Highway for \$18,994.40;

B. Approving the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Brownsville Redevelopment Area for \$275,732.96; and

C. Authorizing the Chairman or Vice Chairman to sign the Contracts.

[Funding: Fund 101, Restricted Fund, Cost Center 370104, and Fund 151, Brownsville Tax Increment Financing, Cost Center 370113]

BACKGROUND:

These streetlight projects are to provide pedestrian and vehicle safety enhancements in various neighborhoods. The Old Gulf Beach Highway Area Contract will provide for the installation of 21 LED lighting fixtures. The Brownsville Redevelopment Area Contract will provide for the installation of 412 LED lighting fixtures. Both contracts include one year's worth of energy and maintenance.

BUDGETARY IMPACT:

Funds are available in Fund 101/Cost Center 370104 and Fund 151/Cost Center 370113.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract has been reviewed and approved by Kristin Hual, Assistant County Attorney. Legal advises the Board to note that early termination of these five (5) year contracts will require payment of all unpaid charges for the remainder of the contract term.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the processing of these Contracts.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

After Board approval, NHS/CRA staff will coordinate with Gulf Power and provide updates to the applicable neighborhood organizations.

Attachments

GP Contract Agreement Old Gulf Beach Hwy June2018

GP Contract Agreement Brownsville CRA June2018

DEPUTY CLERK

GULF POWER COMPANY CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 5

	Contract No 18-372
Customer Name _	ESCAMBIA COUNTY BOARD OF COMMISSIONERS Date MAY 9, 2018
DBAN/A	Telephone No850-595-1829
Street Address (St	ubdivision, etc.) of Light(s) OLD GULF BEACH HWY CRA
Billing Address	221 PALAFOX PLACE- SUITE 305 PENSACOLA, FL 32502
Driving Directions	sWEST ON GULF BEACH HWY TO BLUE ANGEL PKWY
Location of Light((s) 20 INTERSECTIONS BETWEEN BLUE ANGEL PKWY & SORRENTO RD
Meter No	Account No NEW JETS WO No 73A42E
operation thereof and and Rules and Regul approved by the Flor Applicant hereby grathe above service adwith the rights of ing endanger said lines. times the property of less than three (3) you install any facilities terminated by notice Schedule "OS (Part connection therewith charges for the full treason of accident, interruption shall not	quests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the d hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" lations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as orida Public Service Commission. In consideration of the supplying and maintannee of said electric current and facilities the ants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at dress its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together greates and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not ears. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to applied for herein, this application becomes a contract for a term of part of the reafter from year toy year until to ether party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such of constitute a breach of the control of G
GULF POWER C	EDECACIE Board of County Commissioners of Escambia County Jeff Bergosh
Application Taken ByJE	EFF CAGLE Jeff Bergosh
Approved by	WENDELL E SMITH Title Chairman
Signature	Authorized Company Representative Signature
Date	5 14 18 Date
ISSUED BY: Attest: Trace	S. W. Connally, Jr. S. W. Connally, Jr. Cy G. Clark, Assistant Secretary Approved as to form and legal sufficiency. By/Fitle: Date: 5/15/18

	Form 5 (C	ontinued)	Contract No	18-372	
FACILITIES FURNISHED:					
Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.	
				\$0.00	
-				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Type Miscellaneous Facility		No.	Price per Item	Total Amount/Mo.	
				\$0.00	
**************************************				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
	Total Base	Monthly Charge****		\$0.00	

^{****} Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 20

18-3742 Contract No.

TOTAL INSTALLED COST	OF FIXTURE(S)	\$12,3	11.76	
	MONTHLY CHARG Rate Schedule OS (I			_
Type Light	Lamp <u>Wattage</u>	# of Lights (a)	Price Per <u>Light*</u> (b)	Total Flat Amount/Mo. (c) = (a) x (b)
ROADWAY 2 LED	103	21	\$4.69	\$98.58
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Total Bas	se Monthly Charge ****		\$98.58
Base monthly charge does not in			ge, Environmental Cha	rge, Energy Conservation

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY AMBLE 5919	CUSTOMER Escambia County
Application Taken By	Customer
Approved By Authorized Company Representative	Title Jeff Bergosh, Chairman
, , , , , ,	Date

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT BY:

DEPUTY CLERK

of

proved as to form and legal

Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

Contract No.

18-3742

DEPUTY CLERK

GULF POWER COMPANY OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO

Form 21

CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED
STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)

		Contract No		-
TOTAL INSTALLED COST OF ADDITIONAL FACIL	ITIES	\$_\$5,150.24		
DESCRIPTION OF ADDITION	IAL FACILITIE	S - PAID UP FRONT		
Type Pole # of Poles Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material	
#4DPX	940'	EYEBOLT	14	
		-		
ole(s), wire, eyebolts and/or other miscellaneous add ne facilities will be changed out at no cost to the Custowever, if any of these facilities have to be changed ne option of one of three billing methods for the additional total installed cost of the replacement of the additional the tariff, or (3) discontinuing the unmetered electric	stomer; and the d out on or afte tional facilities tional facilities,	e billing of these facili r this date, then the C that are replaced: (1	ties will remain as is. Customer will have) paying up front for charge as provided	3
pplication aken By JEFF CAGLE	CUSTO	MER Board of Co	ounty Commission County	ners of
pplication JEFF CAGLE	Custon	ner		m and
pproved By	Title _		osh, Chairman	as to
Authorized Company Representative				Approved as to
SUED BY: Susan Story EFFECTIVE:		January 31	, 2006	Ap
Attest: Dacy y Clark	1		ATTEST: PAM CH	
Tracy G. Clark, Assistant Secreta	arı,		CLERK OF THE CI	went, co



Estimate for DSO# 73A42E

Date: May 4, 2018

One Energy Place Pensacola, FL 32520-0231 850/444-6713, FAX 850/444-6237

Attn: Jeff Cagle

TO: Escambia County Community Redevelopment

221 Palafox Place, Suite 305

Pensacola, FL 32502

Quantity	Description	Amount
1	Paid upfront cost of 21 Roadway 2 LED fixtures and facilities (940' of wire and 14-eyebolts) within Old Gulf Beach Hwy CRA	\$17,462
18	First Year's Energy and Maintenance within Old Gulf Beach Hwy CRA (21 Roadway 2 PUF monthly \$127.70*12)	\$1,532.40
	(see attached sample monthly bill for breakdown)	
	Total	\$18,994.40

^{*}Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option (PUF) the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

If you have any questions concerning this estimate, please call: Jeff Cagle @ 850-444-6713

THANK YOU FOR YOUR BUSINESS!



Energy Charge above.

Current Lighting Service - OS-I	/II - Street and General Area Lighting	
Billing Period		
Sam	ple Monthly Bill for Old Gulf Beach Hwy CRA	
Lighting Charge		\$80.85
Energy Charge		17.64
ECCR+ECR+PPCC		5.61
Facilities Charge		0.00
Fuel Charge	693 kWh x 0.02915	20.20
	Subtotal of Lighting Service	\$124.30
Florida Gross Receipts Tax		1.11
Franchise Fee for Escambia Cr	nty	2.29
	Total Current Lighting Service	\$127.70*
Lighting Components Include	d In This Bill	
21-Roadway 2 PUF		
*Cost subject to change pending	current and any future regulatory rate reviews	
This sample bill is the monthly	cost; we then multiplied it by 12 to get the annual cost f	or this project

on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and

Form 5

GULF POWER COMPANY CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

	Contract No 18-3773
ustomer Name	ESCAMBIA COUNTY BOARD OF COMMISSIONERS 5/23/18
BA N/A	Telephone No850-595-1829 Tax I. D. (if applicable) N/A
reet Address (S	ubdivision, etc.) of Light(s)BROWNSVILLE CRA
lling Address _	221 PALAFOX PLACE SUITE 305 PENSACOLA, FL 32502
riving Direction	SOUTH ON MOBILE HWY TO BROWNSVILLE
ocation of Light	THROUGHOUT BROWNSVILLE
eter No	Account No NEW JETS WO No 73A43Y
The Applicant re	quests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energ
d Rules and Regu	d hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PA lations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes

DEPUTY CLERK

	Form 5 (C	ontinued)	Contract No	18-3773
FACILITIES FURNISHED:				
Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Type Miscellaneous Facility		No.	Price per Item	Total Amount/Mo.
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
·				\$0.00
	Total Base	e Monthly Charge****		\$0.00

^{****} Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT BY:

DEPUTY CLERK

GULF POWER COMPANY OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 20

Contract No.	18-3773
Contract No.	

TOTAL INSTALLED COS	T OF FIXTURE(S)	\$170,	687.48	
	MONTHLY CHARG	GE - FIXTURE(S) PA		_
Type Light	Lamp <u>Wattage</u>	# of Lights (a)	Price Per <u>Light*</u> (b)	Total Flat Amount/Mo. (c) = (a) x (b)
ROADWAY 2 LED	103	412	\$4.69	\$1,932.28
				\$0.00
				\$0.00
				\$0.00
-	nia-		=#	\$0.00
	Total Ba	se Monthly Charge ***	<u>-</u>	\$1,932.28

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY Application Application Application	CUSTOMER	Board of County Commissioners
Application Taken By	Customer	Escanbia County, Florida
1166	oustomer	
Approved By 68	Title	Jefff Bergosh, Chairman
Authorized Company Representative		
	Date	

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Tracy G. Olark, Assistant Secretary

Approved as to form and legal sufficiency.

By/Title: July 13

^{****} Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

GULF POWER COMPANY OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO

CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED
STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)

		Form 21	Contract No	18-3773
TOTAL INSTALLED COST	OF ADDITIONAL FAC	CILITIES	\$_\$74,981.52	
DES	CRIPTION OF ADDITI	ONAL FACILITIE	S - PAID UP FRONT	
Type Pole # of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
	#4DPX	3,525'	EYEBOLT	25
	1.8184			dan
	mad p.			***
				The second secon
NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.				

GULF POWER COMPANY/	1.0
Application Application S/2	3/14
Application Taken By	
11/8/5	
Approved By M G M	7
Authorized Company Representa	tive

CUSTOMER	Board of County Commissioners Escambia County, Florida
Customer _	
Title	Jeff Bergosh, Chairman

Date _____

ISSUED BY:

Susan Story

FFFFCTIVE:

Attest:

Tracy G Clark, Assistant Secretary

January 31, 2006

Approved as to form and legal

sufficiency.

By/Title: Date:

DEPUTY CLERK



Invoice No: DSO# 73A43Y

Date: May 23, 2018

One Energy Place Pensacola, FL 32520-0231 850/444-6713, FAX 850/444-6237

Attn: Jeff Cagle

TO: Escambia County Community Redevelopment

221 Palafox Place, Suite 305

Pensacola, FL 32502

Quantity	Description	Unit Price	Amount
1	Paid up front installed cost of 412 Roadway 2 LED fixtures, 3,525' of #4DPX Wire within Brownsville CRA	\$245,669.00	\$245,669.00
1	First Year's Energy and Maintenance*	\$30,063.96	\$30,063.96
	(see attached sample monthly bill for breakdown)		7-0/000100
	Total Due		\$275,732.96

^{*}Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option (PUF) the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

Make all checks payable to:
GULF POWER COMPANY
Attn: Jeff Cagle
One Energy Place
Pensacola, FL 32520 -0231

If you have any questions concerning this invoice please call: Jeff Cagle @ 850-444-6713

THANK YOU FOR YOUR BUSINESS!



Current Lighting Service - OS-	I/II - Street and General Area Lighting	
Billing Period		
	Sample Monthly Bill for Brownsville CRA	
Lighting Charge		\$1,586.20
Energy Charge		346.08
ECCR+ECR+PPCC		109.99
Facilities Charge		C
Fuel Charge	13,596 kWh x 0.02915	396.32
	Subtotal of Lighting Service	\$2,438.59
Florida Gross Receipts Tax		21.87
Franchise Fee for Escambia C	nty	44.87
	Total Current Lighting Service	\$2,505.33*
Lighting Components Include	ed In This Bill	
412-Roadway 2 PUF		
*Cost subject to change pending	current and any future regulatory rate reviews	
	y cost; we then multiplied it by 12 to get First Year's I	
	as stated on the contract is obtained by adding the Li	
Energy Charge above.		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14220 County Administrator's Report 13. 6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Copier Lease with RJ Young Company, Inc., for placement in the

Brownsville Community Resource Center

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Copier Lease with RJ Young Company, Inc. - Tonya Gant, Director, Neighborhood & Human Services Department Director

That the Board award a Purchase Order for a 48-month lease for a Ricoh Model MP C4504 digital copier system to RJ Young Company, Inc., for placement in the Brownsville Community Resource Center, for an annual amount of \$1,447.68, plus cost per copy at \$.0049 for black and white and \$.045 for color, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106- Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 101, Restricted Fund, Cost Center 370105, Community Center Rentals, Object Code 54401, Rentals and Leases]

BACKGROUND:

The Department of Neighborhood & Human Services is continuing placement of necessary equipment for use in the Brownsville Community Resource Center. To utilize available funding in the best manner, quotes for lease of a digital copier system were requested of three vendors. Of the quotes, RJ Young provided the lowest and most responsive overall cost per month. This leasing option locks in a stabilized monthly lease rate of \$120.64, with a cost of \$.0049 per black and white copy, and \$.045 per color copy.

BUDGETARY IMPACT:

Funding is available in Fund 101, Restricted Fund, Cost Center 370105, Community Center Rentals, Object Code 54401, Rentals and Leases.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal impact associated with this recommendation.

PERSONNEL:

There is no personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 – Multi-Year Lease and Lease Purchase Agreements. Quotes were solicited and obtained from three different vendors. The vendor with the lowest, and most responsive overall cost per month was selected.

IMPLEMENTATION/COORDINATION:

The Department of Neighborhood and Human Services will coordinate with the Office of Purchasing to issue the necessary purchase order.

Attachments

Summary Form

RJ Young Quote Form

CPC Tech Quote Form

KonicaMinota Quote Form

Neighborhood & Human Services Lease Quotes-Digital Color Copier System

VENDOR	COPIER SYSTEM	48 MONTH LEASE	MONTHLY FEE	OVERAGE RATE PER B/W COPY	OVERAGE RATE PER COLOR COPY
RJ Young	Ricoh MP C4504	\$120.64		0.0049	0.045
CPC Office Technologies	Sharp MX-3050V	\$127.42		\$0.0086	\$0.0475
Konica Minolta Business Solutions	Konica Minolta Bizhub C308	\$146.05		\$0.0055	\$0.042

NHS-Brownsville Community Resource Center – 3200 W. DeSoto Street, Pensacola, FL - (850) 595-3130 Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) - Minimum Print PPM: 45

Proposed Copier Brand and Model	Ricoh MP C4504 Digital Color Copier System
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	\$120.64 per Month
60-Month (5-Year) Monthly Lease Cost (preferable)	

		ded in ise?	Addtl Cost	
Description of Required Features	Y	N	(If Any)	Comments
Document Feeder: Automatic Reversing Document Feeder				
or Single Pass Document Feeder? (state which type and paper capacity in "Comments")	X			Single Pass Duplexing Document Feeder. 220 Sheets
Auto Duplex	X			Unlimited Capacity (5.5 X 8.5 up to 12 X18)
Paper Trays Included (list paper capacity in "Comments")	Х			Three 550 Sheet paper trays included in price
Additional Paper Trays, if not included (list capacity in "Comments")		x	\$5.00 mo	1 additional tray can be added. Cost represents 60 months
Bypass Tray (list capacity in "Comments")	X			100 Sheet Capacity. Up to 80lb paper
Sheet / Stapler Finisher (minimum 500-sheet)	X			1000 Sheet Capacity
Other Finisher Option (list in "Comments)		X		500 Sheet finisher is available if requested at lower cost
Image Enlargement/Reduction	X			25% up to 400%
Supported Paper Sizes (list in "Comments")	X			3.5 X 5.8 up to 12 X 18"
Supported Paper Types (labels and envelopes required - list in "Comments")	X			Yes on labels and evelopes. Any stock up to 166lb index
Cabinet Stand		X		Not required when adding additional paper cassettes
User Codes (list maximum in "Comments")	X			Up to 1000 accounts
Network Printing	X			
Fax Capability (Walk-up & Network)	X			
Scanning Capability (Walk-up & Network)	X			
Hole Punch Capability	X			
Stapling Capability (list staple capacity in "Comments")	X			50 sheet stapling and 5 sheet stapleless stapling
Staples Included?	X			As per State of Florid approved USF Contract
Toner Included?	X			As per State of Florid approved USF Contract
Installation and Training Included?	X			
Technical/Repair Services? (Indicate Response Time in "Comments")	X			5 Hr guaranteed in person response time. 1 Hr by Phone
Total of Options			N/A	No options required unless reconfiguration is requested
Cost per Copy - B/W		X	0.0049	Service billed per copy based on State of Florica Contract
Cost per Copy - Color		X	0.045	Service billed per copy based on State of Florica Contract
Company Name	R J You	ing Com	pany, Inc.	
Representative Name	Jeff Eng	glish		
Representative Contact Number(s)	850-255-0511			
Date Quote Submitted				

Copies Included Package (if available)

Cost Per Month:	
B/W Copies Included:	0
Color Copies Included	0

Cost Per Copy - Overage B/W Copies	0.0049
Cost Per Copy - Overage Color Copies	0.045

NHS-Brownsville Community Resource Center - 3200 W. DeSoto Street, Pensacola, FL - (850) 595-3130 Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) - Minimum Print PPM: 45

Proposed Copier Brand and Model	Sharp MX-3050V
36-Month (3-Year) Monthly Lease Cost	\$154.56
48-Month (4-Year) Monthly Lease Cost	\$127.42
60-Month (5-Year) Monthly Lease Cost (preferable)	\$108.58

		ded in ise?	Addtl Cost		
Description of Required Features	Y	N	(If Any)	Comments	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in "Comments")	Y			Reversing Duplex	
Auto Duplex	Y			Unlimited	
Paper Trays Included (list paper capacity in "Comments")				Three 550 Sheet Paper Trays	
Additional Paper Trays, if not included (list capacity in "Comments")					
Bypass Tray (list capacity in "Comments")				100 Sheet Bypass Tray	
Sheet / Stapler Finisher (minimum 500-sheet)	Υ			500 Sheet Capacity	
Other Finisher Option (list in "Comments)				2 or 3 hole punch included	
Image Enlargement/Reduction	Υ			25% - 400% reduction and enlargement	
Supported Paper Sizes (list in "Comments")			,"	8.5 X 5.5. up to 12 X 18	
Supported Paper Types (labels and envelopes required - list in "Comments")				Envelopes, Labels, Cardstock, Plain,and Recycled.	
Cabinet Stand			,	Includes Paper Bank	
User Codes (list maximum in "Comments")	Υ			Up to 10,000	
Network Printing	Υ				
Fax Capability (Walk-up & Network)	Υ				
Scanning Capability (Walk-up & Network)	Υ				
Hole Punch Capability	Υ				
Stapling Capability (list staple capacity in "Comments")	Υ	<u> </u>			
Staples Included?	Y				
Toner Included?	Υ				
Installation and Training Included?	Υ				
Technical/Repair Services? (Indicate Response Time in "Comments")				4 Hour average response. Locally stocked parts and supplies	
Total of Options				\$4,794.00 (If Purchasing instead of leasing)	
Cost per Copy - B/W				.0086	
Cost per Copy - Color				.0475	
Company Name	CPC	Office	Office Technologies		
Representative Name	Greg	g Koc	ntz		
Representative Contact Number(s)	(850)	432-	1580		
Date Quote Submitted	May	03, 2	018		

Copies Included Package (if available)

Cost Per Month:		
B/W Copies Included:		
Color Copies Included		•

Cost Per Copy - Overage B/W Copies	
Cost Per Copy - Overage Color Copies	

Using State of FL Copier Contract 600-000-11-01

NHS-Brownsville Community Resource Center - 3200 W. DeSoto Street, Pensacola, FL - (850) 595-3130 Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) - Minimum Print PPM: 45

Proposed Copier Brand and Model	Bizhub C458
36-Month (3-Year) Monthly Lease Cost	\$ 179.19
48-Month (4-Year) Monthly Lease Cost	¥146.65
60-Month (5-Year) Monthly Lease Cost (preferable)	N/A - Not available on State of FL Contract

	Inclu	ned in			
	Lez	se?	Addtl Cost		
Description of Required Features	Y	N	(If Any)	Comments	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in "Comments")	/			Single Pass Document Feeder (300-sheet	t Ca
Auto Duplex	V				
Paper Trays Included (list paper capacity in "Comments")	/			Comes with 2 paper frays and stand - 1,150 G	apai
Additional Paper Trays, if not included (list capacity in 'Comments")		√	\$5.08 ⁽⁴⁾	2 additional trays (4 total) - 2,150 Cap	paci
Bypass Tray (list capacity in "Comments")	V			150 sheets Capacity	
Sheet / Stapler Finisher (minimum 500-sheet)		/	17.12	(48 Months) Outer Staple Finisher Babosh	eet
Other Finisher Option (list in "Comments)		/	NA	(48 Months) Outer Staple Finisher Batosh * Inner Staple Finisher pared	-pu
mage Enlargement/Reduction	V		- 10		belo
Supported Paper Sizes (list in "Comments")				Up to 12"x18"	
Supported Paper Types (labels and envelopes required - list n "Comments")	·/			u to 25665M	
Cabinet Stand	V				
User Codes (list maximum in "Comments")	/			Maximum of 1,000 use code)	
Network Printing	~		NA		
Fax Capability (Walk-up & Network)	V				
Scanning Capability (Walk-up & Network)	V				
Hole Punch Capability		V	₹3.07	23 hole punch (48 month price)	
Stapling Capability (list staple capacity in "Comments")		1	45.51	50-sheet Internal Stapker (48 month price)	
Staples Included?	/			Tout ded with service agreement (Kost	PU
Foner Included?	/			Included with service agreement (cost	Þqc
nstallation and Training Included?	/				, '
Technical/Repair Services? (Indicate Response Time in 'Comments'')	/			lesponse the within 4 hours	
Fotal of Options	/				
Cost per Copy - B/W		1	0.0055	0.0055 per copy	
Cost per Copy - Color		V	0.042	0.042 per copy	
Company Name	KO	NI CO	Mino	Ha Business Solutions	
Representative Name			COOK		
Representative Contact Number(s)			5-6122		
		24			

Copies Included Package (if available)

7
Ø
6

Cost Per Copy - Overage B/W Copies	\$0,0055
Cost Per Copy • Overage Color Copies	10.042



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14287 County Administrator's Report 13. 7.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Change Order Number 1 to Purchase Order 180052 to Motorola

Solutions Inc

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Motorola Solutions, Inc., for the Public Safety Department's P25 Maintenance Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Motorola Solutions, Inc., Change Order:

A. Approve and authorize the County Administrator to execute the Change Order Number 1, adding funds for the P25 Maintenance Agreement for the Communications Division through the balance of the Fiscal Year, per the following:

Department:	Public Safety
Division:	Communication
Type:	Addition
Amount:	\$102,374.52
Vendor:	Motorola Solutions, Inc.
Project Name:	N/A
Contract:	USC000015559
Purchase Order #:	180052
Change Order #:	1
Original Award Amount:	\$365,127
Cumulative Amount of Change Orders through this CO:	\$102,374.52
New PO Total:	\$467,501.52

B. Authorize the issuance of a Budget Amendment from the General Fund Reserves for Operating, in the amount of \$51,188, in order to cover 50% of the shortage of funds necessary to complete Change Order #1, due to a Motorola Solutions, Inc., billing error. This is the amount due per the contract with Motorola Solutions, Inc. However, they failed to send an invoice for this payment. The other 50% of funds are available in the current Fiscal Year 2017/2018 Communications Budget.

[Funding Source: Fund 001, General Fund, Cost Center 330403, Communications]

BACKGROUND:

Upon a review of the Purchase Order, it has been determined that an additional \$102,374.52 is needed to pay outstanding invoices from FY 16/17 due to a Motorola Billing error. This is the amount due per the contract with Motorola. However, they failed to send an invoice for this payment.

BUDGETARY IMPACT:

Funds will be available in Fund 001, General Fund, Cost Center 330403, Communications after the approved budget amendment.

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.

Attachments

PO 180052

(850) 595-4980

PURCHASE ORDER NO. 180052

BOARD OF COUNTY COMIN	MISSIONE
ESCAMBIA COUNTY FLORIDA	
213 PALAFOX PLACE SECOND FLOOR S	UITE 11.101
PO BOX 1591	
DENICACOLA EL 22501.1501	

Ņ PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com **CLERK OF THE COURT & COMPTROLLER** Ô HON. PAM CHILDERS 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843

>EZDOS	135001 MOTOROLA SOLUTIO 500 W MONROE ST CHICAGO IL 6066	NS INC 44TH FI	251-625-2280 [*] GR	
Ř			_	

PUBLIC SAFETY FACILITY 6575 NORTH "W" STREET PENSACOLA, FL 32505-1714 ATTN: TAMIKA WILLIAMS, 471-6425

ORDER	DATE: 10/0	2/17	BUYER: PAUL NOBLES	REQ.	NO.: 180	0005	6 RE	Q. DATE: 10/07	/17
TERMS	NET 30	DAYS	F.O.B.: PRE-PAY AND ADD	DESC	: MAINT	OF	P25	MICROWAVE	SY
ITEM#	QUANTITY	NOM	DESCRIPTION		UNI	IT PRIC	Œ	EXTENSION	ı
01	1.00	LOT	THIS BLANKET PO FOR MAINTENANCE OF SYSTEM MAINTENANCE OF THE COUNTYS P25 DIGI UHF RADIO SYSTEM, MICROWAVE SYSTEMS FIXED EQUIPMENT.	TAL			000	365,127	.00
02	1.00		PER SERVICE AGREEMENT CONTRACT #USC000015559 FOR THE PERIOD OF 10/01/17 THRU 9/30/18. BCC EXPENDI APPV'D 9/7/2017	TURE	3	. 0	000		.00

RECEIVED

OCT 4 2017

COUNTY ADMINISTRATOR'S OFFICE

ITEM#	ACCOL	JNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$	365,127.00
ı	330403 330403	54601 54601	365,127.00	/III t	TOTAL	\$	365,127.00
				7			
			APPROVED B	(femi	(Ba	4	2
	ID 85-8013888011C-3 ID 59-6000-598		Original Purchase Order	1		da	BW



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor P.O. BOX 1591 PENSACOLA, FL 32591-1591 TELEPHONE (850) 595-4980 (SUNCOM) 695-4980

Paul R. Nobles Purchasing Manager

TELEFAX (850) 595-4805 https://myescambia.com/our-services/purchasing



RESEARCH SHEET FOR MINORITY- and WOMEN-OWNED BUSINESS ENTERPRISES (MWBE)

0	I have reviewed the City of Pensacola Certified Firm Directory web page (http://www.ci.pensacola.fl.us/DocumentCenter/Home/View/9744) and have contained following firms:				
	Firm #1				
	Firm #2				
	Firm #3				
0	I have reviewed the City of Pensacola Certified Firm Directory web page (http://www.ci.pensacola.fl.us/DocumentCenter/Home/View/9744) and could find no firms listed that can supply or fill this need.				
•	MWBE is not applicable for this project.				
	Continuing Contract #:				
	Or Board Approval By: 9/7/17				
	Single Source: Yes No				
	Other:				
	Form Completed by: Tamika Williams 9/28/17				
	Name Date				
	Signature				

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-26. Approval of Various Consent Agenda Items



Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, approving Consent Agenda Items 1 through 26, as follows, with the exception of Items 4, 12, and 25, which were held for separate votes:

- Taking the following action concerning an expansion of the existing card key system at the M.C. Blanchard Judicial Center and the issuance of the corresponding Purchase Order to Johnson Controls (this will not impact the General Revenue Fund; Funding: Fund 115, Court Security Article V, Cost Center 410505, Object Code 56201):
 - A. Authorizing the single-source purchase of upgraded equipment from the original manufacturer for the expansion of the existing card key system at the M.C. Blanchard Judicial Center, which is to include the installation and programming of wireless emergency exit buttons at the Judges' benches into the existing control panel, installation of entry/exit access to the 3rd and 4th Floor Courtrooms, and the installation of a server, workstation, and badging station; and
 - B. Authorizing the issuance of a Purchase Order to Johnson Controls for the purchase, installation, and programming of the equipment, workstation, and badging station.
- Approving the street name "Mossy Oak Drive" for a private road running east off of the 5500 Block of North Highway 29 and 140 feet south of Chance Road; 100% of the property owners signed the petition; this street is in Commission District 5 (Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 55201).
- Approving, and authorizing the Chairman to sign, the Annual Certified Budget for Mosquito Control for Fiscal Year 2017-2018, as required by the Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services, relating to the Mosquito Control Division, Department of Natural Resources Management (Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M & A State One Funds).

