

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

CHAMBER RULES

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

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

AGENDA

Board of County Commissioners

Regular Meeting – January 8, 2015 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Ratify the Proclamation, dated December 15, 2014, commending and congratulating Joe Gilchrist for his contributions to the community, his success at the Flora-Bama, and his service to mankind;

B. Adopt the Proclamation proclaiming the third Friday of January 2015 as "Arbor Day" and encouraging the citizenry of Escambia County to plant, care for and protect trees in an effort to promote and enhance the well-being of this and future generations;

C. Adopt the Proclamation congratulating Pastor Dale Patterson on his upcoming retirement, commending him on his many accomplishments, and thanking him for his many services to this community; and

D. Adopt the Proclamation recognizing January 25-31, 2015 as "Escambia County School Choice Week" in Escambia County and calling this observance to the attention of all our citizens.

E. Adopt the Proclamation commending and congratulating Sheri Rigby on her selection as the "Employee of the Month" for January 2015.

**[THE PROCLAMATION FOR SHERI RIGBY WILL BE DISTRIBUTED UNDER SEPARATE COVER]**

7. Retirement Proclamation.

Recommendation: That the Board adopt the retirement Proclamation commending and congratulating Charles L. Neal, Medical Director, Public Safety Department, on his retirement after eight years of dedicated service.

8. Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Danny Smillie, Jr., Field Supervisor for the Roads Division, for his dedication in 30 years of service to Escambia County.



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 for consideration of adopting a Large Outdoor Entertainment Events Ordinance.

Recommendation: That the Board take the following action:

- A. Adopt, and authorize the Chairman to sign, an Ordinance regulating large outdoor entertainment events; and
- B. Determine the effective date of the Ordinance.

11. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the December 18, 2014, C/W Workshop, recommended that the Board take the following action:

A. Eliminate the following sites, which are north of Interstate 10, as a possible site for a Correctional Complex (C/W Item 4):

1. Site 1 - Vicinity: 1/2 mile north of Highway 196 and Highway 29 (Molino Area)
2. Site 2 - Vicinity: 2 1/2 miles north of Muscogee Road on Highway 29
3. Site 3 - Vicinity: Intersection of Becks Lake Road and Highway 29
4. Site 4 - Vicinity: Intersection of Interstate 10 and Beulah Road

B. Take the following action concerning aggressive panhandling (C/W Item 6):

1. Authorize the scheduling and advertising of a Public Hearing for consideration of adopting an Ordinance amending Escambia County's Open Container Ordinance and direct the County Attorney to draft the amendments in coordination with the Santa Rosa Island Authority;
2. Authorize the scheduling and advertising of a Public Hearing for consideration of adopting an Ordinance amending Escambia County's Panhandling Ordinance to create panhandling prohibition zones within a 1/2 mile east and west of Interstate 110, and north and south of all intersections of Interstate 110; and
3. Approve that the Board will assist the Sheriff with additional funding to enforce the Panhandling Ordinance; and

C. Offer County Administrator Jack R. Brown a three-year contract, with two one-year extensions, with a salary of \$170,000 per year (C/W Item 8).

12. Reports:

### **CLERK & COMPTROLLER'S REPORT**

Backup Not Included With The Clerk's Report Is Available For Review In  
The Office Of The Clerk To The Board  
Ernie Lee Magaha Government Building, Suite 130

#### **I. Consent Agenda**

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 11, 2014; and

B. Approve the Minutes of the Regular Board Meeting held December 11, 2014.

## **GROWTH MANAGEMENT REPORT**

### I. Action Item

#### 1. Recommendation Concerning an At-Large Appointment to the Planning Board

That the Board approve appointing one of the following nominees to the Escambia County Planning Board to an at-large position, effective January 8, 2015, through April 5, 2016, to fill the unexpired term of Karen Sindel:

- A. Reid W. Rushing;
- B. Robert V. Goodloe;
- C. Bob Cordes; or
- D. Bobby Price.

**THE RESUME FOR BOBBY PRICE WILL BE DISTRIBUTED UNDER SEPARATE COVER.**

### II. Consent Agenda

#### 1. Recommendation Concerning the Scheduling of Public Hearings

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

##### **A. Thursday, January 22, 2015**

- 1. 5:45 p.m. - A Public Hearing - Comprehensive Plan Text Amendment - CPA-2014-02

##### **B. Thursday, February 5, 2015**

- 1. 5:45 p.m. - A Public Hearing to amend the official zoning map to include the following rezoning cases heard by the Planning Board on January 6, 2015.

##### **a. Case No.: Z-2015-01**

Address:	13922 River Road
Property	14-3S-32-1001-000-130
Reference No.:	
Property Size:	2.21 (+/-) acres
From:	R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)
To:	CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)
FLU Category:	MU-PK, Mixed-Use Perdido Key

Commissioner 2  
District

Requested by: William Dyess, Agent for Helen Scarbrough, Owner

**b. Case No.: Z-2015-02**

Address: 13900 River Road

Property 14-3S-32-1001-000-129

Reference No.:

Property Size: 1.72 (+/-) acres

From: R-2PK, Residential District (Perdido Key) medium  
density (4.5 du/acre)

To: CGPK, (Perdido Key) Commercial Gateway District,  
High Density (12.5 du/acre)

FLU Category: MU-PK, Mixed-Use Perdido Key

Commissioner 2  
District

Requested by: Linda Dunson Banta, Owner

2. 5:46 p.m. - A Public Hearing - LDC Revision

3. 5:47 p.m. - A Public Hearing - Navy Federal Credit Union Height Ordinance  
(First of Two Public Hearings)

## **COUNTY ADMINISTRATOR'S REPORT**

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Escambia County Tax Collectors Office - Janet Holly, Tax Collector

That the Board approve the Request for Disposition of Property Form for the Escambia County Tax Collector's Office, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed items have been found to be outdated or non-working and of no further usefulness to the County/Tax Collector.

2. Recommendation Concerning the Interlocal Agreement between Escambia County and Santa Rosa County for Shared Use of Communication Infrastructure - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and Santa Rosa County for Shared Use of Communication Infrastructure, for the provision of allowing Santa Rosa County's Public Safety Radio System to reside on Escambia County's Public Safety P25 Digital Radio System Master Core:

A. Approve the Interlocal Agreement to enable Santa Rosa County Public Safety Radio System to reside on Escambia County's Master Core (Core) commencing upon the effective date upon filing with the Clerk of the Circuit Court of Escambia County, Florida, and continuing for a term of 10 years, to be automatically renewed for additional, successive 12-month periods until terminated by either party; and

B. Authorize the Chairman to sign the Agreement.

3. Recommendation Concerning a Public Hearing Request for Fund Balance Carry Forwards - Stephan Hall, Management and Budget Services Interim Department Director

That the Board authorize the scheduling of a Public Hearing on January 22, 2015, at 5:31 p.m., to amend the Fiscal Year 2014/2015 Budget to include fund balance carry forwards.

4. Recommendation Concerning Reappointments to the Escambia County Extension Council - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning reappointments to the Escambia County Extension Council:

A. Reappoint the following four individuals to a two-year term, effective retroactively December 1, 2014, through November 30, 2016:

<b>ZONE</b>	<b>NAME AND ADDRESS</b>
2	Jean E. Yarter, 1020 North Century Boulevard, McDavid, FL 32568
4	David W. Fitzpatrick, 4325 Crabtree Church Road, Molino, FL 32577
8	Tina Lynn Sellers, 121 Calle de Santiago, Pensacola, FL 32502
10	Genevieve English-Charles, 2807 Larkin Street, Pensacola, FL 32514

B. Request that the County Administrator's Office provide letters of reappointment to these individuals.

5. Recommendation Concerning Adoption of a Maintenance Map for a Portion of Hicks Street in Cantonment, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning adoption of a Maintenance Map for a portion of Hicks Street in Cantonment, Florida:

A. Adopt a Maintenance Map, Engineering Department Map Number L-4984A, for a portion of Hicks Street (approximately 740 feet in length), going north off of Muscogee Road and located west of Highway 29 in Cantonment, Florida. This Map delineates the extent of County maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Issuance of a Purchase Order to CourtSmart for the M.C. Blanchard CourtSmart Court Reporting Digital Server - Will Moore, Court Administration Management Services Manager

That the Board authorize Escambia County to issue a Purchase Order (PO), in the amount of \$78,110, for the Court Administration Division, to Vendor CourtSmart, Vendor Number 034896. The PO will provide new digital court reporting servers, audio and video licensing and configuration of the servers, an upgrade to the operating systems, encoders, software, SQL, and certain associated peripherals for each system. The PO will also provide digital recording for the existing 12 courtrooms and for 3 newly-constructed courtrooms.

[Funding: Fund 115, Article V Fund, Cost Center 410501, Object Code 56401 and Object Code 56801 - \$78,110 - Project #13JS2332]

2. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2014 Homeland Security Federally-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2014 Homeland Security Federally-Funded Subgrant Agreement, Contract Number 15-CI, allocating to Escambia County a Grant totaling \$5,487, for the period of the date of execution through September 30, 2015:

A. Approve the FDEM Federally-Funded Subgrant Agreement, allocating Grant funding for the Community Emergency Response Team (CERT) Program, to be identified in Fund 110, Cost Center 330430, Revenue Account 334248;

B. Authorize the Chairman or Vice-Chairman to sign the Subgrant Agreement; and

C. Authorize the County Administrator to execute any related Subgrant Agreement documents to implement the Subgrant.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement: Section (19) Mandated Conditions, sub-section (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."



3. Recommendation Concerning Supplemental Budget Amendment #045 -  
Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #045, Library Fund (113), in the amount of \$6,000, to recognize Grant proceeds from the Florida Humanities Council, and to appropriate these funds for the Museum on Main Street Grant (MoMS). The Smithsonian "The Way We Worked" exhibit will be located at the Molino Branch Library. Matching funds are required in the amount of \$9,720 and will come from in-kind match, and \$1,000 will be from the Library's existing Budget.

4. Recommendation Concerning an Amendment to Miscellaneous Appropriations Agreement between Escambia County and Escambia-Pensacola Human Relations Commission - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the Chairman to sign the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Escambia-Pensacola Human Relations Commission, to include funding for the programmatic expenses, and to decrease the funding total from \$84,265 to \$69,292.84, to reflect the budgeted amount for health insurance.

[Funding: Fund 001, General Fund, Cost Center 110201]

5. Recommendation Concerning Authorization for Sale of Surplus Real Property Located at 5000 Commerce Park Circle - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning authorization for sale of surplus real property located at 5000 Commerce Park Circle:

A. Review the Appraisal that was obtained at the request of the Board at its November 6, 2014, Board of County Commissioners' Meeting;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the appraised value of \$340,000; and

C. Authorize the Chairman to sign all documents related to the sale.

6. Recommendation Concerning Design Services for CR297A (ESCRP to Muscogee Road) Widening Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Rebol & Battle & Associates, LLC, per the terms and conditions of PD 13-14.051, Design Services for CR297A (ESCRP to Muscogee Road) Widening Drainage Improvements, for a lump sum amount of \$145,724.83 and optional services of \$36,400, for a total of \$182,124.83.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Code 08EN0105]

7. Recommendation Concerning the Signalization Consultant Continuing Services Contract - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Signalization Consultant Continuing Services Contract:

A. Award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and DRMP, Inc., per the terms and conditions of PD 13-14.080, Signalization Consultant Continuing Services, funding to be approved on an annual basis; and

B. Approve funding, in the amount of \$200,000, for Fiscal Year 2014-2015, per the Joint Partnership Agreement (JPA) approved by the Board of County Commissioners on December 5, 2013.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53101]

8. Recommendation Concerning an Amendment to the Interlocal Agreement Relating to the Fiscal Year 2014/2015 Funding of the Pensacola-Escambia County Promotion and Development Commission - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the Chairman to sign the Amendment to the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the Fiscal Year 2014/2015 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), allowing the PEDC to be paid semi-annually in advance.

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

9. Recommendation Concerning the Grant Application for Federal Transit Administration Bus and Facilities Program: Grant 5339 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Grant Application for the Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5339, by Escambia County Area Transit (ECAT) for the purchase of two replacement buses and purchase of benches/bus shelters and other related amenities:

A. Adopt the Resolution authorizing Escambia County to apply for and accept Grants, make purchases, and expend funds pursuant to Grant awards by the Florida Department of Transportation (FDOT) and the FTA Act of 1964;

B. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM); and

C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notifications of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: The Florida Toll Revenue credits cover the match required for this Grant; therefore, no County funds are required]

10. Recommendation Concerning a Change Order to Engineered Cooling Services, Inc., on Purchase Order 141222 - David W. Wheeler, CFM, Facilities Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Engineered Cooling Services, Inc., for emergency rental of three chiller units at the Leonard Street Complex:

Department:	Facilities Management
Division:	DCAT
Type:	Addition
Amount:	\$429,750
Vendor:	Engineered Cooling Services, Inc.
Project Name:	Emergency Rental of Three Chiller Units
Contract:	N/A
PO#:	141222
CO#:	2
Original Contract Award:	\$886,235.33
Cumulative Amount of Change Orders Through this CO:	\$454,480.00
New Contract Amount:	\$1,340,715.33

[Funding Source: Fund 501, Internal Service Fund for Insurance Claims, Account 140836, Object Code 54401]

11. Recommendation Concerning the Acquisition of the Tugboat "Ocean Wind" for Deployment as an Artificial Reef - Keith T. Wilkins, Community & Environment Department Director

That the Board approve the sole source acquisition of the Tugboat "Ocean Wind" from Ocean Transport Corporation, not to exceed \$45,000, for deployment as an artificial reef contingent upon the Award Letter or draft of the Grant Agreement, from Florida Fish and Wildlife Conservation Commission (FWC), indicating conceptual approval of Grant Application.

[Funding: Fund 108, Tourist Promotion, Cost Center 220805 and/or Fund 352, LOST III, Cost Center 220102, NESD Capital Projects]

## **COUNTY ATTORNEY'S REPORT**

### I. For Discussion

#### 1. Recommendation Concerning the County Administrator's Contract

That the Board consider a contract for County Administrator Jack Brown.

(Proposed contract to be distributed under separate cover.)

13. Items added to the agenda.

14. Announcements.

15. Adjournment.



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-7403

Proclamations 6.

### BCC Regular Meeting

Meeting Date: 01/08/2015

Issue: Ratification/Adoption of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

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### **RECOMMENDATION:**

Proclamations.

Recommendation: That the Board take the following action:

- A. Ratify the Proclamation, dated December 15, 2014, commending and congratulating Joe Gilchrist for his contributions to the community, his success at the Flora-Bama, and his service to mankind;
- B. Adopt the Proclamation proclaiming the third Friday of January 2015 as "Arbor Day" and encouraging the citizenry of Escambia County to plant, care for and protect trees in an effort to promote and enhance the well-being of this and future generations;
- C. Adopt the Proclamation congratulating Pastor Dale Patterson on his upcoming retirement, commending him on his many accomplishments, and thanking him for his many services to this community; and
- D. Adopt the Proclamation recognizing January 25-31, 2015 as "Escambia County School Choice Week" in Escambia County and calling this observance to the attention of all our citizens.
- E. Adopt the Proclamation commending and congratulating Sheri Rigby on her selection as the "Employee of the Month" for January 2015.

**[THE PROCLAMATION FOR SHERI RIGBY WILL BE DISTRIBUTED UNDER SEPARATE COVER]**

### **BACKGROUND:**

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

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

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Proclamations - 01-08-2015

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## PROCLAMATION

**WHEREAS**, Joe Gilchrist was born in Birmingham, Alabama, graduated from Auburn University, and taught school in Pensacola, Florida; and

**WHEREAS**, in 1962, the Tampary family envisioned a lounge and package store for the new State Line and officially opened the Flora-Bama Lounge & Oyster Bar in 1964; and

**WHEREAS**, in 1978, Joe Gilchrist purchased the Flora-Bama Lounge & Oyster Bar; and

**WHEREAS**, the Flora-Bama is located on the Florida/Alabama State Line and is home of the famous Mullet Toss and other events and concerts, which bring millions of visitors there each year; and

**WHEREAS**, many legendary entertainers have played at the Flora-Bama, including Kenny Chesney, Jimmy Buffet, and Willie Nelson, to name a few. The famous Blue Angels fly over the Bama during their flight drills to salute the Bama and Joe Gilchrist; and

**WHEREAS**, Joe Gilchrist founded the Frank Brown Songwriters Festival in 1984 creating a "Musical Journey" for songwriters from all over the country; and

**WHEREAS**, the Flora-Bama plays host to many charities and has a "Worship on the Water" church service every Sunday, where the musicians donate their time and talent; and

**WHEREAS**, after 911 Joe Gilchrist took 100 residents and 10 songwriters to New York City to help the economy and to honor the policemen and firemen. On the 10th anniversary, he returned with residents and songwriters to let New York's finest and best know they were not forgotten.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, on behalf of its citizens, does hereby commend and congratulate Joe Gilchrist for his contributions to the community, his success at the Flora-Bama, and his service to mankind.

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

  
Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman  
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon May, District Three

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

  
Deputy Clerk

Dated: December 15, 2014



## **PROCLAMATION**

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

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

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

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

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

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

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, joins other cities and counties throughout the State of Florida in proclaiming the third Friday of January 2015 as

### **"Arbor Day"**

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

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

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*Steven Barry, Chairman, District Five*

*Grover C. Robinson, IV, Vice Chairman  
District Four*

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

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*Deputy Clerk*

**Adopted:** January 8, 2015

## **PROCLAMATION**

**WHEREAS**, Dale Patterson, Pastor of the East Brent Baptist Church for over 33 years, has given official notice of his retirement on December 31, 2014; and

**WHEREAS**, Dale Patterson, knowing the importance of preparing himself to effectively share God's word, attended Mississippi College; William Carey College; Mississippi State University, where he received his Bachelor of Arts; and New Orleans Theological Seminary, where he received his Master of Divinity and Doctor of Ministry; and

**WHEREAS**, Pastor Patterson has served as President of Associational Pastor's Conference; Moderator of Association; Chairman of Evangelism Committee; Chairman of Mission's Committee; Chairman of Sunday School Committee; Chairman of Program Committee; and Chairman of State Order of Business; and

**WHEREAS**, Pastor Patterson has also served on the State Board of Missions for the Florida Baptist Convention; the State Nomination Committee; the State Loans and Grants Committee; the Budget and Allocations Committee; and the Health and Hope Committee; and

**WHEREAS**, while serving East Brent Baptist Church, Pastor Patterson has been instrumental in the purchase of property surrounding the Church; establishing the Family Life Center; the purchase of a church which has been reconstructed to house Sunday School classes, a Tongan Church, a Hispanic Church, and a GED Class room, etc.; the launching of Care Ministries, Inc; the Worship Center; and the rearrangement of existing property to offer a place where children can be involved in recreation; and

**WHEREAS**, he never asks anyone to do anything he is not willing to do himself. He offered the Church as a shelter/crisis center in event of hurricanes; and

**WHEREAS**, he is active in the Pensacola Developmental Center every Tuesday where he holds services. Several years ago, "Angels in Our Midst" recognized and honored him for his ministry to this group of people. He also has a television ministry and a Bible study at a drug/alcohol men's recovery home.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, congratulates Pastor Dale Patterson on his upcoming retirement, commends him on his many accomplishments, and thanks him for his many services to this community.

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

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*Steven Barry, Chairman, District Five*

*Grover C. Robinson, IV, Vice Chairman  
District Four*

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

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*Deputy Clerk*

**Adopted: January 8, 2015**

## **PROCLAMATION**

**WHEREAS**, all children in Escambia County should have access to the highest-quality education possible; and

**WHEREAS**, Escambia County recognizes the important role that an effective education plays in preparing all students in Escambia County to be successful adults; and

**WHEREAS**, quality education is critically important to the economic vitality of Escambia County; and

**WHEREAS**, Escambia County is home to a multitude of high-quality traditional public schools, public magnet schools, public charter schools, and nonpublic schools from which parents can choose for their children; and

**WHEREAS**, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

**WHEREAS**, Escambia County has many high-quality teaching professionals in traditional public schools, public magnet schools, public charter schools, and nonpublic schools who are committed to educating our children; and

**WHEREAS**, School Choice Week is celebrated across the county by millions of students, parents, educators, schools, and organizations to raise awareness of the need for effective educational options that challenge and motivate all our students to succeed.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, recognizes January 25-31, 2015, as

**"Escambia County School Choice Week"**

in Escambia County and calls this observance to the attention of all our citizens.

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

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*Steven Barry, Chairman, District Five*

*Grover C. Robinson, IV, Vice Chairman,  
District Four*

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

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*Deputy Clerk*

**Adopted: January 8, 2015**



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-7373

Proclamations 7.

### BCC Regular Meeting

Meeting Date: 01/08/2015

Issue: Adoption of Retirement Proclamation

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

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### RECOMMENDATION:

Retirement Proclamation.

Recommendation: That the Board adopt the retirement Proclamation commending and congratulating Charles L. Neal, Medical Director, Public Safety Department, on his retirement after eight years of dedicated service.

### BACKGROUND:

N/A

### BUDGETARY IMPACT:

N/A

### LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

### PERSONNEL:

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

### IMPLEMENTATION/COORDINATION:

N/A

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### Attachments

010815 ret proc

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**PROCLAMATION**

***WHEREAS**, Charles L. Neal worked as a County employee very faithfully for 8 years of distinguished service and devotion to Escambia County Emergency Medical Services, retiring as Medical Director of the Public Safety Department.*

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

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Charles L. Neal for 8 years of faithful and dedicated service as a County employee.*

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

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*Steven Barry, Chairman, District Five*

*Grover C. Robinson, IV, Vice Chairman, District Four*

*Wilson B. Robertson, District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

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

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*Deputy Clerk*

*Adopted: January 8, 2015*



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7402

Proclamations 8.

#### BCC Regular Meeting

Meeting Date: 01/08/2015

Issue: 30 Years of Service - Danny Smillie, Jr.

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

Organization: Public Works

CAO Approval:

---

#### **RECOMMENDATION:**

Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Danny Smillie, Jr., Field Supervisor for the Roads Division, for his dedication in 30 years of service to Escambia County.

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Board's Goals and Objective by the recognition and appreciation of the County's most valuable resource - its employees, and also with the BCC Policy, Years of Service Award Policy, Section II, C27.

#### **IMPLEMENTATION/COORDINATION:**

N/A

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Danny Smillie, Jr.