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-26. Approval of Various Consent Agenda Items Continued
 - 4. See Page 45.
 - 5. Taking the following action concerning Amendment No. 2 with the State of Florida Department of Environmental Protection (DEP), for Agreement No. S0705, and the Florida Fish and Wildlife Conservation Commission (FWC), for Agreement No. 13212, to provide financial assistance for increased compliance with Article 5, Section 4-5.8, of the Escambia County Land Development Code (Funding: Fund 110, Other Grants & Projects Fund, Cost Center 221022, no matching funds required):
 - A. Accepting Amendment No. 2 with DEP (Agreement No. S0705) and FWC (Agreement No. 13212), to provide financial assistance for increased compliance with Article 5, Section 4-5.8, of the Escambia County Land Development Code, in the amount of \$125,000, relating to lighting retrofits on Perdido Key and Pensacola Beach to minimize impacts to nesting beaches; and
 - B. Approving, and authorizing the Chairman to sign, Amendment No. 2 and any future amendments relating to no-cost extensions, subject to Legal review and sign-off, without further action of the Board.
 - 6. Taking the following action concerning the Service Agreement, Contract Number USC000015559, with Motorola Solutions, Inc., for maintenance of the County's P25 Digital UHF Radio system, microwave system, and fixed equipment, in the total amount of \$730,254, for the period of October 1, 2017, through September 30, 2019 [Funding: Fund 001, General Fund, Cost Center 330403, Communications, Object Code 54601, Repair & Maintenance):
 - A. Approving, and authorizing the Chairman to sign, the two-year Service Agreement; and
 - B. Authorizing the issuance of a Purchase Order, in the amount of \$365,127, to Motorola Solutions, Inc., for the period October 1, 2017, through September 39, 2018.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14040 County Administrator's Report 13. 8.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Federally-Funded Subaward and Grant Agreement, Contract

Number 18-DS-X1-01-27-01

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federally-Funded Subaward and Grant Agreement, Contract Number 18-DS-X1-01-27-01 - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Federally Funded Subaward and Grant Agreement:

A. Approve the State of Florida Division of Emergency Management, Federally-Funded Subaward and Grant Agreement, providing Escambia County Fire Rescue funding, in the amount of \$51,390, through Grant Number EMW-2017-55-00061, for the Hazardous Materials Team; and

B. Authorize the Chairman to sign the Agreement.

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

This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

BACKGROUND:

The State of Florida Division of Emergency Management distributes grants for the sustainment of the State's Hazardous Materials Teams. The State issues these funds to counties as sub-recipients to be used for training and sustainment of those teams. Escambia County Fire Rescue has a Hazardous Materials Response Team. The grant fund will be used to support the sustainment of the team's equipment and training.

BUDGETARY IMPACT:

This cost-reimbursement Agreement will provide a grant totaling \$51,390.00 to be expended for Hazmat training and equipment sustainment.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Assistant County Attorney Kristin Hual and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of Agreements.

IMPLEMENTATION/COORDINATION:

Upon final approval by the Board and the State, Escambia County Fire Rescue will coordinate with OMB and Finance to establish the appropriate Cost Center.

Attachments

Hazmat Grant

Contract Number:

18-DS-X1-01-27-01-

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "sub-award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a sub-award to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "sub-award" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

Sub-Recipient's name:	Escambia County
Sub-Recipient's unique entity identifier (DUNS):	075079673
Federal Award Identification Number (FAIN):	EMW 2017-55-00061
Federal Award Date:	September 1, 2017
Sub-award Period of Performance Start and End Date:	DOE - August 31, 2019
Amount of Federal Funds Obligated by this Agreement:	\$51,390.00
Total Amount of Federal Funds Obligated to the Sub-Recipient	
by the pass-through entity to include this Agreement:	\$51,390.00
Total Amount of the Federal Award committed to the Sub-Recipient	
by the pass-through entity:	\$51,390.00
Federal award project description (see FFATA):	
Name of Federal awarding agency:	The Dept. of Homeland Security
Name of pass-through entity:	Fl. Div. of Emergency Management
Contact information for the pass-through entity:	2555 Shumard Oak Blvd.
	Tallahassee, FL. 32399-2100.
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.067
Whether the award is R&D:	_No (N/A)
Indirect cost rate for the Federal award:	24.13

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Sub

Recipient"). For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the Recipient of a sub-award.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,
 - C. The Division has statutory authority to disburse the funds under this Agreement. THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

- a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
 - b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:
- i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

- vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:
 - i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.
 - b. The Division's Grant Manager for this Agreement is:

Teresa A. Warner

2555 Shumard Oak Blvd.

Tallahassee, FL. 32399-2100

Telephone: 850-815-4351

a. Email:Teresa.warner@em.myflorida.com The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Norman W. Robinson II.

6575 N."W" Street

Pensacola, Florida 32505

Telephone: 850-475-5557

Fax: 850-475-5535

Email: nwrobins@myescambia.com

b. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on <u>August 31</u>, <u>2019</u> unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$ 51,390.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A and B, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:
 - i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
 - i. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases Recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
- e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
- f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2)

reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.
- i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work Attachment A and B and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

<u>DEMSingle Audit@em.myflorida.com</u> DEMSingle_Audit@em.myflorida.com

<u>OR</u>

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

<u>DEMSingle Audit@em.myflorida.com</u> DEMSingle_Audit@em.myflorida.com

<u>OR</u>

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

(12)REPORTS

- a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.
- b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
- c. The closeout report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(13)MONITORING.

- a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly report.
- b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

- a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.
- b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

- a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;
- c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
 - c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - e. Exercise any corrective or remedial actions, to include but not be limited to:
- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected.
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
 - f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

- a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

- a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
- b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."
- c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.
- d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §\$200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not

constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.
- e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:
- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.
- f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

- g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:
- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;
 - iii. Use noncompetitive pricing practices between firms or between affiliated

companies;

contracts;

- iv. Execute noncompetitive contracts to consultants that are on retainer
 - v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
- j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
- k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.
- I. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
 - c. This Agreement has the following attachments:
 - i. Exhibit 1 Funding Sources
 - ii. Attachment A Budget
 - iii. Attachment B Scope of Work
 - iv. Attachment C Deliverable and Performance
 - v. Attachment D Program Statutes and Regulations
 - vi. Attachment E Justification of Advance Payment
 - vii. Attachment F Warranties and Representations
 - viii. Attachment G Certification Regarding Debarment
 - ix. Attachment H Statement of Assurances
 - x. Attachment I Mandatory Contract Provisions
 - xi. Attachment J Monitoring Guidelines
 - xii. Attachment K EHP Guidelines
 - xiii. Attachment L Reimbursement Checklist

(20)PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florid Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.
- b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.
- d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- e. Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

- f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,
- iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.
- h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.
- i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.
- j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.
- k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

- a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite

for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

- a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.
- c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.
- d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

- c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.

(32)<u>CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS</u> <u>ENTERPRISES, AND LABOR SURPLUS AREA FIRMS</u>

- a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- iii. Dividing total requirements, <u>when economically feasible</u>, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, <u>as appropriate</u>, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out <u>and</u> document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Date:_____

EXHIBIT - 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Sub-Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management Catalog of Federal Domestic Assistance title and number: 97.067

Award Amount: \$51,390.00.

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Sub-Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

- First applicable compliance requirement: Sub-Recipient is to use funding to perform eligible activities as identified FY 2017 Department of Homeland Security Notice of Funding Opportunity.
- Second applicable compliance requirement (e.g., eligibility requirements for Sub-Recipients of the resources: Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with the terms of the Agreement.
- 3. Third applicable requirement: Sub-Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

Attachment A

PROPOSED PROGRAM BUDGET

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at http://www.fema.gov/authorized-equipment-list.

The *transfer of funds between the categories* listed in the "Proposed Program Budget" *is permitted*. However, the *transfer of funds between Issues is strictly prohibited*.

Grant	FY 2017 Homeland Security Grant Program		
Recipient Agency	Escambia County		
Category(s)	Issue Number/Project Title	Amount Allocated	
Planning Expenditures			
Organizational Expenditures			
Exercise Expenditures			
Training Expenditures	Issue 13 Hazmat Refresher (Backfill & O.T. bimonthly training courses)	\$13,290.00	
Equipment Expenditures	Issue 3 Hazard Material Sustainment & Maintenance	\$38,100.00	
Management and Administration (up to 5%)			
Total Award	\$51,390.00		

BUDGET DETAIL WORKSHEEET

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", <u>after</u> the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

			76/8/ 06/6
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities			
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives			
Developing related terrorism and other catastrophic event prevention activities			
Developing and enhancing plans and protocols			
Developing or conducting assessments			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs (in accordance with operational Cost Guidance)			
Issuance of WHTI-compliant Tribal identification cards			
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs			
Coordination with Citizen Corps Councils for public information/education and development of volunteers			
Update governance structures and process and plans for emergency communications			
Activities to achieve planning inclusive of people with limited English proficiency			
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	1	\$13,290.00	\$13,290.00
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training			
Training Workshops and Conferences			
Activities to achieve training inclusive of people with disabilities and others with access and functional needs			
Full or Part-Time Staff or Contractors/Consultants			
Certification/Recertification of Instructors			

Cost
SCENE CO.

	2011		
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			
Interoperable communications exercises			
TOTALE	MERCISEIEM	SYDITURES:	\$ 1
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list .	Quantity	Unit Cost	Total Cost
Personal protective equipment	y		
	4	\$1500	\$6000
Sirius Calibration Gas			
	4	\$250	\$1000
MSA Safesite Calibration			
	1	\$300	\$300
TVA 1000 replacement parts and maintenance agreement			100
	1	\$1800	\$1800
Responder RCI Maintenance Agreement			***************************************
	1	\$4750	\$4750
HazmatID Maintenance Agreement			
	1	\$5500	\$5500
GasID Maintenance Agreement			
	2	\$5500	\$11000
Innotec M256 Kit Replacement		12-	
	1	\$250	\$250
Fluke Radiation Monitor Calibration			
	2	\$400	\$800
Canberra Dosimeter Calibration			parting the same
	1	\$1200	\$1200
Shipping for detection equipment maintenance	4	#7F0	¢750
Hazmat CAD sepsors/repair	1	\$750	\$750
Hazmat CAD sensors/repair	2	04.500	64500
	1	\$1500	\$1500
LCD 3.3 service/repair			

		£4050	64050
Sirius Calibration rangis/maistanana	1	\$1250	\$1250
Sirius Calibration repair/maintenance		61000	¢2000
lancation and Occasion Oct.	2	\$1000	\$2000
Inspection and Screening Systems	 		
Andread and Plant			
Animal and Plants			
CBRNE Prevention and Response watercraft		T	
CBRNE Aviation Equipment		T	
CBRNE Logistical Support Equipment		T	r
			· · · · · · · · · · · · · · · · · · ·
Intervention Equipment		·	
All			
Other authorized equipment costs (include any construction or renovation provided by FEMA prior to the use of any funds for construction or renova		vritten approval r	nust be
TOTAL EG	UIPMENT EXPE	NDITURES	\$
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost
application requirements, and compliance with reporting and data collection requirements Development of operating plans for information collection and			
processing necessary to respond to DHS/FEMA data calls			
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.			
Travel expenses		33	
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at http://www.ojp.usdoj.gov/FinGuide).			
Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			

Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.			
ТО	TAL M&A EXPEN	NDITURES	\$
	TOTAL EXPEN	NDITURES	\$

ATTACHMENT B

SCOPE OF WORK

Sub-Recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2017 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description -

Issue 13 – Regional Hazmat Refresher: Training & Exercise project support the sustainment of team capability. To maintain the highest response capability departments must ensure members are proficient and certified at CBRNE level skills and knowledge in detection, identification and containment of extremely hazardous substances, this project funds not only new members but maintains the advanced skills and knowledge of exiting members.

Issue 3 – Hazard Material Sustainment: Reoccurring project that supports the sustainment and maintinence of advanced devices to detect and identify CBRNE substances for 19 approved Type 1 CBRNE capable hazardous material teams. This is a reoccurring project directly associated with the health and safety of the first responders and the public by quickly detecting and then identifying that may be immediately deadly to life and health.

II. Categories and Eligible Activities

FY 2017 allowable costs are divided into the following categories for this agreement: **Planning, Organizational, Exercise, Training, Equipment and Management and Administration.** Each category's allowable costs has been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

SHSP funds may be used for a range of emergency preparedness and management planning activities and such as those associated with the development of the THIRA, SPR, continuity of operations plans and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in *CPG 101 v 2.0*.

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives.
- Developing related terrorism and other catastrophic event prevention activities.
- Developing and enhancing plans and protocols.
- Developing or conducting assessments.
- Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties).
- Materials required to conduct planning activities.
- Travel/per diem related to planning activities.
- Overtime and backfill costs (in accordance with operational Cost Guidance).
- Issuance of WHTI-compliant Tribal identification card.
- Activities to achieve planning inclusive of people with disabilities.

- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs.
- Update governance structures and processes and plans for emergency communications.
- Activities to achieve planning inclusive of people with limited English proficiency

Additional Planning Information

FEMA's National Preparedness Directorate (NPD) offers technical assistance (TA) that is designed to provide Recipients and Sub-Recipients with specialized expertise to improve their emergency plans and planning. TA deliveries are designed specifically to improve and enhance the continuing development of state and local emergency management across the five mission areas of the National Preparedness Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion of options to improve plans and planning in light of their jurisdiction's needs. There is no cost to approved jurisdictions for DHS/FEMA TA.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by DHS/FEMA contract specialists and with the support of FEMA Region operational specialists. While the invitation of participants is up to the requesting jurisdiction, DHS/FEMA encourages requesting jurisdictions to include the broadest practical range of its emergency managers and planners in all TA deliveries. TA deliveries should be made open to neighboring jurisdictions. As necessary, DHS/FEMA may also invite other Federal experts and practitioners to participate. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently used TA for the same planning issue.

The TA catalog, showing the full range of TA available across all five mission areas and by all providers, and the TA request form can be accessed at http://www.fema.gov/national-incident-management-system/fema-technical-assistance-division.

B. Allowable Organization Related Costs (SHSP and UASI Only)

Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corp Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives to address ideologically-inspired radicalization to violence in the homeland:
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission. All SAAs are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant

a waiver of the 50 percent (50%) limitation noted above. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- · Documentation explaining why the cap should be waived;
- · Conditions under which the request is being submitted; and
- A budget and method of calculation pf personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three year staffing history for the requesting entity.

Organizational activities under SHSP and UASI include:

- Intelligence Analysts. Per the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or.
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion center analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the grantee's respective Headquarters Program Analyst upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center's annual assessment.

- Overtime Costs. Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including antiterrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the federal man-hour estimate, and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted. Under no circumstances should DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.
- Operational Overtime Costs. Operational overtime costs. In support of efforts to
 enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism,
 operational overtime costs are allowable for increased security measures at critical
 infrastructure sites. SHSP or UASI funds for organizational costs may be used to support
 select operational expenses associated with increased security measures at critical
 infrastructure sites in the following authorized categories:

- Backfill and overtime expenses for staffing State or Major Urban Area fusion centers:
- Hiring of contracted security for critical infrastructure sites;
- o Participation in Regional Resiliency Assessment Program (RRAP) activities;
- o Public safety overtime;
- Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
- o Increased border security activities in coordination with CBP.

SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator per the instructions in IB 379.

Allowable Organization Related Costs (OPSG)

- Operational Overtime Costs. OPSG funds should be used for operational coordination between federal, state, local, tribal, and territorial law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. A formal OPSG personnel waiver should:
 - Be requested on official letterhead, include a written justification, and be signed by local jurisdiction;
 - Include a budget and method of calculation of personnel costs both in percentage of the grant award and in total dollar amount.
 - Include an approved Operations Order from the USBP Sector office which supports the local jurisdiction's written justification; and
 - Be coordinated with the USBP Sector, SAA and OBP.
- Personnel: OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to temporary full time status.
- OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement to increase or augment specialized/technical law enforcement elements' operational activities.
- Costs associated with backfill for personnel supporting operational activities are allowable.
- OPSG grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-Recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 - Travel, Per Diem, and Lodging: Travel and per diem include costs associated with
 the deployment/redeployment of personnel to border areas and for travel associated
 with law enforcement entities assisting other local jurisdictions in law enforcement
 activities. In addition, costs to support up to six months deployment of law
 enforcement personnel to critical Southwest Border locations to support operational
 activities (travel costs must be in accordance with applicable travel regulations).

Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs (SHSP and UASI) LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including Information sharing and analysis, threat recognition, terrorist interdiction, and training/ hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities; and
- Implementation of the "If You See Something, Say Something" campaign to raise public
 awareness of indicators of terrorism and terrorism-related crime and associated efforts to
 increase the sharing of information with public and private sector partners, including nonprofit
 organizations.

C. Allowable Exercise Related Costs

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at https://www.fema.gov/exercise.

- Design, Develop, Conduct, and Evaluate an Exercise
- Exercise Planning Wrokshop
- Full- or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency Response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP
- · Activities to achieve exercises inclusive of people with disabilities
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

Additional Exercise Information

Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- Exercise Scenarios. The scenarios used in HSGP-funded exercises must be based on the state/Urban Area's THIRA and SPR. The scenarios used in HSGP-funded exercises must focus on validating capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year TEP.
- Special Event Planning. If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year TEP. The state or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.

- Regional Exercises. States should also anticipate participating in at least one Regional
 Exercise annually. States must include all confirmed or planned special events in the Multiyear TEP.
- Role of Non-Governmental Entities in Exercises. Non-governmental participation in all
 levels of exercises is strongly encouraged. Leaders from non-governmental entities should be
 included in the planning, design, and evaluation of an exercise. State, local, Tribal, and
 territorial jurisdictions are encouraged to develop exercises that test the integration and use
 of non-governmental resources provided by non-governmental entities, defined as the private
 sector and private non-profit, faith-based, community, participation in exercises should be
 coordinated with the local Citizen Corps Council(s) or their equivalent and other partner
 agencies.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.
- In order the receive payment for successfully conducting an authorized exercise, the Sub-Recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.
 - If you require food/water for this event, request must come to the Division within 25 days
 of event in the following format:

Exercise Title:
Location:
Exercise Date:
Exercise Schedule:
Estimated Number of Participants that will be fed:
Estimated Cost for food/water:
Description of the Exercise:

Unauthorized Exercise Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging signs).

D. Allowable Training Related Costs (SHSP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have or access and functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design using the *Course Development Tool*.

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training

Additional Training Information

Per DHS/FEMA Grant Programs Directorate Policy FP 207-008-064-1, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, issued on September 9, 2013, states, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the *NTED* Responder Training Development Center (RTDC) website.

DHS/FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

Approved State and Federal Sponsored Course Catalogue. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at: www.firstrespondertraining.gov.

Training Not Provided by DHS/FEMA. These trainings includes courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- State Sponsored Courses. These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- Joint Training and Exercises with the Public and Private Sectors. These courses are
 sponsored and coordinated by private sector entities to enhance public-private
 partnerships for training personnel to prevent, protect against, mitigate, respond to, and
 recover from acts of terrorism or catastrophic events. Overtime pay for first responders
 and emergency managers who participate in public-private training and exercises is
 allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to
 incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms"). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2017 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at http://www.firstrespondertraining.gov/admin in order to support grantees in their own tracking of training.

FDEM State Training Office conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient must provide the Division with a certificate of course completion; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.
- In order the receive payment for successfully conducting an authorized course, the Sub-Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course."
- For courses that are non-DHS approved training, Sub-Recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, Sub-Recipient must provide a copy of the course materials and sign-in sheets.

- The number of participants must be a minimum of 15 in order to justify the cost of holding a
 course. For questions regarding adequate number of participants please contact the FDEM
 State Training Officer for course specific guidance. Unless the Sub-Recipient receives
 advance written approval from the State Training Officer for the number of participants, then
 the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any
 training with less than 15 participants.
- The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

E. Allowable Equipment Related Costs (SHSP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on http://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

Equipment (OPSG)

- Equipment Marking. Equipment purchased with OPSG funding is intended to be used to support Operation Stonegarden activities; it must be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding shall be prominently marked as follows: "Purchased with DHS funds for Operation Stonegarden Use".
- Fuel Cost and/or Mileage Reimbursement. There is no cap for reimbursement of fuel and mileage costs in support of operational activities.
- Vehicle and Equipment Rentals. Allowable purchases under OPSG include patrol cars
 and other mission-specific vehicles whose primary use is to increase operational
 activities/patrols on or near a border nexus in support of approved border security
 operations. A detailed justification must be submitted to SAA prior to purchase.

Controlled Equipment (SHSP, UASI, and OPSG)

Grant funds may be used for the purchase of Controlled Equipment; however, because of the nature of the equipment the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to IB 407a: Use of Grant Funds for Controlled Equipment.

F. Management and Administration (M&A) – Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.

M&A activities includes:

- Hiring of full-time or part-time staff or contractors/consultants:
- To assist with the management of the respective grant program.
- To assist with application requirements.
- To assist with the compliancy with reporting and data collection requirements.

G. Procurement

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the Sub-Recipient must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the Sub-Recipient shall not execute a piggy-back contract unless the Division has approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the Sub-Recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-

Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

H. Piggy-backing

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

- An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:
- A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that must be
 received and accepted in writing by the agency before payment. Each deliverable
 must be directly related to the scope of work and specify the required minimum level
 of service to be performed and the criteria for evaluating the successful completion of
 each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

I. Overtime and Backfill

The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).

Failure to comply

Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

Unallowable Costs (SHSP, UASI and OPSG)

Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP.

J. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-Recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Sub-Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) https://www.reporting.odp.dhs.gov. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within ninety (90)

calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendars of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

K. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Teresa A. Warner	Felicia Pinnock
FDEM	FDEM
2555 Shumard Oak Blvd., Suite 330C	2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100	Tallahassee, FL 32399-2100
(850) 815-4351	(850) 815-4343
Teresa.warner@em.myflorida.com	Felicia.Pinnock@em.myflorida.com

L. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

ATTACHMENT C DELIVERABLES AND PERFORMANCE

State Homeland Security Program (SHSP): SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG 101 v2.pdf or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

Exercise Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the Sub-Recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: https://www.llis.dhs.gov/hseep. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: http://training.fema.gov/. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at http://beta.fema.gov/authorized-equipment-list. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Management Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost for Management and Administration (M&A) activities.

Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.

ATTACHMENT D

PROGRAM STATUTES AND REGULATIONS

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 et seq.
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 et seq.
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seg.
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 et seg.
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41US.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

ATTACHMENT E JUSTIFICATION OF ADVANCE PAYMENT

If you are requesting an advance, indicate same by checking the box below.

SUB-RECIPIENT:

Advance payment of \$ is requesting payments will be made on a reimbursement bas needed to pay staff, award benefits to clients, do purchase start-up supplies and equipment. We operate the program without this advance. If you are requesting an advance, complete the follows:	uplicate forms and would not be able to
ESTIMATED EXPENSES	
BUDGET CATEGORY/LINE ITEMS	2020 Anticipated Expenditures for First Three Months (90
(list applicable line items)	days) of Funding Agreement
For example	
ADMINISTRATIVE COSTS	
(Include Secondary Administration.)	
For example	
PROGRAM EXPENSES	¥
TOTAL EXPENSES	
cash advance. The justification must include s be expended within the first ninety (90) days of should include quotes for purchases, delivery t Division reasonable and necessary support that days of the Funding Agreement term. Any adva the contract term shall be returned to the Divisi	provide a detailed justification explaining the need for the supporting documentation that clearly shows the advance will the Funding Agreement term. Supporting documentation timelines, salary and expense projections, etc. to provide the at the advance will be expended within the first ninety (90) ance funds not expended within the first ninety (90) days of ion Cashier, 2555 Shumard Oak Boulevard, Tallahassee, along with any interest earned on the advance)

ATTACHMENT F WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §\$200.317 through 200.326).

Codes of conduct.

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Sub-Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, wi	vith the entrance door open to the public, a	nd
at least one employee on site, from		_

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility **And Voluntary Exclusion**

Subc	ontractor Covered Transactions					
(1)	The prospective subcontractor of the Sub-Recipient,, certifies by submission of this document, that neither it nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.					
(2)	Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.					
SUB	CONTRACTOR:					
180 55	gnature	 Sub-Recipient's Name				
Name	e and Title	FDEM Contract Number				
Stree	t Address	Project Number				
City,	State, Zip					
 Date						

ATTACHMENT H

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients must comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All Sub-Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, information, facilities, and staff.

- 1. Sub-Recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
- 2. Sub-Recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy records, accounts, and books, papers, or documents related to the grant.
- 3. Sub-Recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support reports. Sub-Recipients should also comply with all other special reporting, data collection and evaluation requirements, as prescribes by law or detailed in program guidance.
- 4. If, during the past three years, the Sub-Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to FDEM for forwarding to the DHS awarding office and the DHS Component.
- 5. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

- 6. Sub-Recipient will acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- 7. Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 8. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- 9. Sub-Recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 10. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

ATTACHMENT I

MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the require provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance

Pt. 200, App. II

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (20 CFP Department of Labor regulations) Department of Labor regulations (29 CFR Part 5. "Labor Standards Provisions Applicable to Contracts Covering Federally Fi-nanced and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current pre-valling wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (49 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subprovides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensa-tion to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100.000 that involve the employment of mechanics or labor-ers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary. These requirements hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transpor-tation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of par-ties, assignment or performance of experi-mental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governand Smail Business Firms Under Government Grants. Contracts and Cooperative Agreements." and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33

the Federal Water Pollution Control Act (33 U.S.C. 1231-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-76710) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are con-

Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1988 Comp., p. 235). "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Exutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100.000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or at-tempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

Pt. 200, App. III

other award covered by 31 U.S.C. 1352, Each tier must also disclose any lobbying with non-Federal funds that takes place in con-nection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
(K) See §200.322 Procurement of recovered

materials.

APPENDIX III TO PART 200-INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINA-TION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institu-tional activity. See subsection B.1. Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

- a. Instruction means the teaching and training activities of an institution. Except for research training as provided in sub-section b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, agreed to, university research. and, where
- (1) Sponsored instruction and training means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.
- (2) Departmental research means research. development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for, Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.
- b. Organized research means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) Sponsored research means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction func-

University research means all research and development activities that are sepa-rately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be com-bined with sponsored research under the function of organized research.

c. Other sponsored activities means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than in-struction and organized research. Examples of such programs and projects are health service projects and community service pro-grams. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. Other institutional activities means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B. Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses. chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activi-ties, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. Base period. A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution. but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. Need for cost groupings. The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B. Identification and assignment of indirect (F&A) costs, to

ATTACHMENT J MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Homeland Security Grant Program (HSGP) grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that will be examined include:

Management and administrative procedures;

Grant folder maintenance:

Equipment accountability and sub-hand receipt procedures;

Program for obsolescence;

Status of equipment purchases;

Status of training for purchased equipment;

Status and number of response trainings conducted to include number trained;

Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Equal Employment Opportunity (EEO Status);
Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Sub-Recipients will be required to participate in desk top monitoring as determined by FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to FDEM for assistance. Examples of TA include but are not limited to:

- · Equipment selection or available vendors
- · Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

FDEM will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. All objectives of the site visit will be explained during this time.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item selected for review should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Sub-Recipient. The Sub-Recipient will submit a Corrective Action Plan within a timeframe as determined by FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement.

The On-Site Monitoring report and all back up documentation will then be included in the Sub-Recipient's file.

ATTACHMEMT K

EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
 - Emergency Operation Centers
 - Security Guard facilities
 - o Equipment buildings (such as those accompanying communication towers)
 - o Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- · Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - o Lighting
 - o Fencing
 - o Closed-circuit television (CCTV) systems
 - o Motion detection systems
 - o Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

EHP DETERMINATION PROCESS

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the Sub-Recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

APPROVAL PROCESS TO FEMA

- I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements, page 2.
- II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
- III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist
- IV. Prepare maps indicating the location(s) of proposed project (Guidance provided)
- V. Take photographs of the location(s) of proposed project (Guidance provided)
- VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at askcsid@dhs.gov.

- VII. CSID will send an email confirming receipt of the project description.
- VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies Sub-Recipient of FEMA's final decision.
- IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements. Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.

ATTACHMEMT L REIMBURSEMENT CHECKLIST

PLANNING	3	
	1.	Does the amount billed by consultant add up correctly?
	2.	Has all appropriate documentation to denote hours worked been properly signed?
	3.	Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and signup sheet with meeting date must be included).
	4.	Has the invoice from consultant/contractor been included? (Note – grant agreement must be referenced on the invoice.)
	5.	Has proof of payment been included? Canceled check Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement
	6.	Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
	7.	Has proof of purchase methodology been included? Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed. Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page)
		Consultants/Contractors (Note: this applies to contractors also billed under Organization)
TRAINING	1.	Is the course DHS approved?
	2.	Is there a course or catalog number? If not, has FDEM approved the non-DHS training?
	3.	Have Sign-In Sheets, Rosters and Agenda been provided?
	4.	If billing for overtime and/or backfill, has documentation been provided that lists attended names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have documentation from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

	5.	Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
	6.	Has any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted. Canceled checkElectronic Funds Transfer (EFT) ConfirmationCredit Card Statement & payment to credit card company for that statement
	7.	Has proof of purchase methodology been included? Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed. Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page)
EXERCIS		Has documentation been provided on the purpose/objectives of the exercise? Situation Manual Exercise Plan
	2.	If exercise has been conducted are the following included:After-action reportSign-in sheetsAgendaRosters
	3.	If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have documentation from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
	4.	Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
	5.	Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included. Canceled check Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement
	6.	Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included. Canceled checkElectronic Funds Transfer (EFT) Confirmation

		Credit Card Statement & payment to credit card company for that statement
	7.	Has proof of purchase methodology been included? Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed. Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page)
<u>EQUIPME</u>	<u>NT</u> 1.	Have all invoices been included?
	2.	Has an AEL # been identified for each purchase?
	3.	If service/warranty expenses are listed, are they only for the performance period of the grant?
	4.	Has proof of payment been included? Canceled check Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement
	5.	If EHP form needed, has a copy of the approval DHS been included?
	6.	Has proof of purchase methodology been included? Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed. Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page)
TRAVEL/0	CON	FERENCES
	1.	Have all receipts been turned in, itemized and do the dates on the receipts match travel dates? Airplane receipts Proof of mileage (Google or Yahoo map printout or mileage log) Toll and/or Parking receipts Hotel receipts (is there a zero balance?) Car rental receipts Registration fee receipts Note: Make sure that meals paid for by conference are not included in per diem amount
	2.	If travel is a conference has the conference agenda been included?
	3.	Has proof of payment to traveler been included? Canceled check Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement Copy of paycheck if reimbursed through payroll

MATCHIN	G FL	<u>INDS</u>
	1.	Contributions are from Non Federal funding sources identified?
	2.	Contributions are from cash or in-kind contributions which may include training investments.
	3.	Contributions are not from salary, overtime or other operational costs unrelated to training.
SALARY	POS	TIONS
	310	Has a <u>signed</u> timesheet by employee and supervisor included?
	2.	Has proof for time worked by the employee been included? Is time period summary included?
	,	Statement of Earnings Copy of Payroll Check Payroll Register
<u>ORGANIZ</u>	'ATIC	For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?
	1.	If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
		Have documentation from entity's financial system been provided to prove attendees were paid?
		For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
COD 41.1	DCU	ADUDOEMENTO THE FINAL OUTON
	1.	#BURSEMENTS - THE FINAL CHECK Have all relevant forms been completed and included with each request for reimbursement?
	2.	Have the costs incurred been charged to the appropriate POETE category?
	3.	Does the total on all Forms submitted match?
	4.	Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
	5.	Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
	6.	Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
	7.	If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?

8. Do all d	of your vendors hav	e a current W-9 ((Tax Payer Identif	ication) on file?	
	serves the right to th applicable fede				e grant to
					,



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14258 County Administrator's Report 13. 9. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Contract Award for Design Services for Motley Court Gulley

Improvements

From: Paul Nobles, Purchasing Manager Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Design Services for Motley Court Gulley Improvements - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County and HDR Engineering, Inc., per the terms and conditions of PD 17-18.040, Design Services for Motley Court Gulley Improvements, for a lump sum amount of \$75,265.74; and

B. Authorize the County Administrator or designee to sign United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program forms, subject to Legal review and sign-off, as necessary to finalize the Grant funding Award, and any subsequent program-related documents for this project, that do not alter the finite terms of funding amounts or budgets.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 08EN0068, \$75,265.74]

BACKGROUND:

At the September 21, 2017, Board of County Commissioners meeting, the board authorized submittal request of Motley Court Clear Creek Gulley project to NRCS for consideration of grant eligibility, and funding under the EWP. NRCS staff sent several forms to be signed by an authorized County representative of Escambia County, prior to awarding a grant agreement. Once the NRCS awards the grant

to Escambia County, staff will prepare a separate board recommendation, with legal review of the grant agreement, for board consideration to accept the grant award.

Requests for Letters of Interest, PD 17-18.040, Design Services for Motley Court Gulley Improvements were publicly noticed on April 2, 2018 to ninety-three known firms. Responses were received from three firms on April 19, 2018.

The Selection/Negotiation Committee ranked in the following order:

- 1. HDR Engineering, Inc.
- 2. Sigma Consulting Group, Inc.
- 3. Volkert, Inc.

The first negotiation meeting was held on May 24, 2018 and the Final and Best Offer was established with a lump sum fee of \$75,265.74.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project 08EN0068, \$75,265.74

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

Attachments

Agreement with Exhibits

Committee Final Ranking

BCC 2017 09 21

Escambia County DSR ESC-HAR-001

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

HDR Engineering, Inc.

PD 17-18.040, Design Services for Motley Court Gulley Improvements

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

TABLE OF CONTENTS

Agreement Declarations		
ARTICLE 1	Definitions and Identifications	1
ARTICLE 2	Preamble	2
ARTICLE 3	Scope of Services	2
ARTICLE 4	Time for Performance	4
ARTICLE 5	Compensation and Method of Payment	4
ARTICLE 6	Additional Services and Changes in Scope of Services	6
ARTICLE 7	County's Responsibilities	6
ARTICLE 8	Consultant's Responsibilities	6
ARTICLE 9	General Conditions	7

AGREEMENT

THIS AGREEMENT is made and entered into this 21th day of June, 2018, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and HDR Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 25 West Cedar Street, Suite 200, Pensacola, Florida 32502-5945, and whose Federal tax identification number is 47-0680568 (hereinafter referred to as the "Consultant").

ARTICLE I DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

- 1.1 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT:</u> HDR Engineering, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Mariana Correa, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 <u>PROJECT:</u> It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 17-18.040, Design Services for Motley Court Gulley Improvements.

ARTICLE 2 PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 17-18 in the amount of Seventy Five Thousand Two Hundred Sixty Five Dollars and Seventy Four Cents (\$75,265.74) for this Project.
- 2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3 SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 17-18.040, Design Services for Motley Court Gulley Improvements, and as represented in the Consultant's Letter of Interest response to PD 17-18.040, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

- 3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.
- 3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.
- 3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

- (a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
- (c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.
 - (a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.
 - (b) The estimated construction contract price for the project described in the Agreement is \$761,094.
- 3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4 TIME FOR PERFORMANCE

- 4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.
- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.
- 4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5 COMPENSATION AND METHOD OF BILLING AND PAYMENT

- 5.1 <u>COMPENSATION:</u> The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Seventy Five Thousand Two Hundred Sixty Five Dollars and Seventy Four Cents (\$75,265.74). Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE:</u> The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.
- 5.3 <u>DIRECT EXPENSES</u>: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:
 - (a) Transportation expenses in connection with the Project.
 - (b) Living expenses in connection with travel and any other travel expenses.
 - (c) Long distance communications and other miscellaneous budget expenses.
 - (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 <u>METHOD OF BILLING AND PAYMENT:</u>

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.
- (c) Payments and Notices to the Consultant shall be made to:

HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, Florida 32502-5945

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Mariana Correa Engineering Project Coordinator Public Works/Engineering 3363 West Park Place Pensacola, FL 32501 Jack R. Brown County Administrator P.O. Box 1591 Pensacola, Florida 32597-1591

ARTICLE 6 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.
- 7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.
- 7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

- (c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9 GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

- (a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 <u>TERMINATION</u>:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.
- (d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

- 9.4 <u>NO CONTINGENT FEES</u>: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 9.5 <u>SUBCONTRACTORS</u>: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.
- 9.6 <u>ASSIGNMENT</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 9.8 <u>INSURANCE</u>: The Consultant is required to carry the following insurance:
 - (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
 - (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 - (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five** (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

- 9.12 <u>HEADINGS</u>: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 9.13 <u>GRATUITIES</u>: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.
- 9.14 <u>CONFLICT OF INTEREST</u>: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.
- 9.15 <u>SURVIVAL</u>: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 9.16 <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.
- 9.17 <u>INTERPRETATION</u>: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
 - (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
 - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 9.18 <u>SEVERABILITY</u>: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

- 9.19 <u>COMPLIANCE WITH LAWS</u>: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
- 9.21 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
- 9.22 <u>FURTHER DOCUMENTS</u>: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
- 9.23 <u>NO WAIVER</u>: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and HDR Engineering, Inc., signing by and through its Christine S. Kefauver, Vice President, duly authorized to execute same.

		COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
		By:
Witness		Date:
Witn	ess	BCC Approved: June 21, 2018
		CONSULTANT: HDR Engineering, Inc., a Nebraska Corporation authorized to do business in the State of Florida.
ATTEST:	Corporate Secretary	By:Christine S. Kefauver, Vice President
		Christine S. Kefauver, Vice President
Ву:		Date:
Seci	retary	

Scope Of Work:

Motley Court Gulley Improvements PD 17-18.040

Introduction: The following scope of work for the referenced project describes tasks associated with the design of repairs to the gulley erosion located at the end of Motley Court traveling north to Clear Creek. Escambia County submitted a Damage Survey Report (DSR) to the Natural Resource Conservation Service (NRCS) for Emergency Watershed Protection (EWP) funding. The gulley was formed from an existing drainage way flowing across what appears to be natural topography. The County owns 30 feet of unopened right-of-way along the east boundary of Boulder Creek 1st Addition. The gulley appears to meander through a combination of the County right-of-way, University of West Florida (UWF) property to the east of the County right-of-way and extends to the south through a privately-owned parcel. Property or easement acquisition for the project is expected. The gulley ranges in width from 10-40 feet and ranges in depth from 3-20 feet. Deeper sections of the gulley are threatening private property to the west. The general goal of the project is to reduce the risk of erosion impacts to Clear Creek and private property.

<u>Project Limits:</u> Project limits consist of approximately 1700 linear feet of gulley located from Motley Court at the south end to Clear Creek at the north end. It is expected that property or easement acquisition will be required from UWF and at least one other private property located at the north end of the project.

<u>Summary of Work requested by Escambia County:</u> The design work will consider improvements included in the DSR such as sediment basins and drainage system installation for energy dissipation. HDR will prepare a preliminary plan for review by the County and NRCS before proceeding final design. Design for the repairs of the Motley Court Gulley will consist of project coordination, data collection, site & hydraulic analysis, plans production, permitting, and construction assistance activities. Topographic survey activities will be performed considering the conceptual design area by Nobles Consulting Group, Inc. Geotechnical investigation will be performed by Larry M. Jacobs & Associates, Inc. The geotechnical investigation will evaluate soil properties and provide recommendations on proposed slope, sediment basin, and berm design.

Assumptions and Conditions:

- 1. The purpose of the project is to design a solution to reduce the risk of gulley erosion within the described project limits.
- 2. Escambia County will directly coordinate activities with NRCS. HDR will provide assistance during coordination.
- 3. Formal public involvement services are not included in this contract. HDR will, however, coordinate with adjacent property owners if required as part of design and analysis.
- 4. HDR will utilize existing subdivision design information to be provided by the County in hydraulic design.
- 5. Updates to FEMA mapping will not be required. This project will not require a floodplain development permit.

- 6. The project is not expected to require a USACE permit. There are no wetland impacts anticipated.
- 7. The project is expected to qualify for NWFWMD ERP General Permit. This permit does not require a fee under the 10/2 rule.
- 8. Utility impacts are not anticipated, although all owners that show up on the Sunshine One call will be notified of the project and will be provided with phase deliverables. Because little utility involvement is anticipated, a conflict matrix will not be provided. Coordination will take place on an individual basis. Design of any adjustments required will be the responsibility of the utility owner.
- 9. Plans will be developed in Microstation format and will be provided to the County/Contractor in AutoCAD format.
- 10. The following standards and specifications will be utilized for the project in governing order and as amended by contract documents:
 - a. Escambia County General Paving and Drainage Technical Specifications, effective: 02/01/2015; revised 05/17/2017
 - b. FDOT Standard Plans for Road and Bridge Construction, 2018-2019
 - c. FDOT Standard Specifications for Road and Bridge Construction, July 2018
- 11. Limited construction assistance is included in this scope and fee.
- 12. Construction observation and inspection services are not included in this scope and fee and are presumed to be contracted separately or performed by Escambia County.



TASK 1 – PROJECT COORDINATION & DATA COLLECTION

- TASK 2 SITE & HYDRAULIC ANALYSIS
- **TASK 3 PLANS PRODUCTION**
- TASK 4 PERMITTING
- TASK 5 CONSTRUCTION ASSISTANCE

TASK 1 - PROJECT COORDINATION & DATA COLLECTION

Objective:

Staff meetings between HDR and Escambia County personnel will establish communication protocol, strategies, and action plans. Collect field data as the basis of design. Manage project activities and report to the County.

HDR Activities:

- Conduct meetings to coordinate project concepts and project deliverables. Assume two (2) deliverable meetings.
- Provide County PM with status reports to accompany invoices. Assumes seven (7) month schedule based on NRCS-EWP 220-day schedule.
- Coordination and meetings with surveyor and geotechnical engineer.
- Conduct two (2) field reviews to verify design concepts. Wetland limits will be flagged by a Professional Wetland Scientist (PWS) for inclusion in survey data collection. HDR will perform a tree survey utilizing GPS following preliminary design in order to minimize the effort and reduce survey costs.
- Coordinate project activities with stakeholders including County Engineering & Maintenance Staff, property owners, and utility owners. Assumes three (3) additional coordination meetings. Figures will be provided for property owners if required.

<u>Sub-consultant Activities – Topographic Survey</u>

- Assumes that any private property access will be coordinated and granted by the County.
- Collect topographic information over heavily wooded 100'+/- corridor to be centered on an existing gulley. The survey area to be collected to be approximately 5 acres.
- Cross-section intervals shall not exceed 100'. Where possible, topographical data shall exceed the right of way width by a minimum of 5'.
- Depict the east line of Boulder Creek First Addition subdivision and the right of way line of Motley Court, based on field-located boundary monuments.
- Locate and depict aboveground visible evidence of underground utilities as evidenced by aboveground features marked by others, at the time of field survey. HDR will coordinate with utility owners for the marking of underground utilities.
- Reference Survey and submitted electronic files to the Florida North Zone State Plane Coordinate System, North American Datum of 1983 and the North American Vertical Datum of 1988.
- Provide 4 project control points with horizontal and vertical values, being no more than 1,000' apart.
- Prepare 2 legal descriptions and sketch of proposed easements.
- Field work: Traverse, Bench Line, Topographic Data Collection, Locate right of way and subdivision monumentation, Reference Project Database to Published Horizontal/Vertical Control, & Set Project Control
- Project management & supervision by PSM
- CAD work: Process Data, prepare Survey, and Legal Descriptions and Sketch
- Note that tree survey is not included in scope of survey activities

Sub-consultant Activities – Geotechnical Investigation

- Assumes that any private property access will be coordinated and granted by the County.
- Field work will include visits by engineering staff, hand auger/probe borings, and possibly some portable tripod mounted SPT borings. This assumes that Standard Penetration Test borings are not possible due to the substantial clearing that would be required.
- Assumes 3 days of field work to gather soil information.
- Locate the borings at the site.
- Clear registered utilities at the site with the Sunshine Network, if applicable. Non-registered or private utilities are the responsibility of the HDR to clear.
- Site visit and gully trek by engineering staff.
- Mobilize drill team and truck mounted drilling rig to the site as applicable.
- Soil data collection fieldwork consisting of hand auger/probe borings, collection of soil samples along gully walls, and possible portable tripod mounted Standard Penetration Test (SPT) borings if accessible. Note that the hand auger/probe borings cannot extend substantially below the groundwater table in sandy soils.
- Perform a visual classification and laboratory testing of the soil samples obtained during exploration. This includes an allowance for basic laboratory properties testing, such as moisture content and percent passing a number 200 sieve.
- A professional geotechnical engineer licensed in the state of Florida will manage the
 geotechnical effort, and the results of the exploration will be presented in a report that will
 address the following:
 - o Existing site characteristics.
 - o Exploration, testing, and sampling methods.
 - o Subsurface soils encountered and soil classifications.
 - o Depth to groundwater at the time of drilling.
 - o A discussion of the basic laboratory test results.
 - o A discussion of existing soils encountered in the borings and gully area for reuse in the berm construction.
 - o A discussion of site preparation techniques and construction considerations including general comments, subgrade preparation, fill placement, and compaction of the berms
 - o A discussion of bedding/backfill of piping and structures.

- Meeting Minutes
- Status Reports
- Copy County on related correspondence activities
- Certified hard copies of Survey & legal descriptions
- Certified Geotechnical Investigation Report

TASK 2 - SITE & HYDRAULIC ANALYSIS

Objective:

Perform analysis of data collected, analysis of site conditions, and analysis of drainage conditions to provide design alternatives to be used for project objectives and plans preparation.

HDR Activities:

- Review existing site data including existing drainage design/studies, maintenance records, and damage records submitted to NRCS.
- Analyze existing site drainage features and review constructability of concepts.
- Provide drainage design, slope design, surface treatment, and basin sub-delineations utilizing existing subdivision plans, County/NOAA GIS data, site visits, survey data, and geotechnical investigation. Interconnected Pond and Channel Routing (ICPR) version 4 will be utilized for H&H design. Model iterations and design will consider stages in the 25-year and 100-year storm events.
- Prepare construction cost estimates for design utilizing the latest County Pricing Agreement with inflation of bid prices considered. Considerations of work effort provided in the existing Damage Survey Report (DSR) will be noted while estimating project costs.
- Provide design documentation summarizing design decisions and the final work to be performed.
- Deliverables will consist of preliminary and final per the NRCS schedule provided.

Deliverables:

• Design Documentation Report, hard copy and PDF for each deliverable.

TASK 3 - PLANS PRODUCTION

Objective:

Upon County approval of the design concept, develop construction plans and contract documents for bidding.

HDR Activities:

- Key Sheet
- Summary of Pay Items Sheet
- Project Layout/Control Sheet
- General Notes Sheet
- Plan Sheets (includes Utility Adjustments)
- Profile Sheets (includes Drainage Structure details)
- Cross Sections
- Sediment Basin & Details Sheets
- SWPPP & Erosion Control General Plan
- Final Bid Documents including any TSPs for specialty items
- Deliverables will consist of preliminary and final per the NRCS schedule provided.

- Construction Plans reproducible to 1"=40' scale 11x17 reproducible to 1"=20' scale 24x36 sheets at each design phase for plan view. Provide one (1) hard copy and PDF for each deliverable. Provide signed and sealed plans and CD for final delivery.
- Final Bid Documents

TASK 4 - PERMITTING

Objective:

Provide project information, plans, and details required for environmental agency authorization to construct project improvements.

HDR Activities:

- Conduct pre-application meeting/correspondence with NWFWMD. Assume 1 meeting with 2 attendees. The project appears to qualify for the 10/2 General Permit. This permit is not regulated under 62-330 Florida Administrative Code. It is regulated under 403.814(12) Florida Statute. The pre-application meeting will seek to verify that the project meets the statute.
- Prepare permit application, plans, and figures for environmental agency permitting prior to construction. The 10/2 General Permit does not require an application fee but will require electronic self-certification. This involves submitting the same information that would be included in a typical ERP permit application.
- Note that USACE permitting is not anticipated since the only wetland is immediately adjacent to Clear Creek. Design/construction limits will avoid impacts to this wetland.

- Meeting Minutes and Correspondence
- Verification of Electronic Self-certification submittal or permit.

TASK 5 - CONSTRUCTION ASSISTANCE

Objective:

Provide limited construction assistance activities as requested by the County.

HDR Activities:

- Attend preconstruction conference.
- Attend onsite construction meetings as necessary. Assume monthly meetings and 4 month construction schedule (4 meetings).
- Review contractor submittals & invoices, respond to RFI's, and provide plan revisions as necessary during construction.
- Prepare Record Drawings based on contractor markups, post-construction meetings, and inspections provided by CEI or County Inspector.

- Meeting Minutes
- Shop Drawing Approval
- Record Drawings (1 hard copy, PDF, and CADD files)

HDR ACTIVITIES/SALARIES FEE COMPUTATIONS FOR

Motley Court Gulley Improvements

ACTIVITY	Project 1	Manager	Sr. Er	gineer	Profession	al Engineer	Enginee	r Intern	CADD/GIS	S Technician	Admin	istrative		Manhours	Average
	Man-	Hourly	Man-	Hourly	Man-	Hourly	Man-	Hourly	Man-	Hourly	Man-	Hourly	Activity	By	Hourly
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Fee	Activity	Rate
HDR LUMP SUM TASKS															
Task 1 - PROJECT COORDINATION & DATA COLLECITON	28	\$ 166.94	0	\$ 182.69	28	\$ 149.18	11	\$ 95.58	0	\$ 100.40	3	\$ 79.45	\$ 10,141.09	70	\$ 144.87
Task 2 - SITE & HYDRAULIC ANALYSIS	6	\$ 166.94	6	\$ 182.69	48	\$ 149.18	48	\$ 95.58	10	\$ 100.40	2	\$ 79.45	\$ 15,009.16	120	\$ 125.08
Task 3 - PLANS PRODUCTION	10	\$ 166.94	10	\$ 182.69	21	\$ 149.18	83	\$ 95.58	79	\$ 100.40	4	\$ 79.45	\$ 22,811.62	207	\$ 110.20
Task 4 - PERMITTING	2	\$ 166.94	1	\$ 182.69	8	\$ 149.18	8	\$ 95.58	3	\$ 100.40	1	\$ 79.45	\$ 2,855.30	23	\$ 124.14
HDR LIMITING AMOUNT TASKS															
Task 5 - CONSTRUCTION ASSISTANCE	10	\$ 166.94	3	\$ 182.69	22	\$ 149.18	8	\$ 95.58	9	\$ 100.40	2	\$ 79.45	\$ 7,326.57	54	\$ 135.68
HDR TOTALS	56	\$ 166.94	20	\$ 182.69	127	\$ 149.18	158	\$ 95.58	101	\$ 100.40	12	\$ 79.45	\$ 58,143.74	474	\$ 122.67

CONTRACT FEE SUMMARY

Lump Sum Tasks	
HDR Task 1 - PROJECT COORDINATION & DATA COLLECTION	\$ 10,141.09
HDR Task 2 - ROADWAY DESIGN & PLANS	\$ 15,009.16
HDR Task 3 - PLANS PRODUCTION	\$ 22,811.62
HDR Task 4 - PERMITTING	\$ 2,855.30
Total Lump Sum:	\$ 50,817.17
Limiting Amount Tasks	
HDR Task 5 - CONSTRUCTION ASSISTANCE	\$ 7,326.57
Subconsultant in Task 1: Nobles Consulting Group, Inc. (Survey)	\$ 9,965.00
Subconsultant in Task 1: Larry M. Jacobs & Associates, Inc. (Geotech)	\$ 7,157.00
Total Limiting Amount:	\$ 24,448.57

PROJECT TOTAL \$ 75,265.74

1

ACTIVITY: <u>TASK 1 - PROJECT COORDINATION & DATA COLLECTION</u>

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Design Meetings	EA	2	4	8	2 attendees X 2 hours including prep
Status Reports	EA	7	0.5	3.5	7 month schedule including construction time
Data Collection Coordination	LS	1	8	8	
Field Reviews & Wetland Delineation	EA	2	12	24	2 attendees X 6 hours; includes tree survey during design
Stakeholder Coordination	LS	1	24	24	includes utilities, property owners, figures
See Attachment A for Topographic Survey Subco	onsultant Pric	e			
See Attachment B for Geotech Investigation Subo	consultant Pri	ce			
Subtotal				68	
Quality Control	1%			1	
Supervision	1%			1	
TOTAL				70	

ACTIVITY: <u>TASK 2 - SITE & HYDRAULIC ANALYSIS</u>

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Existing Data Review	LS	1	12	12	
Analysis of Existing Features & Constructability	LS	1	12	12	
Drainage Design & H&H Modeling Iterations	LS	1	60	60	
Construction Cost Estimate	LS	1	12	12	
Design Documentation Report	LS	1	16	16	2 submittals
Total Plan Sheets					
Manhour Subtotal				112	
Quality Control	5%			6	
Supervision	2%			2	
TOTAL				120	

ACTIVITY: <u>TASK 3 - PLANS PRODUCTION</u>

Task	Basis of Estimate	No. of Units	Hours/ Unit	Plan Sheets	Total Hours	Remarks
Key Sheet	Sheet	1	2	1	2	
Summary of Pay Items Sheet	Sheet	1	4	1	4	
Project Layout/Control Sheet	Sheet	1	2	1	2	
General Notes Sheet	Sheet	1	2	1	2	
Plan Sheets (includes Utilities)	Sheet	3	16	3	48	includes limits of construction from cross sections
Profile Sheets (includes Drainage Structures)	Sheet	3	12	3	36	
Cross Sections	EA	170	0.25	5	42.5	1700 LF @ 100' increments; sheets limited to special sections
Sediment Basin & Details Sheets	Sheet	6	4	2	24	
SWPPP & Erosion Control General Sheets	Sheet	2	4	2	8	
Final Bid Documents	LS	1	24	0	24	includes any TSPs
Total Plan Sheets				19		
Manhour Subtotal					193	
Quality Control	5%				10	
Supervision	2%				4	
TOTAL					207	

ACTIVITY: <u>TASK 4 - PERMITTING</u>

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
FDEP Pre-app Meeting	EA	1	6	6	2 attendees, including prep
FDEP Permit (self-certification)	LS	1	16	16	Includes all forms, figures, & permit plans.
Subtotal				22	
Quality Control	5%			1	
Supervision	0%			0	
Total				23	

${\bf ACTIVITY:} \ \underline{{\bf TASK}\ {\bf 5-CONSTRUCTION}\ {\bf ASSISTANCE}}$

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Attend pre-construction meeting	EA	1	2	2	
Attend onsite meetings	EA	4	6	24	includes 2 attendees X 3 hours per meeting
Shop drawing review	EA	6	1	6	
RFI's during construction	LS	1	12	12	
Record Drawings	LS	1	8	8	
Subtotal				52	
Quality Control	3%			2	
Supervision	0%			0	
Total				54	

Escambia County Design, Engineering and Inspection Services FDOT Audited Rate Calculation for HDR Engineering, Inc.

FDOT Audited Rates	HDR
Home Office Overhead	155.900%
FCCM	0.354%
Home Office Expense	7.210%
Operating Margin	32.000%

Category	201	2018 Base Rate		
Project Manager	\$	56.50	\$	166.94
Senior Engineer	\$	61.83	\$	182.69
Professional Engineer	\$	50.49	\$	149.18
Engineer Intern	\$	32.35	\$	95.58
CADD/GIS Technician	\$	33.98	\$	100.40
Administrative	\$	26.89	\$	79.45

Billing Rate = Base Rate x (1+HOO+FCCM+HOE+OM)

1. CONTACT INFORMATION

a. Firm Name: HDR Engineering, Inc.			b. Pho 850-42	
c. Address (including suite number):	d. City:	e. State:		f. Zip Code:
25 W. Cedar Street, Suite 200	Pensacola	FL		32502

2. COMPLEXITY OF PROJECT

The degree of difficulty associated with this project. Are there unique aspects to the project? Degree of coordination with others outside FDOT should be considered. This includes other agencies, municipalities, etc. multiple districts, multimodal projects

LOW – Straight-forward projects. Well defined and specific scope of services.

Typical Project Type

- Bridge Inspection: bridge inspection except scour; All
- CEI: Category 1 Bridges, 3R Rural, signalization, simple and straight-forward projects.
- Design: simple 3R-Rural; 3R Urban ride only.
- Geotechnical: standard.
- PD&E: Small simple projects with specific scopes.
- Planning: Data/traffic counts.
- Survey: resurfacing 3R rural/urban.
- Traffic Operations: turn-lane projects (design).

MEDIUM – Projects with some specialized areas requiring some specialized skills.

Typical Project Type

- Bridge Inspection: generally not applicable.
- **CEI:** resurfacing with some improvements; ITS, construction on new alignments, and signal system timing, development and implementation; rural arterials and rural interstate capacity improvements.
- Design: 3R Urban with some improvements, intersection, improvements with safety, Category 1 bridges.
- PD&E: widening with limited issues and bridge replacement with limited impacts.
- Railroads: all.
- Survey: survey in water areas.
- Traffic Operations: traffic operations studies and signal design projects.

HIGH – Complex multi-disciplined projects requiring specialized skills with significant management issues. Project that has numerous complicated traffic phases, involved highly technical construction features requiring specialized skills of the inspection staff. A complex project may also include complex involvement by multiple third parties (i.e., multiple utility relocations, railroads, airports, regulatory agencies, municipalities). The size of the project will not necessarily determine whether the construction project is complex. Large, repetitive projects on their own are not considered complex.

Typical Project Type

- Bridge Inspection: bridge scour.
- **CEI:** CEI for multi-level bridges in a corridor or interchange; numerous complicated traffic phases; specialized technical skills; Coating Systems; bridge projects involving movable spans, significant post-tensioning operations, pre-cast segmental components, and steel structures with large horizontal and vertical curvature; Multiple third party involvement (railroads, utilities, airports, municipalities, regulatory agencies)
- Design: new alignments, major widening, major reconstruction, railroad bridge design, Segmental Class 2 bridges, Movable Bridges.
- PD&E: PD&E with Feasibility study, multiple disciplines, significant issues;
- Planning: large planning (multimodal).
- Survey: pilings and bridges.
- Traffic Operations: ITS

Complexity of Project Allowed Range: 5% to 7% Consultant %: 6.0%

JUSTIFICATION

Medium: Design of gulley erosion improvements. Some specialized skills required.

3. DEGREE OF (FINANCIAL) RISK

Indicate the amount of financial risk assumed by the consultant in relation to this project.

LOW – Contracts with well-defined and specific scopes, minimal probability of costs overruns and low financial risk exposure. Scope clarification meeting held, if applicable.

Typical Project Type

- Bridge Inspection: bridge inspections.
- CEI: subconsultants providing support personnel, ITS.
- Design: simple 3R rural, 3R urban ride only.
- Geotechnical: all.
- PD&E: accurate and specific scope & pre-negotiation meetings.
- Planning: most planning.
- Survey: all, including SUE.
- Traffic Operations: traffic operations studies; traffic counts.

MEDIUM – Projects with potential for additional coordination efforts with outside agencies/parties; coordination with several Districts, multiple municipalities, etc.

Typical Project Type

- Bridge Inspection: bridge scour.
- CEI: standard CEI contract.
- **Design:** design for new alignments, major reconstruction, and widening.
- PD&E: experimental design and broad scopes.
- Planning: some planning.
- Railroads: all.
- Traffic Operations: traffic signal projects, ITS design

HIGH – lump sum consultant contracts with possibility of overrunning costs; experimental design; projects involving significant financial risk, hazardous materials, and potential for significant unknown issues.

Typical Project Type

- CEI: high visibility, lump sum CEI contracts, multiple projects.
- Design: projects with multiple bridges.
- PD&E: multiple alternatives, multiple agency approval required.
- Planning: large multimodal projects (airports, seaports, railroads, transit).

Degree of (Financial) Risk Allowed Range: 3% to 5% Consultant %: 4.00%

JUSTIFICATION:

Medium: Project with additional coordination efforts with outside agencies/parties.

4. PROJECT SCHEDULE

LOW - no critical short term deadlines or requirements for large staffing concentrations, unfunded projects to go on the shelf.

Typical Project Type

- Bridge Inspection: bridge inspection; bridge scour.
- CEI: resurfacing; support services.
- Design: all 3R projects, standard schedule
- PD&E: no design phase scheduled in Work Program.
- Planning: all.Railroads: all.
- Traffic Operations: ITS.
 Survey: all 3R projects.
- MEDIUM standard schedule.

Typical Project Type

- Bridge Inspection: generally not applicable.
- CEI: ITS; push button construction.
- Design: standard design; bridges, large corridors.
- Traffic Operations: traffic counts.
- Survey: increased number of crews needed

HIGH – High visibility projects with short durations and aggressive schedules requiring large commitment of staff. Fast track projects with high profile and quick implementation schedule.

Typical Project Type

- Bridge Inspection: generally not applicable.
- CEI: multi-financial project contract, construction bonus, urban (day & night), high visibility; phased utility reallocations by others during the construction project.
- Design: mobility/economic stimulus.
- PD&E: design phase funded in the Work Program, bridge replacements.