---

# ***30 YEARS OF SERVICE***

We Hereby Express Our Sincere Appreciation to

***Danny Smillie, Jr.***

For your Loyalty, Diligence And Outstanding Performance  
During Your Tenure with This Organization Since

***November 1<sup>st</sup>, 1984***

And Award This Certificate From

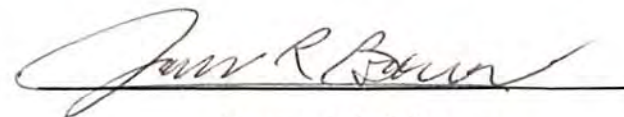
***Board of County Commissioners***

***Escambia County, Florida***

***November 1<sup>st</sup>, 2014***



  
Department Director

  
County Administrator



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-7404

Public Hearings 10.

### BCC Regular Meeting

Meeting Date: 01/08/2015

Issue: 5:31 p.m. Public Hearing to Consider a Large Outdoor Event Ordinance

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

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### **RECOMMENDATION:**

5:31 p.m. Public Hearing to for consideration of adopting a Large Outdoor Entertainment Events Ordinance.

Recommendation: That the Board take the following action:

A. Adopt, and authorize the Chairman to sign, an Ordinance regulating large outdoor entertainment events; and

B. Determine the effective date of the Ordinance.

### **BACKGROUND:**

At the December 11, 2014 meeting the Board authorized the scheduling of the public hearing to consider adopting the ordinance regulating large outdoor entertainment events.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The ordinance was drafted by the County Attorney's Office.

### **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board will need to determine the effective date of the ordinance.

### **IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Ordinance

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

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, REGULATING LARGE OUTDOOR ENTERTAINMENT EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, large outdoor entertainment events are regularly conducted in the streets, sidewalks, parks, and private property within the jurisdiction of Escambia County; and

**WHEREAS**, such events require the County to provide public services and resources to protect the health, safety, and welfare of its citizens and those persons and businesses participating in such events; and

**WHEREAS**, the County finds that it is in the best interest of the public to adopt an ordinance regulating such events to ensure that the County will have adequate notice and be able to timely allocate and provide its resources in support of those events and to ensure that the events are conducted in a safe and efficient manner;

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

**Section 1. Short Title.**

This ordinance shall be known as the "Outdoor Entertainment Event Ordinance," and may be cited as such.

**Section 2.** Chapter 86, Article VI, Sections 86-211 through 86-221 of the Escambia County Code of Ordinances is hereby created to read as follows:

**Sec. 86-211. Definition of Outdoor Entertainment Event.**

An outdoor entertainment event (hereinafter "Event") is any concert, theatrical production, festival of arts, crafts, or food, circus, flight demonstration, holiday celebration, or similar event conducted outdoors, the primary purpose of which is to provide an opportunity for entertainment and appreciation of culture, education, arts, heritage, history or other similar purpose, where the daily attendance exceeds 5,000

people. This definition does not include events sponsored by Escambia County on County property or to events held in permanent structures that have been issued a certificate of occupancy for use as an auditorium, civic center, sports arena, exhibition hall, or other facility designed to accommodate crowds in excess of 5,000 people; provided, however, that attendance at the Event does not exceed the capacity of the structure or facility.

**Sec. 86-212. Permit Requirements.**

No person, corporation, partnership, association or other organization shall conduct, or sell or furnish tickets for, an Event in Escambia County, including Events within the jurisdiction of the Santa Rosa Island Authority, unless a permit has been obtained from Escambia County.

**Sec. 86-213. Permit Application.**

An application shall be made at least sixty (60) days prior to the Event on a form published by the County Administrator or his designee. The applicant shall provide with their application an application fee (as established by the Board of County Commissioners by resolution), existing certificates of insurance, and evidence that the applicant has contacted and made arrangements to support the Event with the following:

- (1) Escambia County Sheriff.
- (2) Escambia County Department of Public Safety/Emergency Medical Services/Fire Rescue/911/Emergency Management.
- (3) Building Inspections.
- (4) Environmental Services.

- (5) Escambia County Risk Manager.

The form of application published by the County Administrator shall require the applicant to provide the following information:

- (1) The name, address and telephone number of the person requesting the permit;
- (2) The name and address of the organization or group he or she is representing;
- (3) The name, address and telephone number of the person or persons who will act as chairman of the Event and be responsible for the conduct thereof;
- (4) The number of the applicant's staff that will support the Event and the identifying marks, badges or symbols to be worn or used by the staff members;
- (5) The purpose of the Event, the estimated number of persons that will participate or otherwise attend, and the number and types of vehicles (if any) that will participate;
- (6) The method of notifying participants of the terms and conditions of the Event;
- (7) The date(s) the Event will take place and the hours it will begin and end;
- (8) The location of the Event, specific assembly and dispersal locations, the specific route(s) and the plans, if any, for disassembly and dispersal and parking;
- (9) A site plan, reviewed and approved by the Escambia County Director of

Development Services, showing the detail of any temporary construction such as stages, booths, lighting, etc.;

- (10) Whether any music will be provided, either live or recorded;
- (11) The number, types and locations of all loudspeakers and amplifying equipment;
- (12) Assurance that the applicant has made provisions for adequate law enforcement and emergency medical response, and that the applicant will conform to necessary fire prevention rules, regulations and guidelines;
- (13) Assurance that the applicant has made provisions for adequate potable water and toilet facilities for persons attending the Event;
- (14) Assurance that the applicant has made provision for garbage and litter cleanup associated with the Event during and after the Event in the specified area. For Events ending by 6:00 p.m., all cleaning activities shall be completed within six (6) hours after the end of the Event; and for Events ending after 6:00 p.m., all cleanup activities shall be completed by 8:00 a.m. the following morning. The assurance shall also include the positing of a bond that will be used to reimburse the County if the cleanup is not adequate. Adequacy of the cleanup effort will be assessed by the County Administrator or his designee;
- (15) Assurance that the applicant will cause all stages, booths, stands, signs and any other movable fixtures used during the Event to be removed immediately after the conclusion;
- (16) Such other information as the County Administrator or his designee may



deem necessary in order to properly provide for traffic-control, street and property maintenance and protect the public health, safety and welfare.

**Sec. 86-214. Insurance.**

The applicant shall obtain insurance for the Event with coverages and limits established by the Escambia County Risk Manager and subject to periodic revision. A Certificate of Insurance for coverage required by Escambia County shall be delivered to the Escambia County Risk Manager at least thirty (30) days prior to the beginning of the Event. Escambia County shall be named as an "Additional Insured" on the Certificate.

**Sec. 86-215. Bond.**

Escambia County shall require security for the Event in an amount to be set by the County Administrator or his designee. The security shall be a bond issued by a company authorized to do business in the State of Florida or a cash bond in the form of a cashier's check payable to the Board of County Commissioners of Escambia County. The security shall be used to indemnify and reimburse Escambia County, its agents and employees, against any and all claims or costs incurred from the preparations for, conduct or aftermath of the Event. The bond or check for the security required by Escambia County shall be delivered to the Escambia County Risk Manager at least thirty (30) days prior to the beginning of the Event.

**Sec. 86-216. Processing Application.**

Upon receipt of the completed application, the County Administrator or his designee shall review it and make the final determination to grant or deny the permit. The applicant shall be responsible for payment of all cost of public services provided in

support of the Event. Before a permit is issued, the applicant shall pay the estimated cost for public services provided in support of the Event and satisfy any other condition reasonably required by the County Administrator or his designee to protect the health, safety, and welfare of the property and the public.

**Sec. 86-217. Consideration of Application.**

The County Administrator or his designee shall approve applications when all conditions have been met and issue a permit unless it reasonably appears that the public health, welfare or safety will be endangered. Should the application be denied, the County Administrator or his designee shall issue a denial in writing and for good cause with the reason(s) for the denial fully stated. Good cause shall include, but is not limited to, failure to comply with the requirements dictated by the agencies listed in Section 86-213, conviction of a felony by the applicant or by a principal of an organization (except those applicants and principals whose civil rights have been restored) that evinces moral turpitude, or that the Event would cause a nuisance that threatens harm to persons or property in the surrounding community. Denial should be without prejudice for re-application if the basis for the denial is capable of being corrected or changed within a reasonable time prior to the Event. A copy of the denial should be sent to the applicant within three (3) days by the most expedient means available.

**Sec. 86-218. Revocation of Permit.**

The County Administrator or his designee shall have the authority to revoke a permit when the permittee fails to comply with any conditions required by the permit, any ordinance of Escambia County, Florida, or the laws of the State of Florida or the

United States, or the Event otherwise endangers public health, safety or welfare.

**Sec. 86-219. Petitions for Review.**

The applicant or permittee may petition the Board of County Commissioners to conduct a hearing to review the denial or revocation of a permit. All petitions must be accompanied by an affidavit setting forth the factual basis for the petition.

**Sec. 86-220. Review Hearing.**

All parties to the review hearing shall be sent written notice of the hearing. After considering the petition for review and hearing from the parties, the Board of County Commissioners shall either uphold the denial or revocation of the permit, approve the issuance of the permit, or approve the issuance of the permit upon the applicant's satisfactory compliance with additional requirements prescribed by the Board.

**Sec. 86-221. Violations: Remedies of the County.**

Events subject to this ordinance shall be prohibited until a permit is issued. Should the applicant or permittee violate the terms or conditions of the permit, proceed with the Event without a permit, or violate any ordinance of Escambia County or of any law of the State of Florida or the United States or knowingly allow those laws to be violated, such violation shall constitute a violation of this ordinance. Any such violation shall be prosecuted as provided by law, and Escambia County shall retain the right to assert and pursue any and all remedies, including but not limited to prosecution of a misdemeanor, as provided in Section 1-17 and injunctive relief, as provided in Section 1-19, Escambia County Code of Ordinances.

**Section 3. Severability**

If any section, sentence, clause or phrase of this ordinance is held to be invalid

or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this ordinance.

**Section 4. Inclusion in the Code.**

The provisions of this ordinance shall be incorporated in the Escambia County Code of Ordinances; and the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish its intent.

**Section 5. Effective Date.**

This Ordinance shall become effective on \_\_\_\_\_, 2015.

DONE AND ENACTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Steven Barry, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

(Seal)

Enacted: \_\_\_\_\_

Filed with Department of State: \_\_\_\_\_

Effective: \_\_\_\_\_

This document approved as to form  
and legal sufficiency.

By: [Signature]  
Title: Att. County Attorney  
Date: Dec. 17, 2014



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-7413**

**11.**

## **BCC Regular Meeting**

**Meeting Date:** 01/08/2015

**Issue:** Committee of the Whole Recommendation

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

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### **Recommendation:**

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the December 18, 2014, C/W Workshop, recommended that the Board take the following action:

A. Eliminate the following sites, which are north of Interstate 10, as a possible site for a Correctional Complex (C/W Item 4):

1. Site 1 - Vicinity: 1/2 mile north of Highway 196 and Highway 29 (Molino Area)
2. Site 2 - Vicinity: 2 1/2 miles north of Muscogee Road on Highway 29
3. Site 3 - Vicinity: Intersection of Becks Lake Road and Highway 29
4. Site 4 - Vicinity: Intersection of Interstate 10 and Beulah Road

B. Take the following action concerning aggressive panhandling (C/W Item 6):

1. Authorize the scheduling and advertising of a Public Hearing for consideration of adopting an Ordinance amending Escambia County's Open Container Ordinance and direct the County Attorney to draft the amendments in coordination with the Santa Rosa Island Authority;
2. Authorize the scheduling and advertising of a Public Hearing for consideration of adopting an Ordinance amending Escambia County's Panhandling Ordinance to create panhandling prohibition zones within a 1/2 mile east and west of Interstate 110, and north and south of all intersections of Interstate 110; and
3. Approve that the Board will assist the Sheriff with additional funding to enforce the Panhandling Ordinance; and

C. Offer County Administrator Jack R. Brown a three-year contract, with two one-year extensions, with a salary of \$170,000 per year (C/W Item 8).

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**Attachments**

CW Recommendation Backup

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# Request for Letters of Interest - Submittal 1

## Site 1

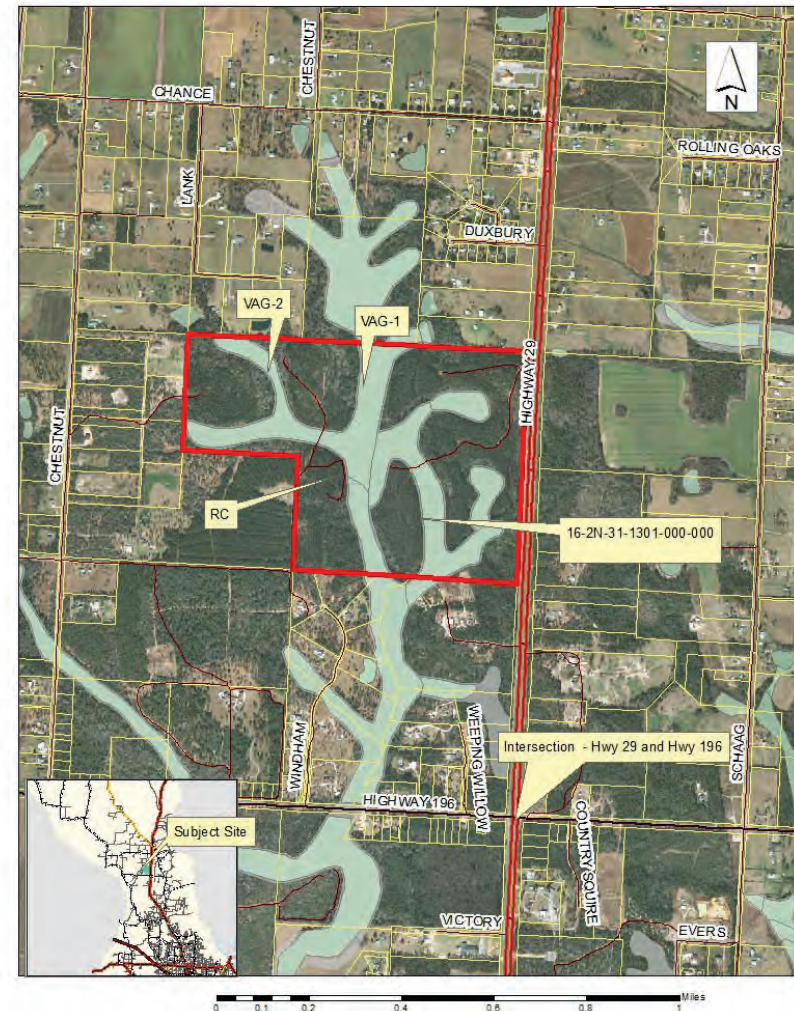
Site Vicinity – ½ Mile North of Hwy 196 & Hwy 29 (Molino Area)

### Pros

- Willing Seller
- Roadway access is available.
- Utilities are potentially available.

### Cons

- Distance
- Zoning and Future Land Use changes needed.
- Flood Zone and Wetlands on Property
- Substantial amount of rural residential development in the vicinity.



"This map was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not guaranteed accurate or suitable for any use other than that for which it was gathered."

# Central Commerce Park Phase II

## Site 2

Site Vicinity – 2½ Miles North of Muscogee Road on Hwy 29

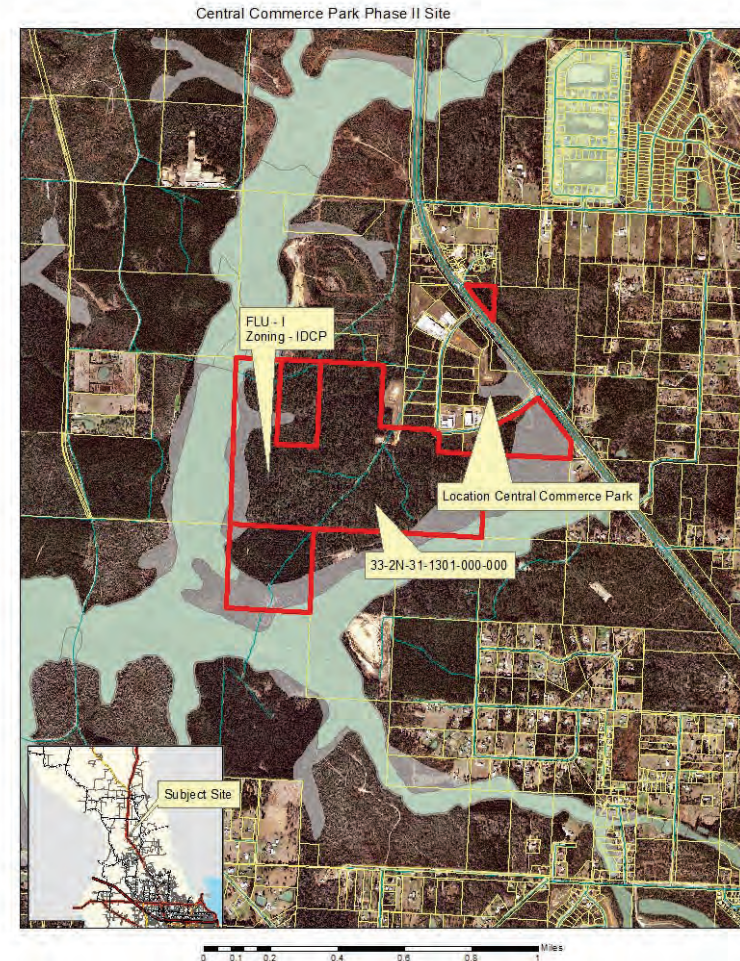
### Pros

- A Preliminary Master Plan has been drafted for the site (Phase II of the Central Commerce Park.)
- County-owned over 160 acres available (not in flood prone area.)
- Utilities potentially available.

### Cons

- Distance, (Fuel – Road Time, etc.)
- Elevation changes rapidly – Approximately 120 ft (NE part) dropping to 65 ft approximately (SW part.)
- Industrial Development Categories – Requires Public Future Land Use and Zoning.

Note: This site is within the DSAP Sector Plan Area



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# Request for Letters of Interest - Submittal 2

Site 3

## Vicinity – Intersection of Becks Lake Road & Hwy 29

### Pros:

- Parcel is substantial in size.
- Utilities are potentially available.
- Willing seller

### Cons

- Have to cross train tracks to get back to U.S. 29
- Future Land Use and Zoning would need change.
- The shape (parcel configuration) and existing vicinity development might pose as an obstacle.



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# Adjacent to Perdido Landfill

## Site 4

### Vicinity – Intersection of Interstate 10 & Beulah Road

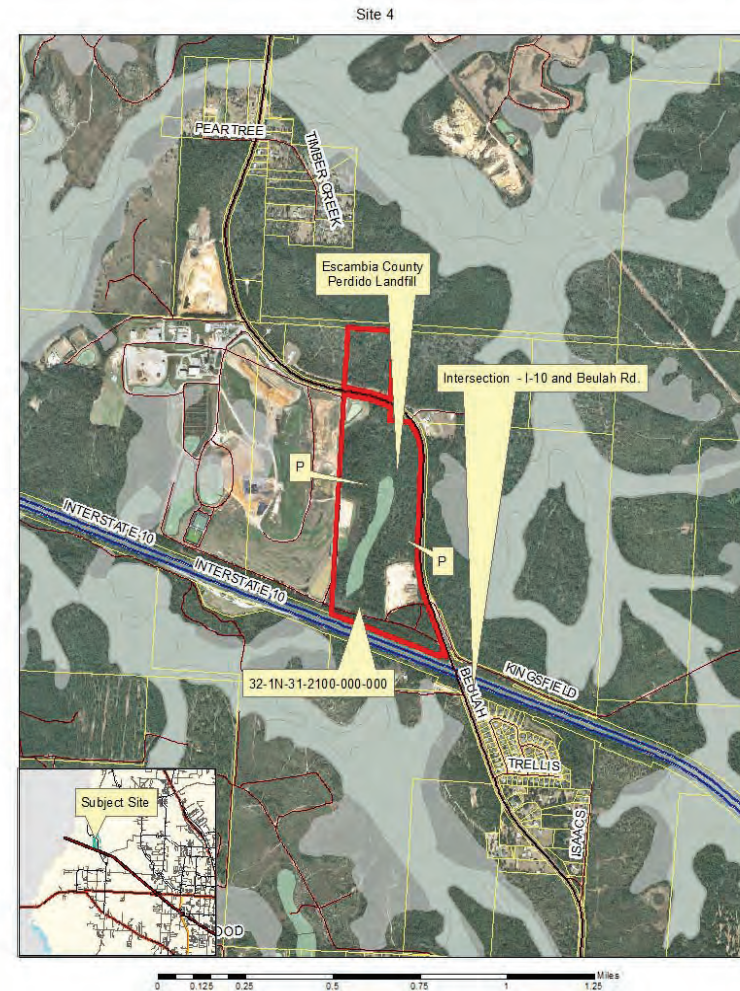
#### Pros

- Public Zoning and Future Land Use will allow jail development.
- Utilities are available.
- The site is County-owned.
- Less impact on public

#### Cons

- Distance, Fuel, Travel Time, etc.
- Adjacent to Perdido Landfill and plans already under consideration for this site by Escambia County.
- Wetlands are present.

Note: This site is within the DSAP Sector Plan Area



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# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-7411**

**Clerk & Comptroller's Report 12. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/08/2015

**Issue:** Minutes and Reports

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

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

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## **Recommendation:**

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 11, 2014; and

B. Approve the Minutes of the Regular Board Meeting held December 11, 2014.

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## **Attachments**

20141211 Agenda Work Session

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD DECEMBER 11, 2014  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:06 a.m. – 11:46 a.m.)

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

1. FOR INFORMATION: The agenda for the December 11, 2014, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda and County Attorney Rogers advised that the Written Communication Item on the Agenda will be dropped;
  - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk of Courts & Comptroller's Report;
  - C. Horace Jones, Interim Director, Development Services Department, reviewed the Growth Management Report and advised that he will be requesting that the Board drop the 5:46 p.m. Public Hearing and the Consent Agenda;
  - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report (CAR), with comments from:
    - (1) Colby Brown, Public Works Department, who provided an update regarding the status of the Transportation Disadvantaged Program in Escambia County;
    - (2) Ray Palmer and Ron Ellington, regarding CAR I-18, a recommendation concerning a Sports Tourism Study;

(Continued on Page 2)

## REPORT OF THE AGENDA WORK SESSION – Continued

### 1. Continued...

#### D. Continued...

- (3) Keith Wilkins, Director, Community & Environment Department, regarding CAR II-1, a recommendation concerning the Board's Agreement with Statecraft, LLC; and CAR II-24, a recommendation concerning Escambia County HOME Program Project Agreement with Northwest Florida Community Housing Development Corporation;
- (4) Donald Mayo, Director, Building Inspections Department, regarding CAR II-8, a recommendation concerning a transaction fee for acceptance of credit and/or debit card payments from the Building Inspections Department; and
- (5) Pat Johnson, Director, Solid Waste Management Department, regarding CAR II-27, a recommendation concerning the purchase of a vehicle for the Solid Waste Management Department;

E. County Attorney Rogers reviewed the County Attorney's Report (CAT), with comments from Steve Delgallo regarding CAT I-1, a recommendation concerning Governmental Facilities Leasing Corporation; and

F. Commissioner Robinson, Commissioner Underhill, and Commissioner Barry reviewed their add-on item(s), respectively.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7306

Growth Management Report 12. 1.

BCC Regular Meeting

Action

Meeting Date: 01/08/2015

Issue: At-Large Appointment to the Escambia County Planning Board

From: Horace Jones, Interim Department Director

Organization: Development Services

CAO Approval:

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### **RECOMMENDATION:**

#### **Recommendation Concerning an At-Large Appointment to the Planning Board**

That the Board approve appointing one of the following nominees to the Escambia County Planning Board to an at-large position, effective January 8, 2015, through April 5, 2016, to fill the unexpired term of Karen Sindel:

- A. Reid W. Rushing;
- B. Robert V. Goodloe;
- C. Bob Cordes; or
- D. Bobby Price.

**THE RESUME FOR BOBBY PRICE WILL BE DISTRIBUTED UNDER SEPARATE COVER.**

### **BACKGROUND:**

The Escambia County Land Development Code, Article 2, Section 2.12.02 and 2.12.03 specify two-year staggered terms of office for at-large members of the Planning Board. On April 3, 2014 Mrs. Sindel was re-appointed to serve a two-year term, effective April 6, 2014, through April 5, 2016. Mrs. Sindel resigned on November 17, 2014.

Mr. Rushing, Mr. Goodloe, Mr. Cordes and Mr. Price have expressed a desire to serve on the Planning Board. Their resumes are attached for your review.

### **BUDGETARY IMPACT:**

No budgetary impact are expected as a result of the recommended Board action.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

No additional personnel are anticipated for the implementation of this recommended Board action.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with the Section 1, B.1 Appointment Policy and Procedures, the Board of County Commissioners' Policy Manual, Board approval is required for all appointment/re-appointments to Boards/Committees established by the Board of County Commissioners. The requested action complies with the LDC Article 2, Section 2.12.02 and Section 2.12.03, pertaining to terms of office for at-large members of the Planning Board.

**IMPLEMENTATION/COORDINATION:**

Upon appointment of the at-large member by the Board, the appointee will serve the required terms of office and fulfill the duties.

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**Attachments**

Reid Rushing, Resume

Robert Goodloe, Resume

Bob Cordes, Resume

Ballot-Planning Board At-Large

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**Reid W. Rushing**  
**2100 Creighton Rd, Pensacola, FL 32504**  
**rrushing@mcgraw-ins.com**  
**(850) 476-3745**

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## SUMMARY OF QUALIFICATIONS

Business owner of Beck Partners Holdings, LLC, a local commercial real estate, property management company, facility management and insurance agency. Entrepreneur in the service and real estate industries. Solid foundation with budget forecasting, strategic planning and implementation methods.

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## PROFESSIONAL AFFILIATIONS

Global Learning Coalition	2014 – Present
CMPA Audit & Operations Committee	2010 – Present
PYP (Alumni) / PPDI	2008 – Present
Southern Youth Sports Association Board Member	2005 – Present
Florida Association of Insurance Agents	1994 – Present
Leadership Pensacola	2013
Young Agents Council, Member	2007 – 2008
Independent Insurance of Pensacola, Sec / Treas., VP & President	1997 – 1999
Florida Health Care Association, Disaster Preparedness Committee	1997 – 1998

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## EMPLOYMENT HISTORY

<b>Owner</b> <i>Beck Partners Holdings, LLC</i>	2014 – Present
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McGraw Insurance Services merged with Beck Property Co and Beck Facility Management in 2014.

<b>President</b> <i>McGraw Insurance Services, Pensacola, FL</i>	2008 – Present
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Purchased independent insurance agency in 2008.  
Implemented and administered agency management system, business strategy, growth objectives, sales management, product development, regional sales

<b>Service Development Manager/Agent</b> <i>Fisher-Brown, Inc., Pensacola, FL</i>	1994 – 2008
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Achieved 5 year average of 30% growth in New and Renewal Business  
Administers, Implements and Evaluates Client Programs utilizing Technical Resources and Services.

- Develops a strategy for risk management.
- Provides services for Workers Compensation mod analysis and remediation.
- Develops and administers client's web based communication, educational and resource center.

<b>Personal Lines Representative &amp; Small Business Agent</b> <i>Rodgers, Atkins, Gunter &amp; Associates</i>	1993 – 1994
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Employed while attending college.

- Responsible for Personal Lines and Small Business Account Development

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## EDUCATION

American Insurance Marketing & Sales Society, <b>CPIA</b>	2009
Dale Carnegie Course	2000
Florida State University, <b>Risk Management &amp; Insurance</b>	1995
Florida Association of Insurance Agents, <b>AAI</b>	1995



## **Robert V. (Vann) Goodloe**

16318 North Shore Drive ♦ Pensacola, FL 32507 ♦ (850) 492-0592

### **Qualifications**

Over 42 years of increasing senior management experience in the U.S. Navy, law firm administration and Chamber of Commerce. Three (3) years experience in Long Range Planning. Consistently met or exceeded personal and company goals. Remain active as a community volunteer.

### **Experience**

#### ***Pen Air Federal Credit Union, Pensacola, FL***

Supervisory Committee - 2005 to 2013

Ensure financial records are in order and that internal controls are in place to protect the assets of the credit union and its members (over \$1B in assets/ 93,000 members).

#### ***Pensacola Bay Area Chamber of Commerce***

Senior VP / Head, Armed Services Dept – 1999 to 2005

Concentrated on protecting and enhancing the military presence in a two-county region, the largest employer and economic anchor in the area.

#### ***Emmanuel, Sheppard & Condon, Pensacola, FL***

Firm Administrator - 1994 to 1999

Managed a TEAM of 65 non-lawyer staff personnel in support of 20 attorneys. Responsible for budgeting, hiring/termination and all employee benefits. Ensured compliance with all company procedures, policies, and appropriate regulations.

#### ***U.S. Navy***

Naval Aviator, Captain (06) – 1961 to 1993

Commanded two fleet helicopter squadrons (HM-16 and HM-12), was Commander, Training Air Wing FIVE at NAS Whiting Field and Commanding Officer, Naval Aviation Schools Command at NAS Pensacola just prior to retirement in July 1993. Retired as a Captain with more than 4000 flight hours.

### **Education**

**U.S. Naval Postgraduate School – Monterey, CA**

Bachelor of Arts, International Relations

**Armed Forces Staff College – Norfolk, VA**

### **References**

Available upon request

**Bob Cordes**

7416 Camale Drive  
Pensacola, Florida 32504  
850-444-6804 (W) 850-479-2898 (H)

Summary of qualifications:

**2008 - 2014 – Gulf Power Company (FPC), Facilities Manager**

This position is responsible for the operation, construction, and maintenance of 35 Gulf Power Company buildings. This position is responsible for a \$4.4 million O&M budget as well as a \$10 million Capital budget (This amount varies year-to-year). This department oversees multiple service contracts, insures building code and OSHA compliance and closely coordinates building operations with our security department. We are also responsible for the Facility Long Range Plan and we insure restoration of critical business operations in the event of major business disruptions.

I directly supervise two Building Specialists, an Interior Designer, a Business Analyst, and a Maintenance Supervisor who has 5 direct reports.

**1997 - 2008 – Gulf Power Company (FPC), Manager of Economic and Community Development:**

This position was responsible for all of Gulf Power Company's economic and community development programs as well as being the lead entity promoting regional economic development. I worked closely with Enterprise Florida and I served on their Practitioner's Advisory Board. I supported Susan Story and Governor Jeb Bush in their role as Vice-Chair of Enterprise Florida for a two year period. We successfully coordinated our region's portion of the State of Florida's Strategic Plan.

I started, planned, and coordinated Gulf Power Company's Annual Economic Symposium for eleven years. This is a two day seminar-type event that we host for local business and political leaders (approximately 600 attendees) from throughout Northwest Florida. This has become a signature event with many high-profile speakers. The Florida PSC members and their staff are regular attendees of this event.

I was the President of the Pensacola Bay Area Propeller Club from 2005-2006. This organization's main focus was to support the development of the Port of Pensacola. During the last year, we doubled our membership, hosted a regional convention in Pensacola, and were chosen Southeastern Club of the Year.

Gulf Power Company was one of the two founding members of Florida's Great Northwest (FGNW) which is a public/private partnership. I served as Treasurer for two years, Chairman of the Board for two years, and was the Interim Executive Director for approximately six months. FGNW is a sixteen county regional economic development organization that stretches from Tallahassee to Pensacola. During my tenure as

Chairman, we expanded our membership, doubled our budget and recruited several new industries to the area. This organization had an annual budget in excess of \$6million.

**1995-1996 – FPC Energy Efficiency Projects Supervisor:**

This position was responsible for evaluating residential conservation programs. During this time frame, we evaluated the pilot program called TRANSTEXT, which was one of the main energy conservation programs for Gulf Power Company as approved by the Florida Public Service Commission. I developed and issued a request for proposals for a full scale energy conservation (\$25 million) program that is now called Energy Select.

**1991 – 1995 – FPC Supervisor of Division Residential Sales:**

This position was responsible for implementing the company's residential conservation programs. I constantly worked with land developers and home builders in developing new subdivisions and figuring underground utility cost and promoting the Good Cents Program. During this time I was elected to the State of Florida Home Builders Association Board of Directors and served on the legislative affairs committee.

**1985-1991 – FPC Supervisor of Economic and Business Development:**

The main accountability of this position was to develop and maintain an effective industrial and business development program so that Gulf Power could assist existing companies expand and attract new companies to the service territory

**1983- 1985 – SCS, Senior Architect - Civil and Architectural Department:**

In 1983, I was selected to be the SCS coordinator for the Gulf Power Corporate Office Building Project in Pensacola, Florida. This project included the architectural selection process, contract negotiations, site development, land acquisition strategy, scheduling, drawing review, archaeological review, and on-site inspections. Additionally, I was able to assist the General Services Department with long-range plans for future building projects and rate case preparations.

**1977- 1983 – SCS, Senior Architect - Civil and Architectural Department:**

I advanced through four positions of increasing responsibility in an eight year period with various degrees of responsibility. I worked on several power plants within the Southern Company System including Plant Vogtle as the lead architect on the turbine building. From 1981-1983 I was the architectural department training coordinator for computer automated drafting. This included direct supervision of four computer operators and two draftsmen.

**Education:**

Hewitt-Trussville High School, Birmingham, Alabama 1972  
Auburn University Bachelor of Environmental Design - 1976  
Auburn University - Bachelor of Architecture - 1977  
University of Alabama Birmingham - Special Studies Real Estate Course - 1979  
National Council of Architectural Registration Boards Certificate - 1983  
Troy State University - Master of Science in Management - 1986  
University of North Carolina - Basic Economic Development Course - 1986  
Cleveland State University - Economic Development Institute - 1987  
University of Oklahoma - Economic Development Institute - 1988  
Green Building Institute – LEED-AP “Certified Professional” 2009

**Professional experience:**

Past Chairman of World Trade Council of Northwest Florida  
Past Chairman of Florida's Great Northwest  
Past Vice President of Florida Home Builders Association  
Past President of Pensacola Bay Area Propeller Club  
Past Vice-President Florida Economic Development Council  
Past Board Member of Florida Small Business Development Council  
Certified Building Contractor – State of Florida  
Registered Architect in Florida and Alabama  
LEED-AP

**Community activities:**

Past Northwest Florida Wildlife Sanctuary Board Member  
Past President of Northeast Pensacola SERTOMA  
Past District Governor of Blue Water SERTOMA (350 members)  
Member of American Institute of Architects  
Past Vice-Chairman of Pensacola Fourth of July Fireworks Committee  
Past President of Camale Homeowners Association

**References:**

Mr. Doug McCrary, Past President, Gulf Power Company  
Mr. Travis Bowden, Past President, Gulf Power Company  
Mr. J.T. Young, Director of Corporate Services, Gulf Power Company

**Hobbies:**

Golf and Home Remodeling



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

**BALLOT**

**PLANNING BOARD "AT LARGE"**

\_\_\_ **Reid W. Rushing**

\_\_\_ **Robert V. Goodloe**

\_\_\_ **Bob Cordes**

\_\_\_ **Bobby Price**

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Signature

Date



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**AI-7358**

**Growth Management Report 12. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/08/2015

**Issue:** Schedule of Public Hearing

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

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### **RECOMMENDATION:**

#### **Recommendation Concerning the Scheduling of Public Hearings**

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

#### **A. Thursday, January 22, 2015**

1. 5:45 p.m. - A Public Hearing - Comprehensive Plan Text Amendment - CPA-2014-02

#### **B. Thursday, February 5, 2015**

1. 5:45 p.m. - A Public Hearing to amend the official zoning map to include the following rezoning cases heard by the Planning Board on January 6, 2015.

**a. Case No.: Z-2015-01**

Address: 13922 River Road

Property Reference No.: 14-3S-32-1001-000-130

Property Size: 2.21 (+/-) acres

From: R-2PK, Residential District (Perdido Key), Medium Density (4.5 du/acre)

To: CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)

FLU Category: MU-PK, Mixed-Use Perdido Key

Commissioner District 2

Requested by: William Dyess, Agent for Helen Scarbrough, Owner

**b. Case No.: Z-2015-02**

Address: 13900 River Road

Property Reference No.: 14-3S-32-1001-000-129

Property Size: 1.72 (+/-) acres

From: R-2PK, Residential District (Perdido Key) medium density (4.5 du/acre)  
To: CGPK, (Perdido Key) Commercial Gateway District, High Density (12.5 du/acre)  
FLU Category: MU-PK, Mixed-Use Perdido Key  
Commissioner District 2  
Requested by: Linda Dunson Banta, Owner

2. 5:46 p.m. - A Public Hearing - LDC Revision

3. 5:47 p.m. - A Public Hearing - Navy Federal Credit Union Height Ordinance (First of Two Public Hearings)

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### **Attachments**

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7356

County Administrator's Report 12. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/08/2015

Issue: Request for Disposition

From: Janet Holley, Tax Collector

Organization: Tax Collector of Escambia County

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Escambia County Tax Collectors Office - Janet Holly, Tax Collector

That the Board approve the Request for Disposition of Property Form for the Escambia County Tax Collector's Office, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed items have been found to be outdated or non-working and of no further usefulness to the County/Tax Collector.

### **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 Tax Collector/County, and suitable to be auctioned or properly disposed.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

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

### **IMPLEMENTATION/COORDINATION:**



Upon approval of this recommendation, Tax Collector will dispose of items through approved methods.

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### **Attachments**

RFD

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector

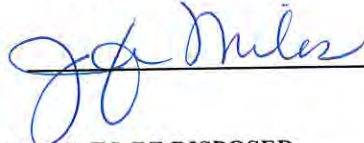
COST CENTER NO: \_\_\_\_\_

Jennifer Miles

DATE: 12/8/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 438-6500 x3244

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	50407-000	Remittance Server	9HJRN01	Poweredge 1400SC	2001	Bad
Y	47968-000	Printer Title	APL8700551	PL5412	1999	Unk
Y	40041-000	Tape Drive	46-15930980	NCR	1993	Unk
Y	49142-000	Optiplex GX110 Computer	81SLOOB	Optiplex GX110	2000	Bad
Y	52255-000	Laptop Computer w/Docking Station	7N70D11	C-840	2003	Bad
y	46017-000	Microfiche reader	n/a	9000 Bond R/P 42X Lens	1997	Bad

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): Bob Findley

Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC

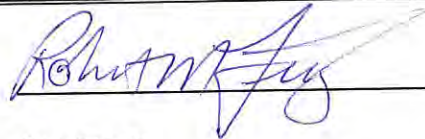
☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 12/8/2014 Information Technology Technician Signature: \_\_\_\_\_

Date: 12/8/2014

FROM: Escambia County Department Director (Signature):



Director (Print Name): Bob Findley

**RECOMMENDATION:**

TO: Board of County Commissioners

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

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7364**

**County Administrator's Report 12. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/08/2015

**Issue:** Interlocal Agreement between Escambia County and Santa Rosa County for Shared Use of Communications Infrastructure

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Interlocal Agreement between Escambia County and Santa Rosa County for Shared Use of Communication Infrastructure - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and Santa Rosa County for Shared Use of Communication Infrastructure, for the provision of allowing Santa Rosa County's Public Safety Radio System to reside on Escambia County's Public Safety P25 Digital Radio System Master Core:

A. Approve the Interlocal Agreement to enable Santa Rosa County Public Safety Radio System to reside on Escambia County's Master Core (Core) commencing upon the effective date upon filing with the Clerk of the Circuit Court of Escambia County, Florida, and continuing for a term of 10 years, to be automatically renewed for additional, successive 12-month periods until terminated by either party; and

B. Authorize the Chairman to sign the Agreement.

### **BACKGROUND:**

Escambia County Public Safety Department Motorola P25 Digital UHF Radio System includes an integrated computer Core. The Core hardware includes servers, routers, and computer switches associated with processing, routing, and managing digital radio transmissions. The Core is designed to support up to nine Dispatch Centers. This agreement establishes the provision that will allow Santa Rosa County's Public Safety Radio System to reside on Escambia's Core. The benefits of approving this agreement are as followed:

- Provide radio interoperability for Escambia and Santa Rosa County mutual aid responders utilizing disparate radio systems. Dissimilar radio frequencies can be patched through console operations that are located at Escambia and Santa Rosa Dispatch Centers, which

will allow for direct communications between responders regardless of channel assignment.

- Provides \$44,700 in annual savings savings to Escambia County as Santa Rosa County would share the annual maintenance cost of the system's Core. Additional, future system upgrades cost would also be shared.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristen Hual approved the documentation as to form and legal sufficiency on December 4, 2014.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Agreements require approval by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Upon BCC approval and proper execution, Tamika L. Williams, Public Safety Business Operations Division Manager, will ensure the appropriate originals are returned for file, Mike Moring, Public Safety Communications Division Manager, will oversee implementation of the Agreement and work in close cooperation with Santa Rosa County Public Safety Communications representatives.

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**Attachments**

Interlocal Agreement

Motorola Solutions Services Agreement

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**INTERLOCAL AGREEMENT BETWEEN  
SANTA ROSA COUNTY  
AND ESCAMBIA COUNTY  
FOR SHARED USE OF COMMUNICATIONS INFRASTRUCTURE**

This Interlocal Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Santa Rosa County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Santa Rosa"), with an administrative address of 6495 Caroline Street, Milton, Florida 32570, and Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia"), with an administrative address of P.O. Box 1591, Pensacola, Florida 32597.

**WITNESSETH:**

**WHEREAS**, Escambia and Santa Rosa have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, pursuant to §§163.01, Florida Statutes, et seq., Escambia and Santa Rosa are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, Escambia and Santa Rosa desire to enter into this Agreement setting forth the terms whereby the parties shall cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system.

**NOW THEREFORE**, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Section 1.     Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2.     Purpose of the Agreement. Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the parties shall cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety communications system.

Section 3.     Definitions. **P-25 public safety radio communications system:** The digital radio system that provides for communications to all Escambia County Public Safety entities, to include Emergency Communications Center, ECFR, EMS, and ECSO. The P25 system hardware includes; computer servers, base station radios, mobile and portable radios, site routers, microwave towers, microwave radios and dishes, and transmit/receive antennas.

**P25 Master Core:** The Master Core is housed at the Escambia Public Safety Building located at 6575 North "W" Street. "Core" hardware Includes servers, routers, and computer switches associated with processing, routing and managing digital radio transmissions. **User**

**Configuration Server (UCS):** Database management server used for creating and managing radio "talk groups" within the communications system.

Section 4. Responsibilities of the Parties.

The Parties shall cooperatively establish a technical means whereby Santa Rosa may operate six (6) Motorola P-25 radio sites utilizing Escambia's P25 Master Core. Escambia's existing **User Configuration Server (UCS)** will serve as the primary database server for all user configurations.

Escambia shall provide authorized Santa Rosa staff reasonable access to the UCS for user and system configuration.

Santa Rosa will provide a reliable network connection (microwave, fiber, wireless, common carrier and/or other means) between the Santa Rosa and Escambia network systems and shall, at all times, be responsible for maintaining network connectivity to the UCS.

Escambia will provide Santa Rosa with component rack and antenna mounting space for network connectivity at the Don Sutton Microwave Tower Site located at 2340B Crabtree Church Road. Additionally, Escambia will provide rack space only at the Englewood Microwave Tower Site equipment shelter located at 1218 West Cross Street.

The Parties shall take appropriate measures to prevent the programming of unauthorized radio communications within their respective jurisdictions.

The Parties shall cooperatively define and document preprogrammed interoperable talk groups within each jurisdiction in order to facilitate interoperability during disaster responses. Any other preprogrammed interoperable talk groups crossing jurisdictional boundaries shall require prior written authorization.

The Parties agree to work cooperatively to determine a mutually agreeable operational plan in the event of any system wide upgrades relating to the Master Core. Each Party will be solely responsible for any costs or expenses related to modification, repair, or replacement of their respective components that maybe required to accommodate system wide upgrades

The Parties shall at all times maintain their respective components in good working order. Each Party will be solely responsible for any maintenance costs or expenses related to repair or replacement requirements.

Section 5. Independence of Operations. The Parties hereto shall at all times maintain independent P-25 radio services within their respective jurisdictions.

Section 6. Service Agreement. Escambia previously entered into a Fixed Equipment Service Agreement with Motorola Solutions, Inc., to provide network support services for Escambia's P-25 public safety communications system. (See Motorola Services Agreement and Customer Support Plan, attached hereto and incorporated herein as Exhibit A.) If said Service Agreement is terminated or modified, Escambia shall provide notice of such termination or modification to Santa Rosa.