Project Schedule Allowed Range: 1% to 3% Consultant %: 3.0%

JUSTIFICATION:

High: Very short duration (fast track) project.

5. COST CONTROL EFFORTS

The degree to which the Consultant controls its costs for wages rates (by region), overhead, expenses and FCCM. The cost control is not generally dependent upon the type of project. Factors to be considered in negotiating this criteria are the following, and other project-specific items:

• Burdened salary rates (by region) by classification.

- Specialized services requiring specialized staff.
- Reasonableness of the proposed distribution of staffing for the project.
- Reimbursed or excluded premium overtime.

LOW – (3% to 6%) Lower or minimal cost control efforts.

MEDIUM - (7% to 15%) Moderate cost control efforts.

HIGH - (16% to 27%) Substantial cost control efforts.

Cost Control Efforts Allowed Range: 3% to 27% Consultant %: 19.0%

JUSTIFICATION:

Good overhead control, some specialized services required.

6. OPERATING MARGIN JUSTIFICATION TOTAL

The total for items 2 through 5 will be calculated for you.	
Total Allowed Range: 12% to 42%	Consultant %: 32.0%

7. CONTRACT DURATION ADJUSTMENT FACTOR

For contracts of longer duration (reference table below), the Department shall allow a Contract Duration Adjustment Factor (CDAF). CDAF is defined as an economic price adjustment, necessitated by instability of labor costs for an extended period of contract performance (Reference 48 CFR Section 16.203). CDAF is not negotiated, but shall be a fixed number of points based on the overall anticipated length of contract (project schedule). CDAF points shall be allocated by the Department as follows:

Anticipated Leng	th of Contract CDAF Points	
0-12 Months	0	
13-24 Months	0	
25-36 Months	3	
37-48 Months	4.5	
49-60 Months	5.5	

- a) For new contracts, CDAF is applied beginning with the first labor hour incurred.
- b) CDAF shall only be applicable for contracts selected (contract final ranking) on or after November 1, 2014.
- c) In the event a contract selected on or after November 1, 2014 is extended (time extension) by six or more months, CDAF shall be applied prospectively to the extended/remaining services only, in accordance with the table shown above.
- d) CDAF shall not be applied to contracts selected before November 1, 2014, nor contract amendments/time extensions for contracts selected before November 1, 2014.
- e) For calculation purposes, CDAF shall be added to operating margin and applied to unloaded direct salaries.
- f) CDAF is applicable only to consultant firms who are awarded operating margin points.

For Calculation purposes, CDAF shall be added to Operating Margin and applied to direct salaries:

Allowed CDAF for this project: 0

ATTACHMENT A

TOPOGRAPHIC SURVEY FEES

NOBLES CONSULTING GROUP, INC.



600 UNIVERSITY OFFICE BLVD., SUITE 17-B PENSACOLA, FL 32504 P:850.857.7725 F:850.857.7726

May 15, 2018

Attn: **D. Allen Vinson, PE, CDT**

Project Manager

HDR

25 W. Cedar Street, Suite 200 Pensacola, FL 32502 D 850.429.8908 M 850.375.1309 allen.vinson@hdrinc.com

RE: <u>Motley Court Gulley Survey</u> - Surveying Services of an existing gulley along a northerly extension of Motley Court, in Pensacola, Escambia County, Florida, lying in Section 23, Township 1 North, Range 30 West.

Dear Mr. Vinson:

This is to confirm your recent request for professional surveying services. **Nobles Consulting Group, Inc. (NCG)** hereby presents the following proposal to perform the following described services.

Scope of Services

Motley Court Topographic Survey - See Exhibit "A" for site location.

- Collect topographic information over heavily wooded 100'+/- corridor to be centered on an existing gulley. The survey area to be collected to be approximately 5 acres.
- Cross-section intervals shall not exceed 100'. Where possible, topographical data shall exceed the right of way width by a minimum of 5'.
- Depict the east line of Boulder Creek First Addition subdivision and the right of way line of Motley Court, based on field-located boundary monuments.
- Locate and depict aboveground visible evidence of underground utilities as evidenced by aboveground features marked by others, at the time of field survey. *The Surveyor will not be responsible for coordinating the location of underground utilities.
- Reference Survey and submitted electronic files to the Florida North Zone State Plane Coordinate System, North American Datum of 1983 and the North American Vertical Datum of 1988.
- Provide 4 project control points with horizontal and vertical values, being no more than 1,000' apart.

\$6.975.00

Prepare 2 legal descriptions and sketch of proposed easements.

45 Hours of Field Work @ \$155.00/hour =

(Traverse, Bench Line, Topographic Data Collection, Locate right of way and subdivision monumentation, Reference Project Database to Published Horizontal/Vertical Control, Set Project Control)

8 Hours PSM @ \$130.00/hour = \$1,040.00

(Project Management and Supervision)

26 Hours of Cad @ \$75.00/hour = \$1,950.00

(Process Data, prepare Survey, and Legal Descriptions and Sketch)

Lump Sum Total for Survey = \$9,965.00

Page 1 of 2 Motley Court Gulley Topographic Survey – HDR 2018-05-15

age 1 of 2 Wiotiey Court Guiley Topographic Survey – Tibit 2010-03-1

600 UNIVERSITY OFFICE BLVD., SUITE 17-B PENSACOLA, FL 32504 P:850.857.7725 F:850.857.7726

*Notes:

- No protected trees will be located as part of this survey.
- Parcel lines to be based on plats of Boulder Creek First Addition, Valley Ridge Unit No. 2, and Valley Ridge Unit No. 3. No sectional monumentation location is anticipated.

If you have any questions concerning this proposal or need any other information, please feel free to contact me by telephone at (850) 857-7725.

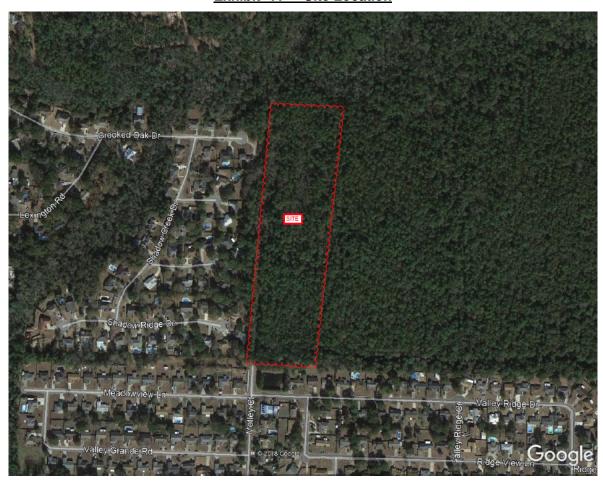
Deliverables of the Survey to be submitted digitally in MicroStation format. Five certified hard copies of the survey will also be delivered.

Sincerely,

Nobles Consulting Group, Inc.

Eric B. Stuart, LS Branch Manager

Exhibit "A" - Site Location



Page 2 of 2

Motley Court Gulley Topographic Survey – HDR 2018-05-15

ATTACHMENT B

GEOTECHNICAL INVESTIGATION FEES

LARRY M. JACOBS AND ASSOCIATES, INC

May 14, 2018

D. Allen Vinson, PE, CDT **Project Manager** HDR 25 W. Cedar Street, Suite 200 Pensacola, FL 32502 Email: Allen.Vinson@hdrinc.com

Geotechnical Engineering

Subject: Geotechnical Exploration Proposal

Motley Court Gully Restoration Project

Escambia County, Florida

Dear Ms. Allen:

Larry M. Jacobs & Associates, Inc. (LMJ) appreciates the opportunity to submit a proposal for providing a geotechnical exploration for the subject project. The following sections outline our understanding of the project, our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

Project and Site Description

The site is the existing gully beginning at the north end of Motley Court extending north approximately 1,700 feet towards the existing creek bed. We understand that the gully is washed out, heavily wooded, and overgrown with vegetation. Reportedly, the project is planned to include rebuilding the area the length of the gully to include stepped down sediment basins created with roughly 4 foot high berms with stormwater control structures consisting of inlet and piping between the basins. Existing access to the gully is reportedly difficult and Standard Penetration Test borings are likely not possible without substantial clearing. This proposal includes 3 days of field work to gather soil information. Our field work will include visits by engineering staff, hand auger/probe borings, and possibly some portable tripod mounted SPT borings, if accessible. If this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

Proposed Scope of Services

The following proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- Locate the borings at the site.
- Clear registered utilities at the site with the Sunshine Network, if applicable. Non-registered or private utilities are the responsibility of the client to clear.
- Site visit and gully trek by engineering staff. Mosquito repellent is included in cost.
- Mobilize drill team and truck mounted drilling rig to the site.
- Soil data collection fieldwork consisting of hand auger/probe borings, collection of soil samples along gully walls, and possible portable tripod mounted Standard Penetration Test (SPT) borings if accessible. Note that the hand auger/probe borings cannot extend substantially below the groundwater table in sandy soils.
- Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes an allowance for basic laboratory properties testing, such as moisture content and percent passing a number 200 sieve.



Analyze the field and laboratory data to provide geotechnical recommendations for the lift station.

A professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a report that will address the following:

- Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Depth to groundwater at the time of drilling.
- A discussion of the basic laboratory test results.
- ▼ A discussion of existing soils encountered in the borings and gully area for reuse in the berm construction.
- ▼ A discussion of site preparation techniques and construction considerations including general comments, subgrade preparation, fill placement, and compaction of the berms.
- A discussion of bedding/backfill of piping and structures.

ESTIMATED COSTS

We propose to provide the scope of services in this proposal for an estimated cost of \$7,157.00. For a detailed cost breakdown, please see the attached **Figure #1**. This proposal assumes that boring locations are accessible to our drill crew, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will obtain approval for the additional work before proceeding.

AUTHORIZATION

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Professional Services Agreement (Figure #2)** to our office. **LMJ** appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or require any further information, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

and arenge

David Liechty, PE Project Engineer

Attachments

Figure #1

Cost Breakdown



Client: Allen Vinson, PE, HDR

Project: Motley Court Gully Restoration

Drilling/Field Services		Unit F	ее	Est. Qty.	Est. Cost
Mobilization	0-25 Mi	\$375	Ea	1	375.00
	26-75 Mi	\$450	Ea		
	76-125 Mi	\$500	Ea		
Daily Drilling Rate		\$1,100	Day	3	3,300.00
Standard Penetration Test Borings	0-40 Ft	\$13	Ft		
	41-80 Ft	\$15	Ft		
	81-120 Ft	\$18	Ft		
Tripod Borings	0-30 Ft	\$19	Ft		
	31-60 Ft	\$21	Ft		
Auger/Probe Borings		\$12	Ft		
2-Man Drill Crew Mileage		\$1	Mi		
Difficult Moving Time (Clearing, Matting, Ha	nd Carry, Etc.)	\$140	Hr		
Obtain Undisturbed/Shelby Tube Sample		\$85	Ea		
Engineering Technician (Locate Borings & C	Clear Utilities)	\$50	Hr		
Engineering Technician Mileage		\$0.5	Mi		
		Dril	ling/	Field Total	\$3,675.00

Laboratory Testing Services

Water Content	\$15 Ea		
Sieve Analysis	\$75 Ea		
Wash #200 Sieve	\$35 Ea		
Atterberg Limits (Inc. Moisture Content)	\$100 Ea		
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)	\$150 Ea		
Organic Content	\$50 Ea		
Basic Properties Testing Allowance	Lump Sum		500.00
Lak	\$500.00		

Engineering Services

Senior Principal Geotechnical Engineer	\$150 Hr		
Principal Geotechnical Engineer	\$135 Hr		
Senior Geotechncial Engineer	\$120 Hr		
Project Engineer	\$110 Hr	25	2,750.00
Project Manager	\$100 Hr		
CAD Technician	\$58 Hr	4	232.00
	•		

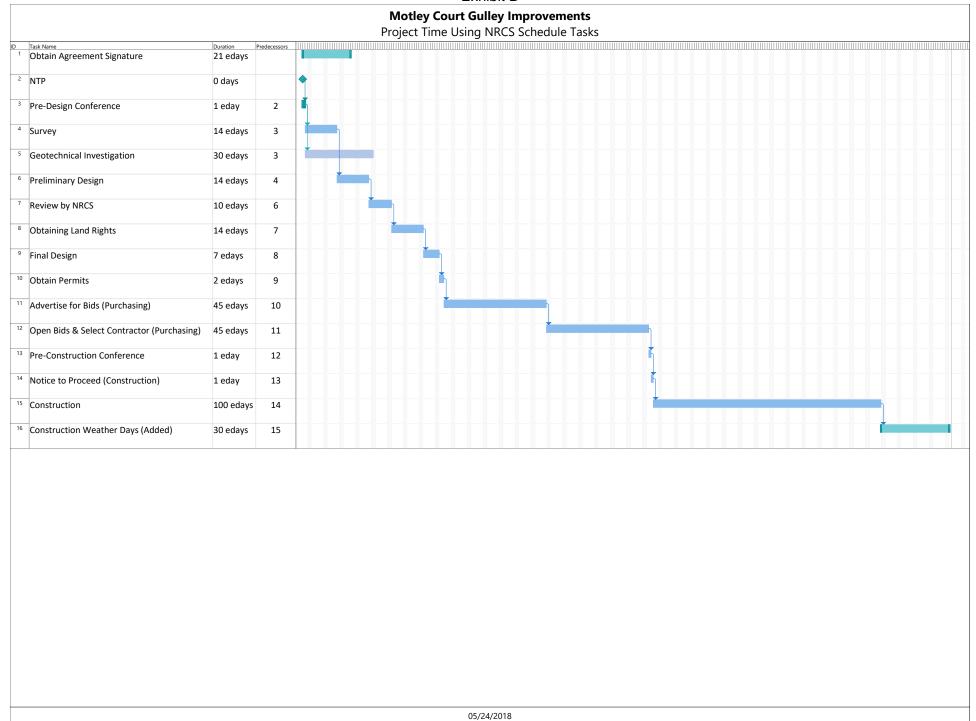
Engineering Total

\$2,982.00

Total Estimated Cost

\$7,157.00

Exhibit B



Final Ranking - May 8, 2018

Mariana Correa				
PD 17-18.040, Design Services for Motley Court Gulley Improvements	Points	HDR Engineering, Inc.	Volkert, Inc. (CORPORATE)	Sigma Consulting Group, Inc.
Experience with drainage and associated infrastructure design. The firm's experience preparing drainage solution and plans for Escambia County is a consideration	20	18	19	19
The firm should be familiar with NRCS and EWP requirements.	20	19	18	19
The firm should be familiar with drainage basin studies and drainage designs for Escambia County or other municipalities? Does the firm have experience modeling storm water designs?	20	19	19	19
Ability to handle environmental permitting and utility coordination. The firm shall be familiar with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of Florida Department of Environmental Protection, and the Army Corps of Engineers. The firm should understand the utility companies that may be impacted during the design and construction of the project.		19	19	19
Recent and current workloads. The firm's recent and current workload should be considered in the selection criteria, such as how many projects and how much the firm is currently under contract with Escambia County. How many projects are listed in the firm's response? How many projects are active? The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm up with most of the projects.	10	10	10	10
Ability to communicate effectively with County Staff, Contractors, or Residents, when required.	5	5	5	5
Has the firm ever been disqualified for a County, State, or Federal Contract?	5	5	3	5
Total	100	95	93	96

Final Ranking - May 8, 2018

Chris Curb				
PD 17-18.040, Design Services for Motley Court Gulley Improvements	Points	HDR Engineering, Inc.	Volkert, Inc. (CORPORATE)	Sigma Consulting Group, Inc.
Experience with drainage and associated infrastructure design. The firm's experience preparing drainage solution and plans for Escambia County is a consideration	20	20	19	20
The firm should be familiar with NRCS and EWP requirements.	20	19	18	20
The firm should be familiar with drainage basin studies and drainage designs for Escambia County or other municipalities? Does the firm have experience modeling storm water designs?	20	20	19	19
Ability to handle environmental permitting and utility coordination. The firm shall be familiar with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of Florida Department of Environmental Protection, and the Army Corps of Engineers. The firm should understand the utility companies that may be impacted during the design and construction of the project.		18	18	18
Recent and current workloads. The firm's recent and current workload should be considered in the selection criteria, such as how many projects and how much the firm is currently under contract with Escambia County. How many projects are listed in the firm's response? How many projects are active? The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm up with most of the projects.	10	9	9	8
Ability to communicate effectively with County Staff, Contractors, or Residents, when required.	5	5	4	5
Has the firm ever been disqualified for a County, State, or Federal Contract?	5	5	3	5
Total	100	96	90	95

Final Ranking - May 8, 2018

James Duncan				
PD 17-18.040, Design Services for Motley Court Gulley Improvements	Points	HDR Engineering, Inc.	Volkert, Inc. (CORPORATE)	Sigma Consulting Group, Inc.
Experience with drainage and associated infrastructure design. The firm's experience oreparing drainage solution and plans for Escambia County is a consideration	20	19	19	19
The firm should be familiar with NRCS and EWP requirements.	20	19	18	18
The firm should be familiar with drainage basin studies and drainage designs for Escambia County or other municipalities? Does the firm have experience modeling storm water designs?	20	19	19	19
Ability to handle environmental permitting and utility coordination. The firm shall be familiar with Environmental Resource Permitting requirements of the Northwest Florida Water Management District, as well as the requirements of Florida Department of Environmental Protection, and the Army Corps of Engineers. The firm should understand the utility companies that may be mpacted during the design and construction of the project.		19	18	19
Recent and current workloads. The firm's recent and current workload should be considered in the selection criteria, such as how many projects and how much the firm is currently under contract with Escambia County. How many projects are listed in the firm's response? How many projects are active? The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm up with most of the projects.	10	8	8	8
Ability to communicate effectively with County Staff, Contractors, or Residents, when required.	5	5	5	5
Has the firm ever been disqualified for a County, State, or Federal Contract?	5	5	5	5
Total	100	94	92	93

Final Ranking - May 8, 2018

PD 17-18.040, Design Services for Motley Court Gulley Improvements	HDR Engineering, Inc.	Volkert, Inc. (CORPORATE)	Sigma Consulting Group, Inc.
Mariana Correa	95	93	96
Chris Curb	96	90	95
James Duncan	94	92	93
Tota		275	284

Final Ranking 1 3 2

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

Motley Court Clear Creek Gulley



Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried 4-0, with Commissioner May having left the meeting, taking the following action concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program for Motley Court Clear Creek Gulley (Funding Source: \$250,000 - 25% match - Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project 08EN0068):

- A. Authorizing submittal of the Motley Court Clear Creek Gulley project to NRCS to request a determination of eligibility, scope of damages, and estimated costs of repairs, to be included in a Damage Survey Report (DSR) NRCS form, and approve Escambia County to serve as the local sponsor:
- B. Authorizing the County Administrator to execute a letter requesting NRCS to consider the Motley Court Clear Creek Gulley project for the EWP Program and requesting preparation of a Damage Survey Report for Board of County Commissioner consideration; and
- C. Accepting, subject to Legal review and sign-off, easements, hold harmless agreements, property donations, land acquisitions, and other documents of conveyance as may be required from property owners of Escambia County whose properties are adjacent to or within the designated project site.

2. Beulah Beltway Alternative Corridor Evaluation Study



Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried 4-0, with Commissioner May having left the meeting, taking the following action concerning the Beulah Beltway Alternative Corridor Evaluation (ACE) Study:

- A. Directing staff to eliminate the Alternative Corridors #2, #3, #4, and #6 from the seven (7) total Alternative Corridors evaluated during the ACE Study process;
- B. Directing staff to eliminate Alternative Corridor #1 from Quintette Road area south to Nine Mile Road; and

(Continued on Page 37)



Natural Resource Conservation Service

DAMAGE SURVEY REPORT (DSR)

Emergency Watershed Protection Program - Recovery

Section 1A				NRCS Entry Only
Date of Repo	rt:	11/28/2	017	Eligible: YES NO
DSR Number	r:	ESC-HAI	R-001	Approved: YES NO
Project Numb	oer:	5073	3	Funding Priority Number (from Section 7) Limited Resource Area: YES NO FEMA Declaration Type Link to Declaration Types: FEMA 1 Major Disaster Declaration
Section 1B -	Sponsoi	·Information		2 Emergency Declaration 3 Fire Mangement Assistance Declaration X 4 Local Declaration (State Conservationist Declaration)
Sponsor Nam	ne: Es	scambia County Board o	of County Commission	ers (BOCC)
Address:	22	1 Palafox Place		
City/State/Zip	p: Pe	ensacola, FL. 32502		
Telephone No	umber:	850-595-3440		Fax: 850-595-3444
Section 1C- S	Site Loc	ation Information		
County:	Escambia	State:	Florida	Congressional District: 1st
Latitude:	30.55	Longitude:	-87.267	UTM Coordinates:
Drainage Nar	ne: M	otley Court-Clear Creek	Gully	Site Name: Motley Court Gully
Reach:	No	orth of Motley Ct		
Damage Desc	eription:	Motley Court, along the approximately 1700 li	he East boundary of Bo near feet to Clear Cree	ted within a 30' unopened right-of-way starting at the North end of oulder Creek 1st Addition subdivision, and extending ek. This open ditch has eroded into a meandering gulley, ranging in the dep, and extends into the adjacent University of West Florida

Section 1D - Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.							
Site Eligibility	YES	NO	Remarks				
Damage was a result of a natural disaster? ¹	>		Feeder bands Hurricane Harvey				
Recovery measures would be for runoff retardation or soil	~						
erosion prevention? ¹							
Threat to life and/or property? ¹	✓		Residential homes				
Event caused a sudden impairment in the watershed? ¹	>						
Imminent threat was created by this event? ²	>		Threat to utilities and homes				
For structural repairs, not repaired twice within ten years? ²	<						
Site Defensibility							
Economic, environmental, and social documentation adequate							
to warrant action (See completed NRCS-CPA-52 and sections	✓						
3 and 4) ³							
Proposed action technically viable? (See section 6) ³	>						
¹ Statutory							
² Regulation							
³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation this summary page. If additional space is needed on this or any other page is							
Have all the appropriate steps been taken to ensure that all segn	nents c	of the	affected population have been informed of				
program and its possible effects? YES $\ ullet$ NO $\ \Box$							
Comments:							

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Conceptual design includes utilization of the two primary areas of the significant erosion as sediment basins to balance earthwork and reduce peak discharge. The remaining portion of the gulley is to be reshaped with an opn ditch atop a pipe drop inlet between basins. Each basin will also have a concrete weir overflow structure.

Total installation cost identified in this DSR: Section 6: \$761,094

_		-
	NRCS 75% cost-share:	\$570,821.00
	Sponsor 25% cost-share:	\$190,274.00

DSR NO. ESC-HAR-001 NRCS-PDM-20

Section IF - NRC	S State Office Review and Approval		1.1.
Reviewed By:	Jason Shenliff	Date Reviewed:	12/5/17
Approved By:	State EWP Program Manager	Date Approved:	12-5-17
	State Conservationist	Burden Statement	

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write USDA, Director of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-941 0 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

DSR NO. ESC-HAR-001 NRCS-PDM-20

Section 2 - Environmental Evaluation and Special Environmental Concerns

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic Considerations

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction (\$)
Properties Protected (Private)			
Adjacent home - Crooked Oak Drive	\$180,000	75%	\$135,000
4 homes	\$640,000	40%	\$256,000
1 home	\$185,000	40%	\$74,000
Properties Protected (Public)			
Utilites	\$50,000	90%	\$45,000
Motley Court	\$400,000	50%	\$200,000
Retention Pond	\$100,000	40%	\$40,000
Crooked Oak	\$400,000	20%	\$80,000
Business Losses			
Other			
	Total Near Term Da	mage Reduction \$	\$830,000
Net Benefit (Total Near	Term Damage Reduction minus Co	st from Section 6)	\$68,906

Completed By:	Christopher A. Curb	Date:	11/28/17

Section 4 - Social Consideration

This section must be completed by each alternative considered (attach additional sheets as necessary).

		Yes	No	Remarks
Has there been a loss of the watershed imp			✓	
Is there the potential to damages from the impairment?		>		Gully is currently within 10 feet of a driveway.
Has access to a hospital or medical facility been impaired by watershed impairment?			>	
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)?			7	Not at this time. However the gully erosion and head cut is extending close to adjacent homes and properties. Downgradient wetlands and creek is impaired by extensive soil transport.
Is there a lack or has there been a reduction of public safety due to watershed impairment?		>		Large gully adjacent to a residential subdvision poses a safety concern for children. Buried water main, sanitary sewer lines, and communication lines have a damage potential, with continued gully erosion.
Completed By:	Christopher A. Curb			Date: 11/28/17

5 of 11 Approved 11/2016 **DSR NO.** ESC-HAR-001 NRCS-PDM-20

Section 5 - Group Representation and Disability Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	0
American Indian/Alaska Native Female Non-Hispanic	9
American Indian/Alaska Native Male Hispanic	0
American Indian/Alaska Native Male Non-Hispanic	9
Asian Female Hispanic	0
Asian Female Non-Hispanic	28
Asian Male Hispanic	0
Asian Male Non-Hispanic	28
Black or African American Female Hispanic	1
Black or African American Female Non-Hispanic	82
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	82
Hawaiian Native/Pacific Islander Female Hispanic	0
Hawaiian Native/Pacific Islander Female Non-Hispanic	0
Hawaiian Native/Pacific Islander Male Hispanic	0
Hawaiian Native/Pacific Islander Male Non-Hispanic	0
White Female Hispanic	3
White Female Non-Hispanic	1,107
White Male Hispanic	2
White Male Non-Hispanic	1,107
Total Group	2,459

Census tract(s) Estimated fron 2010 Census Tract 36.08. Additional 30 listed as "Other" for Total Group = 2489

Completed By: Christopher A. Curb with GIS Department Assistance

Date: 11/28/17

DSR NO. ESC-HAR-001 NRCS-PDM-20

Section 6 - Engineering Cost Estimate

This section must be completed by each al	ternative considered (at	tach addition	al sheets as necessary	7).
Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
Mobilization	1.0	EA	\$50,000.00	\$50,000
Tree Removal 13"-24" diameter	50.0	EA	\$950.00	\$47,500
Tree Removal 25"-48" diameter	30.0	EA	\$1,500.00	\$45,000
Earthwork Excavate, Haul, and Install, Onsite	15,000.0	CY	\$12.00	\$180,000
Staked Turbidity Barrier	80.0	LF	\$18.00	\$1,440
Install Wood Trash Rack/Skimmer at Pond Outfall	3.0	EA	\$1,500.00	\$4,500
Clay Core for Embankment	480.0	CY	\$24.00	\$11,520
Grade Side Slopes	9,680.0	SY	\$1.49	\$14,423
48" RCP Pipe 6'-12' deep	1,000.0	LF	\$151.00	\$151,000
Ditch Bottom Inlet Type E Overflow Structure	3.0	EA	\$7,840.00	\$23,520
Class II Concrete for Weirs	40.0	CY	\$600.00	\$24,000
Class 1 Concrete for Endwalls with steel included	30.0	CY	\$600.00	\$18,000
Argentine Bahia Sod, Staked	27,000.0	SY	\$4.00	\$108,000
Argentine Bahia Seeding and Mulch (per LBS)	300.0	Other	\$14.00	\$4,200
Stone Rip Rap, Class I	80.0	TN	\$110.00	\$8,800
Contingency (%)	10	0%	\$69,190.32	\$69,190
	al Installation Cost (H			\$761,094

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton

LF Linear Feet Other (Specify) LBS- pounds, AC- Acres

Completed By: Christopher A. Curb, Jason Strenth Date: 11/28/17

DSR NO. ESC-HAR-001 NRCS-PDM-20

Section 7 - NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

page 9).				
Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?		✓		
2. Is this a site where there is serious, but not immediate threat to human life?	~			21.
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	\			2de
4. Is this site a funding priority established by the NRCS Chief?		V		
The following are modifiers for the above criteria			Modifer	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?			7	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			V	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				
Enter priority computation in Section 1A, NRCS Entry, Funding priority	numb	er.		

Remarks:			

DSR NO. ESC-HAR-001 NRCS-PDM-20

Section 8 - Findings

Enter NEPA compliance finding from section Q of the NRCS-CPA-52

The preferred alternative is a federal action ALL of which is catergorically excluded from further environmental analysis AND there is no extradordinary circumstances as identified in Section "O".

The DSR was reviewed with the sponsors YES \square NO \square

NRCS representative of the DSR team: Jason Strenth, Josh McElhaney

Title: State Conservation Engineer, District Conservationist Date: 11/30/17

Section 9 - Attachments:

- A. Location Map
- B. Site Plan or Sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14284 County Administrator's Report 13. 10.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Supplemental Budget Amendment #134 - Bayou Chico

Stormwater Retrofit Project

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #134 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #134, Other Grants and Projects Fund (110), in the amount of \$33,646, to recognize the remaining balance from the State of Florida Department of Environmental Protection (FDEP) G0409 Beach Haven/Boardwalk Grant, and to appropriate these funds to be used for the Bayou Chico Stormwater Retrofit Project which will provide funding to extend the Southwest Greenway elevated boardwalk along Jones Creek.

BACKGROUND:

The Bayou Chico Stormwater Retrofit Project had a remaining Grant balance that was not recognized in this year's budget. These remaining Grant funds will be used to provide funding to extend the Southwest Greenway elevated boardwalk along Jones Creek.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$33,646.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT	FOR BOARD ACTION:
--------------------	-------------------

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 134

Board of County Commissioners Escambia County Supplemental Budget Amendment Resolution

Resolution	Number
R2018-	

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

WHEREAS, Escambia County has a remaining Grant balance from the Florida Department of Environmental Protection (DEP) for the Bayou Chico Retrofit Project that was not recognized in the current year's budget, 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, 2018:

Other Grants and Projects	110		
Fund Name	Fund Number		
Revenue Title FDEP G0409 Bch Haven/Boardwalk	Fund Number 110	Account Code 334372	Amount 33,646
Total			\$33,646
Appropriations Title Other Contractual Services	Fund Number/Cost Center 110/221024	Account Code/ Project Number 53401	Amount 33,646
Total		=	\$33,646
NOW THEREFORE, be it resolved by that the foregoing Supplemental Bud	the Board of County Commission	oners of Escambia County ive upon adoption of this f	, Florida, Resolution.
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT		BOARD OF COUNTY CO OF ESCAMBIA COUNTY,	
Deputy Clerk	-	Jeff Bergos	h, Chairman
	_		
Adopted			
OMB Approved	-		
Supplemental Budget Amendment # 134			



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14289 County Administrator's Report 13. 11.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: SBA # 136 - Sheriff's Off-Duty Officer Reimbursements,

Insurance Proceeds, Auto Repairs, & Misc. Fees

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #136 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #136, General Fund (001), in the amount of \$53,640, to recognize the Sheriff's off-duty officer, insurance proceeds, auto repairs, and miscellaneous reimbursements/fees and to appropriate these funds into the Sheriff's Administrative Budget to offset operational expenses.