Section 7. Maintenance Fee. In exchange for the use of Escambia's Motorola Master Core and existing UCS, Santa Rosa agrees to pay one half of the monthly recurring service fee for the Fixed Equipment Service associated with the Master Core as provided by Motorola Solutions, Inc., pursuant to the Motorola Services Agreement and Customer Support Plan attached as Exhibit A.

Section 8. Permits. The performance by either party under this Agreement shall be subject to and contingent upon receipt of all permits or other federal, state or local governmental authorizations ("Permits") necessary for the use of the Facilities and Equipment, including, but not limited to, any building permits, zoning allowances, variances, special use permits or other permits.

Section 9. Compliance with Laws. The Parties agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement now in effect or hereafter enacted as the same may apply to the use of the Facilities and Equipment, and shall obtain any necessary licenses, permits and other approvals required of the use of said Facilities and Equipment. The Parties further agree to cooperate in obtaining such licenses, permits, and approvals. Each Party shall be responsible for compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain to each Party's respective components of the Facilities and Equipment

Section 11. Effective Date. This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement.

Section 12. Term. This Agreement shall commence upon the effective date and continue for a term of 10 years. Thereafter, this Agreement shall automatically renew for additional, successive twelve month periods until terminated by either party as provided herein.

Section 13. Termination. Either party may terminate this agreement with or without cause upon providing at least three hundred sixty-five (365) days prior written notice to the non-terminating party. Such termination shall be effective three hundred sixty-five (365) days following the receipt of such notice by the non-terminating party.

Section 14 Removal/Separation. Within one hundred and eighty (180) days after the effective date of termination, the Parties shall separate all network system configurations. Each Party will be solely responsible for any costs or expenses related to modification, repair, or replacement of their respective facilities and equipment as may be necessitated by the system separation.

Section 15. Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

Section 16. Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may,

without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 17. Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Section 18. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 19. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 20. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 21. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 22. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 23. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Escambia County  
County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

Santa Rosa County  
County Administrator  
Santa Rosa County  
6495 Caroline Street, Suite M  
Milton, FL 32570



Section 24. Prior Agreements Superseded. This documents incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 25. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 26. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

**Escambia County, Florida, Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

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

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

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

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

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

(Seal)

Approved as to form and legal  
sufficiency  
By/Title: \_\_\_\_\_  
Date: 12/21/14

**Santa Rosa County, Florida, Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: \_\_\_\_\_

Don Salter, Chairman

(Seal)

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

**ATTEST:**

BCC Approved: November 13, 2014

By: \_\_\_\_\_  
Donald C. Spencer, Clerk of Court



**MOTOROLA SOLUTIONS**

## SERVICES AGREEMENT

Attn: National Service Support/4th fl  
1301 East Algonquin Road  
(800) 247-2346

Contract Number: S00001018872  
Contract Modifier: RN01

Date: 02/13/2014

Company Name: Escambia County  
Attn:  
Billing Address: 6575 N "W" St  
City, State, Zip: Pensacola, FL, 32505  
Customer Contact:  
Phone:

Required P.O.: No  
Customer #: 1000960155  
Bill to Tag #: 0001  
Contract Start Date: 10/01/2014  
Contract End Date: 09/30/2017  
Anniversary Day: Sep 30th  
Payment Cycle: MONTHLY  
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
		***** Recurring Services *****			
1	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	\$3,055.60	\$110,001.60	
	SVC051AD	ASTRO25 MASTER SITE			
2	SVC060AD	ASTRO25 DISPATCH SITE			
	SVC01SVC1102C	DISPATCH SERVICE	\$969.28	\$34,894.08	
1	SVC076AD	ASTRO25 MASTER SITE			
20	SVC079AD	ASTRO25 REMOTE SITE			
2	SVC084AD	ASTRO25 DISPATCH SITE			
	SVC01SVC1103C	NETWORK MONITORING SERVICE	\$856.21	\$30,823.56	
1	SVC041AD	ASTRO25 MASTER SITE			
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE	\$3,440.53	\$123,859.08	
1	SVC032AD	ASTRO25 MASTER SITE			
20	SVC035AD	ASTRO25 REMOTE SITE			
2	SVC040AD	ASTRO25 DISPATCH SITE			
	SVC01SVC1108C	INFRASTRUCTURE REPAIR	\$1,414.76	\$50,931.36	
20	SVC068AD	ASTRO25 REMOTE SITE			
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE	\$15,852.13	\$570,676.68	
1	SVC085AD	ASTRO25 MASTER SITE			
20	SVC088AD	ASTRO25 REMOTE SITE			
2	SVC093AD	ASTRO25 DISPATCH SITE			
	SVC02SVC0127A	NICE GOLD PACKAGE	\$1,179.57	\$42,464.52	
1		SITE(S)			
	SVC04SVC0016C	SECURITY UPDATE SERVICE	\$686.63	\$24,718.68	
1	SVC973AE	SUS MASTER SITE STANDARD			
2	SVC976AE	SUS DISPATCH STANDARD			
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$27,454.71	\$988,369.56
			Subtotal - One-Time Event Services	\$ .00	\$ .00
			Total	\$27,454.71	\$988,369.56

**EXHIBIT**

**A**

tabbies

	Taxes	-	-
	Grand Total	\$27,454.71	\$988,369.56
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
	<b>Subcontractor(s)</b>	<b>City</b>	<b>State</b>
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
	NICE SYSTEMS INC	RESTON	VA
	COMMUNICATIONS ENGINEERING SERVICES INC	PENSACOLA	FL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
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Joseph Kitchens	205 746-9678
-----------------	--------------

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name: Escambia County  
Contract Number: S00001018872  
Contract Modifier: RN01  
Contract Start Date: 10/01/2014  
Contract End Date: 09/30/2017

## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010





***MOTOROLA SOLUTIONS***

**MOTOROLA CUSTOMER SUPPORT PLAN**

Prepared For :

**ESCAMBIA COUNTY**

**6575 N "W" ST**

**PENSACOLA, FL 32505**

## REVISION HISTORY

The following table lists the revision history of this document. The information contained in this document is subject to revision and is intended to be reviewed and updated periodically.

# **TABLE OF CONTENTS**

- 1. Introduction**
- 2. Overview of Services**
- 3. Warranty and/or Service Information**
- 4. How to Obtain Services**
- 5. Above Contract Services**
- 6. Glossary of Terms**
- 7. Severity Level Definitions**
- 8. Customer Contacts**
- 9. Site Summary**

## 1. Introduction

Your Customer Support Plan contains everything you need to know in order to take advantage of the services provided in your contract. This support plan was designed to help transition you from the pre-sales, staging, and installation phases to the delivery of life cycle support services for your system. Motorola Service professionals share a single, simple commitment - to deliver the most optimal and efficient solutions, made operational with attention to quality and measurable against key metrics. Motorola's Services organization is ready with the right combination of innovation, experience, process discipline and resources to provide you with the best support for your network.

You can be confident that you will receive the highest level of service, as you would expect from the world's communication leader. Our attention to quality and security has its roots in Motorola's storied pioneering of Six Sigma and dedication to best practices frameworks including ISO9001, TL9000, ITIL and FM with a future direction to move towards LEAN. Motorola has also received two Malcolm Baldrige National Quality Awards. Our commitment to quality assures our customers of the very finest and most timely service available.

Motorola has a corporate-wide standard in place which we refer to as 5NINES: SYSTEM AVAILABILITY. Our ability to provide highly available, easy-to-use systems is critical to our fundamental objective of total customer satisfaction and our position as a communications industry leader. 5NINES, or 99.999% availability (no more than 5 minutes total downtime per year), is the telephony standard to which all Motorola wireless systems aspire. We are committed to a new design culture, ease of use and operational simplicity, robustness metrics, and common platforms and network architecture.

The Terms and Conditions of your Agreement and all its other Exhibits will take precedence over this Customer Support Plan. In case of any contradiction, please contact the Motorola representative(s) below.

Please take a moment to review your Customer Support Plan. Your Account Executive or Customer Support Manager can answer any further questions you may have.

### **Customer Support Manager**

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of your support contract (maintenance or warranty) by serving in the role of customer advocate. They serve as a point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

Any changes to the information in this document should be communicated to your Customer Support Manager as soon as possible.

Your Customer Support Manager is:	<b>Thomas Slaughter</b>
Phone:	<b>803-417-4349</b>
Email:	<b>krnc74@motorolasolutions.com</b>

### **Account Manager**

Your Account Manager serves as your contact for information on new products and services, expansion of communications to meet growth needs for your organization, and ensure your satisfaction

Your Account Manager is:	<b>Richard Shelby</b>
Phone:	<b>251-583-1071</b>
Email:	<b>richard.shelby@motorolasolutions.com</b>

## 2. Overview of Services

This section briefly describes the services ESCAMBIA COUNTY will receive under your contract. For further details, on the terms of your contract or your contracted Statement of Work, please contact your Customer Support Manager or Account Executive.

### **Dispatch Service**

The System Support Center's (SSC) Call Center Operations is the central point of contact for all your technical customer service requests. Their function is to manage all calls so the request will be tracked and monitored from beginning to end, via the Case management process. With detailed accounts of each customer system at our fingertips, Customer Support Representatives are trained to prompt the caller for information necessary to understand the situation and determine the next steps to be taken. The team tracks the status of your Case and ensures that all personnel involved have access to your information. If a problem is experienced during the Case management process, the Customer Support Representative may escalate the issue to the appropriate service management team. Appropriate action will be taken to resolve the issue and ensure customer satisfaction and Motorola compliance to our contracted commitments.

### **Network Monitoring Service**

#### **Network Monitoring Service**

With Network Monitoring Service, your System is electronically monitored for Events that are detected and forwarded to the Motorola System Support Center using the Integrated Network Management? tools. The System Support Center is staffed with highly trained technologists, who acknowledge the Event, run available diagnostic routines, initiate an appropriate response.

### **Onsite Infrastructure Response**

If the Call Center Operations determines that hands-on support is needed to resolve the problem, they will dispatch the appropriate Motorola Local Service Provider to perform repairs, such as exchange frus, or take other appropriate action.

OnSite Infrastructure Response provides for on-site Motorola Local Service Provider response as determined by pre-defined severity levels and response times in Section 7 of this document. Severity 1 issues are dispatched twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.

The standard Response time is 4 hours or less for Severity 1 events.

### **Infrastructure Repair**

In the event the Motorola Local Service Provider finds a malfunctioning board/unit at the site location, the Motorola Local Service Provider will contact the System Support Center's Call Center to request a return authorization (RA) number. The Motorola Local Service Provider will remove the malfunctioning board/unit and ship to the Infrastructure Depot Operations Center (IDO) in Elgin, IL for repair.

Upon receipt of malfunctioning equipment, the Infrastructure Depot Operations (IDO) will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair or other third party vendor for repair. Motorola will coordinate and track third-party equipment sent to the original equipment manufacturer or third party vendor for service.

Once the equipment is received from the IDO, the Motorola Local Service Provider will either re-install the equipment or return to the customer's spare inventory.

### **Advanced Replacement**

Upon availability, Motorola will send via overnight delivery service an advanced field replacement unit(s) (FRU) in

exchange for your malfunctioning unit(s). Motorola's IDO will provide new or reconditioned units as FRU. Malfunctioning unit(s) are evaluated and repaired by the IDO and returned to the IDO's FRU inventory upon completion of repair. Non-standard configurations and Customer-modified units are excluded from this service.

### **Technical Support**

Technical Support is available 7 days a week, 24 hours a day for Severity 1 issues, as defined in Section 7. The Motorola System Support Center's (SSC) staff will work with your local service organization or technicians to handle questions related to your Motorola 2-way communications system. The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products for resolution.

### **Pre-Tested Software Subscription**

Pre-Tested Software Subscription provides updates of the latest anti-virus definition, intrusion signature files and OS Patches that have been pre-tested on a Motorola test system to ensure they do not interfere with radio system functionality. Pre-tested updates will be made available as necessary, however, an outbreak of malicious code that is deemed a significant threat to the Astro 25 radio network will cause a priority test cycle to occur which will release anti-virus definition updates within 24 hours.

### **NICE Gold Maintenance**

Motorola System Support Center (SSC) will initiate the Customer service request to NICE. NICE will deliver services identified in the NICE Maintenance tables provided in the SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE Logging Equipment integrated within a Motorola network or Vortex console.

### 3. **Warranty and/or Service Agreement Information**

Customer Number: 1000960155

Billing Tag: 0001

#### **Service Agreement Information**

Infrastructure Service Agreement number: S00001018872 RN01

Fixed equipment Service Agreement start date: 01-OCT-14

Fixed equipment Service Agreement end date: 30-SEP-15

## 4. How To Obtain Services

### How To Obtain Network Monitoring Service

Action	Information
Network Monitoring Notification of System Events for system types: SMARTZONE ASTRO25 7_9	Upon receipt of an Event, the Network Monitoring Operations Team will create a Case and determine the severity level based on the definitions in Section 7.
	The Network Monitoring Operations Team will begin to diagnose an event by interrogating the system via the dedicated or dial up connection to the system.
	If remote fix is not possible, comments will be added to the Case and the Dispatch Operations center will follow the procedures for Dispatch Service for on site response.

### How To Obtain Dispatch Service

Action	Information
Call the System Support Center	1-800-323-9949
Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at this time. Time available for call back Email address
Standard Response Time	<u>RESPONSE</u> Severity 1: 4 hours Severity 2 * 4 hours Severity 3 * 1 day <i>*Standard Business Days/See Section 7 for Severity Level definitions.</i>
Case Number Generated	Caller will receive a Case number for tracking the service request.



Check Status	The caller may check the status of a Case at any time by calling the System Support Center at. 1-800-323-9949
Case Number Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Notification of CASE Activity	<p>The following persons at ESCAMBIA COUNTY will be notified when the following events occur on a Case: Open, Closure</p> <p>Both Severity 1 and Severity 2 Notifications will be sent 7 x 24</p> <p>The people will be notified via pager or email as indicated below:</p> <p>Name: Mike Moring Text Msg: Email: mltmoring@co.escambia.fl.us</p>
Coordination of Repair	<p>The Motorola Local Service Provider will exchange FRUs/components/assemblies, or take other appropriate action to restore the system.</p> <p>If the problem is found to be power related, ESCAMBIA COUNTY will be responsible to coordinate the resolution.</p> <p>If the problem is found to be antenna, or telco related, ESCAMBIA COUNTY will be responsible to coordinate the resolution.</p> <p>If the problem is found to be telco related, ESCAMBIA COUNTY will be responsible to coordinate the resolution.</p>
Verification	Once the issue is resolved, the Motorola Local Service Provider will call the SSC Call Center to request verification.

Case Number Closure	Once the issue has been verified, the Motorola Local Service Providers repair notes will be documented in the Case and the Case will be closed.
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### How to Obtain Technical Support

Action	Information
Call the System Support Center	1-800-323-9949
Case created	Caller will receive a Case number
Technical Support Response Times	<u>RESPONSE*</u> Severity 1: Within 1 hour Severity 2: Within 2 hours Severity 3: Within 24 hours * Severities Defined in Section 7
Problem Diagnosis & Issue Resolution	<p>The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan.</p> <p>If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products.</p>
Case Closed	Upon resolution of the issue, the SSC will close the Case.

### How to Obtain Infrastructure Repair

Action	Information
Retrieval of Equipment	The procedures for Dispatch Services will be followed and the Motorola Local Service Provider will retrieve the malfunctioning equipment.
Ship to IDO	The Motorola Local Service Provider will obtain a Return Authorization (RA) number, and ship the equipment to the IDO for repair.

Repair of Equipment	The IDO will receive the equipment, system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. If the equipment is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) or third party vendor for repair.
Return of Equipment	IDO will return repaired equipment via FedEx or UPS' 2 day delivery service. Return delivery is paid by Motorola.
Re-install of Equipment	The Motorola Local Service Provider will either re-install the serviced unit or return the equipment to your spare inventory.

### How to Obtain Advanced Replacement Service

Action	Information
The procedures for Dispatch Service will be followed.	If during the delivery of Dispatch and OnSite Infrastructure Response services, the Motorola Local Service Provider identifies the need for an advanced replacement unit(s) FRU, the Motorola Local Service Provider will call the SSC and request an exchange board.
Provide Information	<p>The Motorola Local Service Provider will provide the component description, model number, serial number, type of system and firmware version, and site location FRU is to be delivered.</p> <p>Customer must provide a purchase order number for billing for any additional costs. Typical charges are for components not returned, or shipments and handling charges outside of normal business hours.</p>
FRU shipment	<p>FRU will be programmed to customer's template, if provided. If no template is provided or is not usable, a generic template will be used.</p> <p>FRU are shipped next day air via Federal Express Priority Overnight or UPS Red unless otherwise requested. Shipments other than these programs, NFO (next flight out), are subject to additional charges.</p> <p>Motorola pays shipping and handling charges during normal operating hours of Monday through Friday 7:00am to 7:00pm CST. Anything outside of these hours are subject to additional</p>

	<p>shipping and handling charges.</p> <p>Motorola will provide a return air bill with the FRU for return the malfunctioning unit.</p>
Ship Malfunctioning Unit to IDO	<p>After receiving the IDO's FRU, the Motorola Local Service Provider will package the malfunctioning unit and ship it to the IDO within 5 days.</p> <p>Please reference the return air bill to ensure proper tracking of the return.</p>
Install the Exchange FRU	The Motorola Local Service Provider will install the FRU or replenish spare inventory.

### How to Obtain Pre-Tested Software Subscription

Action	Information
Weekly Updates	Motorola will pre-test the latest security software updates and make them available on the Motorola website every Tuesday or upon successful completion of testing.
High Priority Updates	Motorola will pre-test urgent anti-virus updates and make them available on the Motorola website within 24 hours of commercial supplier's updates being available.
Notification	<p>Email notification confirming availability of updates will be sent to:</p> <p>Security Contact: Mike Moring</p> <p>Email:</p> <p>Phone #: mtmoring@co.escambia.fl.us</p> <p>Mobile/Pager #:</p>
Download Updates	<p>Log into Motorola Website at <a href="https://compass.motorola.com">https://compass.motorola.com</a></p> <ol style="list-style-type: none"> <li>1.) Enter User ID</li> <li>2.) Enter Your Password</li> </ol>

	Download pre-tested updates from the website (instructions for downloading or obtaining updates are available on the website)
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### How to Obtain NICE Gold Service

Action	Information
Call the System Support Center	1-800-323-9949 (Select Option 1)
Provide System ID	Site ID(s): System / Name(s): Site Address: Monitored:
Provide Your Information	Caller Name Contact Phone Number Serial Number Description of problem Email address
Standard Response Time	RESPONSE Initial contact with NICE will take place at time of warm transfer additional response times and severity levels defined in SOW
Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 (Select Option 1).
Case Number Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.

Notification of CASE Activity	<p>The following persons at ESCAMBIA COUNTY will be notified when the following events occur on a Case: Open, Closure</p> <p>Both Severity 1 and Severity 2 Notifications will be sent 7 x 24</p> <p>The people will be notified via pager or email as indicated below:</p> <p>Name: Mike Moring Text Msg: Email: mtmoring@co.escambia.fl.us</p>
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## **How to Obtain Reports**

### Dispatch Services Reporting

Your Customer Support Manager will provide Activity Reports on a periodic basis.

## 5. Above Contract Services

Services that need to be performed that are not covered by the Agreement are considered 'above contract' and are billable to ESCAMBIA COUNTY . Any above contract work must be authorized or work will not be billable and cannot be performed. Please refer to your Agreement for the Statements of Work and Terms and Conditions for the services that ESCAMBIA COUNTY has purchased

The following person will be contacted for approval on above contract work:

**Above Contract Customer P.O. Authorization:**

Name: Mike Weaver

Phone: (850) 471-6411

Fax:

## 6. Glossary of Terms and Acronyms

**CASE NUMBER:** The number assigned to a customer's request for service. The SSC Call Center electronically tracks all Case Numbers to assure customer satisfaction.

**CSM:** Customer Support Manager

**CSP:** Customer Support Plan

**ETA:** Estimated time of arrival is an estimate of when the field technician will arrive at the customer's site.

**FRU (Field Replaceable Unit):** A FRU is a Field Replaceable Unit which is any module or board which can be removed from a piece of fixed equipment and exchanged with an identical module or board.

**IDO:** Infrastructure Depot Operations

**MOTOROLA LOCAL SERVICE PROVIDER:** A Motorola authorized service provider or a Motorola Field Technical Representative.

**RA:** Return Authorization needed by the System Support Center prior to sending equipment in for repair.

**RESPONSE:** Response times are defined as having an on-site technician, a remote systems technologist or a remote network specialist having taken assignment of the issue and working on the system.

**RSC:** Radio Support Center

**RSS:** Radio Service Software

**SEVERITY:** Each incoming call is assigned a severity level of Severity One, Two, or Three. Severity levels determine the Response Time Commitments. See Section 7 for your Severity Level definitions.