BACKGROUND:

The Sheriff's Department has received off-duty officer, insurance proceeds, auto repairs, and miscellaneous costs reimbursements/fees associated with providing law enforcement and related services in Escambia County totaling \$53,640, which will be placed into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This amendment will increase Fund 001 (General Fund) by \$53,640.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA # 136

Board of County Commissioners Escambia County Supplemental Budget Amendment Resolution

Resolution	Number
R2018-	

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

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from expenses incurred by the Sheriff's Department, including reimbursement for off-duty officer employment expenses, insurance proceeds, auto repairs, and public records requests. These funds must now be and appropriated back into the Sheriff's operating budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

General Fund	001		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	001	369939	\$45,757
Insurance Proceeds	001	369008	7,883
Total			\$53,640
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expenses	001/540101	59703	\$53,640
Total			\$53,640
NOW THEREFORE, be it resolved that the foregoing Supplemental Bu ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT			Resolution. OMMISSIONERS
		Jeff Bergos	sh, Chairman
Deputy Clerk			
Adopted			
OMB Approved			
Supplemental Budget Amendment			

#136



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14296 County Administrator's Report 13. 12.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Default on the Purchase of County-Owned Real Property

Located at Red Cedar Street (Innerarity Island)

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Default on the Purchase of County-Owned Real Property
Located at Red Cedar Street (Innerarity Island) - Stephan Hall, Budget Manager,
Management and Budget Services

That the Board take the following action concerning Default on the Purchase of County-Owned Real Property Located at Red Cedar Street (Innerarity Island) (Account #: 10-4461-832, Reference #: 15-3S-320-2001-017-008). This parcel is located in District 2:

A. Declare Irwin McCastle, the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between him and the County for the purchase of the County-owned parcel located at Red Cedar Street (Innerarity Island), for failure to close in the timeframe prescribed by the terms of the Contract;

- B. Retain the deposit made by Mr. McCastle, in the amount of \$4,100, for the parcel located at Red Cedar Street (Innerarity Island); and
- C. Authorize the parcel to be re-advertised for sale at another auction.

BACKGROUND:

Irwin McCastle was the successful bidder in the surplus real property auction ending February 7, 2018, wherein he bid \$41,000 for the parcel located at Red Cedar Street (Innerarity Island). On February 12, 2018, Mr. McCastle completed the 10% Deposit and Purchase form and submitted his bid deposit to the County in the amount of \$4,100 for the aforementioned parcel. The County Attorney's

Office mailed a set of closing documents to Mr. McCastle on March 5, 2018. Mr. McCastle appeared for his scheduled closing on April 17th, where he executed the Agreement for Sale and Purchase, which was also executed by the Chairman on that same date. Mr. McCastle left the closing to go to the bank for certified checks, but failed to return. On April 18th, he requested to delay the closing for another 30 days to allow an additional investor to look at the property. The closing was extended until May 17, 2018, and Mr. McCastle was advised that the would be in default of the terms of the contract if he did not close by the extended date. Mr. McCastle did not show up for the closing, nor did he call.

On May 23, 2018, a certified letter was mailed to Mr. McCastle by the County Administrator, advising that Mr. McCastle had failed to complete the closing and that the Administrator would recommend the Board find him in default of the terms of the contract, retain the bid deposit, and authorize the property to be re-advertised for another auction.

BUDGETARY IMPACT:

The 10% bid deposit submitted by Mr. McCastle was deposited into the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Certified Letter

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA



Jack R. Brown County Administrator

May 23, 2018

221 Palafox Place, Suite 420 Pensacola, Florida 32502

Telephone (850) 595-4947 Telefax (850) 595-4908

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED: 7002 0460 0003 1600 5527

Irwin McCastle WURM Environmental 1224 East Mallory Street Pensacola, FL 32503

Re:

County's Sale of Property Located at Red Cedar Street (Innerarity Island)

Tax Account #: 10-4461-832

Dear Mr. McCastle:

It has come to my attention that you have not completed the closing on the purchase of the above-referenced property that you won as the high-bidder in the auction ending February 7, 2018. I understand that you appeared for your scheduled closing on April 17th, left to go to the bank for certified checks, but did not return. Then, on April 18th you requested to delay the closing for another 30 days to allow an additional investor to look at the property. You were advised that you would be in default of the terms of the contract if you did not close by the extended date of May 17, 2018.

To date, you have failed to complete the closing. As such, I have no alternative but to recommend to the Board of County Commissioners at its meeting on June 21, 2018, that they find you in default of the terms of the contract, retain your bid deposit, and authorize the property to be re-advertised for sale at another auction.

	49	M.
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELL	very estions or require any
 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Prin your name and address on the reverse 	A. Signarure//	☐ Agent ☐ Addressee
so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name)	C. Date of Delivery
Article Addressed to:	D. Is delivery address different from iten If YES, enter delivery address below	
Irwin McCastle		
WURM Environmental 1224 East Mallory Street		
Pensacola, FL 32503	3. Service Type Certified Mall Registered Insured Mail C.O.D.	lept for Merchandise
	4. Restricted Delivery? (Extra Fee)	☐ Yes
2. Article Number (Transfer from service label) 7002 0460 0	1003 1600 5527	
PS Form 3811, February 2004 Domestic Ret	ım Receipt	102595-02 W-1540



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-12444 County Administrator's Report 13. 13. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Acceptance of a Drainage Easement at 2853 Pine Forest Road

From: Joy Jones, Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Two Easements Located at 2853 Pine Forest Road - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning two easements located at 2853 Pine Forest Road from David A. Farish:

A. Accept the donation of a Drainage Easement, (approximately 0.37 acres) located at 2853 Pine Forest Road from David A. Farish, for drainage improvements;

- B. Accept the donation of a Temporary Construction Easement, (approximately 0.50 acres) located at 2853 Pine Forest Road from David A. Farish, for drainage improvements;
- C. 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;
- D. Authorize the payment of incidental expenditures associated with the recording of documents; and
- E. Authorize the Chairman or Vice Chairman to accept the Easements, as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with the recording of

documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

This property is located in Commission District 5.

BACKGROUND:

This Drainage Easement is needed for the Crestfield/Crockett Drainage Project. Currently, a washout area is located behind Mr. Farish's property at 2853 Pine Forest Road. The County would like to repair the washout area by installing a permanent structure to prevent future damage. In order for the County to make the desired improvements, a Drainage Easement, and a Temporary Construction Easement, is needed for the southern portion of Mr. Farish's property.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easement and the Temporary Construction Easement were 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.

Attachments

<u>Drainage Easement</u>
<u>Temporary Construction Easement</u>
<u>Aerial Map</u>

This document was prepared by: Stacey S. Ward Escambia County Public Works Department 3363 West Park Place Pensacola, Florida 32505

A Portion of 38-1N-31-2306-000-007 Crockett Drainage Project

STATE OF FLORIDA COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

(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 38, Township 1N, 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.

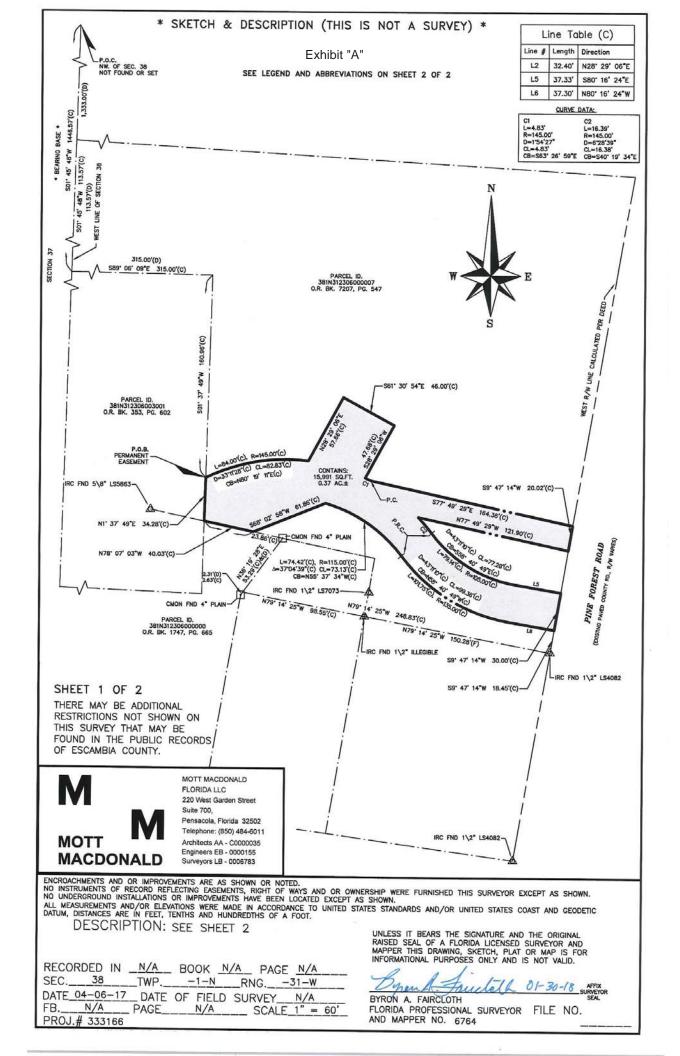
SIGNED IN THE PRESENCE OF:

13		GRANTORS :		
Witness Print Name Severy	Vignes	9	1	A
Witness Print Name	Umost	By: Navid A. Farish	a farm	<i>O</i>
STATE OF FLORIDA				
COUNTY OF ESCAMBIA The foregoing instrun	nent was acknowledged before is personally	ore me this $\frac{3}{2}$ day o	MAY	, 2018,
by David A. Farish. I	He is personally as identification.	known to me, c	or () produced	current
		Signature of Notary	selet Ja	
(Notary Seal)		Signature of Hotaly	CHIENEST	orie
		Printed Name of Not	ary Public	



ACCEPTANCE

	, 2018, as author	by Escambia County, Florida, on the day of ized by the Board of County Commissioners of Escambia
County, Fior	ida at its meeting held on the	
ATTEST:	Pam Childers Clerk of the Court	Jeff Bergosh, Chairman
Deputy Clerk	ζ	
		This document approved as to form and legal/sufficiency. By: Title: Ass. County Afforms Date: Type 4, 2011



PERMANENT EASEMENT

PERMANENT EASEMENT

A PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7207, PAGE 547 AND LOCATED IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 38; THENCE S 01'45'48" W, ALONG SAID WEST LINE, FOR A DISTANCE OF 1446.57 FEET; THENCE DEPARTING SAID WEST LINE S 89'06'09" E, FOR A DISTANCE OS 315.00 FEET; THENCE S 01'37'49" W, FOR A DISTANCE OF 160.98 FEET TO THE POINT OF BEGINNING ALSO BEING A POINT OF CURYATURE CONCAVE SOUTH HAVING A RADIUS OF 145.00 FEET; THENCE ALONG SAID CURVE 84.00 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF N 80'19'11" E AND HAVING A CHORD DISTANCE OF 82.83 FEET); THENCE S 28'29'06" W, FOR A DISTANCE OF 47.68 FEET TO A POINT OF CURVATURE CONCAVE TO THE SOUTH HAVING A CHORD DISTANCE OF 46.00 FEET; THENCE S 28'29'06" W, FOR A DISTANCE OF 47.68 FEET TO A POINT OF CURVATURE CONCAVE TO THE SOUTH HAVING A CHORD DISTANCE OF 46.00 FEET; THENCE S 28'29'06" W, FOR A DISTANCE OF 47.68 FEET TO A POINT OF CURVATURE CONCAVE TO THE SOUTH HAVING A CHORD DISTANCE OF 64.50.0 FEET; THENCE S 28'29'06" W, FOR A DISTANCE OF 47.68 FEET TO A POINT OF CURVATURE CONCAVE TO THE SOUTH HAVING A CHORD DISTANCE OF 64.85 FEET TO WEST RIGHT OF WAY OF PINE FOREST ROAD; THENCE S 09'47'14" W, ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 64.35 FEET TO WEST RIGHT OF WAY OF PINE FOREST ROAD; THENCE S 09'47'14" W, ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 20.02 FEET; THENCE DEPARTING SAID CURVE (HAVING A CHORD BEARING OF S 60'19'34" E AND HAVING A CHORD DISTANCE OF 16.38 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF S 60'19'14" E AND HAVING A CHORD DISTANCE OF 70.20 FEET; THENCE NORTHEAST 16.39 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD DISTANCE OF 50.00 FEET; THENCE NORTHEAST 10.50 FEET; THENCE NORTHEA

CONTAINING 15,991 SQUARE FEET OR 0.37 ACRES MORE OR LESS.

SURVEYOR'S NOTES

- 1. NORTH AND BEARINGS ARE ASSUMED BASED ON THE WEST LINE OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, HAVING A BEARING OF S 01'45'48" W.
- 2. NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO MOTT MACDONALD FLORIDA, LLC FOR THE PURPOSES OF THE SKETCH AND DESCRIPTION SHOWN HEREON.
- 3. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SKETCH AND DESCRIPTION DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES.

LEGEND & ABBREVIATIONS

SHEET 2 OF 2

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.



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

LS = LICENSED SURVEYOR	LB = LICENSE BUSINESS
R = RADIUS	CB = CHORD BEARING
CL = CHORD LENGTH	L = ARC LENGTH
D = DELTA	IRC = IRON ROD & CAP
FND FOUND	CMON = 4" CONCRETE MONUMENT
(C) = CALCULATED	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	BK. = BOOK
P.O.C POINT OF COMMENCEMENT	PG. = PAGE
P.O.B. = POINT OF BEGINNING	P.C POINT OF CURVATURE
& - CENTERLINE	P.T. = POINT OF TANGENCY
R/W = RIGHT OF WAY	- NOT TO SCALE
T.C.E. = TEMPORARY CONSTRUCTION	
	- SECTION LINE
	- RIGHT OF WAY LINE
	= PROPERTY LINE
	=== BOUNDARY LINE
	EASEMENT LINE

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: SEE ABOVE

RECORDED IN NA BOOK NA PAGE NA 38 SEC._ __TWP.____1-N___RNG.__-31-W DATE 04-06-17 DATE OF FIELD SURVEY N/A N/A FB. _ PAGE____ N/A SCALE_N/A PROJ.# 333166

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.

FILE NO.

This document was prepared by: Stephen G. West, Senior Assistant County Attorney Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502

Crockett Street/Crestfield Drive Drainage Project A Portion of 38-1N-31-2306-000-007

STATE OF FLORIDA COUNTY OF ESCAMBIA

TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this day of _______, 2018, by and between David A. Farish, a single man, whose mailing address is 2853 Pine Forest Road, Cantonment, FL 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of the real property (the Property) described in the attached Exhibit A; and

WHEREAS, Grantee desires to enter upon a portion of Grantor's Property for the purpose

WHEREAS, Grantee desires to enter upon a portion of Grantor's Property for the purpose of repairing and constructing a stormwater drainage structure; and

WHEREAS, Grantor has agreed to grant a Temporary Construction Easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below.

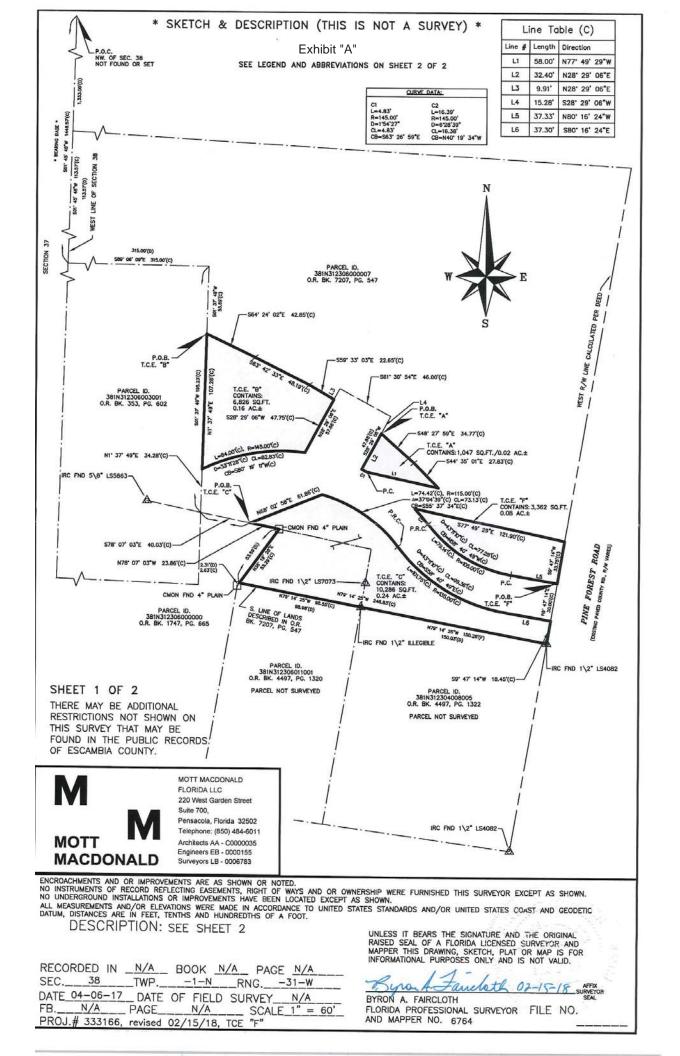
NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, Grantor does grant to Grantee, a temporary construction easement for the above-described purposes over and across a portion of Grantor's Property, as more particularly described in the attached Exhibit A.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire upon completion of the drainage project, but not later than <u>December 2019</u>. Prior to expiration, Grantee shall stabilize the disturbed areas and otherwise return easement area substantially to the condition that existed prior to this Temporary Construction Easement, or to the greatest extent allowed by permitting agencies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered in our presence as Witnesses: **GRANTOR:** Witness By: David A. Farish Print Name Witness STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 30 day of ed current ______, 2018, by David A. Farish. He is personally known to me, or () as identification. produced current Signature of Notary Public (Notary Printed Name of Notary Public **ACCEPTANCE**

of		oted by Escambia County, Florida, on the day, as authorized by the Board of County lorida at its meeting held on the day of
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST:	PAM CHILDERS Clerk of the Court	Jeff Bergosh, Chairman
Deputy Clerk		This document approved as to form and legal sufficiency. By: Title: Date: January Afformy Date:



TEMPORARY CONSTRUCTION EASEMENT (T.C.E.) "A"

A PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7207, PAGE 547 AND LOCATED IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 38; THENCE S 01'45'48" W ALONG SAID WEST LINE, FOR A DISTANCE OF 1,446.57 FEET; THENCE DEPARTING SAID WEST LINE S 89'06'09" E, FOR A DISTANCE OF 315.00 FEET; THENCE S 01'37'49" W, FOR A DISTANCE OF 53.69 FEET; THENCE S 64'24'02" E, FOR A DISTANCE OF 42.85 FEET; THENCE S 63'42'33" E, FOR A DISTANCE OF 48.19 FEET; THENCE S 59'33'03" E, FOR A DISTANCE OF 22.65 FEET; THENCE N 28'29'06" E, FOR A DISTANCE OF 99 FEET; THENCE S 61'30'54" E, FOR A DISTANCE OF 46.00 FEET; THENCE S 28'29'06" W, FOR A DISTANCE OF 15.28 FEET TO THE POINT OF BEGINNING; THENCE S 48'35'99" E, FOR A DISTANCE OF 48.77 FEET; THENCE S 44'35'01" E, FOR A DISTANCE OF 27.83 FEET; THENCE N 77'49'29" W, FOR A DISTANCE OF 58.00 FEET TO A POINT OF CURVATURE CONCAVE SOUTH HAVING A RADIUS 145.00 FEET; THENCE NORTHWEST 4.83 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF N 63'26'59" W AND A CHORD LENGTH OF 4.83 FEET); THENCE DEPARTING SAID CURVE N 28'29'06" E, FOR A DISTANCE OF 32.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,047 SQUARE FEET OR 0.02 ACRES MORE OR LESS

A PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7207, PAGE 547 AND LOCATED IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 38; THENCE S 01'45'48" W, ALONG SAID WEST LINE, FOR A DISTANCE OF 1,446.57 FEET; THENCE DEPARTING SAID WEST LINE S 80'06'09" E, FOR A DISTANCE OF 315.00 FEET; THENCE S 01'37'49" W, FOR A DISTANCE OF 53.69 FEET TO THE POINT OF BEGINNING; THENCE S 64'24'02" E, FOR A DISTANCE OF 42.85 FEET; THENCE S 63'32'03" E, FOR A DISTANCE OF 42.85 FEET; THENCE S 59'33'03" E, FOR A DISTANCE OF 28'29'06" W, FOR A DISTANCE OF 47.75 FEET TO A CURVE CONCAVE SOUTH HAVING A RADIUS OF 145.00 FEET; THENCE SOUTHWEST 84.00 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING S 80'19'11" W AND A CHORD LENGTH OF 82.83 FEET); THENCE DEPARTING SAID CURVE N 01'37'49" E, FOR A DISTANCE OF 107.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,826 SQUARE FEET OR 0.16 ACRES MORE OR LESS

DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.) "C":

A PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7207, PAGE 547 AND LOCATED IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 38; THENCE S 01'45'48" W, ALONG SAID WEST LINE, FOR A DISTANCE OF 1446.57 FEET; THENCE DEPARTING SAID WEST LINE S 89'06'09" E, FOR A DISTANCE OF 315.00 FEET; THENCE S 01'37'49" W, FOR A DISTANCE OF 195.23 FEET; THENCE S 78'07'03" E, FOR A DISTANCE OF 40.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH AND STATE OF 61.86 FEET TO A POINT OF CURVATURE CONCAVE SOUTH HAVING A RADIUS OF 115.00 FEET; THENCE SOUTHEAST 74.42 ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF \$ 55'37'34" E AND A CHORD LENGTH OF 73.13 FEET) TO A POINT OF REVERSE CURVATURE CONCAVE NORTH HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHEAST 101.75 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF \$ 55'37'34" E AND A CHORD DISTANCE OF 99.36 FEET); THENCE S 8016'24" E, FOR A DISTANCE OF 37.30 FEET TO THE WEST RIGHT OF MAY LINE OF PINE FOREST ROAD; THENCE S 09'47'14" W ALONG SAID WEST LINE, FOR A DISTANCE OF 18.45 FEET; THENCE DEPARTING SAID WEST LINE N 79'14'25" W, FOR A DISTANCE OF 24.88 FEET; THENCE N 36'19'28" E, FOR A DISTANCE OF 53.29 FEET; THENCE N 78'07'03" W, FOR A DISTANCE OF 23.86 FEET TO THE POINT OF BEGINNING;

CONTAINING 10,923 SQUARE FEET OR 0.25 ACRES MORE OR LESS.

A PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7207, PAGE 547 AND LOCATED IN SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 38; THENCE S 01'45'48" W, ALONG SAID WEST LINE, FOR A DISTANCE OF 1,446.57 FEET; THENCE DEPARTING SAID WEST LINE S 89'06'09" E, FOR A DISTANCE OF 315.00 FEET; THENCE S 01'37'49" W, FOR A DISTANCE OF 195.23 FEET; THENCE S 01'37'49" W, FOR A DISTANCE OF 195.23 FEET; THENCE S 01'37'49" W, FOR A DISTANCE OF 195.23 FEET; THENCE S 01'37'49" W, FOR A DISTANCE OF 150.00 FEET; THENCE S 01'37'49" E, FOR A DISTANCE OF 61.86 FEET TO A POINT OF CURVATURE CONCAVE SOUTH HAVING A RADIUS OF 115.00 FEET; THENCE S 00'07'49" E AND A CHORD LENGTH OF 73.13 FEET) TO A POINT OF REVERSE CURVATURE CONCAVE NORTH HAVING A RADIUS OF 135.00 FEET; THENCE S SOUTHEAST 101.75 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF S 58'40'49" E AND A CHORD DISTANCE OF 99.36 FEET); THENCE S SOUTHEAST 101.75 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF S 58'40'49" E AND A CHORD DISTANCE OF 99.36 FEET); THENCE S SOUTHEAST 101.75 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF S 58'40'49" E AND A CHORD DISTANCE OF 99.36 FEET); THENCE S SOUTHEAST 101.75 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF N 58'40'49" E AND A CHORD BEARING OF N 68'40'49" E AND A CHORD BEARING OF N 80'16'24" W, FOR A DISTANCE OF 37.30 FEET TO A POINT OF CURVATURE CONCAVE NORTH HAVING A RADIUS OF 105.00 FEET; THENCE NORTHWEST 79.14 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF N 58'40'49" W AND A CHORD LENGTH OF 16.38 FEET) TO A POINT OF REVERSE CURVATURE CONCAVE SOUTH HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWEST 16.39 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF N 58'40'49" W AND A CHORD LENGTH OF 16.38 FEET; THENCE NORTHWEST 16.39 FEET ALONG THE ARC OF SAID CURVE (HAVING A CHORD BEARING OF N 40'19'34" W AND A CHORD LENGTH OF 16.38 FEET; THENCE S 77'49'29" E, FOR A DISTANCE OF 33.75 FEET TO THE POIN

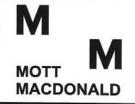
CONTAINING 3,362 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

SURVEYOR'S NOTES

- 1. NORTH AND BEARINGS ARE ASSUMED BASED ON THE WEST LINE OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, HAVING A BEARING OF S 01'45'48" W.
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- 3. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SKETCH AND DESCRIPTION DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES.

SHEET 2 OF 2

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.



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

LEGEND & ABBREVIATIONS

LS	-	LICENSED SURVEYOR	LB	_	LICENSE BUSINESS
R	=	RADIUS	CB	-	CHORD BEARING
CL.	-	CHORD LENGTH	L	-	ARC LENGTH
D	=	CHORD LENGTH DELTA	IRC	=	IRON ROD & CAP
FND.	=	FOUND	CMON	-	4" CONCRETE MONUMENT
(C)	-	CALCULATED	ID.	-	IDENTIFICATION
(D)	=	DEED MEASUREMENT	SQ. FT.	-	SQUARE FEET
(F)	=	FIELD MEASUREMENT	AC.	=	ACRES
SEC.	-	SECTION	±	-	PLUS OR MINUS
TWP.	=	TOWNSHIP	0.R.	-	OFFICIAL RECORDS
RNG.	-	RANGE	BK.	=	BOOK
		POINT OF COMMENCEMENT			
P.O.B.	=	POINT OF BEGINNING	P.C.	=	POINT OF CURVATURE
Ģ.	=	CENTERLINE	P.T.	-	POINT OF TANGENCY
		RIGHT OF WAY		-	NOT TO SCALE
T.C.E.	=	TEMPORARY CONSTRUCTION	EASEMEN	T	
-	-		-= SEC	mo	N LINE
-	_		-= RIG	HT	OF WAY LINE
_			- PRO	OPE	RTY LINE
_	-		== BOL	JND	ARY LINE
_	_		-= EAS	FM	ENT LINE

ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.

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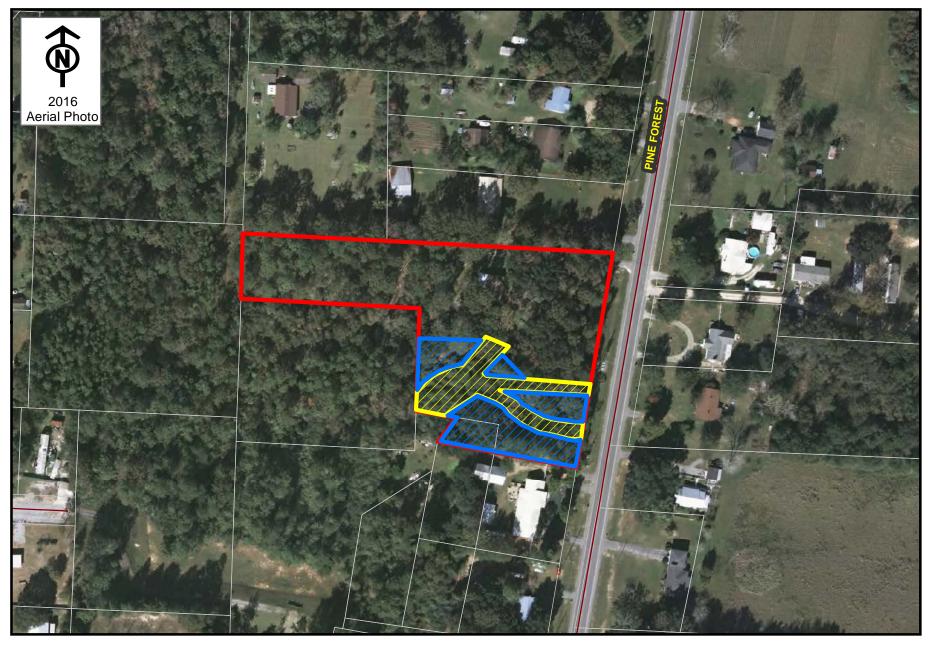
DESCRIPTION: SEE ABOVE

RECORDED IN N/A BOOK N/A PAGE N/A 38 _TWP._ -1-N RNG. -31-W DATE_04-06-17 DATE OF FIELD SURVEY_ N/A N/A FB. PAGE_ N/A __ SCALE_N/A PROJ.# 333166

INLESS 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.