**SSC:** System Support Center

## 7. Severity Level Definitions

Severity Level Matrix	
Severity Level	Problem Type (If applicable)
Severity 1	Major System Failure Dispatched 7 x 24 x 365 days. 33% degraded
Severity 2	Significant System Impairment Dispatched 8 x 5 Monday - Friday, standard business days
Severity 3	Technical Question = Upgrades or intermittent problems, System problems presently being monitored Parts Question Technician is not on site, has questions concerning a problem. Work to be performed at a later time. 8 x 5 Monday - Friday, standard business hours
Severity 4	Scheduled Maintenance, Scheduled upgrades

**NOTE:** The above severity level definitions do NOT apply to the Managed ISSI service. Please refer to the Managed ISSI Statement of Work (SOW) for applicable severity definitions



## SmartZone and SmartZone/OmniLink INM Severities

### SEVERITY 1 EVENTS

<b>Events</b>
<b>Database Server Down</b>
<b>User Server Down</b>
<b>UCS Server Down</b>
<b>Switches - all remote sites to Site Trunking</b>
<b>ZC1 - Zone Controller Down</b>
<b>ZC / M - Zone Manager Down</b>
<b>Interzone Issues (OL System Only)</b>
<b>Port Issues</b>
<b>CEB Issues</b>
<b>Ambassador Links and Slots</b>
<b>Zone Controller</b>
<b>MUX</b>
<b>Internet / Router Issues</b>
<b>Internet Link issues</b>
<b>Sites Down - Site Unknown/Not Wide/Failsoft</b> Occurrence >= 5 minutes, 3 occurrences in 30 minutes, 5 occurrences in 60 minutes
<b>Synch Cards</b>
<b>Agents (SSC )</b>

Trap Forwarder (SSC )
DIU / CIU if $\geq 33\%$ Down
$\geq 33\%$ of Site Channels Down
$\geq 33\%$ down of any Severity 2 device
Intermittent problems <u>#/time</u>
Base A/D/I Path
BaseDIRPath
TAC A/I/DI Path

<b>!</b>	<b>NOTE</b>	All <b>Severity 1</b> events that are $\geq 33\%$ are dispatched on a 24x7 basis. All other events will be treated as Severity 2.
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### SEVERITY 2 EVENTS

<b>Events</b>
<b>Zone Manager</b>
<b>New Fault</b> ** If remote restoration is not possible, then the event is upgraded to a <b>Severity 1</b>
<b>Intermittent problems</b>
<b>DIU</b> - Single Site Channels Down
<b>CIU</b> - Single Site Channels Down
<b>Wireline</b> - Single Site Channels Down

<b>Rx / Tx / RTIB / TIB / RIB / Base Stations - Single Site Channels Down</b>
<b>All Other Issues - TBD</b>

<b>!</b>	<b>NOTE</b>	All <b>Severity 2</b> events are dispatched on a Same Business Day (SBD) schedule, Monday - Friday from 8:00am - 5:00pm.
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## 8. CUSTOMER CONTACTS

*Please contact CSM if any of the information provided below has changed.*

### **Customer Information**

#### **Customer:**

ESCAMBIA COUNTY  
6575 N "W" ST  
PENSACOLA, FL 32505  
US

#### **Above Contract PO Authorization:**

Mike Weaver  
mdweaver@co.escambia.fl.us  
Phone: (850) 471-6411

#### **Contact for Service Escalations:**

Larry Sims  
larrysims@cesteamone.com  
Work: (850) 698-0245

#### **Customer Communications Director**

Mike Moring  
Work: (850) 471-6315  
mtmoring@co.escambia.fl.us

**Network Preventative Maintenance Schedule**

Site ID	NPM Date
---------	----------

**SIDE 1****Call Center Operations 1-800-323-9949**

## ESCAMBIA COUNTY

### Service Call Procedure for Fixed Infrastructure

**To Place a Service Call...**

Step	What you need to do:	Information to Provide
1	Call Motorola Call Center Operations	1-800-323-9949
2	Provide Your Customer Name	ESCAMBIA COUNTY
3	Type of Request	"I would like to open a service call."
4	Provide System & Site ID #	See Side 2 of this card
5	Identify the Severity Level	See Severity Table below
6	Your Name and Telephone Number	
7	Description of the Problem/Failure	As detailed as possible.
8	Record the Service Case Number provided to you by Motorola Call Center Operations for service call tracking purposes.	
	If on site support is required to resolve the service request, the Motorola Call Center Operations will dispatch the appropriate local field service provider.	
	<b>To Inquire on the Status of a Service Call...</b>	
1	Call Motorola Call Center Operations	1-800-323-9949
2	Provide Your ?Customer? Name	ESCAMBIA COUNTY
3	Provide Type of Request	"I would like to check on the status of a service call."
4	The Service Case number assigned at the time the service call was opened.	The number you documented in Step #8

**SEVERITY LEVELS****Standard Severity & Response Times**

Level	Response	Definition
Severity 1	4 hour Response	System/site down or extremely degraded
Severity 2	4 hour Response*	Degraded system/site

Severity 3	1 day Response*	Non emergency, non user effecting
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\*Standard Business Days, Mon-Fri 8:30 a.m. - 4:30 p.m.. Local Time, excluding Motorola holidays.


**MOTOROLA SOLUTIONS**
**SIDE 2**
**Call Center Operations 1-800-323-9949**

SmartZone/OmniLink Sites

**SYSTEM ID#                      SITE NAME & ADDRESS**

SZ045A1	EOC Master 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1CV03	4H 4810 W 9 MILE RD , PENSACOLA, FL 32526
SZ045A1CV19	Big Lagoon 12950 GULF BEACH HIGHWAY , PENSACOLA, FL 32507
SZ045A1CV15	Don Sutton 2340 CRABTREE CHURCH RD , MOLINO, FL 32577
SZ045A1CV18	Englewood 1218 W CROSS ST , PENSACOLA, FL 32501
SZ045A1CV02	ECISO 1700 W LEONARD ST , PENSACOLA, FL 32501
SZ045A1CV11	Exchange Park 3200 E LAKEVIEW AVE , PENSACOLA, FL 32503
SZ045A1CV09	Fire Station 200 W GREGORY ST , PENSACOLA, FL 32502
SZ045A1CV16	North 7955 BRATT RD , CENTURY, FL 32535
SZ045A1CV12	Pipeline 5725 PIPELINE RD , PENSACOLA, FL 32505
SZ045A1CV07	Scenic Heights 1522 WOODCHUCK AVE , PENSACOLA, FL 32504
SZ045A1CV04	Walnut Hill 5026 ARTHUR BROWN RD , WALNUT HILL, FL 32568
SZ045A1CV10	Warrington 590 W WINTHROP AVE , PENSACOLA, FL 32507
SZ045A1CV08	Gulf Breeze 311 FAIRPOINT DR , GULF BREEZE, FL 32561
SZ045A1CV14	Gonzalez 390 90 9 RANCH RD , CANTONMENT, FL 32533
SZ045A1CV06	Molino



	3470 N HIGHWAY 29 , CANTONMENT, FL 32533
SZ045A1CV05	Century 6800 BLACKMONST , CENTURY, FL 32535
SZ045A1CV13	PS Tower 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1CV17	WSRE 1295 W FAIRFIELD DR , PENSACOLA, FL 32505
SZ045A1D1	EOC Dispatch 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1D2	ECSO Dispatch 1700 W LEONARD ST , PENSACOLA, FL 32501
SZ045A1CV01	EOC 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1CV20	Monapole 1700 W LEONARD ST , PENSACOLA, FL 32501
SZ045A1D1_(NICE)	EOC Dispatch_(NICE) 6575 N "W" ST , PENSACOLA, FL 32505

SmartZone/OmniliNK Sites

**SYSTEM ID#**      **SITE NAME & ADDRESS**

SZ045A1	EOC Master 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1CV03	4H 4810 W 9 MILE RD , PENSACOLA, FL 32526
SZ045A1CV19	Big Lagoon 12950 GULF BEACH HIGHWAY , PENSACOLA, FL 32507
SZ045A1CV15	Don Sutton 2340 CRABTREE CHURCH RD , MOLINO, FL 32577
SZ045A1CV18	Englewood 1218 W CROSS ST , PENSACOLA, FL 32501
SZ045A1CV02	ECSO 1700 W LEONARD ST , PENSACOLA, FL 32501
SZ045A1CV11	Exchange Park 3200 E LAKEVIEW AVE , PENSACOLA, FL 32503
SZ045A1CV09	Fire Station 200 W GREGORY ST , PENSACOLA, FL 32502
SZ045A1CV16	North 7955 BRATT RD , CENTURY, FL 32535
SZ045A1CV12	Pipeline 5725 PIPELINE RD , PENSACOLA, FL 32505
SZ045A1CV07	Scenic Heights 1522 WOODCHUCK AVE , PENSACOLA, FL 32504
SZ045A1CV04	Walnut Hill

	5026 ARTHUR BROWN RD , WALNUT HILL, FL 32568
SZ045A1CV10	Warrington 590 W WINTHROP AVE , PENSACOLA, FL 32507
SZ045A1CV08	Gulf Breeze 311 FAIRPOINT DR , GULF BREEZE, FL 32561
SZ045A1CV14	Gonzalez 390 90 9 RANCH RD , CANTONMENT, FL 32533
SZ045A1CV06	Molino 3470 N HIGHWAY 29 , CANTONMENT, FL 32533
SZ045A1CV05	Century 6800 BLACKMONST , CENTURY, FL 32535
SZ045A1CV13	PS Tower 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1CV17	WSRE 1295 W FAIRFIELD DR , PENSACOLA, FL 32505
SZ045A1D1	EOC Dispatch 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1D2	ECSO Dispatch 1700 W LEONARD ST , PENSACOLA, FL 32501
SZ045A1CV01	EOC 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1CV20	Monapole 1700 W LEONARD ST , PENSACOLA, FL 32501
SZ045A1D1_(NICE)	EOC Dispatch_(NICE) 6575 N "W" ST , PENSACOLA, FL 32505

## 9.SITE SUMMARY

[illegible]

[illegible]



No LTE Sites



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7369

County Administrator's Report 12. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/08/2015

Issue: 5:31 p.m. Public Hearing Request - Fund Balance Carry-forwards

From: Stephan Hall, Interim Department Director

Organization: OMB

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning a Public Hearing Request for Fund Balance Carry Forwards -  
Stephan Hall, Management and Budget Services Interim Department Director

That the Board authorize the scheduling of a Public Hearing on January 22, 2015, at 5:31 p.m., to amend the Fiscal Year 2014/2015 Budget to include fund balance carry forwards.

### **BACKGROUND:**

During the budget process and estimate is made for the amount of unspent monies that will be remaining at the end of the fiscal year.

This amount is budgeted in a fund balance estimate. At the close of every fiscal year a reconciliation is made between the estimate of fund balance, or funds remaining from the previous year and the actual fund balance. The difference is then appropriated into the budget. A public hearing is required to amend the budget in this manner.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

### **IMPLEMENTATION/COORDINATION:**



N/A

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### Attachments

*No file(s) attached.*

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7328**

**County Administrator's Report 12. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/08/2015

**Issue:** Reappointments to the Escambia County Extension Council

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Reappointments to the Escambia County Extension Council - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning reappointments to the Escambia County Extension Council:

A. Reappoint the following four individuals to a two-year term, effective retroactively December 1, 2014, through November 30, 2016:

ZONE	NAME AND ADDRESS
2	Jean E. Yarter, 1020 North Century Boulevard, McDavid, FL 32568
4	David W. Fitzpatrick, 4325 Crabtree Church Road, Molino, FL 32577
8	Tina Lynn Sellers, 121 Calle de Santiago, Pensacola, FL 32502
10	Genevieve English-Charles, 2807 Larkin Street, Pensacola, FL 32514

B. Request that the County Administrator's Office provide letters of reappointment to these individuals.

### **BACKGROUND:**

Chapter 67-1366, Laws of Florida, authorizes establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners (BCC). Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service. The council is to be composed of an odd number of members, men and women, numbering neither less than 13 nor more than 21. The persons appointed are to be known to have an interest in and concern for the agricultural, family and consumer sciences (home economics), and youth programs of extension; in developing the rural and urban sections; and in developing the county and its resources. At least one council member shall be a member of the BCC.

To ensure that every section of the county is represented, the county is divided into zones and a member is selected from each zone. Members must live in the zone to which he/she is appointed and serve staggered two-year terms. Members may serve for a maximum of two consecutive two-year terms before rotating off and must be off the Council for one two-year term before becoming eligible to serve again.

These individuals, which were nominated by the Nominating Committee selected by the Escambia County Extension Council, reside in the zone for which appointed and are known to have an interest and concern for programs of the Escambia County Extension, and have been nominated without regard to race, color, creed, sex, or national origin.

**BUDGETARY IMPACT:**

No budgetary impact associated with appointments to the Extension Council.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

No personnel impact associated with appointments to the Extension Council.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Per County Administrator's policy, attached is a copy of an information sheet for each individual being considered for reappointment.

**IMPLEMENTATION/COORDINATION:**

After final BCC action, the Extension Division Manager will forward the BCC's recommendation to the University of Florida Dean for Extension for consideration and approval/confirmation.

Nominations were recommended by the Nominations Committee of the Escambia County Extension Council. Nominees have agreed to serve if appointed.

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**Attachments**

david fitzpatrick, information sheet  
genevieve english-charles, resume'  
jean e. yarter, information sheet  
tina lynn sellers, information sheet

---

Extension Council Nominee Information Sheet

Name: David W. Fitzpatrick - Zone 4

Mailing Address: 4325 Crabtree Church Road

City / State / Zip: Molino, FL 32577

Contact Phone: 850-698-7747

Alternate Phone: 850-476-8677 work

How long have you been a resident of Escambia County? 52 years, native

Current employer & position. If retired, last employer	David W. Fitzpatrick, P.E., P.A. President
--	--

Educational Background	BS Civil Engineering, University of South Alabama, 1986 Graduate of J.M. Tate High School, 1978
------------------------	--

List any work with Extension Programs or Civic/Volunteer Groups	Worked with my children in the 4H club Held position on the Escambia County Board of Adjustment
---	--

List any hobbies or activities involved with or pursuing	Caring for our small farm, fishing, and softball.
--	---

Anything else you would like to add	I look forward to serving on the Extension Council.
-------------------------------------	---

E-mail address: david@fitzeng.com

(Zone 10)  
**Genevieve English-Charles**  
2807 Larkin Street  
Pensacola, FL 32514  
850-791-6937-Home    225-247-8467-Cell  
[gle1@cox.net](mailto:gle1@cox.net)

---

Seventeen years of operational/management experience, my range of experiences include: Business, Financial/Accounting, Education and Disaster Recovery. I consider myself a versatile leader with a reputation for delivering results, being a quick study and effective communicator.

---

**EDUCATION:**

Bachelor of Arts/Science in Business Administration/Management, 2003  
University of West Florida, Pensacola, FL

Other Special Notes: \*Notary Public for the State of Florida 2015

**SKILL SUMMARY:**

- Sound ability to analyze difficult situations, often-stressful circumstances and arrive at a judicious conclusion for maximum results with minimal impact to the daily operations
- Successful and extensive experience in organizational structure, manpower requirement and expense management
- Broad experience in multi-tasking, communication, meeting deadlines, attention to details and strong organizational skills.
- 9 years of working knowledge/abilities in Database Management, Troubleshooting, Dispatching Drivers and Daily Routes, Loyalty and Strong Work Ethic, Customer Service/Service Centers, Records Management, Coaching & Counseling, Problem-solving Skills, Internal & External Customer Relations, Equipment and Inventory Control

**WORK EXPERIENCES:**

Ricoh/Ikon – Baton Rouge, LA    8/2010 - 8/2011  
Site Manager 1 & Integrated Account Manager

State of Louisiana - Board of Regents, Higher Education - Baton Rouge, LA    5/2008 - 08/2010  
Evaluation Specialist/Program Specialist C

FEMA - Baton Rouge, LA    07/2005 - 3/ 2006    (Hurricane Katrina and Rita)  
Deputy Chief of Staff/Program Specialist/Project Officer    Public Assistance (PA) Infrastructure

The Shaw Group - Baton Rouge, LA    8/2004 - 7/2005  
Human Resource Generalist/Executive Assistant to the V. P. of Human Resources &  
Director of Compensation and Benefits

XEROX - Birmingham, AL & Kenner, LA & Pensacola, FL    5/1992 - 11/2002  
Senior Client Account Manager

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Extension Council Nominee Information Sheet

Name: JEAN E. YARTER  
 Mailing Address: 1020 North Century Blvd  
 City / State / Zip: Mc. David, FL 32568  
 Contact Phone: 850-256-3953  
 Alternate Phone: 850-261-7166

How long have you been a resident of Escambia County? 48 yrs

Current employer & position. If retired, last employer	Retired Manager of Church's Fried Chicken, Brewton AL Worked 16 1/2 years
--	--

Educational Background	Graduated from High school w/ 1 year of Post Graduate classes in Business Math & Management
------------------------	---

List any work with Extension Programs or Civic/Volunteer Groups	President of Sew + So Club Treasurer of Escambia Co NCE Chairman at Country Store at Fair Sew items for Nursing Homes also Volunteer w/ 4-H whenever possible
---	---

List any hobbies or activities involved with or pursuing	Sewing, Reading, Home decorating, yard work, all types of Crafts and grand children - making Jelly etc
--	--

Anything else you would like to add	Active in all our Church Activities also in our McDavid TOPS Club Really enjoy being in NCE and working with all the members of NCE
-------------------------------------	--

E-mail address: \_\_\_\_\_

Extension Council Nominee Information Sheet

Name: Tina Lynn Sellers - Zone 8  
Mailing Address: 121 Calle de Santiago  
City / State / Zip: Pensacola, FL 32502  
Contact Phone: 850-516-7489  
Alternate Phone: 850-434-3111 work

How long have you been a resident of Escambia County? 29 years

Current employer & position. If retired, last employer	Sellers, Skievaski, Stevenson Attorneys 919 N. 12th Ave, Pensacola, FL 32501 Office Manager
--	---

Educational Background	College of Charleston 2-year degree in Cosmetology Bonds Willson High School, Charleston
------------------------	--

List any work with Extension Programs or Civic/Volunteer Groups	Optimist Club Relay for Life Christmas Angels
---	---

List any hobbies or activities involved with or pursuing	Gardening and Garden Photography Yoga Camping and Hiking Event Planner
--	---

Anything else you would like to add	My current undertaking is a book that I am working on, "The Secret Gardens of Pensacola." This will be a beautiful table book full of photographs of some of the amazing gardens that we have here!
-------------------------------------	---

E-mail address: tinalynnsellers@mac.com



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7349**

**County Administrator's Report 12. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/08/2015

**Issue:** Adoption of a Maintenance Map for a Portion of Hicks Street in Cantonment

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

**Organization:** Public Works

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Adoption of a Maintenance Map for a Portion of Hicks Street in Cantonment, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning adoption of a Maintenance Map for a portion of Hicks Street in Cantonment, Florida:

A. Adopt a Maintenance Map, Engineering Department Map Number L-4984A, for a portion of Hicks Street (approximately 740 feet in length), going north off of Muscogee Road and located west of Highway 29 in Cantonment, Florida. This Map delineates the extent of County maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

### **BACKGROUND:**

The County has maintained a portion of Hicks Street (approximately 740 feet in length), going north off of Muscogee Road and located west of Highway 29 in Cantonment, as depicted on the accompanying map, numbered L-4984A.

Chapter 95.361, Florida Statutes, asserts public ownership of certain rights-of-way maintained by the County (see Attachment 1). The statute - *Roads Presumed to be Dedicated* – contains three key qualifications, any of which may provide Public ownership of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road, (2) proof that the road was regularly



maintained or repaired for the immediate past seven years by the County, or (3) a map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Map numbered L-4984A, depicting the extent of county maintenance, was produced under the supervision of the County Engineer. By signing the map, the Road Maintenance Supervisor has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based on archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years. Upon approval by the Board, the Clerk of Court will file the map in the Public Records, as described in Florida Statutes, Chapter 95.361.

**BUDGETARY IMPACT:**

Indirect staff cost associated with field surveys and preparation of required documents and recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Specific Purpose Survey has been prepared and certified by the County Surveyor, R. S. Colocado, PSM, Florida Registration No. 6049. The County Attorney's Office has stated that because the map is a technical document rather than a legal document, it does not require legal sign off.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is based on the Board's policy of doing no Public maintenance on private property and Florida Statutes, Chapter 95.361.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval and execution, the map will be filed by the Clerk in the Public Records with similar approved Road Maintenance Maps.

The Public Works Department, Roads Division retains maintenance documents, and has reviewed and approved the Maintenance Map.

---

**Attachments**

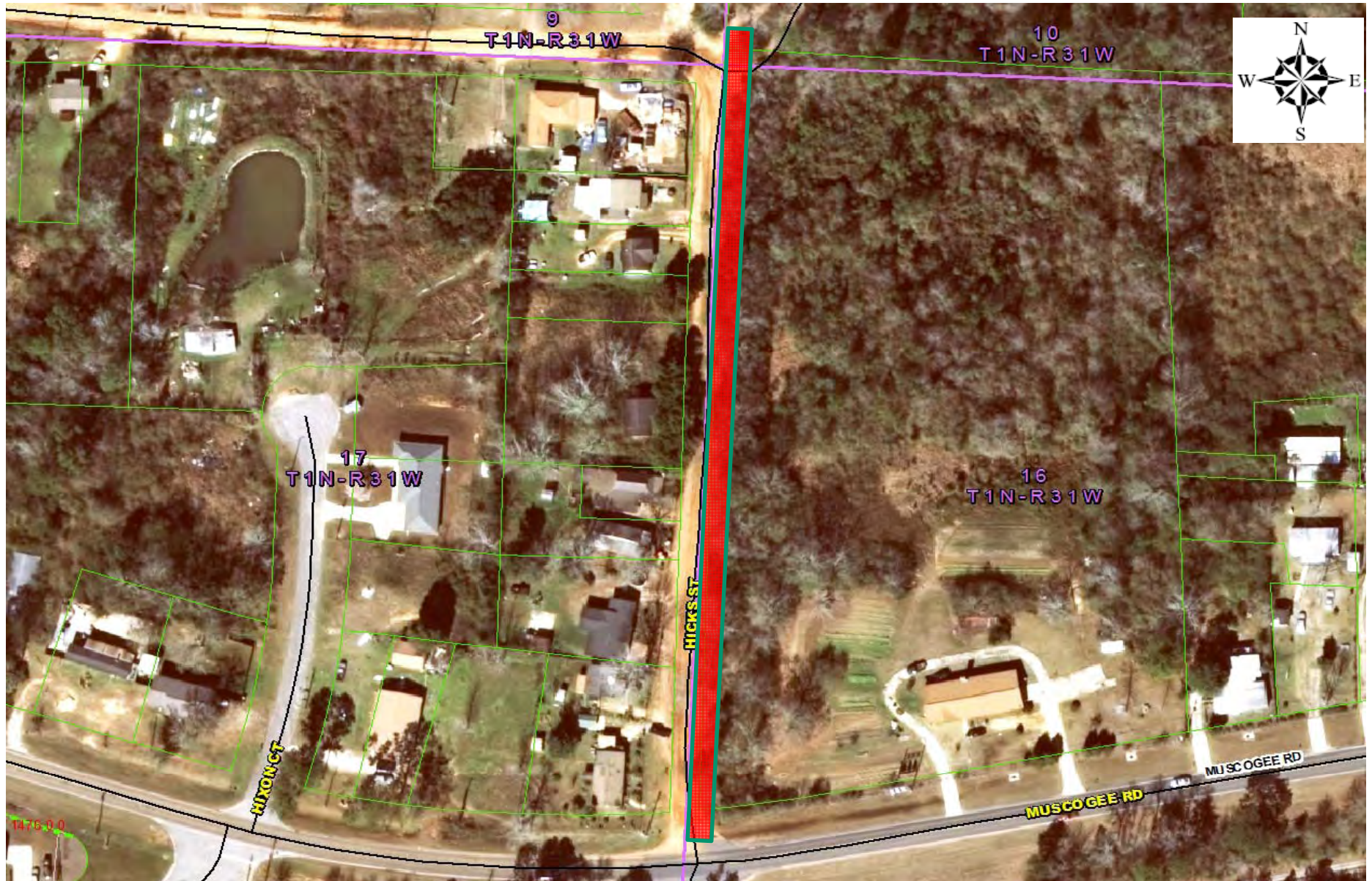
Hicks St Aerial Map

Maintenance Map

FL Statute

---

# PORTION OF HICKS STREET MAINTENANCE CLAIM MAP L-4984A



ESCAMBIA COUNTY  
PUBLIC WORKS DEPARTMENT  
DISTRICT 5  
RSC  
01/5/15

Hicks Street – 740 feet, more or less and  
23 feet in width, 0.39 acres, more or less.  
In addition to existing 33 feet of existing  
County R/W on West side of existing road.