FILE NO.

Crockett Street and Crestfield Drive Drainage





ESCAMBIA COUNTY ENGINEERING DEPARTMENT

SSW 6/5/18 DISTRICT 5



Farish Property



Drainage Easement Area



Temporary Construction Easement Area



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14086 County Administrator's Report 13. 14.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Bob Sikes Bridge Toll Staffing Contract Amendment -

PD14-15.048

From: Joy Jones, Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Bob Sikes Bridge Toll Staffing Contract - PD14-15.048 between Escambia County and JJW Services, Inc., d/b/a AccuStaff - Joy Jones, P.E., Public Works Department Director

That the Board approve a 3-month renewal to AccuStaff for the 4th of allowable 5 years of the toll staffing contract.

[Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401]

BACKGROUND:

The BCC, at its regular meeting held June 2, 2015, approved Contract PD 14-15.048 (Toll Collection Personnel Services at Bob Sikes Bridge), effective July 1, 2015, for a term of 1 year with the options to renew for up to 4 additional 12-month periods. The request is that the Board approve 3 months of the 4th 12-month period for the toll staffing contract with the new Countywide staffing contract to follow October 1, 2018.

If approved, the 4th extension will be in effect from July 1, 2018, through September 30, 2018.

The estimated annual amount for toll collection services is \$410,000, which is based off "all-in rates" per hour for one on-site manager, four supervisors, and 25 toll collectors.

BUDGETARY IMPACT:

Funding is available in Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, county staff will coordinate with AccuStaff for proper implementation.

Attachments

BCC Mins 052517

BCC Mins 021617

BCC Mins 120816

BCC Mins 070715

BCC Mins 060215

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-29. Approval of Various Consent Agenda Items Continued
 - 23. Taking the following action concerning Contracts for the Bob Sikes Bridge Toll Facility (Funding: funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401):
 - A. Approving the annual allocation, in the amount of \$171,298.71, plus an additional 10% (\$17,129.87), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, through July 7, 2018, to Transcore, LP; and
 - B. Amending the Board's action of December 8, 2016, CAR II-32, Item "B," and approving a 12-month extension, effective July 1, 2017, through June 30, 2018, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of \$410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original Contract.
 - 24. Approving, and authorizing the County Administrator to execute, the following Change Order to Roads, Inc., of NWF, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #16EN3655):

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	\$19,500.00
Vendor:	Roads, Inc., of NWF
Project Name:	Mack's Road Dirt Road Paving Project
Contract:	PD 14-15.064, General Paving and Drainage Agreement
Purchase Order No.:	161394
Change Order (CO) No.:	1
Original Award Amount:	\$337,890.80
Cumulative Amount of Change Orders through this CO:	\$19,500.00
New Contract Total:	\$357,390.80



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-12148

County Administrator's Report

12, 23,

BCC Regular Meeting

Budget & Finance Consent

Meeting Date:

05/25/2017

Issue:

Contracts for the Bob Sikes Bridge Toll Facillity

From:

Joy D. Blackmon, P.E., Director

Organization:

CAO Approval:

Public Works

RECOMMENDATION:

Recommendation Concerning Contracts for the Bob Sikes Bridge Toll Facility - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Contracts for the Bob Sikes Bridge Toll Facility:

A. Approve the annual allocation, in the amount of \$171,298.71, plus an additional 10% (\$17,129.87) for equipment repairs, for the Time and Materials Maintenance Contract Agreement through July 7, 2018, to Transcore, LP:

B. Amend the Board's action of December 8, 2016, CAR II-32, Item "B" and approve a 12-month extension, effective July 1, 2017, thru June 30, 2018, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of \$410,000, subject to the terms of the Agreement. The estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original Contract.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401]

BACKGROUND:

Bob Sikes Bridge Electronic Toll Collection System Maintenance Contract:

Meeting in regular session on November 17, 2016, the Board issued a formal direction to staff to postpone the All-Electronic Tolling (no cash) conversion at the Bob Sikes Bridge Toll Facility. Due to discussion, both by the Board of County Commissioners and by the public since that direction, staff is requesting that the aforementioned maintenance contract allocation be approved.

At the regularly-scheduled meeting on July 7, 2015, the Board approved Contract PD

14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis, the County may opt to convert to an all-inclusive maintenance at the rates provided.

The Bob Sikes Bridge Toll Facility System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system consists of 4 lanes that include a single dedicated annual pass lane, and 3 mixed-use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed-use lanes are open to pass holders and/or offer the \$1 cash transaction option.

Bob Sikes Bridge Toll Plaza Staffing:

In order to align the staffing contract with the original Agreement, Staff is requesting a change in the dates of the extensions to the existing contracts.

The Board awarded Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge on June 2, 2015. The Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15-048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, was effective July 1, 2015, for a term of 1 year, with options for renewal up to 4 additional 12 month periods, subject to the terms of the Agreement. This recommendation will modify the December 8, 2016 Board action from a 16 month extension to a 12 month extension, and will extend the contract for an additional year effective July 1, 2017. The estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original contract.

BUDGETARY IMPACT:

Funds are available in Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Codes 54601 and 53401.

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, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Purchase Orders will be issued as required.

	Attachments	
BCC Mins 060215		
BCC Mins 070715		
BCC Mins 120816		
BCC Mins 021617		

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-12. Approval of Various Consent Agenda Items Continued
 - 7. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Downtown Improvement Board, in the amount of \$287,500, to be paid from the Tourist Promotion Fund (108), Cost Center 360105, Account 58201, for the purchase of holiday lights and the performances of the Pensacola Pelican Drop, as approved by the Board on March 19, 2015.
 - 8. Adopting the Resolution (R2015-80) approving Supplemental Budget Amendment #146, Local Option Sales Tax III Fund (352), in the amount of \$1,950,000, to recognize proceeds from a State of Florida, Department of Transportation Economic Development Transportation Project Fund Agreement, and to appropriate these funds for transportation improvements on County Road 184 (Muscogee Road) and State Road 95 (US 29), in Escambia County.
 - 9. Awarding Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge, and approving the *Agreement Relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048)*, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of \$410,000, effective July 1, 2015, for a term of one year, with options for renewal for up to four additional 12-month periods, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for one manager, four supervisors, and 25 toll collectors (Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401).
- 10. Approving, and authorizing the Chairman to sign, the *Agreement for Consulting Services* (PD 14-15.046) between Escambia County and Crossroads Consulting Services, LLC, per the terms and conditions of PD 14-15.046, Community Recreation and Sports Tourism Needs and Facility Feasibility Study, for a lump sum of \$97,500, and travel expense allowance of \$4,800, for a total of \$102,300 (Funding: Fund 108, Tourist Promotion Fund, Cost Center 360105 \$51,150; Fund 102, Economic Development Fund, Cost Center 360704 \$51,150).

2015-000600 BCC June 2, 2015 Page 2



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

A1-8071

County Administrator's Report

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/02/2015

issue:

Toll Collection Personnel Services at Bob Sikes Bridge PD 14-15.048

From:

Stephan Hall, Interim Department Director

Organization:

OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Toll Collection Personnel Services at Bob Sikes Bridge -Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15:048, for Toll Collection Personnel Services at Bob Sikes Bridge, and approve the Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of \$410,000. effective July 1, 2015, for a term of 1 year, with options for renewal for up to 4 additional 12-month periods, subject to the terms of the Agreement. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors.

[Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on April 6, 2015. Eight firms were notified on April 6, 2015. A total of five bids were received on May 21, 2015, and one "no bid" was received on May 21, 2015. JJW Services, Inc., d/b/a Accustaff, is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 167 Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

2015-000600 BCC June 2, 2015 Page 3

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. The Office of Purchasing advertised the solicitation in the Pensacola News Journal April 6, 2015. Eight firms were notified on April 6, 2015. A total of five bids were received on May 21, 2015 and one "no bid" was received on May 21, 2015. IJW Services Inc. d/b/a Accustaff is the low bidder.

IMPLEMENTATION	/COORDINATION:	•
	ising will distribute the Contract and Purchase C	Order.
	Attachments	
Bid Tab		
Agreement		

Escambia County Clerk's Original 6/2/15 CARTI-9 2015-000600 BCC June 2, 2015 Page 51

AGREEMENT RELATING TO TOLL COLLECTION PERSONNEL SERVICE FOR THE BOB SIKES TOLL BRIDGE (PD 14-15.048)

This Agreement is made this and day of ______, 2015, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and JJW Services, Inc. d/b/a Accustaff, a forprofit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 52-2107466 and whose principal address is 220 West Garden Street, Suite 805, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Escambia County (hereinafter referred to as "County") owns and operates the Bob Sikes Toll Bridge (hereinafter referred to as the "Bridge") which spans Santa Rosa Sound connecting Pensacola Beach, Florida to the City of Gulf Breeze, Florida; and

WHEREAS, the Florida Legislature has authorized operation of the Bridge as a County toll facility; and

WHEREAS, the County is authorized to contract for the operation of toll facilities used in connection with the roads and bridges of Escambia County; and

WHEREAS, the County issued an Invitation to Bidders seeking bids for toll collection personnel service for the Bob Sikes Toll Bridge (PD 14-15.048); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services 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. <u>Recitals.</u> The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 2. <u>Term.</u> This Agreement shall commence on <u>July 1, 2015</u>, and continue for a term of one (1) year unless terminated earlier pursuant to paragraph 7. Upon mutual agreement of the parties, the contract may be renewed for up to four (4) additional twelve month periods.

After exercising all options to renew, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the contract term. 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. <u>Scope of Services.</u> Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's Invitation to Bidders for Toll Collection Personnel Service for the Bob Sikes Toll Bridge, Specification No. P.D. 14-15.048, attached

2015-000600 BCC June 2, 2015 Page 52

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. <u>Compensation.</u> 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 May 5, 2015, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
- 5. <u>Purchase Orders</u>. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. 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 work 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.
- 6. Method of Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for services rendered with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.
- 7. <u>Termination.</u> This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.
- 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.

2015-000600 BCC June 2, 2015 Page 54

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- 12. <u>Governing Law.</u> 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. <u>Public Records.</u> 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.
- 14. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.
- 15. <u>Compliance with Laws.</u> 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 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. <u>Assignment of Agreement</u>. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
- 17. <u>Miscellaneous</u> If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 18. <u>Annual Appropriation</u>. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.
- 19. <u>Authority</u>. 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

2015-000600 BCC June 2, 2015 Page 53

- 9. <u>Insurance</u>. The Contractor is required to carry the following insurance:
 - (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 - (c) Employment Practices Liability with \$1,000,000 per occurrence minimum limits.
 - (d) Florida statutory Workers' Compensation.
 - (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
 - (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.
 - (g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.
- 10. <u>Independent Contractor Status.</u> In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.
- 11. <u>Notice.</u> 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: JJW Services, Inc. Attention: Julie Estess 220 West Garden Street, Suite 805 Pensacola, Florida 32502 To: County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

2015-000600 BCC June 2, 2015 Page 55

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:

ATTEST:

(SEAL

COUNTY: BOARD COUNTY **COMMISSIONERS** ESCAMBIA COUNTY, FLORIDA ATTEST: PAM CHILDERS Steven Barry Clerk of the Circuit Court 7-7-15 Date: 06-02-2015 BCC Approved: CONTRACTOR:

Approved as to form and legal sufficiency.

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-12. Approval of Various Consent Agenda Items Continued
 - 9. Taking the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401):
 - A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, "Bob Sikes Bridge Toll System Upgrade Project," for a lump sum of \$1,675,379.02;
 - B. Approving, and authorizing the County Administrator to sign, the Purchase Orders for materials included in the Scope of Work being purchased by Escambia County due to contract savings, as follows:
 - (1) Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of \$4,365.25, and Storage Array, in the amount of \$5,264.91, for a sub-total of \$14,928.53;
 - (2) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of \$25,743.00;
 - (3) Microsemi, Time Server (SyncServer 300 mfg.), in the amount of \$5,495.00;
 - (4) Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of \$9,663.62;
 - (5) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, DMZ Switch, in the amount of \$477.00;

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-12. Approval of Various Consent Agenda Items Continued
 - 9. Continued...
 - B. Continued...
 - (6) Third Party Software Purchase Orders, as follows:
 - (a) Microsoft, Microsoft Server Exchange, in the amount of \$2,381.22;
 - (b) Microsoft, Microsoft Visual Exchange, in the amount of \$363.75;
 - (c) Symantec Buying Programs; Express level D, Symantec Endpoint Protection (v. 12.1), License plus one year Essential Support, in the amount of \$389.85;
 - (d) Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of \$3,495.00;
 - (e) Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of \$2,795.00;
 - (f) Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of \$8,385.75;
 - (7) Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of \$1,965.17; and
 - (8) Graybar, UPS, in the amount of \$10,908.80, for computer hardware, totaling \$86,991.69;
 - C. Acknowledging, for the Board's record, the total for installation, in the amount of \$1.762.370.71; and

(Continued on Page 22)

7/7/2015

Page 21 of 30

krm



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8396

County Administrator's Report 1

13 9

BCC Regular Meeting

Budget & Finance Consent

Meeting Date:

07/07/2015

Issue:

Contract Award for PD 14-15.030, Bob Sikes Bridge Toll System

Upgrade Project

From:

Stephan Hall, Interim Department Director

Organization:

OMB

CAO Approval

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project:

- A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, for a lump sum of \$1,675,379.02;
- B. Approve and authorize the County Administrator to sign the Purchase Orders for materials included in the Scope of Work, being purchased by Escambia County due to contract savings, as follows:
- 1. Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of \$4,365.25, and Storage Array, in the amount of \$5,264.91, for a sub-total of \$14,928.53;
- 2. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of \$25,743;
- 3. Microsemi, Time Server (SyncServer 300 mfg.), in the amount of \$5,495;
- 4. Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of \$9,663.62;
- 5. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS,

DMZ Switch, in the amount of \$477.00;

- 6. Third Party Software Purchase Orders, as follows:
- a. Microsoft, Microsoft Server Exchange, in the amount of \$2,381.22;
- b. Microsoft, Microsoft Visual Exchange, in the amount of \$363.75;
- c. Symantec Buying Programs; Express level D, Symantec Endpoint Protection (v. 12.1), License plus one year Essential Support, in the amount of \$389.85;
- d. Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of \$3,495;
- e. Solarwinds, Orion NPM SE100 1SVR, License with Maintenance, in the amount of \$2,795;
- f. Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of \$8,385.75;
- 7. Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of \$1,965.17; and
- 8. Graybar, UPS, in the amount of \$10,908.80, for computer hardware totaling \$86,991.69;
- C. Acknowledge for the Board's Record the total for installation, in the amount of \$1,762,370.71; and
- D. Approve five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401]

BACKGROUND:

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass, and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the \$1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal

was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of \$4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of \$1,757,072.34 plus maintenance.

Savings as follow:

• Original April 28, 2015 Proposal

Construction

\$2,450,440.00

Maintenance

\$1,898,632.80

Total

\$4,349,072.80

• June 18, 2015 Negotiation Meeting

Construction

\$1,757,072.34

• Maintenance

Time & Materials

\$1,084,089.48

All/Inclusive (possible future) \$2,203,189.44

Total

\$2,841,161.82 (w/time &

materials maintenance)

A savings of \$1,507,910.98 based on Time and Materials or \$388,811.02 for All Inclusive Maintenance (both savings calculated on only 5 years maintenance, the original scope of work).

BUDGETARY IMPACT:

Funding: Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form B, Construction Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass,

and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the \$1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of \$4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of \$1,757,072.34 plus maintenance, a savings of \$693,367.66.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form B, Construction and Purchase Order.

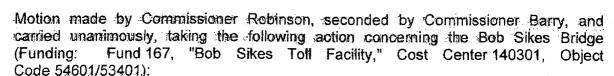
Attachments

Agreement
BSB TSR Atkins Letter

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> - Continued

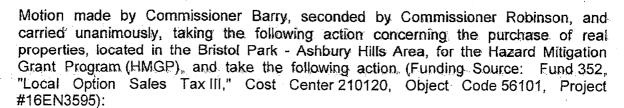
32. Bob Sikes Toll Bridge



- A. Approving the annual allocation, in the amount of \$180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP:
- B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of \$410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and
- C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property



A. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Oneek;

(Continued on Page 60)

2016-001420 BCC Dec. 8, 2016 Page 2



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11284

County Administrator's Report 12. 32.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date:

12/08/2016

Issue:

Contracts for the Bob Sikes Bridge

From:

Joy D. Blackmon, P.E., Director

Organization:

Public Works

CAO Approval:

RI bo (1B

RECOMMENDATION:

Recommendation Concerning the Bob Sikes Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Bob Sikes Bridge:

A. Approve the annual allocation, in the amount of \$180,000, for the Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP;

B. Approve a 16-month extension effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of \$410,000 subject to the terms of the Agreement. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorize the Chairman to sign all related documents.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401]

BACKGROUND:

A. Due to the discussions over the recent months and the Board's formal direction at its November 17, 2016 regular meeting to postpone the All-Electronic Tolling (no cash) conversion at the Bob Sikes Bridge Toll Plaza, County Staff is requesting that the two aforementioned contract allocal has be approved. On July 7, 2015, the Board approved Contract PD 14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners.

2016-001420 BCC Dec. 8, 2016 Page 3

On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided. The Bob Sikes Bridge Toll Plaza System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system consists of 4 lanes that include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed use lanes allow for the use of pass holders and/or offer the \$1 cash transaction.

B. The Board awarded Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge on June 2, 2015, and approved the Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, effective July 1, 2015, for a term of 1 year, with options for renewal up to 4 additional 12-month periods, subject to the terms of the Agreement. This recommendation will extend the contract for an additional year effective July 1, 2016. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original contract. This contract will be re-bid this year based on the impact of electronic tolling. This contract is being extended for 16 months so that the yearly approvals are in our fiscal year calendar period.

BUDGETARY IMPACT:

Funds are available from Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 54601 and 53401.

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, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Purchase Orders will be issued upon Board approval.

Attachments

Board Approval

Agreement 14-15.030

JJW Board Approval and Contract

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-25. Approval of Various Consent Agenda Items Continued
 - 10. Amending the Board's action taken on December 8, 2016, CAR II-32A, approving the annual allocation, in the amount of \$480,000, for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the recommendation to September 30, 2017, rather than September 30, 2016; this does not affect the Five year Time and Maintenance Contract, 14-15.030, that was approved July 7, 2015.
 - 11. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Florida Department of Environmental Protection Agreement No. S0878, Amendment Number 1, which includes the following changes (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110211, Object Code 56301, Project 16PF3502):
 - Task 1 Design and Permitting is being changed from \$78,000 to \$45,000, which is based on actual expenses.
 - Task 2 Construction is being changed from \$864,000 to \$758,000, which is based on the completed design.
 - Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from \$40,200 to \$180,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through June 2017.

None of the task descriptions have changed, and the total amount of the Grant remains unchanged at \$1,000,000.

2017-000198 BCC Feb. 16, 2017 Page 1



BOARD OF COUNTY COMMISSIONERS Escambla County, Florida

AI-11686

County Administrator's Report

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2017

issue:

Bob Sikes Bridge Contracts

From:

Joy D. Blackmon, P.E., Director

Organization:

Public Works.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Bob Sikes Bridge Contracts - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action taken on December 8, 2016, CAR II-32A, approving the annual allocation in the amount of \$180,000 for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the Recommendation to September 30, 2017, rather than September 30, 2016.

This does not affect the Five year Time and Maintenance Contract 14-15.030 that was approved July 7, 2015.

BACKGROUND:

A scrivener's error was made on Agenda Item CAR II - 32-A at the December 8, 2016, Board of County Commissioners Meeting. This is to amend the recommendation to correct the ending date.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

2017-000198 BCC Feb. 16, 2017 Page 2

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, the Office of Purchasing will issue a Purchase Order to Transcore, LP.

Attachments

Board Action 12/8/2016

2017-000198 BCC Feb. 16, 2017 Page 3

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

- A. Approving the annual affocation, in the amount of \$180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP;
- B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of \$410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and
- C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

A. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

(Continued on Page 60)

12/8/2016

Page 59 of 70

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COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-25. Approval of Various Consent Agenda Items Continued
 - 10. Amending the Board's action taken on December 8, 2016, CAR II-32A, approving the annual allocation, in the amount of \$180,000, for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the recommendation to September 30, 2017, rather than September 30, 2016; this does not affect the Five year Time and Maintenance Contract, 14-15.030, that was approved July 7, 2015.
 - 11. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Florida Department of Environmental Protection Agreement No. S0878, Amendment Number 1, which includes the following changes (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110211, Object Code 56301, Project 16PF3502):

Task 1 Design and Permitting is being changed from \$78,000 to \$45,000, which is based on actual expenses.

Task 2 Construction is being changed from \$864,000 to \$758,000, which is based on the completed design.

Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from \$40,200 to \$180,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through June 2017.

None of the task descriptions have changed, and the total amount of the Grant remains unchanged at \$1,000,000.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11686

County Administrator's Report 15. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date:

02/16/2017

Issue:

Bob Sikes Bridge Contracts

From:

Joy D. Blackmon, P.E., Director

Organization:

Public Works

CAO Approval:

hurt Brown

RECOMMENDATION:

Recommendation Concerning the Bob Sikes Bridge Contracts - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action taken on December 8, 2016, CAR II-32A, approving the annual allocation in the amount of \$180,000 for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the Recommendation to September 30, 2017, rather than September 30, 2016.

This does not affect the Five year Time and Maintenance Contract 14-15.030 that was approved July 7, 2015.

BACKGROUND:

A scrivener's error was made on Agenda Item CAR II - 32-A at the December 8, 2016, Board of County Commissioners Meeting. This is to amend the recommendation to correct the ending date.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, the Office of Purchasing will issue a Purchase Order to Transcore, LP.

Attachments

Board Action 12/8/2016

COUNTY ADMINISTRATOR'S REPORT - Continued

II. BUDGET/FINANCE CONSENT AGENDA - Continued

32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

- A. Approving the annual allocation, in the amount of \$180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP;
- B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of \$410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and
- C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

A. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

(Continued on Page 60)

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

Bob Sikes Toll Bridge 32.



Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object (Fundina: Code 54601/53401):

- A. Approving the annual allocation, in the amount of \$180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP;
- B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of \$410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and
- C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property



Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

A. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek:

(Continued on Page 60)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11284

County Administrator's Report 12. 32.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date:

12/08/2016

Issue:

Contracts for the Bob Sikes Bridge

From:

Joy D. Blackmon, P.E., Director

Organization:

Public Works

CAO Approval:

as for you

RECOMMENDATION:

Recommendation Concerning the Bob Sikes Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Bob Sikes Bridge:

A. Approve the annual allocation, in the amount of \$180,000, for the Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP;

B. Approve a 16-month extension effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of \$410,000 subject to the terms of the Agreement. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorize the Chairman to sign all related documents.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/534011

BACKGROUND:

A. Due to the discussions over the recent months and the Board's formal direction at its November 17, 2016 regular meeting to postpone the All-Electronic Tolling (no cash) conversion at the Bob Sikes Bridge Toll Plaza, County Staff is requesting that the two aforementioned contract allocallins be approved. On July 7, 2015, the Board approved Contract PD 14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners.

On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided. The Bob Sikes Bridge Toll Plaza System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system consists of 4 lanes that include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed use lanes allow for the use of pass holders and/or offer the \$1 cash transaction.

B. The Board awarded Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge on June 2, 2015, and approved the Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, effective July 1, 2015, for a term of 1 year, with options for renewal up to 4 additional 12-month periods, subject to the terms of the Agreement. This recommendation will extend the contract for an additional year effective July 1, 2016. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original contract. This contract will be re-bid this year based on the impact of electronic tolling. This contract is being extended for 16 months so that the yearly approvals are in our fiscal year calendar period.

BUDGETARY IMPACT:

Funds are available from Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 54601 and 53401.

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, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Purchase Orders will be issued upon Board approval.

Attachments

Board Approval
Agreement 14-15.030

JJW Board Approval and Contract

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-12. Approval of Various Consent Agenda Items Continued
 - Taking the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401):
 - A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, "Bob Sikes Bridge Toll System Upgrade Project," for a lump sum of \$1,675,379.02;
 - B. Approving, and authorizing the County Administrator to sign, the Purchase Orders for materials included in the Scope of Work being purchased by Escambia County due to contract savings, as follows:
 - (1) Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of \$4,365.25, and Storage Array, in the amount of \$5,264.91, for a sub-total of \$14,928.53;
 - (2) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of \$25,743.00;
 - (3) Microsemi, Time Server (SyncServer 300 mfg.), in the amount of \$5,495.00;
 - (4) Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of \$9,663.62;
 - (5) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, DMZ Switch, in the amount of \$477.00;

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-12. Approval of Various Consent Agenda Items Continued
 - 9. Continued...
 - B. Continued...
 - (6) Third Party Software Purchase Orders, as follows:
 - (a) Microsoft, Microsoft Server Exchange, in the amount of \$2,381.22;
 - (b) Microsoft, Microsoft Visual Exchange, in the amount of \$363.75;
 - (c) Symantec Buying Programs; Express level D, Symantec Endpoint Protection (v. 12.1), License plus one year Essential Support, in the amount of \$389.85;
 - (d) Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of \$3,495.00;
 - (e) Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of \$2,795.00;
 - (f) Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of \$8,385.75;
 - (7) Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of \$1,965.17; and
 - (8) Graybar, UPS, in the amount of \$10,908.80, for computer hardware, totaling \$86,991.69;
 - C. Acknowledging, for the Board's record, the total for installation, in the amount of \$1,762,370.71; and

(Continued on Page 22)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-8396

County Administrator's Report

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/07/2015

Issue:

Contract Award for PD 14-15.030, Bob Sikes Bridge Toll System

Upgrade Project

From:

Stephan Hall, Interim Department Director

Organization:

OMB

CAO Approval

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project - Stephan Hall, Management and Budget Services Interim Department **Director**

That the Board take the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project:

- A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, for a lump sum of \$1,675,379.02;
- B. Approve and authorize the County Administrator to sign the Purchase Orders for materials included in the Scope of Work, being purchased by Escambia County due to contract savings, as follows:
- 1. Dell, State of Florida Contract #250WSCA10ACS; B27160, Primary Domain Controller, in the amount of \$4,365.25, and Storage Array, in the amount of \$5,264.91, for a sub-total of \$14,928.53;
- Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS. Cisco LAN Switch, in the amount of \$25,743;
- 3. Microsemi, Time Server (SyncServer 300 mfg.), in the amount of \$5,495;
- 4. Dell, State of Florida Contract #250WSCA10ACS; B27160, Tape Loaders for Archival, in the amount of \$9,663.62:
- 5. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS.

DMZ Switch, in the amount of \$477.00:

- 6. Third Party Software Purchase Orders, as follows:
- a. Microsoft, Microsoft Server Exchange, in the amount of \$2,381.22;
- b. Microsoft, Microsoft Visual Exchange, in the amount of \$363.75;
- c. Symantec Buying Programs; Express level D, Symantec Endpoint Protection (v. 12.1), License plus one year Essential Support, in the amount of \$389.85;
- d. Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of \$3,495;
- e. Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of \$2,795;
- f. Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of \$8,385.75;
- 7. Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of \$1,965.17; and
- 8. Graybar, UPS, in the amount of \$10,908.80, for computer hardware totaling \$86,991.69;
- C. Acknowledge for the Board's Record the total for installation, in the amount of \$1,762,370.71; and
- D. Approve five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401]

BACKGROUND:

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass, and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the \$1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal

was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of \$4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of \$1,757,072.34 plus maintenance.

Savings as follow:

Original April 28, 2015 Proposal

Construction

\$2,450,440.00

Maintenance

\$1,898,632.80

Total

\$4,349,072.80

• June 18, 2015 Negotiation Meeting

Construction

\$1,757,072.34

Maintenance

Time & Materials

\$1,084,089,48

All/Inclusive (possible future) \$2,203,189.44

Total

\$2,841,161.82 (w/time &

materials maintenance)

A savings of \$1,507,910.98 based on Time and Materials or \$388,811.02 for All Inclusive Maintenance (both savings calculated on only 5 years maintenance, the original scope of work).

BUDGETARY IMPACT:

Funding: Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form B, Construction Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass,

and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the \$1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of \$4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of \$1,757,072.34 plus maintenance, a savings of \$693,367.66.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form B, Construction and Purchase Order.

Attachments

<u>Agreement</u>

BSB TSR Atkins Letter

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-12. Approval of Various Consent Agenda Items Continued
 - 7. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Downtown Improvement Board, in the amount of \$287,500, to be paid from the Tourist Promotion Fund (108), Cost Center 360105, Account 58201, for the purchase of holiday lights and the performances of the Pensacola Pelican Drop, as approved by the Board on March 19, 2015.
 - 8. Adopting the Resolution (R2015-80) approving Supplemental Budget Amendment #146, Local Option Sales Tax III Fund (352), in the amount of \$1,950,000, to recognize proceeds from a State of Florida, Department of Transportation Economic Development Transportation Project Fund Agreement, and to appropriate these funds for transportation improvements on County Road 184 (Muscogee Road) and State Road 95 (US 29), in Escambia County.
 - 9. Awarding Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge, and approving the *Agreement Relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048)*, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of \$410,000, effective July 1, 2015, for a term of one year, with options for renewal for up to four additional 12-month periods, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for one manager, four supervisors, and 25 toll collectors (Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401).
 - 10. Approving, and authorizing the Chairman to sign, the *Agreement for Consulting Services* (PD 14-15.046) between Escambia County and Crossroads Consulting Services, LLC, per the terms and conditions of PD 14-15.046, Community Recreation and Sports Tourism Needs and Facility Feasibility Study, for a lump sum of \$97,500, and travel expense allowance of \$4,800, for a total of \$102,300 (Funding: Fund 108, Tourist Promotion Fund, Cost Center 360105 \$51,150; Fund 102, Economic Development Fund, Cost Center 360704 \$51,150).