Select Year:  

## The 2010 Florida Statutes

[Title VIII](#)[Chapter 95](#)[View Entire Chapter](#)

LIMITATIONS

LIMITATIONS OF ACTIONS; ADVERSE POSSESSION

### 95.361 Roads presumed to be dedicated.—

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. [366.02\(2\)](#). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

- (a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;
- (b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or
- (c) The mayor and clerk of the municipality, if the road is a municipal road or street,

shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.

(4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).

(5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

**History.**—s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366.

**Note.**—Former s. 337.31.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7354**

**County Administrator's Report 12. 1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/08/2015

**Issue:** M.C. Blanchard Server Refresh and Room Additions

**From:** Will Moore, Admin Services Manager

**Organization:** Court Administration

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Issuance of a Purchase Order to CourtSmart for the M.C. Blanchard CourtSmart Court Reporting Digital Server - Will Moore, Court Administration Management Services Manager

That the Board authorize Escambia County to issue a Purchase Order (PO), in the amount of \$78,110, for the Court Administration Division, to Vendor CourtSmart, Vendor Number 034896. The PO will provide new digital court reporting servers, audio and video licensing and configuration of the servers, an upgrade to the operating systems, encoders, software, SQL, and certain associated peripherals for each system. The PO will also provide digital recording for the existing 12 courtrooms and for 3 newly-constructed courtrooms.

[Funding: Fund 115, Article V Fund, Cost Center 410501, Object Code 56401 and Object Code 56801 - \$78,110 - Project #13JS2332]

### **BACKGROUND:**

In 1998, renovations and additions to the M.C. Blanchard Judicial building were performed. At that time, several areas were left unfinished in anticipation of being completed in the future as it would be needed by the Court System. The County Court System is now in need of the additional space and has allocated funding for the build out of the remaining shell spaces. The Office of Purchasing advertised the solicitation PD13-14.025 in the Pensacola News Journal on February 24, 2014. Sealed bids were received on March 26, 2014, from seven contractors; R. D. Ward Construction Co., Inc. was the most responsive and responsible bid. The work includes finishing two courtrooms and two jury deliberation rooms located on the third and fourth floor and adding a courtroom and two judge's chambers on the fifth floor. This incorporated approximately 13,150 square feet of space. The newly added space will need digital recording server, audio and video system for the daily operation of Escambia County Courts. CourtSmart is the digital court reporting software that has been used by the First Judicial Circuit since 2003. It is currently installed in over 20 courtrooms. This vendor is

the only supplier of this software.

**BUDGETARY IMPACT:**

Fund 115, Article V Fund, CC 410501, OC 56401 and OC 56801 - \$ 78,110 – Project # 13JS2332

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County Purchasing Policies and Procedures.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

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**Attachments**

RD Ward Construction Resume'

CourtSmart Quote

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-38. Approval of Various Consent Agenda Items – Continued

22. Awarding Contract PD 13-14.025, for the M.C. Blanchard Shell Space Build Out, to R.D. Ward Construction Co., Inc., for the base bid amount of \$1,951,000, plus bid Alternates 1,2,3,4, and 5, in the amount of \$115,500, for a total contract amount of \$2,066,500, and authorizing the County Administrator to execute all related documents and Purchase Orders for Owner Direct Purchases (ODP's), in the amount of \$50,000 or greater (Funding: Fund 352, Local Option Sales Tax III, CC [Cost Center] 410149, OC [Object Code] 56201 – \$ 1,830,454; Fund 110, Other Grants and Projects, CC 410512, OC 56201 – \$187,546; Fund 115, Article V Fund, CC 410505, OC 56201 – \$48,500 – Project # 13JS2332).
23. Awarding Contract PD 13-14.037, Woodbridge-Motley Group Resurfacing, to Panhandle Grading & Paving, Inc., in the amount of \$1,621,423.12 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project No. 08EN0208).
24. Approving the *Amendment of Agreement for Sale of Recyclable Ferrous Metal PD 11-12.050*, for the following contractors; the Amendment incorporates the change the American Metal Market made effective February 28, 2014, that discontinued publishing prices for the Birmingham Market and in its place began listing prices for the Alabama and Composite Market:
  - A. Southern Scrap Company, Inc., to amend the Material Purchase Price, in Paragraph 4 of the Agreement, as follows:

From: 82% of the high side of the Birmingham Market  
To: 64.2% of the high side of the Alabama Market
  - B. Southern Recycling, LLC, to amend the Material Purchase Price, in Paragraph 4 of the Agreement, as follows:

From: 61% of the high side of the Birmingham Market  
To: 50% of the high side of the Composite Market





## PRICE QUOTATION

Prepared for

1<sup>st</sup> Circuit Court of Florida – Escambia County  
MC Blanchard Judicial Center

### Server Refresh and Room Additions

October 22, 2014

#### **STATEMENT OF WORK:**

*CourtSmart* will supply audio servers for the upgrade installation described below. *CourtSmart* will upgrade operating systems, encoders, software, SQL, and certain associated peripherals for each system. The upgrade will include configuring the new audio servers, transferring all data from the existing servers, and testing. The servers will provide digital recording for the existing twelve (12) courtrooms. The new video encoders will be installed within the new primary audio servers; thus, eliminating the need for additional video servers to encode video.

Three (3) new rooms will be added to the new servers during the upgrade including audio and video licensing as well as configuration of the servers. The Court is responsible for installing new audio and video wiring, microphones, mixers, controls, cameras, and termination thereof. The Court is expected to run wire from the new rooms to the left side of the punch block, connecting the right side of the punch block, with correct lengths, and finally terminate with TRS connectors. The TRS terminations and block should be properly labeled.

The existing MOTU encoders will not be replaced at this time; however, new MOTU encoder cards will be refreshed with the servers. One (1) Motu will be added to the 2<sup>nd</sup> Primary Audio Server, named Esc-Audio1 to accommodate the new room additions.

All new hardware and software carry a 1-year warranty. If the refresh involves the replacement of existing **CourtSmart** supplied hardware the annual support services invoice will be adjusted to reflect a 1-year reduction for the hardware that has been replaced. After the 1-year warranty period the annual support services invoice will reflect the cost of the new hardware that was installed for this refresh.

## MC BLANCHARD – ESCAMBIA COUNTY

Site	Server	Model	Service Tag	# Rms	# CH	Encoders	BFL	Archiver	Cost
<b>CURRENT:</b> 12 Rooms recording + 2 New @ 4 CH. Primary (60 ch) & 1 Ch. Composite (15 ch).Recording Video. No BFL.									
	3 Audio Server	2 x Dell 2950		12	48	4x MOTU 24IO	N/A	Local	
	Backup Server	1 x Dell 2950		12	12	1x MOTU 24IO	N/A	Local	
	2 Video Server	2 x Dell 1950	w/Encoders	12	12				
	Battery Backup	PR2200			2				
	Rack Kit	USB , KVM Kit	Mid Atlantic		1				
					<b>QTY</b>	<b>COST EA</b>			<b>TOTAL</b>
<b>IT – SERVER ROOM</b>									
	<b>SERVERS</b>	<b>Audio Servers</b>	<b>Dell R515</b>	<u>12 TB HDD;</u> 6C-3.1 GHz	<b>3</b>	<b>8950 ea.</b>		56401	<b>\$ 26, 850</b>
	<b>ENCODERS</b>	<b>Video Encoders</b>	<b>Winnov</b>	4 CHANNEL	<b>4</b>	<b>890 ea.</b>		56401	<b>\$ 3, 560</b>
		<b>Audio Encoder</b>	<b>424 Card</b>	PCIe	<b>3</b>	<b>490 ea.</b>		56401	<b>\$ 1, 470</b>
		<b>Audio Encoder</b>	<b>MOTU</b>	For new rooms	<b>1</b>	<b>2250 ea.</b>		56401	<b>\$ 2, 250</b>
	<b>ARCHIVER</b>	<b>Archive Server</b>	<b>Dell 1700</b>	1TB x2HDD; 4C-2.8 GHz	<b>1</b>	<b>2375 ea.</b>		56401	<b>\$ 2, 375</b>
		<b>Archiver</b>	<b>Epson</b>	Inc Ink; disk; warr	<b>1</b>	<b>3775 ea.</b>		56401	<b>\$ 3, 775</b>
	<b>CONTROL PC</b>	<b>Dell</b>	<b>7010</b>	1TB.HDD.; 16GB; 4C-3.1 GHz	<b>1</b>	<b>2285</b>		56401	<b>\$ 2, 285</b>
	<b>RACK KIT</b>	<b>Battery Backup</b>	<b>PR 2200 LCD</b>		<b>2</b>	<b>999 ea.</b>		56401	<b>\$ 1, 998</b>
		<b>KVM</b>	<b>8 port USB KVM</b>	RACKMOUNT	<b>1</b>	<b>545 ea.</b>		56401	<b>\$ 545</b>
		<b>KVM Cables</b>	<b>USB</b>		<b>4</b>	<b>22 ea.</b>		56401	<b>\$ 88</b>
		<b>LCD PULL KB</b>	<b>STECH</b>		<b>1</b>	<b>1589 ea.</b>		56401	<b>\$ 1, 589</b>
	<b>LICENSING</b>	<b>CourtSmart</b>	<b>Recording</b>		<b>3</b>	<b>7600 ea.</b>		56801	<b>\$ 22, 800</b>
			<b>Video</b>		<b>3</b>	<b>1000 ea.</b>		56801	<b>\$ 3, 000</b>
	<b>INSTALLATION</b>		<b>IT TECH</b>					56801	<b>\$ 5, 000</b>
	<b>TRAVEL</b>					<b>525</b>		56801	<b>\$ 525</b>
								<b>TOTAL</b>	<b>\$ 78, 110</b>

**ALL PRICES ARE PLUS ANY APPLICABLE TAXES THAT THE USER IS SUBJECT TO ARISING FROM THIS TRANSACTION.**

The purchaser will pay all taxes or duties based on or in any way measured by this procurement, the computer software, hardware, or any services related thereto, including any personal property taxes but excluding taxes based on **CourtSmart's** net income. If the purchaser elects to challenge the applicability of any such taxes, the purchaser will pay such taxes to the taxing authority and the purchaser may thereafter challenge such taxes and seek refund thereof.

Installation included is for all **CourtSmart** related hardware and software. The Purchaser is responsible for providing all required cabling from courtrooms to server location and microphone cabling within the courtrooms if applicable. Training of all associated court staff included at no additional charge. It is assumed that all court staff trained will be experienced in the operation of Windows before training. **CourtSmart** will not train court staff on Windows.

**CourtSmart** is basing the following quotation upon information provided to us by members of your staff. The requirements that were provided to us serve as the basis upon which our recommendation is based. Should your requirements change, it may be necessary to adjust our recommendations or pricing accordingly. **CourtSmart** reserves the right to substitute hardware manufacturers and models based upon availability and/or technology improvements. Any hardware so substituted will be of equal or greater performance. The prices quoted are valid for a period of 90 days from the date of this quotation and may be extended by agreement of the parties.

**WARRANTY AND MAINTENANCE:** All **CourtSmart** supplied software and hardware comes with a standard, limited [one \(1\) year warranty](#) from date of installation to the original purchaser of the product and cannot be transferred. This Warranty covers all parts and labor for any failures that occur in the normal course of system operation. It does not cover problems that occur through the misuse or abuse of the system nor does it cover administrative, policy changes, or other non-support or maintenance actions taken or modifications made to the system contrary to the express direction of **CourtSmart** or failure to seek approval prior to undertaking such actions. The Warranty does not cover normal wear and tear nor does it cover physical damage to any products unless that damage was the direct result of manufacturing defects. **CourtSmart** is not responsible for any consequential damage due to any failure of the hardware or software to perform as intended. **CourtSmart** bears no responsibility or obligation with respect to the manner of use of any system or components of a system sold by it. **CourtSmart** disclaims and negates any warranty of merchantability or fitness of use of such system or components of such system including, without limitation, any warranty that the use of such system or components for any purpose complies with applicable laws or regulations.

**CourtSmart** will not continue to support hardware that has reached the manufacturer's end-of-life cycle. Third party software such as Microsoft Windows and SQL are not covered under warranty or maintenance. **CourtSmart** provides at the conclusion of the warranty period a maintenance contract covering applicable software enhancements, fixes, and upgrades deemed appropriate by **CourtSmart** at its sole discretion, as well as providing 1-800 telephone support. The annual maintenance contract is invoiced at a cost of 12% per year of the purchase price of the system providing that a VPN or other high-speed access is provided for support. The laws of the Commonwealth of Massachusetts govern the terms of the Warranty.

**CourtSmart** proprietary software is provided in accord with **CourtSmart's** End-User Licensing Agreement (EULA) that provides the User with a limited, non-exclusive, personal license to use the software on the computer that it was originally installed and for the purpose originally intended. The end-user may not resell, assign, or give the software to any other entity without the express written permission of **CourtSmart** Digital Systems, Inc. Likewise; **CourtSmart** application software may not be installed on additional computers or in additional rooms without payment of the required licensing fees. **CourtSmart** does allow the transference of licenses from one computer to a replacement computer for maintenance or upgrade purposes. **CourtSmart** recording software is licensed to a specific room or venue and may not be relocated or dynamically switched to a different room without the payment of licensing fees or the express written permission of **CourtSmart** Digital Systems. Client software is licensed to a specific workstation PC.

**CourtSmart** developed hardware, reference manuals, and software constitutes a valuable asset of the corporation and is protected by Federal and International copyright law. The end-user must protect this material from accidental or deliberate disclosure to third parties by employees of the court system, its agents, or users of the system. Any such disclosures could cause irreparable harm to **CourtSmart** Digital Systems.



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

**AI-7301**

**County Administrator's Report 12. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/08/2015

**Issue:** State of Florida, Division of Emergency Management, Federal Fiscal Year 2014 Homeland Security Federally-Funded Subgrant Agreement (CERT)

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2014 Homeland Security Federally-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2014 Homeland Security Federally-Funded Subgrant Agreement, Contract Number 15-CI, allocating to Escambia County a Grant totaling \$5,487, for the period of the date of execution through September 30, 2015:

A. Approve the FDEM Federally-Funded Subgrant Agreement, allocating Grant funding for the Community Emergency Response Team (CERT) Program, to be identified in Fund 110, Cost Center 330430, Revenue Account 334248;

B. Authorize the Chairman or Vice-Chairman to sign the Subgrant Agreement; and

C. Authorize the County Administrator to execute any related Subgrant Agreement documents to implement the Subgrant.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement: Section (19) Mandated Conditions, sub-section (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

**BACKGROUND:**

In support of the national effort to develop and enhance CERT programs, federal funds are being provided to continue the local effort to engage, educate, and train local citizens in their roles as it relates to emergency preparedness, response, recovery, mitigation, and public health measures for all hazards. The grant will provide funds totaling \$5,487, with local match required from the selected vendor and/or from already budgeted Escambia County Division of Emergency Management non-federal funding. The grant period is from date of execution through September 30, 2015.

**BUDGETARY IMPACT:**

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with eligible program activities. The local match requirement will be met by either the selected contractor implementing the program or from the Division of Emergency Management's already budgeted non-federal funds. Administration fees are not specifically identified in this Agreement. The CERT funds will be identified in Fund 110, Cost Center 330430, Revenue Account 334248.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed the Subgrant Agreement and approved it as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Board's Competitive Grant Policy and FDEM guidelines.

**IMPLEMENTATION/COORDINATION:**

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Subgrant Agreement. Coordination of this Subgrant will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for Subgrant implementation.

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**Attachments**

15-CI Contract

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### FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the **Escambia County Department of Public Safety, Division of Emergency Management**, (hereinafter referred to as the "Recipient"). THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING

#### REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

#### (1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

#### (2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment E.

#### (3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **September 30, 2015**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

#### (4) MODIFICATION OF CONTRACT

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.

#### (5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher

Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and Attachment B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

#### (6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d); OMB Circular A-133, as revised, by or on behalf of the Recipient to:  
The Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

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>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.



(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

#### **(7) REPORTS**

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due thirty (30) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or

may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., 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, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) 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, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). 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 Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(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;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

**(11) REMEDIES.**

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) 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 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:

1. Requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Requiring the 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.

(g) 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 Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

**Virginia Hughes**  
**Division of Emergency Management**  
**2555 Shumard Oak Boulevard**  
**Telephone: 850-413-9938**  
**Email: virginia.hughes@em.myflorida.com**

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager  
Division of Emergency Management  
Escambia County BCC  
6575 North "W" Street  
Pensacola, Florida 32399  
850-471-6409 phone  
850-471-6455 fax  
[John\\_Dosh@co.escambia.fl.us](mailto:John_Dosh@co.escambia.fl.us)

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in paragraph (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The 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 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) 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:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Program Deliverables

Attachment D – Reports

Attachment E – Program Statutes, Regulations and Special Conditions

Attachment F – Justification of Advance Payment

Attachment G – Warranties and Representations  
Attachment H – Certification Regarding Debarment  
Attachment I -- Statement of Assurances  
Attachment J – Reimbursement Checklist

**(17) FUNDING/CONSIDERATION**

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$5,487**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. 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 F. Attachment F 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.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and Attachment B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. 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 contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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 (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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 shall be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

(h) 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 Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.



(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of 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, Fla. Stat.

(o) 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.

**(20) LOBBYING PROHIBITION**

(a) 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.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.

2. 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The 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 subrecipients shall certify and disclose.

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.

**(21) COPYRIGHT, PATENT AND TRADEMARK**

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA.**

**ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(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 Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

**(22) LEGAL AUTHORIZATION.**

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

Board of County Commissioners  
Escambia County, Florida

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

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

FID# 59-6000598-168  
\_\_\_\_\_

DUNS# 07-507-9673  
\_\_\_\_\_

☐ Include a copy of the designation of authority for the signatory, if applicable.

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

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

Date BCC Executed: \_\_\_\_\_

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

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management

Agency, Grants Programs Directorate

Catalog of Federal Domestic Assistance title and number: Emergency Management Performance

Grant (EMPG) Program 97.042

Award amount: **\$ 5,487**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11 and 27P-19, Florida Administrative Code

44 CFR (Code of Federal Regulations) Part 13 (Common Rule)

44 CFR, Part 302

48 CFR, Part 31

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Federal Program: Emergency Management Performance Grant (EMPG) Program

*List applicable compliance requirements as follows:*

1. Recipient is to use funding to perform eligible activities as identified FY2014 Department of Homeland Security Funding Opportunity Announcement.
2. 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.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

## ATTACHMENT A

### PROGRAM BUDGET

- Below is a general budget outlining eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the Deliverables on Attachment C.
- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform eligible activities as identified in the Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2014 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Grant	Recipient Agency	Category	Amount Allocated
FY 2014 – Emergency Management Performance Grants Program – CERT EO Number # N2	Escambia Dept. of Public Safety, Division of Emergency Management	Planning Expenditures	\$5,487.00
		Training Expenditures	\$0.00
		Exercise Expenditures	\$0.00
		Equipment Expenditures	\$0.00
Total Award		\$5,487	

<b>Allowable Planning Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
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 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).	1	\$5,487.00	\$5,487.00
Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.			
Developing and implementing a community preparedness strategy for the State/local jurisdiction.			
Travel/per diem related to planning activities.			
Overtime and backfill costs (in accordance with operational Cost Guidance).			
Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.			
Issuance of WHTI-compliant tribal identification cards (SHSP only)			
Activities to achieve planning inclusive of people with disabilities.			
<b>Allowable Training Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Developing, Delivering, and Evaluating Training			
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.			
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.			
Training Workshops and Conferences			
Activities to achieve training inclusive of people with disabilities			
Full or Part-Time Staff or Contractors/Consultants			
Certification/Recertification of Instructors			
Travel			
Supplies			
Tuition for higher education			

Other items			
<b>Allowable Exercise Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.			
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises			
Implementation of HSEEP			
Activities to achieve exercises inclusive of people with disabilities			
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 <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> .			
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).			
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.			
<b>Eligible Equipment Acquisition Costs</b> 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) on the Lessons Learned Information System at <a href="http://llis.gov/">http://llis.gov/</a> . Here is where you will find the appropriate AEL number for the equipment you plan to purchase.	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Personal protective equipment</b>			
e.g., 1.12.2.1, Covers, Outer Footwear			

Explosive device mitigation and remediation equipment			
CBRNE operational search and rescue equipment			
Information technology			
Cyber security enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Decontamination Equipment (HSGP only)			
Medical supplies			
Power equipment			
CBRNE reference materials			
CBRNE incident response vehicles			
Terrorism incident prevention equipment			
Physical security enhancement equipment			
Inspection and Screening systems			
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)			
CBRNE Prevention and Response watercraft			
CBRNE Aviation Equipment			
CBRNE logistical support equipment			
Intervention equipment			
Public Alert and Warning Equipment			
Disability Access and Functional Needs			



## **ATTACHMENT B**

### **SCOPE OF WORK**

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). The intent of this Agreement is to complete the following allowable activities:

#### **I. EO and Project Description**

##### **EO N2 – Citizen Corps and Community Emergency Response Team (CERT) Program –**

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2014 Citizen Corps Program (CCP) funds provide resources for States and local communities to:

- Bring together the appropriate leadership to form and sustain a Citizen Corps Council
- Develop plans, such as emergency operations plans (EOP) to achieve and expand citizen preparedness and participation
- Conduct public education and outreach
- Ensure clear, timely, and accessible alerts/warnings and emergency communications with the public
- Develop training programs for the public, including special needs populations, for both all-hazards preparedness and volunteer responsibilities
- Facilitate citizen participation in exercises
- Implement volunteer programs and activities to support emergency responders
- Involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes
- Conduct evaluations of programs and activities

#### **II. Categories and Eligible Activities**

Eligible activities are outlined in the Scope of Work for each category below. FY 2014 EMPG allowable costs are divided into the following categories:

- Planning
- Training
- Exercise
- Equipment

Each category's allowable costs have been listed below. Eligible activities should support the above approved projects.