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

A1-8071

County Administrator's Report

8. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date:

06/02/2015

Issue:

Toll Collection Personnel Services at Bob Sikes Bridge PD 14-15.048

From:

Stephan Hall, Interim Department Director

Organization:

OMB

CAO Approval:

Jan 1 Ban - 1

RECOMMENDATION:

Recommendation Concerning Toll Collection Personnel Services at Bob Sikes Bridge - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge, and approve the Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of \$410,000, effective July 1, 2015, for a term of 1 year, with options for renewal for up to 4 additional 12-month periods, subject to the terms of the Agreement. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors.

[Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on April 6, 2015. Eight firms were notified on April 6, 2015. A total of five bids were received on May 21, 2015, and one "no bid" was received on May 21, 2015. JJW Services, Inc., d/b/a Accustaff, is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 167 Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. The Office of Purchasing advertised the solicitation in the Pensacola News Journal April 6, 2015. Eight firms were notified on April 6, 2015. A total of five bids were received on May 21, 2015 and one "no bid" was received on May 21, 2015. JJW Services Inc.d/b/a Accustaff is the low bidder.

IMPLEMENTATION/COORDINATION: The Office of Purchasing will distribute the Contract and Purchase Order.	
Attachments	
Bid Tab	
Agreement	

AGREEMENT RELATING TO TOLL COLLECTION PERSONNEL SERVICE FOR THE BOB SIKES TOLL BRIDGE (PD 14-15.048)

This Agreement is made this and day of Science, 2015, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and JJW Services, Inc. d/b/a Accustaff, a forprofit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 52-2107466 and whose principal address is 220 West Garden Street, Suite 805, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Escambia County (hereinafter referred to as "County") owns and operates the Bob Sikes Toll Bridge (hereinafter referred to as the "Bridge") which spans Santa Rosa Sound connecting Pensacola Beach, Florida to the City of Gulf Breeze, Florida; and

WHEREAS, the Florida Legislature has authorized operation of the Bridge as a County toll facility; and

WHEREAS, the County is authorized to contract for the operation of toll facilities used in connection with the roads and bridges of Escambia County; and

WHEREAS, the County issued an Invitation to Bidders seeking bids for toll collection personnel service for the Bob Sikes Toll Bridge (PD 14-15.048); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services 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. <u>Recitals.</u> The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 2. <u>Term.</u> This Agreement shall commence on <u>July 1, 2015</u>, and continue for a term of one (1) year unless terminated earlier pursuant to paragraph 7. Upon mutual agreement of the parties, the contract may be renewed for up to four (4) additional twelve month periods.

After exercising all options to renew, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the contract term. 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. <u>Scope of Services.</u> Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's Invitation to Bidders for Toll Collection Personnel Service for the Bob Sikes Toll Bridge, Specification No. P.D. 14-15.048, 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. <u>Compensation.</u> 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 May 5, 2015, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
- 5. <u>Purchase Orders</u>. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. 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 work 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.
- 6. <u>Method of Billing</u>. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for services rendered with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.
- 7. <u>Termination.</u> This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.
- Indemnification. The Contractor agrees to save harmless, indemnify, and defend County 8. 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.

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- 12. <u>Governing Law.</u> 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. <u>Public Records.</u> 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.
- 14. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.
- 15. <u>Compliance with Laws.</u> 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 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. <u>Assignment of Agreement</u>. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
- 17. <u>Miscellaneous.</u> If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 18. <u>Annual Appropriation</u>. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.
- 19. <u>Authority</u>. 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

- 9. <u>Insurance</u>. The Contractor is required to carry the following insurance:
 - (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 - (c) Employment Practices Liability with \$1,000,000 per occurrence minimum limits.
 - (d) Florida statutory Workers' Compensation.
 - (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
 - (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.
 - (g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.
- 10. <u>Independent Contractor Status.</u> In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.
- 11. <u>Notice.</u> 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: JJW Services, Inc. Attention: Julie Estess 220 West Garden Street, Suite 805 Pensacola, Florida 32502 To: County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502 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
ATTEST: PAM CHILDERS Clerk of the Circuit Court	By: Steven Barry, Chairman Date: 7-7-15
Schirite Melord Melord Deputy Clerk	BCC Approved: 06-02-2015
STATEST:	CONTRACTOR: Sully States By: Julie J. Estess
By: Quid J. Estess Gorporate Secretary	Date:

Approved as to form and legal sufficiency.

By/Title:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14322 County Administrator's Report 13. 15.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Contract Award for Escambia County Waste Services Large

Machine Mowing at Perdido Landfill

From: Paul Nobles, Purchasing Manager Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Escambia County Waste Services

Large Machine Mowing at Perdido Landfill - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Gulf Coast Environmental Contractors, Inc., per the terms and conditions of PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill, for a term of one year, with possible two additional one-year renewal terms; anticipated annual expenditure of \$54,320.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on April 17, 2018. Bids were received from two contractors on May 7, 2018. Gulf Coast Environmental Contractors, Inc. is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

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 issue the Attorney's Standalone Contract and PO.

Attachments

Agreement Bid Tabulation

AGREEMENT RELATING TO WASTE SERVICES, LARGE MACHINE MOWING (P.D. 17-18.051)

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Gulf Coast Environmental Contractors, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3735170, whose principal address is 251 East Johnson Avenue, Pensacola, FL 32514, and whose mailing address is 1765 East Nine Mile Road, Suite 1, #110, Pensacola, FL 32514.

WITNESSETH:

WHEREAS, on April 17, 2018, the County issued an Invitation to Bidders (P.D. 17-18.051) seeking a contractor to provide routine large machine mowing and trimming of grassed and vegetated areas on the grounds of the Perdido Landfill; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

- 1. <u>Recitals</u>. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 2. <u>Term.</u> This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms. Upon the expiration of the initial term and any subsequent renewals, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend this Agreement on a month-to-month basis for up to an additional six (6) months. The County shall provide written notice of the desire to renew/extend the Agreement thirty (30) days prior to the expiration of the current term. The total duration of this Agreement, including the exercise of all options to renew the term and/or extend on an interim basis, shall not exceed forty-one months.
- 3. <u>Scope.</u> Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Invitation to Bidders, Resolicit Escambia County Waste Services Large Machine Mowing at Perdido Landfill, Specification No. P.D. 17-18.051*, 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. <u>Compensation.</u> County shall pay Contractor for services in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform the scope of services. All services 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. <u>Method of Payment/Billing</u>. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court Attention: Accounts Payable 221 Palafox Place Pensacola, FL 32502

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. <u>Purchase Orders</u>. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. 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.
- 7. <u>Termination.</u> The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.
- 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.

- 9. <u>Insurance</u>. The Contractor is required to carry the following insurance:
 - (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
 - (c) Florida statutory Workers' Compensation 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; and
 - (d) Pollution/Environmental Impairment Liability with \$1,000,000 per occurrence.

In the event 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.

- 10. <u>Independent Contractor Status.</u> In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.
- 11. <u>Notice.</u> 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:

To: Gulf Coast Environmental Contractors, Inc. Attention: Tracy Hayes 251 East Johnson Avenue Pensacola, Florida 32514

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to: Tracy Hayes, President 1765 East Nine Mile Road Suite 1, #110 Pensacola, FL 32514

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- 12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.
- 13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. 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

14. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

- 15. <u>Compliance with Laws.</u> Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.
- 16. <u>Assignment of Agreement</u>. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
- 17. <u>Miscellaneous.</u> If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 18. <u>Authority</u>. Any 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 duly adopted action of the governing board of said party, as may be applicable and 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
Witness:	By: Jack R. Brown, County Administrator
Witness:	Date: BCC Approved:
	CONTRACTOR: GULF COAST ENVIRONMENTAL CONTRACTORS, INC.
	By: Tracy C. Hayes, President
Corporate Secretary	Date:
[SEAL]	Approved as to form and legal sufficiency. By/Fitte:

ATTACHMENT A

SCOPE OF WORK

Scope of Services:

The work specified consists of routine large machine mowing and trimming of grassed and vegetated areas at the Perdido Landfill.

Description:

Contractor to provide typically large machine mowing and trimming service for Waste Services (the Department) during the typical growing season. Work consists of routine mowing and trimming of grass and/or vegetation at Perdido Landfill; along Beulah Road from Kingsfield Road up to and including Range Road; and Gulf Power Road up to the flare with conventional mowing/trimming equipment. Vegetation consists of planted and or natural grasses, weeds and other vegetation within the area to be mowed. The use of specialized equipment or hand labor will be required to perform specific work in certain areas. The Contractor shall furnish a complete proposal of his plan for accomplishing the required work, including a list of the equipment and personnel to be utilized, prior to the execution of the Contract. The Contractor shall also furnish insurance as required by County Resolution R2006-169.

Types of Mowing/Trimming:

Large machine mowing includes the routinely mowed areas of large gently sloped terrain to steep slopes greater or steeper than 3 horizontal to 1 vertical, roadside ditch bottoms, pond berms, front and back slopes of terrace swales. All hand labor required to perform specified work around appurtenances shall be incidental to the type of mowing. Appurtenances shall include but not be limited to groundwater monitoring wells, gas boundary probes, air injection pipes and limits of waste markers. All monitoring wells should be trimmed at a minimum of 4 feet, 360 degrees around each well or cluster of wells. In addition, vehicle access to all groundwater-monitoring wells shall be mowed and/or trimmed at each service cycle.

Frequency of Mowing/Trimming:

The area and limits of mowing and trimming have been previously established and are distinguishable in the field. The Contractor shall mow and trim up to the limits maintained by the Department and around existing appurtenances located within the areas to be mowed. Perdido Landfill is to cut once per month starting in April and ending in October, approximately seven cycles per year.

Extreme weather conditions (wet or dry), which influence vegetation growth, may impact total number of mow and trim cycles per year.

The Department shall determine estimated number of acres to be accomplished within a specified number of calendar days for each site, when to begin each mowing cycle and the total number of cycles.

The Department can submit via fax or phone a request for service at least five days in advance to the contractor when service is needed. Upon receipt of request, contractor is to mobilize within a five working-day period and begin work. Contractor shall provide



sufficient resources to perform mowing and trimming service in a timely manner. Upon completion of service, contractor is to notify landfill designee that service is complete. Department will inspect work and notify contractor if service is satisfactory or if additional work needed prior to payment. Contractor shall submit invoice for payment upon completion of each service cycle.

Equipment:

All mowing equipment shall be equipped with slow moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor and operating, protective devices on mowers and trimmers to prevent objects from being thrown, and safety devices installed by the manufacturer. Safety devices shall be properly installed and maintained at all times the equipment is in use.

If the Department determines that any equipment is deficient in safety devices, the contractor shall remove the equipment from service immediately and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the department. Inspection of the contractor's equipment by the department shall not relieve the contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor will it relieve the contractor of the responsibility to meet the established time for completion of the mowing cycle.

Mowing and trimming equipment shall be maintained so as to produce a clean, sharp cut at all times. The contractor shall furnish sufficient resources to accomplish the work satisfactorily within the specified cycle time.

Method of Operation:

The contractor shall not begin any cutting cycle without notification to the Department. Contractor will be expected to respond and begin work within five working days of notification. Contractor shall notify the Department when a cycle is started and when work is interrupted for any reason. All mowing and trimming shall progress concurrently within the limits of the area to be worked. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. When work by County forces, other contractors or weather conditions prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Department may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

The contractor shall exercise the necessary care to preclude any source of litter by the contractor's operation. All work to be performed during daylight hours.

Quality:

All grass and vegetation shall be cut to a minimum height of six (6) inches. No streaking or scalping shall be allowed in the areas mowed. The height of all grasses and vegetation on slopes or around appurtenances when cut using hand tools shall be cut to the same height and quality as the surrounding mowed area. Negligence by the contractor which results in property damage public or private shall be repaired or replaced by the contractor to the satisfaction of the Department at no additional cost to the Department. Repairs or replacement should be completed prior to the submission of the contractor's invoice for work accomplished during the cycle. The Contractor is not required to remove

grass or other vegetation cuttings from the areas mowed or required to rake or pick up the cuttings. The Contractor is responsible for complying with Department's Personal Protective Equipment Policy while performing work for the Department. Policy can be obtained from Waste Services.

Contractor Liability:

Negligence by the Contractor resulting in public or private property damage, and/or injury to persons shall be remedied by the Contractor to the satisfaction of the Department at no additional cost to the Department. Repairs or replacement should be completed prior to the submission of the Contractor's invoice for work accomplished during the cycle.

Final Acceptance for Payment:

Waste Services reserves the right to withhold payment for services if the Department has reasonable doubt as to the integrity of any part of the completed work prior to final acceptance. The Department will not allow payment until the Contractor has remedied the work to the satisfaction of the Department. The Department reserves the right to cancel contract if due diligence is not provided to satisfactorily comply with all requirements of this contract.

Maintenance Schedule for Perdido Landfill

Service	OCT	APR	MAY	JUN	JUL	AUG	SEP
Mow Existing Vegetation	1	1	11	1	1	_ 1	1
Mow Beulah Rd: Kingsfield Rd to Range	1	1	1	1	1	1	1
Mow North Side of Range Road to Gate	1	1	1	1	1	1	1
Mow Gulf Power Road to the Flare	1	1	1	1	1	1	1
Trim Air Injection Pipes	1	1	1	1	1	1	1
Trim Landfill Gas Boundary Probes	1	1	1	1	1	11	1
Trim Surface Monitoring Points	1	1	11	1	_1_	1	1
Trim Groundwater Wells	1	1	1	1	1	1	1

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND BID FORM SUBMIT OFFERS TO:

Paul Nobles, CPPO, CPPB, FCN, FCCM

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Post Office Box 1591, Pensacola, FL 32591-1591 Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Escambia County Waste Services Large Machine Mowing at Perdido Landfill

SOLICITATION NUMBER: PD 17-18.051

SOLICITATION

MAILING DATE: April 17, 2018

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, April 30, 2018 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation isbulations 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 life a protest in writing within two (2) business days after posting of the solicitation lebulation 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 Escentisia County Purchasing Ordinance.

OFFER (SHA	ALL BE COMPLETED BY OFFEROR)
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:	TERMS OF PAYMENT:
DELIVERY DATE WILL BE 10 DAYS AFTER RECIEPT OF PURCHASE ORDER GUIFCOUST Environmental VENDOR NAME: Contractors, Inc. ADDRESS: 145 E. Nine Mile Rd. Ste. 1, #110	REASON FOR NO OFFER:
CITY, ST. & 21P: Pen Sacela FL 32514 PHONE NO.: (85D 433-1,770) TOLL FREE NO.: (1125-0.3)	BID BOND ATTACHED S 1,000.00
I certify that this effer is made without prior understanding, agreement, or connection, with any Corporation, firms or persons submixing an effer for the same nuterials, stagelies, or equipment, and is in all respects fair and without collection or fraud. I agree to shide by all conditions of this offer and outlify that I can estimate to sign this offer for the cofferer and than the offerer is in cotapilistic with all requirements of the selfchation, including but not limited to certification requirements. In adventuring an elementary construction of the configuration of the contribution of the configuration of the contribution of the contributi	TRACT HOURS PRESIDENT NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED) GEOMATURE OF PERSON NOT PROPER (MANUAL)
**Fallure to execute this Form binding the bidder/proposer's offer shall result in thi	is bid/proposal being rejected as non-responsive.

. <u></u>	 טוט	FURI
Service Performed	Unit of Measure	Un

Service Performed	Est. Quantity	Unit of Measure	Unit Price	Annual Service	Unit of Measure	Annual Cost	
Mow Existing Vegetation	109	Acres	61.00	7	Months	\$ 0.00 나	e,543,00
Mow Beulah Road Kingsfield Road to Range Road	6.25	Acres	70.00	7	Months	\$0.00 -3,	06.50
Mow Gulf Power Road and around Flare	2.25	Acres	70.00	7	Months	,	102.50
Trim Air Injection Pipes	4	Each	15,00	7	Months	\$0.00	420.00
Trim Groundwater Monitoring Wells	24	Each	14,00	7	Months	\$0.00 2,	352,00
Trim Landfill Boundary Probes	8	Each	15.00	7	Months		840.00
					Total	\$0.00 - 5	4.320.00

PD 17-18.051, Escambia Co	unty Waste Service	ces Large Machine Mowing	g at Perdido Landfill			
If your company is located with please Indicate by marking a Yes No						
	CONTRACTOR R	REQUIREMENTS				
Acknowledgment is hereby m period:	ade of receipt of the	he following addenda issued	d during the bidding			
Addendum No.	Date 4/74/18	Addendum No	Date			
Addendum No.	Date	Addendum No	Date			
	(PLEASE TYPE INFORMATION BELOW) SEAL IF BID IS BY CORPORATION					
State of Florida Department of Authority Document Number	State Certificate of 0000 74466	Person to contact for emergen	=			
Occupational License No. 73	349		9712			
Person to contact concerning this	bid:	Frail: Kylteacec	inc com			
Person to contact concerning this Name: Scutt Hayes of	R Kyle Bro	wn				
Phone: 850-776-996	8 OR 850-7	76-9712				
Email: Kule Caceco	MC.CDM					

			5 1.1	· N						
Bid Tabulation	ion Public Notice of Recommended Award Solicitation Number: PD 17-18.051 Solicitation Name: Escambia County Waste Services Large Machine Mowing at Perdido Landfill									
Bid Opening Time: Bid Opening Date: Bid Opening Location: Name of	3:00 p.m., CST 5/7/2018 Rm 11.407	Bid Form Completed &	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & of Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity	Occupational License	Annual Cost
Gulf Coast Environmenta	al Contractors, Inc.	Yes	Check	Yes	Yes	Yes	Yes	Yes	Yes	\$54,320.00
Gulfstar Contracting, Inc		Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Non-Responsive
Bids Opened By:	Paul R. Nobles, Purchas	ing Manager			Date: 5/7/2018		Status:			-
Bids Tabulated By:	Paul R. Nobles, Purchasing Manager			Date: 5/7/2018 Recommendation						
Bids Witnessed By:	Emily Weddington, Pur	chasing Coord	dinator		Date:	5/7/2018	CAR Date:	6/21/2018	BOCC Date:	6/21/2018

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Gulf Coast Environmental Contractors, Inc. per the terms and conditions of PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill, for a term of one year, with possible two additional one-year renewal terms; anticipated annual expenditure of \$54,320.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: Gulfstar Contracting, Inc. did not provide a bid bond as required in the bid, thus was not responsive to the bid.

Posted: May 8, 2018 Form Completed By:

PD 17-18.051, Escambia County Wa Perdido Landfill	Gulf Coast Er Contract		Gulfstar Contracting, Inc.					
Service Performed	Est. Quantity	Unit of Measure	Annual Service	Unit of Measure	Unit Price	Annual Cost	Unit Price	Annual Cost
Mow Existing Vegetation	109	Acres	7	Months	\$61.00	\$46,543.00	\$55.00	\$41,965.00
Mow Beulah Road Kingsfield Road to Tange Road	6.25	Acres	7	Months	\$70.00	\$3,062.50	\$32.00	\$1,400.00
Mow Gulf Power Road and around Flare	2.25	Acres	7	Months	\$70.00	\$1,102.50	\$32.00	\$504.00
Trim Air Injection Pipes	4	Each	7	Months	\$15.00	\$420.00	\$7.50	\$210.00
Trim Groundwater Monitoring Wells	24	Each	7	Months	\$14.00	\$2,352.00	\$7.50	\$1,260.00
Trim Landfill Boundary Probes	8	Each	7	Months	\$15.00	\$840.00	\$7.50	\$420.00
				Total	\$54,3	20.00	Non-Res	sponsive



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14333 County Administrator's Report 13. 16.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 06/21/2018

Issue: Acquisition of the Beulah Volunteer Fire Department, Inc.,

Property at 6400 West Nine Mile Road

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of the Beulah Volunteer Fire Department, Inc., Property at 6400 West Nine Mile Road - Jack R. Brown, County Administrator

That the Board take the following action regarding the acquisition of the Beulah Volunteer Fire Department, Inc., property (approximately 6.02 acres, with 6,000 square foot fire station building), located at 6400 West Nine Mile Road:

A. Re-Authorize the purchase of the Beulah Volunteer Fire Department, Inc., property (approximately 6.02 acres, with 6,000 square foot fire station building), located at 6400 West Nine Mile Road for the purchase price of \$300,000, which is the average of the two appraisals staff had performed, in accordance with the terms and conditions contained in the Contract for Sale and Purchase. (The Board originally voted to purchase this property on December 10, 2015.);

- B. Approve and authorize the Chairman to sign, subject to Legal review and signoff, the Contract for Sale and Purchase for the acquisition of the Beulah Volunteer Fire Department, Inc., property (approximately 6.02 acres, with 6,000 square foor fire station building), located at 6400 West Nile Mile Road;
- C. Acknowledge that a title insurance commitment obtained by the County revealed that a portion of this property is subject to a reverter in favor of Emerald County Utilities Authority. A recommendation will go before the ECUA Board to release the reverter by a Quit Claim action to Escambia County to provide a clear title to the property; and
- D. Authorize the County Attorney's Office to prepare, and the Chairman or Vice-Chairman to execute any documents, subject to Legal review and sign-off,

necessary to complete the acquisition of this property without further action of the Board.

THE CONTRACT FOR SALE AND PURCHASE WILL BE DISTRIBUTED UNDER SEPARATE COVER.

[Funding Source: Fund 352, "LOST II," Cost Center 330228, Object Code 56101, Project #09FS0021]

BACKGROUND:

The property where the Beulah Volunteer Fire Station is located is owned by the Beulah Volunteer Fire Department, Inc. The property consists of approximately 6.02 acres, and the fire station building is 6,000 square feet. The property is located at 6400 West Nine Mile Road.

The value of the property exceeds the \$250,000 threshold, so as established through the provisions of Section 46-139, Item (2)(a), Escambia County Code of Ordinances, staff had two appraisals performed. One appraisal, by G. Daniel Green & Associates, dated 11/0713, placed a value of \$290,000 on the property. A second appraisal, performed by Brantley & Associates, dated 2/24/14, valued the property at \$310,000.

The average of the two appraisals is \$300,000, Beulah Volunteer Fire Department, Inc., has agreed to sell at this price in accordance with the terms and conditions contained in the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this acquisition is available in Fund 352 "Lost III", Cost Center 330228, Object Code 56101, Project # 09FS0021.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for this purchase of this property.

PERSONNEL:

All work associated with this acquisition is being done in-house and additional staff is not 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, stall will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14270 County Administrator's Report 13. 1. BCC Regular Meeting Discussion

Meeting Date: 06/21/2018

Issue: West Florida Public Library Board of Governance

From: Todd Humble, Library Services Director

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment by the Mayor of the City of Pensacola to the West Florida Public Library Board of Governance - Todd Humble, Library Services Department Director

That the Board acknowledge for the Official Record Mayor Hayward's appointment of Patricia Barrington, Ph.D., to the West Florida Public Library Board of Governance, to serve a two-year term, effective March 1, 2018, through February 28, 2020.

BACKGROUND:

The Library Board of Governance was established to oversee the management of the West Florida Public Library System and to make recommendations to the Escambia County Board of County Commissioners regarding the library annual budget.

The Library Board of Governance is composed of five voting members - three members appointed by the Board of County Commissioners, one member appointed by the Pensacola City Council, and one member appointed by the Mayor of Pensacola.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION: N/A			
IMPLEMENTATION/COORDINATION: N/A			
Attachments			

N/A

Dr. Barrington Appointment Letter



ASHTON J. HAYWARD MAYOR

February 8, 2018

Todd Humble
Director of Escambia County Library Services
West Florida Public Libraries
239 N. Spring Street
Pensacola, FL 32502

Dear Mr. Humble,

I am pleased to notify you that I have appointed Dr. Patricia Barrington to the West Florida Public Libraries Board of Governance. She will replace Rebecca Temple starting March 1, 2018.

Should you have any questions regarding Dr. Barrington's appointment, please do not hesitate to contact me at 850-435-1626.

Sincerely,

Ashton J. Hayward, III

Lit & Ayum

Mayor



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14295 County Administrator's Report 13. 2.

BCC Regular Meeting Discussion

Meeting Date: 06/21/2018

Issue: CDBG Mortgage at 200 W. Winthrop Avenue

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Community Development Block Grant Mortgage for Property Located at 200 West Winthrop Avenue - Tonya Gant, Neighborhood & Human Services Department Director

That the Board review and determine whether to provide \$5,000 for a consent judgment for the property located at 200 West Winthrop Avenue, which has a Community Development Block Grant (CDBG) mortgage or to provide a counter offer.

BACKGROUND:

On May 27, 1998, Glenda Franko entered into a \$23,194 mortgage (Exhibit I) with the Escambia County CDBG Program, to provide moderate rehabilitation of her homestead property. The mortgage was recorded against the property at 200 W. Winthrop Avenue. The mortgage term was a 0% interest, no monthly payment loan, which would be forgiven after 20 years if the owner did not sell, transfer, rent or further encumber the property during those 20 years. On March 31, 2000, a mortgage with Laguna Capital Mortgage was recorded against the property in the sum of \$29,300. On September 30, 2008, a LIS pendens was filed against the property, which was released in the public records on May 13, 2011. Another LIS pendens was filed against the property on May 6, 2014, but Escambia County did not receive service. On February 6, 2015, a final judgment of foreclosure was entered, and on April 8, 2015, a certificate of title was issued in favor of Trust Mortgage LLC. The County did not receive any notices regarding the foreclosure action.

On August 4, 2016, after receiving written communication from Hipolito Santiago representing Trust Mortgage, LLC, requesting that the County consider

an offer of \$5000 as an offer in compromise for release of the CDBG Mortgage, the Board voted to initiate foreclosure proceedings on the property (Exhibit II). The CDBG mortgage has been contested by Trust Mortgage, LLC as the original note is lost. Trust Mortgage, LLC offered \$10,000 as a settlement offer in this case which was taken to the Board on January 18, 2018, but the Board authorized a counter offer of \$17,000 (Exhibit III). Since this time, the case was to go to jury trial, but the motion was amended and the defendant has stated that they will consent to judgment in exchange for \$5000 from the County (Exhibit IV).

The foreclosure proceedings are being handled by Sirote & Permutt, PC.

BUDGETARY IMPACT:

Due to the original owner encumbering the property, the full \$23,194 is due to the CDBG Program. Fees expended on the mortgage foreclosure to date are estimated at approximately \$10,000. The single family residence is currently valued by Chris Jones' office at \$36,704 (Exhibit V) and is in need of rehabilitation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Board must determine whether to consent to judgment for \$5000 or to provide a counteroffer.

PERSONNEL:

Not applicable.

POLICY/REQUIREMENT FOR BOARD ACTION:

Not applicable.

IMPLEMENTATION/COORDINATION:

Not applicable.

Attachments

Ex I-Franko CDBG Mortgage

Ex II-8.8.16 BCC Action

Ex III-1.18.18 BCC Action

Ex IV-Franko Email Consent to Judgment

Ex V-ESCPA Summary 200 W Winthrop

MORTGAGE DEED

This Indenture

Made this 27th March

. A. D. 1998

Between Glenda Franko, a single woman

Escambia County hereinafter called the Mortgagor , and

hereinafter called the Mortgagee

Witnesseth, That the said Mortgagor , for and in consideration of the sum of One Dollar to

her in hand paid by the said Mortgagee , the receipt whereof is hereby acknowledged,

granted, bargained and sold to the said Mortgagee , its heirs and she

assigns, forever, the following described land, situate, lying and being in the County of

Escambia

, State of Florida

. to-wit:

The South 75 feet of Lot 21, Block 12 in the First Addition of New Warrington, the said First Addition being a subdivision of a portion of Section 51, Township 2 South, Range 30 West as shown on plat of said subdivision appearing of record at page 30 of Plat Book 1 of the Public Records of Escambia County, Florida.

NTG DOC STRNPS PD @ ESC CO 04/16/98 JENNIE LEE MAGENA,

INTANKEMLE TAX PD @ ESC CO 04/16/90 ERNIE-LEE MAGRIJO, CLERK

hereby fully warrant the title to said land, and will defend the and the said Mortgagor do es same against the lawful claims of all persons whomsoever.

Provided Always, That if said Mortgagor , her

heirs, legal representatives or

assigns, shall pay unto the said Mortgagee , its

legal representatives or assigns, a

certain promissory note dated the 27th day of March

, A. D. 19 98 , for

the sum of Twenty-three Thousand One Hundred Ninety-four & 00/100 ----- Dollars, (23,194.00)

payable if property is transferred or sold

with interest at Zero (0%)

THIS MORTGAGE SHALL NOT BE SUBORDINATED UNDER ANY CIRCUMSTANCES***

per cent. from March 27, 1998

signed by Glenda Franko

and shall pay all sums payable hereunder, and perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, and shall duly pay all taxes, and also insurance premiums reasonably required, and all costs and expenses including a reasonable afforney's fee, which said Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created

In Witness Whereof, the said Mortgagor shall cease and be null and void.

the day and year first above written. and seal hand her

lated and delivered in presence of us:

Edward Bryan

This Instrument prepared by: Neighborhood Enterprise Foundation, Inc. for Escambia County Post Office Box 8178, Pensacola, Florida 32505 Address

OR BK 4245 PG1845 Escambia County, Florida INSTRUMENT 98-475070

RCD Apr 16, 1998 04:04 pm Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 98-475070

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of March , 19 98 , by Glenda Franko , who is personally known to me or who has produced Florida Driver License 4F652-293-76-664-0 as identification and who wick (did not) take an oath.

Signature

DERRICK ANDRE WILLIAMS
MY COMMISSION # CC 721452
EXPIRES: March 15, 2002

Notary PROBANOTARY Fie. Notary Service & Bonding Co

<u>(</u>

Date

Mon

ortgage Dec

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

REGULAR BCC AGENDA - Continued

8. Written Communication:

A. Communication from Theodore Topouzis



Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson absent, approving to grant relief upon receiving payment of \$1,759, relative to the June 30, 2016, communication from Theodore Topouzis, Topouzis & Associates, PC, requesting Escambia County provide relief of Code Enforcement Lien attached to 210 West Hannah Street.