##### **A. Planning**

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

To meet this important objective, EMPG funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils
- Assuring that State and local government homeland security strategies, policies, guidance, plans, and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation
- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Community-based planning to advance "whole community" security and emergency management.
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Developing or reproducing accessible public education and outreach materials to: increase citizen preparedness and knowledge of protective actions (to include the national *Ready Campaign* materials); promote training, exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings
  - All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to <http://www.citizencorps.gov>. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication
  - Allowable expenditures include:
    - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters
    - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers
    - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.
  - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts.
  - Allowable expenditures include:
    - Recruiting, screening, and training volunteers (e.g. background checks)
    - Retaining, recognizing, and motivating volunteers
    - Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems, and to track volunteer hours) and other available resources in compliance with applicable privacy laws.
    - Necessary non-structural accommodations to include persons with programmatic and communications access needs (e.g., sign language interpreters. Computer Assisted Realtime Translation (CART) and other

modifications of policies and practices to fully include volunteers with disabilities)

- Evaluating volunteers

## **B. Training**

Training funded through the CCP includes but is not limited to: all-hazards safety, such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community based workshops, seminars, demonstrations, or conferences. Examples include; CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and disability-inclusive community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer Course, and the CERT Program Manager Course. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) and classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT basic training.

Supplemental training for CERT members who have completed the basic training includes modules available on the national CERT website, as well as other supplemental training that meets the following criteria:

- Relates to a reasonably foreseeable activity CERT members might be tasked to perform in support of emergency services responders; or
- Increases competency and understanding of the emergency management context in which CERT members may be asked to operate; or
- Enhances understanding of a particular local hazard CERT members might encounter in their response activities

There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, Teen CERT Train-the-Trainer, or CERT Program Manager courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and access and functional needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, CART and other modifications of policies and practices to fully include participants with disabilities). Jurisdictions are also encouraged to

leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the Internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be at [http://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf/](http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf/)

#### ***Allowable Training Costs***

Allowable training-related costs include, but are not limited to, the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.
- **Certification/Recertification of Instructors** Cost associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

#### ***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 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 Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting an authorized course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course."

- For courses that are non-DHS approved training, 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, 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 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.

### **C. Procurement**

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 44 Code of Federal Regulation, Section 13.36;
- Chapter 287, Florida Statutes; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, then the subgrantee must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the subgrantee 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 subgrantee 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 subgrantee 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 subgrantee shall provide copies of solicitation documents including responses and justification of vendor selection.

### **D. 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 subgrant agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

(1) An agency agreement that provides state financial assistance to a recipient or subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a subrecipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:

(a) A provision specifying a scope of work that clearly establishes the tasks that the recipient or subrecipient is required to perform.

(b) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(c) A provision specifying the financial consequences that apply if the recipient or subrecipient 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 subrecipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.

(d) A provision specifying that a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(e) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.

(f) A provision specifying that any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.

(g) Any additional information required pursuant to s. 215.97.

**Failure to comply**

Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

**E. Exercises**

Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises. Grantees are encouraged to develop exercises that test their SOPs/SOGs in accordance with the FY 2014 Priority requirements.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises. In no case is dual compensation allowable.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **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).
- **Disability Accommodations** - Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

**Unauthorized exercise-related costs include:**

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

### ***Exercise Requirements***

Exercises conducted with grant funds should evaluate performance of capability targets, established through the development of a jurisdiction's THIRA for the core capabilities needed to address their greatest risk. Exercise priorities should align to a current, Multi-Year TEP developed through an annual TEPW.

All exercises using grant funds must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtml>.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

- Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the Homeland Security Exercise and Evaluation Program located at <https://www.hhs.gov/hseep>.
- Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, 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, volunteer, and other non-governmental organizations.
- Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies. The scenarios used in EMPG funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

**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 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 Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Recipient must provide the Division with an EXPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the exercise.

*The 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:



- The scenarios used in grant funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in grant funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple disciplines and/or jurisdictions and non-governmental 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 Training and Exercise Plan.

Federally funded projects must be competitively solicited offering open competition. No piggy-backing off existing agreements is allowed. Each award under this grant is a 'new' project and must be competitively bid. FDEM will require suspension and debarment forms for each vendor, copies of solicitation documents and responses, and justification of vendor selection at its discretion. FDEM must pre-approve all scopes of work for projects funded under this agreement.

## **F. Equipment**

States and Urban Areas are encouraged to fully leverage all EMPG resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed on the web-based version of the Authorized Equipment List on the Lessons Learned Information Sharing site available at <https://www.llis.dhs.gov/knowledgebase>.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT, or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members). To assure appropriate and consistent use, such clothing items must be issued by the agency that trains the volunteers.

CCP supported volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring State/territory.

Necessary accommodations that meet the disability related access and functional needs of participants should be provided.

## **1. Program Requirements**

The following are required items to be provided to participate under the CERT Sub-grant: (NOTE: Special exemption can be granted by the State Citizen Corps/CERT office.)

### **A. PPE Equipment that shall include:**

- Hard hat
- Protective Eyewear
- Dust Mask
- ID Tag
- HEPA Mask

- Tape
- Light Stick
- Latex, or Nitrile Gloves
- Marking Caulk, or Crayon
- Signal Whistle
- Flashlight (simple)
- Bag/Backpack
- Reflective Vest
- Cardboard, or simple splint
- Work Gloves
- Disaster medical care items for at least 3 victims such as gauze, triangles, etc.

**B. Participant manuals.**

**C. Standard Operating Procedures (SOPs)/Standard Operating Guidelines (SOGs).**

**D. Certificates.**

**E. CERT trainings and events should be posted on the National Citizen Corps Calendar Website, SERT Trac State Calendar and approved by the State Citizen Corps/CERT office.**

The following are required items for the CERT Basic Training Course to be taught under this sub-grant:

1. Use of the full FEMA/EMI/FDEM CERT Basic Training Course G317, (Including the terrorism module and showing the Sheltering-In-Place Video (DVD);
2. Use of a G428 CERT Train-the-Trainer (TTT) qualified individual (FEMA/FDEM graduate of the CERT TTT, or Trainer Course) as Program Manager, course manager, or lead instructor;
3. Use of a G427 qualified individual (FEMA/FDEM graduate of the CERT TTT, or Trainer Course) as Program Manager; and
4. Use of an adequate training facility.

It is the responsibility of the applicant to arrange and compensate course managers for CERT trainings and course manuals.

Tracking and reporting the number of trained CERT volunteers is not only a State of Florida priority, but also a DHS/ODP priority. It is required to have a database to track the number of trained volunteers, as well as someone to monitor/enter data to such a database.

Required Quarterly Reports will be due as indicated in the signed agreement, or separate schedule. The Quarterly Report should include more extended training data, explanation on the expenditure of funds during the quarter and any CERT activities that took place.

FDEM reserves the right to change quarterly reporting due dates when to do so would be in the best interest of the State of Florida.

Citizen Corps/CERT programs must comply with the DHS requirement of NIMS compliancy. A letter from your County Emergency Management or your sponsoring agency indicating compliance with NIMS requirements must be completed by the deadline outlined in the contract.

**G. Cost share guidance-types of match**

- Cash (hard) match includes non-Federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal*

*Governments (OMB Circular A-87) and 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.*

- In-kind (soft) match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

## **H. Monitoring**

Monitoring shall be accomplished through a desk-based review or on-site visit. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

- **Desk Monitoring** is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone.
- **On-Site Monitoring** is an actual visit to the recipient agency by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

## **I. Environmental Planning & Historic Preservation (EHP) Compliance Guidelines**

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2014 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review.

Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Grant Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at <http://www.fema.gov/government/grant/bulletins/index.shtm>)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment;
- Ground-disturbing activities;

- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings, or structures;
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex);
- 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:
  - Lighting;
  - Fencing;
  - Closed-circuit television (CCTV) systems;
  - Motion detection systems; and/or
  - Barriers, doors, gates and related security enhancements.
  - Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
  - Communication tower projects.

The following activities do not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management and administration;
- Classroom-based training;
- Table top exercises and functional exercises; and
- Acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below:

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

## **J. Construction and Renovation**

Construction and renovation projects for a State, local, territorial, or tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (available through ND grants) to their Grant Program Manager for review.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. §§ 10.8 and 10.9, must also be identified to the FEMA Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to Grant Program Manager.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

#### **K. Maintenance and Sustainment**

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair, or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

#### **L. Unallowable costs**

Unallowable costs include, but shall not be limited to:

- Expenditures for weapons systems and ammunition;
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities; or

- Activities unrelated to the completion and implementation of the EMPG Program.

In general, recipients should consult with their Grant Manager, who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

## ATTACHMENT C

### PROGRAM BUDGET DELIVERABLES

**Citizen Corp/CERT** funding is intended only to be used for specific preparedness or volunteer training or by trained volunteers in carrying out response functions. Program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help. CERT members also are encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community. Activities funded under these projects must meet the allow ability requirements of Emergency Performance Grant Program (EMPG).

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing a planning initiative listed on Attachment B of this agreement or those items listed in the on the *Appendix B of FY2014 DHS/FOA* which list the EMPG allowable costs <http://www.fema.gov/media-library/assets/documents/92248>.

**Training Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. The 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 Recipient can successfully complete an authorized course either by attending or conducting that course. For non-DHS courses, the recipient shall obtain advance written approval from FDEM by means of the Non-TED form by contacting the grant manager.

**Exercise Deliverables:** Subject to funding limitations of this Agreement, the Division shall reimbursement the Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Exercise and Evaluation Program (HSEEP) Standards and is listed in the A) State, B) County, and C) Regional Training and Exercise Plan (TEP) in which the recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <http://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 (and County or Regional) MYTEP qualifies as an authorized exercise. The Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

**Equipment Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the 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://llis.gov/>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

To receive reimbursement, the Recipient's activities must be completed within the period of performance and in accordance with the Budget and Scope of Work, Attachment A and B of this agreement.

## **ATTACHMENT D**

### **REPORTS**

#### **1. Quarterly Reporting:**

The Quarterly Programmatic Report is due within 15 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 Recipient's reporting is current.
- If a report goes 2 consecutive quarters without Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

#### Programmatic Reporting Schedule

<b>Reporting Period</b>	<b>Report due to DEM no later than</b>
January 1 through March 31	April 15
April 1 through June 30	July 15
July 1 through September 30	October 15
October 1 through December 31	January 15

#### **2. Reimbursement Requests:**

Request for reimbursements are required quarterly at a minimum. Request can be sent to your grant manager for review and approval at anytime during the grant period. Reimbursements must be requested within 90 calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within 90 calendars of expenditure shall result in denial of reimbursement. The Recipient shall 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.

#### **3. Close-out Programmatic Reporting:**

The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the project is completed or the agreement has expired.



#### 4. Programmatic Point of Contact

Grant Point of Contact	Programmatic Point of Contact
Virginia Hughes, CCP Coordinator FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9938 virginia.hughes@em.myflorida.com	Owen Roach, Programmatic FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 488-3133 owen.roach@em.myflorida.com

#### 5. Contractual Responsibilities

- FDEM shall determine eligibility of projects and approve changes in the scope of work.
- FDEM shall administer the financial processes.

## ATTACHMENT E

### PROGRAM STATUTES, REGULATIONS AND SPECIAL CONDITIONS

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements  
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),  
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

#### **Special Conditions**

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

#### A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

#### B. Cost Principles

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

#### C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
  3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2014 Emergency Management Performance Grants Program Funding Opportunity Announcement.
  4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for transparency and accountability, particularly in financial matters. The text suggests that organizations should implement robust systems to track and document every aspect of their operations, from procurement to sales.

2. The second part of the document addresses the challenges of data management in a rapidly changing environment. It highlights the need for flexible and scalable solutions that can adapt to new technologies and data sources. The author argues that organizations must invest in training and development to ensure their staff are equipped to handle complex data sets and analyze them effectively.

3. The third part of the document focuses on the role of leadership in driving organizational success. It stresses that leaders must be able to inspire and motivate their teams, set clear goals, and provide the necessary resources and support. The text also discusses the importance of communication and collaboration, suggesting that leaders should foster a culture of open dialogue and teamwork.

4. The fourth part of the document explores the impact of external factors on organizational performance. It discusses how changes in the market, technology, and regulations can affect an organization's ability to compete and thrive. The author suggests that organizations should conduct regular risk assessments and develop contingency plans to mitigate potential threats.

5. The fifth part of the document concludes by summarizing the key points discussed and offering final thoughts on the future of the organization. It reiterates the importance of continuous improvement and innovation, encouraging the organization to stay ahead of the curve by embracing change and seeking new opportunities.

## ATTACHMENT F

### JUSTIFICATION OF ADVANCE PAYMENT

**RECIPIENT:** \_\_\_\_\_

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested.</p> <p><i>Balance of payments will be made on a reimbursement basis.</i></p> <p>These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
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If you are requesting an advance, complete the following chart and line item justification below.

#### ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Supporting documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

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## ATTACHMENT G

### WARRANTIES AND REPRESENTATIONS

#### Financial Management.

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

#### Competition.

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality, and other factors. Solicitations shall clearly set forth all requirements that the bidder must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

#### Business Hours.

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays.

#### Licensing and Permitting.

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

## ATTACHMENT H



### Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

### SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Project Number

## **ATTACHMENT I**

### **STATEMENT OF ASSURANCES**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.



10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

## ATTACHMENT J

### REIMBURSEMENT CHECKLIST

**Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

#### Equipment

- ☐ 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? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

#### Planning

#### Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- ☐ 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? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has Attachment H (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

#### Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total

amount paid to each attendee? Have print outs 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?

- ☐ 4. 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?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., 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. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

#### **Exercise**

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 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 print outs 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. Has 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 submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and 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 submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

#### **Travel/Conferences**

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If

applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?

- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

#### **Matching Funds**

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 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.

#### **For All Reimbursements - The Final Check**

- ☐ 1. 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 grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7367

County Administrator's Report 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/08/2015

Issue: Supplemental Budget Amendment #045 - Museum on Main Street Grant (MoMS)

From: Stephan Hall, Interim Department Director

Organization: OMB

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #045 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #045, Library Fund (113), in the amount of \$6,000, to recognize Grant proceeds from the Florida Humanities Council, and to appropriate these funds for the Museum on Main Street Grant (MoMS). The Smithsonian "The Way We Worked" exhibit will be located at the Molino Branch Library. Matching funds are required in the amount of \$9,720 and will come from in-kind match, and \$1,000 will be from the Library's existing Budget.

### **BACKGROUND:**

The West Florida Public Library has been awarded the Museum on Main Street Grant (MOMS). This grant provides small communities access to the Smithsonian Institution traveling exhibits. Funds are available to small museums, libraries, historical societies, and other cultural organizations who are interested in hosting the Smithsonian's The Way We Worked exhibit for a pre-selected six week period. Partnering Organizations include the Molino Mid-County Historical Society, Barrineau Park Historical Society, Florida Public Archeology Network, Friends of West Florida Public Library, University of West Florida Trust for Historic Preservation, and the University of West Florida Archeology Institute.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 113 by \$6,000.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA# 045

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

Resolution Number  
R2015-\_\_\_\_\_

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

WHEREAS, Escambia County and the West Florida Public Library System have received grant proceeds from the Florida Humanities Council for the Museum on Main Street Grant (MoMS), and these funds must now be appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

Library Fund	113		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Museum on Main Street Grant (MOMS)	113	366xxx (New)	6,000
<b>Total</b>			<b>\$6,000</b>
<b>Appropriations Title</b>	<b>Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Travel & Per Diem	113/110507 (New)	54001	1,430
Promotional Activities	113/110507 (New)	54801	4,570
<b>Total</b>			<b>\$6,000</b>

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

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

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

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

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
# 045



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7355

County Administrator's Report 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/08/2015

Issue: Amendment to Miscellaneous Appropriations Agreement with  
Escambia-Pensacola Human Relations Commission

From: Stephan Hall, Interim Department Director

Organization: OMB

CAO Approval:

---

### **RECOMMENDATION:**

Recommendation Concerning an Amendment to Miscellaneous Appropriations Agreement between Escambia County and Escambia-Pensacola Human Relations Commission - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the Chairman to sign the Amendment to Miscellaneous Appropriations Agreement between Escambia County and Escambia-Pensacola Human Relations Commission, to include funding for the programmatic expenses, and to decrease the funding total from \$84,265 to \$69,292.84, to reflect the budgeted amount for health insurance.

[Funding: Fund 001, General Fund, Cost Center 110201]

### **BACKGROUND:**

On October 1, 2014, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's General Fund for Fiscal Year 2014/2015, the sum of \$84,265 to conduct a program generally described as the Escambia-Pensacola Human Relations Commission. The parties have now agreed to amend the agreement to include funding for the programmatic expenses of the Escambia-Pensacola Human Relations Commission and to decrease the funding amount to reflect the budgeted amount for health insurance.

### **BUDGETARY IMPACT:**

Funding: Fund 001, General Fund, Cost Center 110201

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has reviewed the Agreement.

### **PERSONNEL:**



N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval of the Amendment is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Amendment HRC

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**AMENDMENT TO MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

**THIS AMENDMENT TO THE AGREEMENT** is made and entered into this 8th day of January, 2015, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia-Pensacola Human Relations Commission, with administrative offices at 2257 North Baylen Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-1520834 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, on October 1, 2014, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's General Fund for Fiscal Year 2014/2015 (October 1 through September 30), the sum of \$84,265.00 to conduct a program generally described as Escambia-Pensacola Human Relations Commission; and

**WHEREAS**, the parties have agreed to amend the agreement to include funding for the programmatic expenses and to decrease the funding total of \$84,265.00 to \$69,292.84 to reflect the budgeted amount for health insurance; and

**WHEREAS**, as a result of said amendment the Board of County Commissioners finds it in the best interest of the health, safety and general welfare of the residents of Escambia County that the agreement should be amended as provided herein.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the agreement entered into on October 1, 2014, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That the original funding amount of \$84,265.00 is decreased by \$14,972.16 for a new total of \$69,292.84, to reflect the budgeted amount for health insurance.
3. That Exhibit "A" of the Miscellaneous Appropriations Agreement is amended as

provided in the revised Exhibit attached hereto and incorporated herein.

4. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**IN WITNESS WHEREOF** the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

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

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

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

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

**ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
Secretary

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

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

**EXHIBIT "A"**

**2014/2015 MISCELLANEOUS APPROPRIATIONS**

**NAME OF ORGANIZATION:**

Escambia-Pensacola Human Relations Commission

**APPROVED BUDGET**

**SALARIES AND BENEFITS AND PROGRAMMATIC**

**EXPENSES ASSOCIATED WITH THE GULF COAST**

**AFRICAN-AMERICAN CHAMBER OF COMMERCE,**

**INC.....\$ ~~84,265.00~~ 69,292.84**

**PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:**

**Escambia-Pensacola Human Relations Commission:** to promote fair treatment and equal opportunity for all citizens of Escambia County.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7352**

**County Administrator's Report 12. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/08/2015

**Issue:** Authorization for Sale of Surplus Real Property Located at 5000 Commerce Park Circle

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Authorization for Sale of Surplus Real Property Located at 5000 Commerce Park Circle - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning authorization for sale of surplus real property located at 5000 Commerce Park Circle:

- A. Review the Appraisal that was obtained at the request of the Board at its November 6, 2014, Board of County Commissioners' Meeting;
- B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the appraised value of \$340,000; and
- C. Authorize the Chairman to sign all documents related to the sale.

### **BACKGROUND:**

5000 Commerce Park Circle is part of the Marcus Pointe Commerce Park that was developed by the County (Plat Book 14 at page 82). The property is approximately 9.04 acres and is encumbered by a 225-foot Gulf Power easement. The Property Appraiser's assessed value of the property is \$155,610.

At its November 6, 2014 Commission Meeting, the Board declared this property surplus. An appraisal was requested by the Board to determine the market value of said property. The Board required the appraisal to be brought before it for consideration prior to authorizing sale of the property. In addition, the Board added as a stipulation to the sale of this property that the buyer abide by the covenants existing in the Marcus Point Commerce Park including the obligation to improve lots without County approval, and an option for the County to repurchase lots that have not been improved within 1 year.

The appraisal has been performed and reflects a current market value of \$340,000, based on that portion of the property that is not encumbered by the easement, or 5.42 acres. Sale of the parcel will be set at the appraised value of \$340,000. The County does not have a need for this property.

**BUDGETARY IMPACT:**

Sale of this property will provide revenue for the Economic Development Fund (102).

**LEGAL CONSIDERATIONS/SIGN-OFF:**

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Ordinance, Section 46.134

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Appraisal - 5000 Commerce Park Circle (2014)

11-6-2014 Minutes Page

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**±9.04-ACRE VACANT LOT  
5000 COMMERCE PARK CIRCLE  
PENSACOLA, FLORIDA 32505**



# APPRAISAL REPORT

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## PROPERTY

±9.04-Acre Vacant Lot

## LOCATION

5000 Commerce Park Circle  
Pensacola, Florida 32505

## EFFECTIVE DATE OF VALUE

November 26, 2014

## DATE OF REPORT

December 4, 2014

## PREPARED FOR

Escambia County Office of Management & Budget Services  
Property Division  
221 Palafox Place, Suite 440  
Pensacola, Florida 32502

---

***Presley-McKenney & Associates, Inc.***

*Consultant & Real Estate Valuations*

*Post Office Box 329*

*Pensacola, Florida 32591-0329*

# PRESLEY - McKENNEY & ASSOCIATES, INC.

Consultant & Real Estate Valuations

P.O. BOX 329, PENSACOLA, FLORIDA 32591-0329 • (850) 916-7066 • FAX (850) 916-2096

December 4, 2014

Escambia County Office of Management & Budget Services  
Property Division  
221 Palafox Place, Suite 440  
Pensacola, Florida 32502

ATTN: Tara D. Cannon

RE: Appraisal Report  
±9.04-Acre Vacant Lot  
5000 Commerce Park Circle, Pensacola, Florida

Dear Ms. Cannon:

At your request, an inspection has been made of the referenced property for the purpose of estimating the market value. In compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP), this is an appraisal that has been prepared in an appraisal report format. Per the scope of work of the assignment, all applicable approaches to value are used; the value conclusion reflects all known information about the subject property, market conditions, and available data. It contains in summary the data, reasoning, and analyses that were used to develop the opinion of value. It also includes descriptions of the subject property, the property's locale, the market for the property type, and an opinion of highest and best use.