B. Communication from Hipolito Santiago



Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson absent, rejecting the request and the proposed settlement, and approving to move forward with foreclosure on the County's \$23,194 lien, relative to the July 22, 2016, communication from Hipolito Santiago, Property Manager Specialist, Florida State Trust, requesting a release of the Community Development Block Grant Mortgage for property located at 200 West Winthrop Avenue.

Speaker(s):

Tyler Mesmer

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

EXHIBIT III

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-8. Approval of Various Consent Agenda Items – Continued

8. Adopting the Resolution [R2018-5] approving Supplemental Budget Amendment #032, General Fund (001), in the amount of \$31,054, to recognize the Sheriff's off-duty officer, employee expenses, and miscellaneous reimbursements/fees, and to appropriate these funds back into the Sheriff's administrative budget to offset operational expenses.

III. FOR DISCUSSION

Settlement Offer for CDBG Mortgage

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, approving to offer the property owner a counter-offer to settle this issue for the amount of \$17,000, concerning the settlement offer for the Community Development Block Grant (CDBG) mortgage for property located at 200 West Winthrop Avenue.

2. Purchase of Real Property

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, taking the following action regarding the purchase of real property located at 5533 Sun Valley Drive (approximately 0.46 acres), from Erik F. Hawn (Funding source: Fund 352, "LOST III," Cost Center 210107, Object Code 56101, Project #15EN3252, "Crescent Lake"):

- A. Authorizing the purchase of real property located at 5533 Sun Valley Drive (approximately 0.46 acres), from Erik F. Hawn, for the purchase price of \$134,000;
- B. Approving the Contract for Sale and Purchase for the acquisition of real property at 5533 Sun Valley Drive (approximately 0.46 acres), from Erik F. Hawn; and
- C. Authorizing 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.

Meredith Reeves

From: Murray, Jennifer M. <jmurray@Sirote.com>
Sent: Wednesday, June 06, 2018 12:43 PM

To: Meredith Reeves

Subject: FW: Escambia County v. Glenda Franko Motion to Strike NJT and Amend Complaint

Hello Meredith,

Opposing Counsel has advised that the Defendant will consent to judgment in exchange for \$5000 cash for keys. Please let me know if this is something you are interested in, or if you would like to provide a counteroffer.

Thank y

Jennifer M. Murray

Attorney at Law



Sirote & Permutt, PC

1201 S. Orlando Ave, Suite 430 | Winter Park, FL 32789

T: 407-712-9208 | F: 954-828-1101 jmurray@sirote.com | www.sirote.com

Alabama | Florida

From: Matt Estevez [mailto:mse@mattestevez.com]

Sent: Monday, June 04, 2018 2:41 PM

To: Murray, Jennifer M. <jmurray@Sirote.com> **Cc:** Moore, Bridgett <bmoore@Sirote.com>

Subject: Re: Escambia County v. Glenda Franko Motion to Strike NJT and Amend Complaint

Finally got a number.

My client would accept \$5000 cash for keys (cash for consent judgment).

Matt

Matthew Estevez Attorney at Law 8603 S. Dixie Highway Suite 218

Miami, Florida 33143 Office: (786) 703-5959 Direct: (305) 846-9177

Email: <u>mse@mattestevez.com</u>

From: Matt Estevez

Sent: Monday, May 28, 2018 4:53 PM

To: Murray, Jennifer M. **Cc:** Moore, Bridgett

Subject: Re: Escambia County v. Glenda Franko Motion to Strike NJT and Amend Complaint

I've been trying to get a number from the client.

We received an offer from an investor up there for \$11k - with good title.

That investor advised me that the unit fixed up is worth \$50k and it needs \$30k of work.

I have no way to know if this is right or wrong but it sounds like the property is a real mess.

I will try to get an offer on the table but these numbers look pretty dismal.

Matthew Estevez Attorney at Law 8603 S. Dixie Highway Suite 218

Miami, Florida 33143 Office: (786) 703-5959 Direct: (305) 846-9177

Email: <u>mse@mattestevez.com</u>

From: Murray, Jennifer M. < <u>imurray@Sirote.com</u>>

Sent: Thursday, May 10, 2018 12:59 PM

To: Matt Estevez **Cc:** Moore, Bridgett

Subject: RE: Escambia County v. Glenda Franko Motion to Strike NJT and Amend Complaint

Hello,

My client would like to know if you have an acceptable dollar amount in mind.

Thanks,

Jennifer M. Murray

Attorney at Law



Sirote & Permutt, PC 1201 S. Orlando Ave, Suite 430 | Winter Park, FL 32789 T: 407-712-9208 | F: 954-828-1101 jmurray@sirote.com | www.sirote.com

Alabama | Florida

From: Matt Estevez [mailto:mse@mattestevez.com]

Sent: Wednesday, May 09, 2018 5:44 PM **To:** Murray, Jennifer M. <jmurray@Sirote.com>

Cc: Dixon, Julie <julie.dixon@sirote.com>; Moore, Bridgett <bmoore@Sirote.com>

Subject: Re: Escambia County v. Glenda Franko Motion to Strike NJT and Amend Complaint

I don't have an objection. Is there a dollar amount you would pay for a consent judgment?

Matthew Estevez Attorney at Law 8603 S. Dixie Highway Suite 218 Miami, Florida 33143 Office: (786) 703-5959 Direct: (305) 846-9177

Email: <u>mse@mattestevez.com</u>

From: Murray, Jennifer M. < <u>jmurray@Sirote.com</u>>

Sent: Wednesday, May 9, 2018 5:16 PM

To: Matt Estevez

Cc: Dixon, Julie; Moore, Bridgett

Subject: Escambia County v. Glenda Franko Motion to Strike NJT and Amend Complaint

Good Afternoon,

I just filed the attached Motion to Strike the NJT and Amend the Complaint. Can you please advise if you object to the motion? I would like to have it heard before the trial, if possible.

Thank you!

Jennifer M. Murray

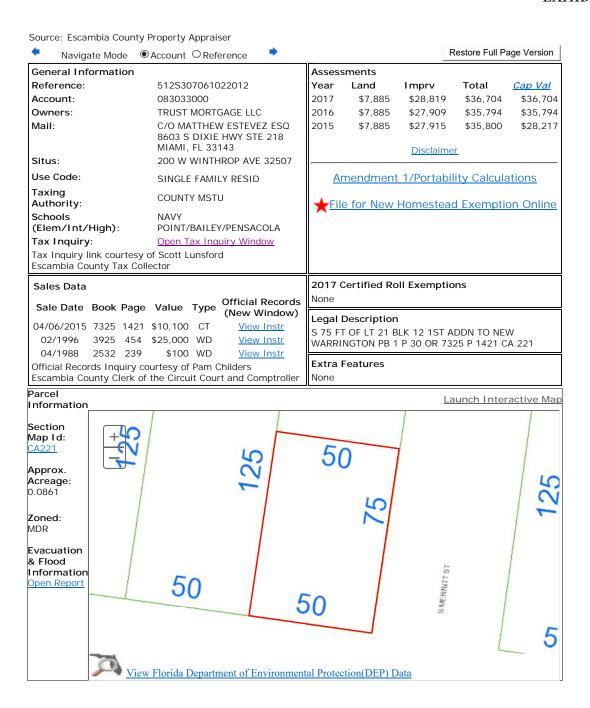
Attorney at Law

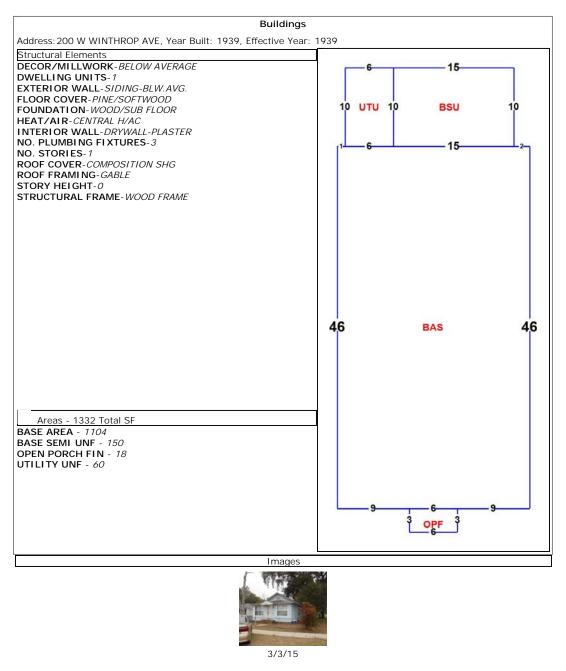


Sirote & Permutt, PC 1201 S. Orlando Ave, Suite 430 | Winter Park, FL 32789 T: 407-712-9208 | F: 954-828-1101 jmurray@sirote.com | www.sirote.com

Alabama | Florida

EXHIBIT V





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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-14286 County Administrator's Report 13. 3.

BCC Regular Meeting Discussion

Meeting Date: 06/21/2018

Issue: State Law Enforcement Trust Fund Appropriation

From: Henrique Dias, Chief Financial Officer

Organization: Escambia County Sheriff's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the allocation of \$7,500, Law Enforcement Trust (LET) Funds to the Council on Aging of West Florida, Inc., per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018.

Upon approval of this funding allocation, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

The appropriate backup for this agency is attached.

Council on Aging of West Florida Inc - \$7,500

PERSONNEL: N/A
POLICY/REQUIREMENT FOR BOARD ACTION:
These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.
IMPLEMENTATION/COORDINATION:

Attachments

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

Council on Aging of West Florida Inc

N/A

N/A

N/A

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION 1700 W. Leonard St. Pensacola, Florida 32501 www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE David Morgan, Sheriff

June 8, 2018

Council on Aging of West Florida Inc.

Attn: Lauren Meadors

P.O. Box 17066, Pensacola FL 32522

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated May 15, 2018.

Dear Lauren Meadors,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$7500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA





ESCAMBIA COUNTY SHERIFF'S OFFICE APPLICATION FOR STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification sta following areas: (Check	
CRIME PREVENTION DRUG PREVENT	The state of the s
Funds will be used for: (Check the appropriate box)	SAFE NEIGHBORHOOD
PROMOTE CRIME/DRUG ABUSE PREVENTION	ON OR DIRECT SUPPORT
The Documents listed below MUST be attached to	
	The state of the s
	AND W-9 AND CERTICATE OF EXEMPTION
To be considered the Application MUST be Com	pleted, Signed and ALL Documentation Attached
ORGANIZATION/AGENCY NAME: Council on Aging of West F	Florida, Inc. DATE 05/15/2018
POINT OF CONTACT Lauren Meadors	PH# (850) 266-2513
EMAIL ADDRESS: Imeadors@coawfla.org	INITIAL REQUEST PREVIOUS REQUEST
DATE FUNDS NEEDED (The BOCC will process) 09/21/2018	AMOUNT REQUESTED: \$5,000
CHECK PAYABLE TO: Council on Aging of West Florida,	Inc.
COMPLETE MAILING ADDRESS: NEW ADDRESS	
Street P.O. Box 17066	City Pensacola State FI Zip Code 32522
CERTIFICATION	N STATEMENT
 As required by Florida law, the requested funds will be used for the purpose s My agency shall, as required by Florida law, maintain records of these funds a I have the appropriate authority (Board Member) on behalf of the requesting a. To submit this application and to ensure funds are used for the purposes sp To cause the required accounting and reporting of these funds. All representations in this application are true to the be 	and provide such reports as may be requested by the Sheriff. agency. becified herein.
NAME OF CERTIFYING OFFICIAL	TITLE OF CERTIFYING OFFICIAL
Sonya Daniel	Council on Aging Board Chair
SIGNATURE (Digital)	DATE
Sonya Daniel Digitally signed by Sonya Daniel Date: 2018.05.30 08:53:18 -05'00'	05/30/2018
STAFF US	SE ONLY
SIGNATURE	APPROVED DENIED COMMENTS
CFO J	<u>Y</u> <u> </u>
LEGAL	
CHIEF	AMOUNT #75000
SHERIFF	I CERTIFY THIS REQUEST
CFO ASSISTANT Date processe	COMPLIES WITH FLORIDA STATUE 932.7055(5) DAVID MORGAN, SHERIFF
- 10/10	DAY (5 MODOL) 0 MEDICE
COLUMN TO THE PARTY OF THE PART	DAVID MORGAN, SHERIFF DATE

ORGANIZATION/AGENCY NAME:

Council on Aging of West Florida, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION <u>CANNOT</u> BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Attached					
	8				
4					
				10	

Council on Aging Rat Pack Gala

Council on Aging of West Florida's annual fundraiser, the Rat Pack Reunion, offers a retro-fabulous time while honoring outstanding community leaders and, most importantly, raising money for Council on Aging and its outstanding programs that help seniors in need in Escambia and Santa Rosa counties. There is no escaping the issues and needs faced by seniors. Aging, and the many challenges it brings, impacts everyone - from the seniors themselves to their adult children, caregivers and the community.

Council on Aging contributes to community and elder wellbeing through services that increase the overall quality of life for seniors within their own familiar surroundings. We provide in-home programs and services in their neighborhoods such as Meals on Wheels and Alzheimer's respite care. Meals on Wheels ensures the physical needs of homebound seniors are met by providing nourishment that they may not receive otherwise. Our numerous senior dining sites across both counties increase the social quality of our seniors lives by providing not just meals, but educational seminars and kinship in their neighborhoods. These sites are vital sources of engagement and wellness for seniors within our neighborhoods. Our wide range of other programs and services, including case management, the Foster Grandparent and Senior Companion Programs, and caregiver support and training, come together to ensure holistic wellness for seniors and increased livability in our Escambia and Santa Rosa counties.

Council on Aging serves seniors at various places in their aging journey, with a number of tools for seniors living with Alzheimer's disease. This includes respite, support groups, and even security. Through Covenant Care, Council on Aging is able to provide at risk clients with devices from Project Lifesaver to ensure their safety and return. The families of these clients are able to take comfort in knowing that should their family member wander, they will safely return.

In 2017, nearly 425 Meals on Wheels clients were served 124,000 meals. Ninety-five participants attended The Retreat and overall, Council on Aging served approximately 2,200 seniors in the two-county area. Despite this, however, hundreds of people remain on the waiting

list locally for services. Without the generous support from Rat Pack Reunion sponsors and donors, Council on Aging could not provide the excellent level of programs that we currently offer. The average \$100,000 raised from the annual gala allows Council on Aging to serve more seniors and contribute to safer neighborhoods. Council on Aging is able to leverage \$9 from state and federal funds for every \$1 donated. A \$5,000 donation from the Escambia County Sheriff's Office will be leveraged to contribute an additional \$45,000 to local seniors in need. This level of sponsorship enables Council on Aging to use the Sheriff's logo/message "Your life....Your Community.... NO PLACE FOR DRUGS OR CRIME." on our event slideshow as well as our program. A \$5,000 sponsorship of the Rat Pack Reunion from the Escambia County Sheriff's Office will provide an increase in the livability of our community through more assistance for seniors, more respite for caregivers, and more availabilities for senior volunteering and community involvement.

Internal Revenue Service

Date: March 20, 2007

COUNCIL ON AGING OF WEST FLORIDA INC PO BOX 17066 PENSACOLA FL 32522 Department of the Treasury P. O. Box 2508 Cincinnati, OH 45201

Person to Contact:
Mrs. Turner 31-07345
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
59-1373939

Dear Sir or Madam:

This is in response to your request of March 20, 2007, regarding your organization's taxexempt status.

In June 1972, we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan, Oper. Mgr. Accounts Management Operations 1

Form W-9

(Rev. November 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.lrs.gov/FormW9 for Instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your Income tax return). Name is required on this line	; do not leave this line blank.					
	Council on Aging of West Florida, Inc.						
	2 Business name/disregarded entity name, if different from above	, 1					
e 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the 4 Exemptions (codes apply only to						
on pag	following seven boxes. Individual/sole proprietor or C Corporation S Corporation	certain entities, not individuals; see instructions on page 3):					
on Se	single-member LLC	Exempt payee code (if any) 1					
Print or type. Specific Instructions on page 3.	LLO II the LLO is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC ie. I			Exemption from FATCA reporting code (if any)			
i ii	✓ Other (see instructions) ► Nonpro	(Applies to accounts maintained outside the U.S.)					
S	5 Address (number, street, and apt. or suite no.) See instructions.	nd address (optional)					
See	875 Royce Street						
"	6 City, state, and ZIP code						
.	Pensacola, FL 32503						
	7 List account number(s) here (optional)						
Part	Taxpayer Identification Number (TIN)						
Enter v	our TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to avo	id Social sec	urity number			
backup	o withholding. For individuals, this is generally your social security n at alien, sole proprietor, or disregarded entity, see the instructions fo	umber (SSN), However, fo	ora				
entities	, it is your employer identification number (EIN). If you do not have a	a number, see How to get	a				
TIN, lat	er.		or				
Note: I	f the account is in more than one name, see the instructions for line or To Give the Requester for guidelines on whose number to enter.	1. Also see What Name a	nd Employer	dentification number			
	The same requestion for galactines on whose number to office.	¥	5 9 -	- 1 3 7 3 9 3 9			
Part	I Certification						
AND DESIGNATION OF	penalties of perjury, I certify that:						
2. I am Serv	number shown on this form is my correct taxpayer identification nur not subject to backup withholding because: (a) I am exempt from b ice (IRS) that I am subject to backup withholding as a result of a fall inger subject to backup withholding; and	ackup withholding, or (b) I	I have not been no	tified by the Internal Devenue			
	a U.S. citizen or other U.S. person (defined below); and	E.					
	FATCA code(s) entered on this form (if any) indicating that I am exer	not from FATCA reporting	is correct:				
Certific	ation instructions. You must cross out item 2 above if you have been	notified by the IRS that you	r are currently subje	ect to backup withholding because			
you nav acquisit	e failed to report all interest and dividends on your tax return. For real e ion or abandonment of secured property, cancellation of debt, contribu an interest and dividends, you are not required to sign the certification,	estate transactions, item 2 o	does not apply. For	mortgage interest paid,			
Sign Here	Signature of						
	U.S. person ▶	Di	ate > 2-	1-18			
	eral Instructions	 Form 1099-DIV (divi- funds) 	dends, including t	hose from stocks or mutual			
noted.	references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)					
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted by were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 					
		• Form 1099-S (proceeds from real estate transactions)					
Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer		 Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 					
		1098-T (tuition)					
(SSN), I	ation number (TIN) which may be your social security number ndividual taxpayer identification number (ITIN), adoption	 Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) 					
taxpaye (EIN), to	r Identification number (ATIN), or employer identification number report on an information return the amount paid to you, or other	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.					
eturns	reportable on an information return. Examples of information include, but are not limited to, the following. 1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.					
i wiiii	1999 HTT (Interest carried of paid)						



Consumer's Certificate of Exemption

DR-14 R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012590566C-5

05/31/2014

05/31/2019

Certificate Number

Effective Date

Expiration Date

This certifies that

COUNCIL ON AGING OF WEST FLORIDA INC 875 ROYCE ST PENSACOLA FL 32503-2461



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 04/11

- You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases.
 See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
- Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.
- 3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
- 4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
- 5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
- 6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



EST. 1972

875 Royce Street/P.O. Box 17066 P.O. Box 18770 Pensacola, Florida 32522-7066 (850) 432-1475 FAX (850) 479-7986 Florida Relay: 711 www.coawfla.org info@coawfla.org

OFFICERS Chair Sonya Daniel First Vice Chair Kathleen Logan Second Vice Chair Rick McClanahan Secretary Pensacola Councilmember P.C. Wu Treasurer James M. "Mick" Novota Immediate Past Chair Caron Sjoberg

BOARD MEMBERS Lorenzo Aguilar Malcolm Ballinger DeeDee Davis Tammy Hardy-Fauber Rabbi Joel Fleekop Leslie Howington Donna Jacobi, M.D. Lois B. Lepp, PA Escambia County Commissioner Lumon May Chaplain Larry Mosley Thomas Pace, Jr. Jan M. Pacenta Tara Peterson Santa Rosa School Board District 1 Diane L. Scott, Ph.D. Sue Straughn Edgar M. Turner Dona Usry Marie K. Young

MEMBERS EMERITI Joe Black Rosemary Bonifay John Brick Kenneth Kelson Charles H. Overman, III Malcolm Parker

PRESIDENT/CEO John B. Clark

May 3, 2018

Escambia County Sheriff's Office Pensacola, FL 32523

Dear Sheriff Morgan,

We are honored to chair this year's Rat Pack Reunion, which is the annual premiere fundraiser for Council on Aging of West Florida. We ask that you join us in sponsoring this year's event to provide the necessary funding to fulfill the mission of Council on Aging of West Florida.

How important is Council on Aging to our local elders and their families? Here are a few statistics to illustrate the need and outreach of their programs.

Council on Aging of West Florida:

- Provides services to 2,200 clients a year and 10,000 caregivers and community members.
- Delivers over 123,000 Meals on Wheels to homebound seniors.
- Provides over 90,000 Senior Dining Site meals.
- Provides daytime services to seniors with Alzheimer's or dementia at their facility appropriately named The Retreat.
- Facilitates tens of thousands of volunteer hours for respite care, companionship, and socialization.

It is sobering to realize that ten percent of elders live within 125 percent of the poverty line and 20 percent have two or more disabilities and are medically underserved. Your generosity and support of this year's Rat Pack Reunion will not only provide you and your guest with participation in this wonderful event but will also enrich the lives of so many of our area's vulnerable seniors and their families.

Again, please join us, dig deep in your pockets, and make this year's Rat Pack Reunion party & fundraiser the best one yet. Put October 19th on your calendar.

Sincerely,

Marianne & John McMahon

Marianne and John McMahon



of Escambia County















AI-14313 County Administrator's Report 13. 4.

BCC Regular Meeting Discussion

Meeting Date: 06/21/2018

Issue: Fun City Noise Ordinance Wavier

From: Grover Robinson, District 4 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Noise Ordinance Waiver to Sam's Fun City for All of Their Events Being Held in 2018 - Grover C. Robinson, IV, District 4 Commissioner

That the Board approve granting a noise ordinance waiver to Sam's Fun City for all of their events being held in 2018.

BACKGROUND:

Sam's Fun City has been providing free fireworks displays for the Pensacola community for over 10 years. They have hosted almost 3 million visitors; been an amusement/water park for over 18 years and has paid and collected millions of tax dollars for the community. They have hired, trained and employed some 1,800+ young people since its creation. They have always conducted the shows prior to 10:00 PM to avoid violating the noise ordinance.

Sam's Fun City is located on a HC/LI zoned privately owned piece of property at 6709 Pensacola Boulevard. The site was specifically chosen to ensure the correct size and zoning associated with an amusement facility of its type was complied with. They have in place all the required facilities, insurance and trained personnel and has fully indemnified the County as is required.

After 30 days in processing, Richard Sanfilippo, President, Sam's Fun City, Inc., was notified that their 2018 fireworks permit was not going to be issued without a special noise variance from the County. Per the County Attorney's office in 2017, a variance was not required. However, after much discussion, Mr. Sanfilippo has informed the County of his intent to request a noise ordinance waiver, which will cover all of their events for the year 2018. He is requesting the support of the Board in obtaining this waiver.

BUDGETARY IMPACT:			
N/A			
LEGAL CONSIDERATIONS/SIGN-OFF: N/A			
PERSONNEL: N/A			
POLICY/REQUIREMENT FOR BOARD ACTION: N/A			
IMPLEMENTATION/COORDINATION: N/A			
Attachments No file(s) attached.			



Al-14335 County Administrator's Report 13. 5.

BCC Regular Meeting Discussion

Meeting Date: 06/21/2018

Issue: Request for Proposal - Master Planning for OLF8

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Proposal for Master Planning for OLF8 - Jack R. Brown, County Administrator

THE RECOMMENDATION WILL BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments



AI-14268 County Attorney's Report 13. 1.

BCC Regular Meeting Action

Meeting Date: 06/21/2018

Issue: Resolution of Support for the "Art in the Court Project"

From: Kristin Hual, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting the "Art in the Court Project" and Authorizing the Acceptance of Artwork Donations from the Escambia-Santa Rosa Bar Foundation for Display in the M.C. Blanchard Judicial Center.

That the Board take the following action:

A. Adopt the Resolution supporting the "Art in the Court Project" and authorizing the acceptance of artwork donated by the Escambia-Santa Rosa Bar Foundation for display in the M.C. Blanchard Judicial Center; and

B. Authorize the Chairman to execute the Resolution.

BACKGROUND:

The Escambia-Santa Rosa Bar Foundation, Inc. is a charitable, non-profit organization that was established in 1985 to foster greater accessibility to the judicial system and improve the quality and administration of justice. Since its inception, the Foundation has established the Wall of Honor at the M.C. Blanchard Judicial Center and awarded numerous grants to promote law-related education and increase public awareness of the judicial system

The Foundation has established the "Art in the Court Project" for the purpose of soliciting and receiving donations of suitable artwork for display in the courthouses of the First Judicial Circuit. As part of this endeavor, the Foundation wishes to donate all artwork to Escambia County that is accepted for display in the public areas of the M.C. Blanchard Judicial Center.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was prepared by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution - Art in the Court Project
Art in the Court Project Flyer

RESOLUTION	R2018-	
I ILOULO I IOII		

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE ART IN THE COURT PROJECT OF THE ESCAMBIA-SANTA ROSA BAR FOUNDATION; AUTHORIZING THE ACCEPTANCE OF ARTWORK DONATED FOR DISPLAY IN THE M.C. BLANCHARD JUDICIAL CENTER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia-Santa Rosa Bar Foundation (hereinafter the "Foundation") has established the "Art in the Court" Project for the purpose of soliciting and receiving donations of suitable artwork for display in the courthouses of the First Judicial Circuit; and

WHEREAS, the Foundation wishes to donate all artwork to Escambia County that is accepted for display in the public areas of the M.C. Blanchard Judicial Center; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the County to accept artwork donated by the Foundation for display in the M.C. Blanchard Judicial Center.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

<u>SECTION 2.</u> That the Board of County Commissioners hereby expresses its support for the Art in the Court Project, which will serve to enhance the public areas of the M.C. Blanchard Judicial Center.

SECTION 3. That the Board hereby authorizes accepting all artwork donated by the Foundation for display in the M.C. Blanchard Judicial Center as part of the Art in the Court Project.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

0010

ADO	PIED this day of	2018.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		By:
ATTEST:	Pam Childers Clerk of the Circuit Court	Approved as to form and legal
By:Depu	ty Clerk	By/Title: Date:
(SEAL)		

ADODTED III'm also of



In an effort to make our local courthouses more welcoming and attractive, the **Escambia Santa Rosa Bar Foundation*** (Foundation) is now accepting artwork donations for display.

The Foundation has established an "Art in the Court Project" to review potential donations for their suitability.

If you have artwork that you think would be appropriate for the courthouse, and would like to donate it, please submit a **description**, the **dimensions** and a **photo** of the art to:

Art in the Court Project

Escambia Santa Rosa Bar Foundation 216 South Tarragona, Suite B Pensacola, Florida 32502 ESRBA@ESRBA.com

If your artwork is selected, the art will become the property of the Foundation and you will receive a receipt for your charitable gift. All displayed art will also include a plaque to acknowledge the donor.

Art in the Court Project

"A COPY OF THE OFFICAL REGISTRATION AND FINANCIAL INFORMATION FOR THE ESCAMBIA-SANTA ROSA BAR
ASSOCIATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER
SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY
ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

*The Escambia Santa Rosa Bar Foundation is a 501 (c)(3) chartable organization.



Al-14312 County Attorney's Report 13. 2.

BCC Regular Meeting Action

Meeting Date: 06/21/2018

Issue: Proposed Settlement Between Escambia County and Equal

Employment Opportunity Commission, Case NO.:

425-2018-00430

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Proposed Settlement Between Escambia County and Equal Employment Opportunity Commission (Administrative Complaint of Amanda Phillips), Case No: 425-2018-00430.

That the Board take the following action:

A. Approve the proposed settlement with the Equal Opportunity Commission (EEOC); and

B. Authorize the County Administrator to execute the proposed agreement with the EEOC, if approved by the Board.

[THE PROPOSED SETTLEMENT TO BE PROVIDED UNDER SEPARATE COVER.]

BACKGROUND:

At its regularly scheduled meeting on May 3, 2018 (copy of Resume attached), the Board approved a settlement agreement between Amanda Phillips and Escambia County which authorized payment of \$175,000.00 to Ms. Phillips and her attorneys, which was funded by Glatfelter Claims Management, Ins. in exchange for a general release executed by Ms. Phillips and her request to the EEOC to withdraw her complaint cease litigation. However, the EEOC is requiring additional terms for the settlement of the administrative complaint filed by Ms. Phillips. The EEOC has the statutory authority to pursue an administrative complaint in its own name, if is so chooses.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers and Deputy County Attorney Charles Peppler have discussed with Reynaldo Velazquez, Attorney retained by Glatfelter Claims Management, Inc., the settlement with the EEOC.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume - May 3, 2018

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ATTORNEY'S REPORT</u> – Alison Rogers, County Attorney

I. FOR ACTION



Amanda Phillips v. Escambia County

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 4-1, with Commissioner May voting "no," taking the following action concerning the approval of settlement of administrative complaint <u>Amanda Phillips v. Escambia</u> County, EEOC Case No.:425-2018-00430:

- A. Authorizing the settlement of EEOC Case No.: 425-2018-00430, in the amount of \$175,000.00, sum to be paid by Gladfelter Claims Management, Inc., on behalf of the County, pursuant our insurance policy, inclusive of attorney's fees and costs, in exchange for full and final settlement of the claim, withdrawal of the Complaint, and dismissal of the Case; and
- B. Authorizing the County Administrator to execute the settlement agreement after the agreement is executed by Amanda Phillips.

II. FOR DISCUSSION

1. Adoption of a Resolution

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving to move, to the first meeting in June, the recommendation that the Board, at the request of Commissioner Grover Robinson, adopt, and authorize the Chairman to sign, the Resolution to protect the character of existing public areas on Santa Rosa Island.

Speaker(s):

James Cox
Elizabeth Hewson
James Scaminaci
Teresa Preston
Thomas Campanella
Anita Feliciano
Dianne Krumel