Market value will be defined in the following report, but basically assumes a willing buyer and seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use.

Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market value as of the last date of inspection, November 26, 2014, is:

**THREE HUNDRED FORTY THOUSAND DOLLARS**

**\$340,000**

The value indication of \$340,000 is a current market value. At this value it is assumed that the exposure time is between nine and fifteen months. It is also assumed marketing is through someone knowledgeable of the property and the real estate market for this type property. ***This opinion of value is given with the extraordinary assumption that Gulf Power Company will allow access roads and/or parking lots on the areas of easement. This is a reasonable assumption, but the user of this appraisal should note that the use of this extraordinary assumption may have an effect on value.***

We hereby certify we have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the State of Florida. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP). The fee for this appraisal was not based on value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

Escambia County Office of Management & Budget Services  
December 4, 2014  
Page Three

We appreciate the opportunity of doing this work for you. After your review, should you have questions, please call.

Respectfully submitted,

**PRESLEY-McKENNEY & ASSOCIATES, INC.**

M. Eugene Presley, MAI, SRA  
State-Certified General Real Estate Appraiser  
#0000103

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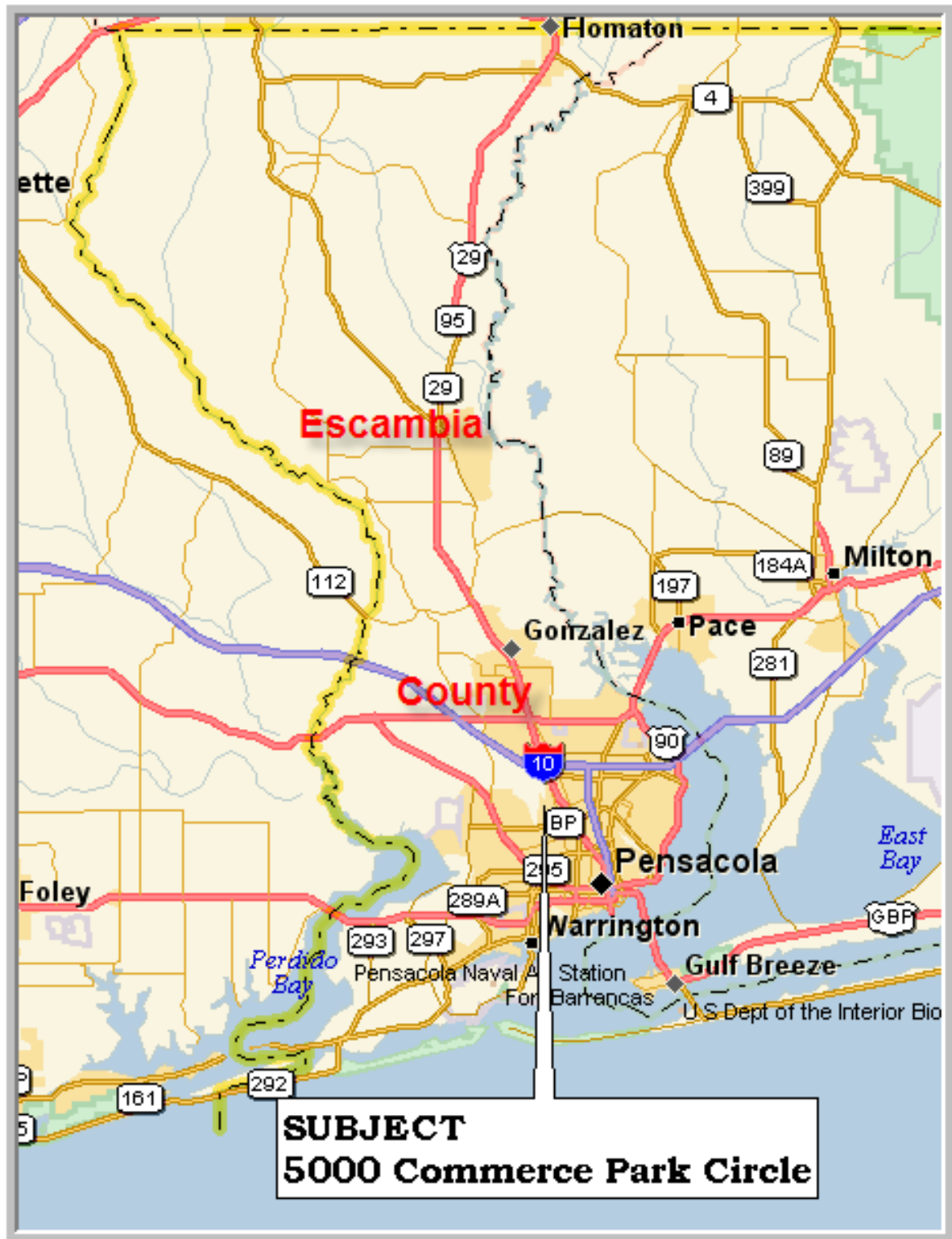
## SUBJECT PHOTOGRAPH



## AERIAL PHOTOGRAPH OF SUBJECT



## LOCATION OF SUBJECT WITHIN ESCAMBIA COUNTY



## SUMMARY OF SALIENT FACTS

<b>INTENDED USERS OF APPRAISAL:</b>	Escambia County Board of County Commissioners and the Property Division of the Office of Management & Budget Services
<b>USE OF APPRAISAL:</b>	Establishment of market value in anticipation of marketing and selling the property by auction.
<b>OWNER OF RECORD:</b>	Escambia County
<b>DATE OF VALUE:</b>	November 26, 2014
<b>INSPECTION DATE:</b>	November 26, 2014
<b>REPORT DATE:</b>	December 4, 2014
<b>PROPERTY RIGHTS APPRAISED:</b>	Fee simple.
<b>PARCEL ID:</b>	Tax Parcel #39-1S-30-0200-002-002
<b>LOCATION:</b>	5000 Commerce Park Circle, Marcus Pointe Commerce Park
<b>PHYSICAL LOCATION:</b>	East side of Commerce Park Circle.
<b>CURRENT IMPROVEMENTS:</b>	None.
<b>HIGHEST AND BEST USE:</b>	Large-scale commercial or small-scale industrial construction.
<b>ESTIMATED EXPOSURE TIME:</b>	Nine to fifteen months.
<b>EXTRAORDINARY ASSUMPTION:</b>	The opinion of value given in this appraisal is made with the extraordinary assumption that Gulf Power Company will allow access roads and/or parking lots on the areas of easement. Use of this assumption may have an effect on value.
<b>OPINION OF MARKET VALUE:</b>	<b>\$340,000</b>



## **SCOPE OF APPRAISAL**

The appraisal problem, and purpose of this appraisal, is to provide an opinion of current market value of the subject property. The subject property was first identified by the client. Research was then made of the subject property, including a visit to it on November 26, 2014, which is the date of value. Other research involved a search of public records sources to include the Escambia County Tax Collector's office, the Escambia County Property Appraiser's office, the Escambia County Clerk of Courts, the Gulf Coast Commercial Multiple Listing Service (GCCMLS), the Escambia County Code of Ordinances, and the Florida Department of Transportation, as well as research involving the Certified Commercial Investment Member (CCIM) Site To Do Business.

Additional research was conducted on a local scale in an effort to identify trends and factors that have an effect on property values within the subject market area. Once these trends and factors were identified, a highest and best use analysis was conducted. Upon determination of the land's highest and best use, sales of similar land were researched for use in the direct sales comparison approach to value. Sources of information on these sales included the local Pensacola Association of Realtors (PAR) Multiple Listing Service (MLS), the Gulf Coast Commercial Multiple Listing Service (GCCMLS), the Escambia County Property Appraiser's office, the Escambia County Clerk of Courts, local commercial real estate professionals, as well as buyers and sellers.

Development of the direct sales comparison approach to value resulted in a range of market value, which has been reconciled into a final value conclusion. Finally, this current opinion of market value for the subject, as well as a summary of all pertinent information involved in that determination, is presented within this appraisal report.

## **PURPOSE OF APPRAISAL**

The purpose of this appraisal is to estimate the market value of the subject property. The objective of this report is to present the data and reasoning that the appraiser used to form the opinion of value.

## **PROPERTY RIGHTS APPRAISED**

The property rights appraised are those of a fee simple estate. “Fee simple estate” has been defined as:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”<sup>1</sup>

## **EXTRAORDINARY ASSUMPTION**

The opinion of value given in this appraisal report is made with the extraordinary assumption that Gulf Power Company will allow access roads and/or parking lots on the areas of easement. Use of this extraordinary assumption may have an effect on value.

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<sup>1</sup> Appraisal Institute, *The Appraisal of Real Estate*, 12<sup>th</sup> ed. (Chicago: Appraisal Institute, 2001) 68.

## MARKET VALUE DEFINITION AND IMPLICATIONS

The definition and qualifications of this term as currently accepted by the Lending Institutions to include such organizations as the Federal Home Loan Bank Board, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, and Federal Deposit Insurance Corporation are as follows:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- A. buyer and seller are typically motivated;
- B. both parties are well informed or well advised, and acting in what they consider their own best interests;
- C. a reasonable time is allowed for exposure in the open market;
- D. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- E. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”<sup>2</sup>

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<sup>2</sup> Appraisal Institute, *The Appraisal of Real Estate*, 12<sup>th</sup> ed. (Chicago: Appraisal Institute, 2001) 23.

## LAND DESCRIPTION

For a better visualization of this narration, please refer to the following pages for exhibits and photographs.

**LOCATION:** East side of Commerce Park Circle.

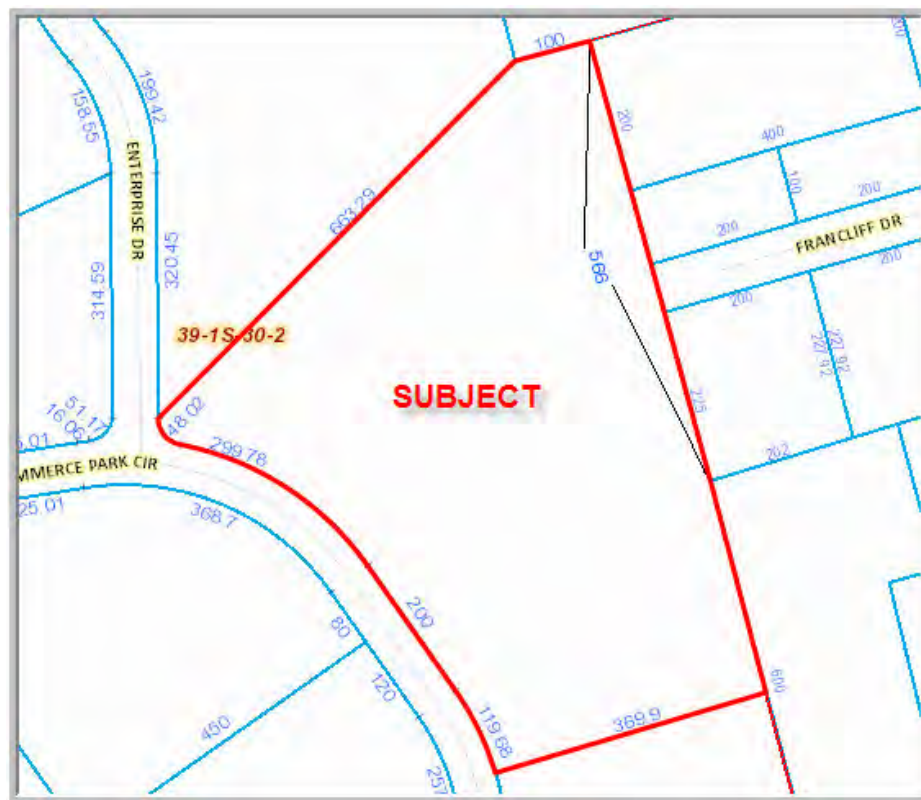
**LEGAL REFERENCE:** Lot 2, Block B, Marcus Pointe Commerce Park,  
PB 14, p 82, OR 2838, p 929.

**LAND AREA:** ±9.04 Acres.

This is the total subject area based on the statement of size from Escambia County GIS.

**SHAPE:** Irregular.

**DIMENSIONS:** Undetermined. The Plat Map below indicates most of the dimensions with the exception of that along the eastern boundary.



**INGRESS/EGRESS:**

Adequate access from public road.

The subject property, described as being tax parcel #39-1S-30-0200-002-002, has a western boundary that borders the eastern right-of-way of Commerce Park Circle. As shown on the previous plat map, total frontage along Commerce Park Circle is approximately 667.48 feet. Commerce Park Circle is a two-lane, asphalt-paved road with concrete curbs and drainage gutters.

There is no legal access from Francliff Drive.

**TOPOGRAPHY:**

The subject property is only slightly rolling. The topographic map below shows the approximate location of the subject outlined in red. Most of the property appears to be at elevation of between 95 and 105 feet above sea level with very little variation.



**FLOOD DATA:**

The subject property appears to be designated as located in Zone X, an area outside of the 100-year flood zone, according to Flood Insurance Rate Map 12033C0360G, dated September 29, 2006. A copy of the referenced map is shown on a following page.

**IMPROVEMENTS:**

None other than several steel support towers for overhead power transmission lines.

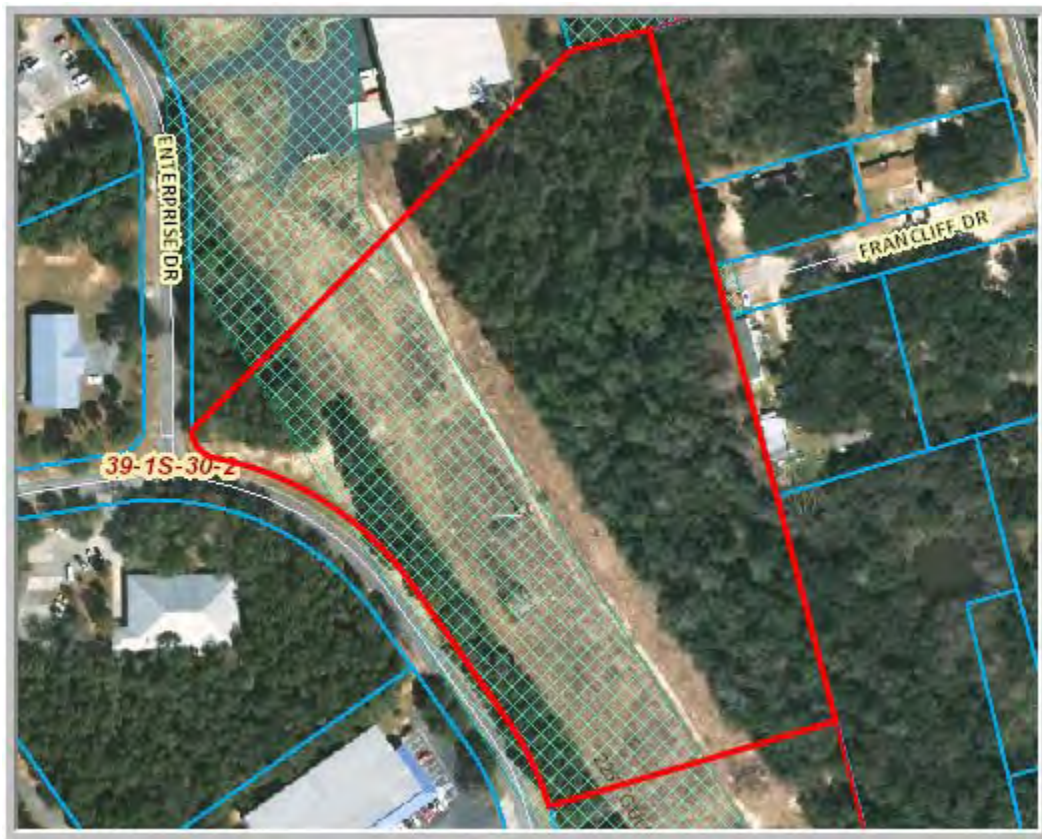
**ENVIRONMENTAL  
CONCERNS:**

None noted.

We were not provided with any type of environmental study. We are unaware of any environmental concerns, but the reader should be aware that we are not experts in determination of environmental contamination.

**EASEMENTS:**

From our study of an aerial photograph, it appears that approximately 40% of the subject property's total area is encumbered with an easement. This easement appears to allow for placement, passing, and servicing of overhead power transmission lines held aloft by steel support towers. This area is identified as a 225-foot easement to Gulf Power Company. The aerial photograph below shows the approximate area through which this easement passes, displayed as green cross-hatching with the subject property outlined in red.



<b>ENCROACHMENTS:</b>	<p>None noted.</p> <p>From a visit to the parcel and a viewing of the aerial photograph, we do not note any obvious encroachments.</p>
<b>RESTRICTIONS:</b>	<p>From a review of the five-year history of the subject property, which contains no recorded deed transfers of the property, we do not note any obviously stated deed restrictions on the property. However, we were not provided any title search results for our use and the user of this appraisal report is advised that our research should not be mistaken as the equivalent of a title search.</p>
<b>ZONING:</b>	<p>ID-1, Industrial district, per Escambia County.</p> <p>The entire subject parcel is zoned ID-1, Industrial district, per Escambia County. This zoning designation allows for a variety of commercial and industrial uses. A detailed description of allowed uses per the Escambia County Code of Ordinances is included in the Addendum.</p>
<b>ASSESSED VALUE:</b>	<p>\$155,610, which is the 2014 certified roll assessment from the Escambia County Property Appraiser's office.</p>
<b>PROPERTY TAXES:</b>	<p>With this being county-owned land, no real estate taxes are collected. Based on 2014 millage rates, were the property privately owned, it is estimated that real estate taxes would be approximately \$2,337.50 per year.</p>
<b>RECENT HISTORY:</b>	<p>According to our research, there have been no transactions involving the subject property during the last five years.</p>



## PHOTOGRAPHS



View of Subject Property along Commerce Park Circle



View of Interior of Subject Property



## PHOTOGRAPHS



View of Subject Parcel from within Easement Area on the Property



View of Subject Property Showing Easement Area on Right and Unencumbered Portion of Left

## PHOTOGRAPHS



View of Subject Property, Looking South



View from within Easement Area on Subject Property

## PHOTOGRAPHS



View of Commerce Park Circle with Subject on Right



View of Commerce Park Circle with Subject on Left

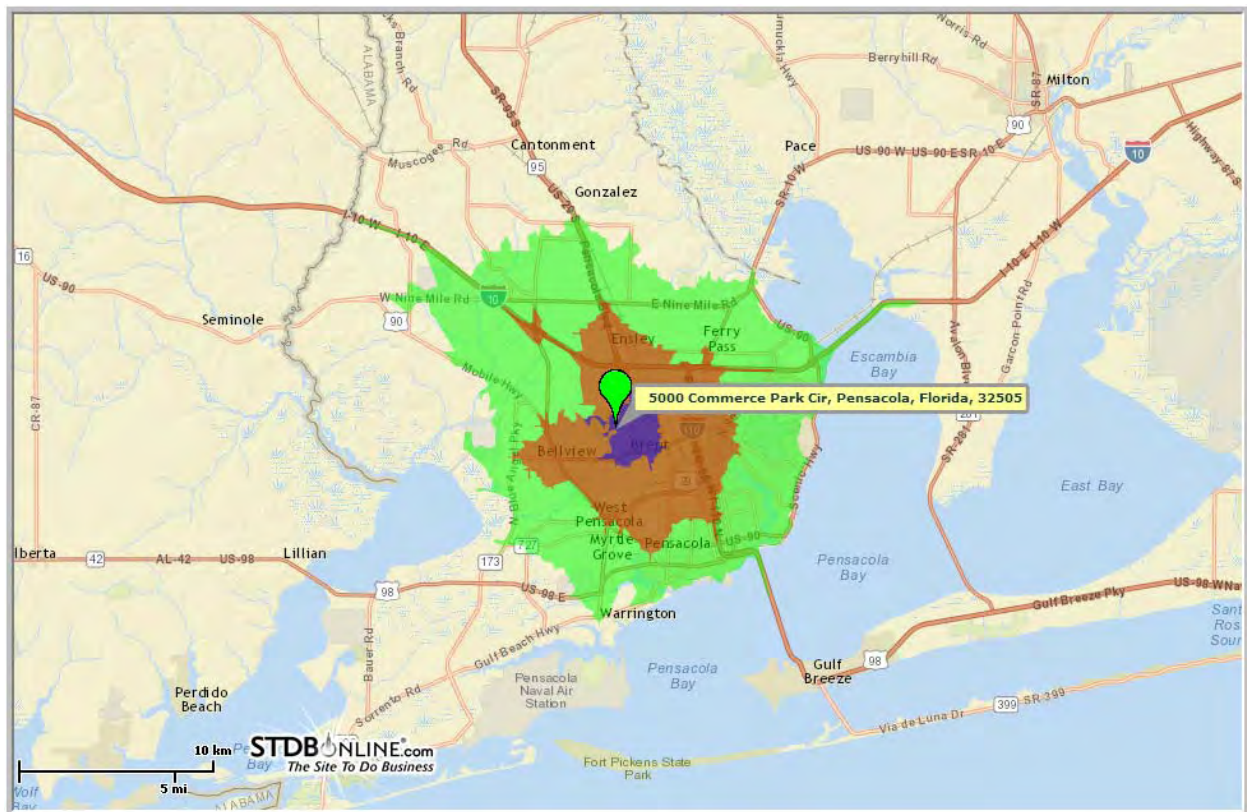




## GENERAL MARKET AREA DATA

This section of the report is to familiarize the reader with the area and provide statistical background for support of the analysis of highest and best use. To do this, the reader must first understand that there are four basic interrelated forces that influence the value of a property: social ideals and standards, economic changes and adjustments, governmental controls and regulations, and physical or environmental changes. These forces are complex, ever-changing, and combine as cause and effect of changes which influence not only the general economy but every parcel of real estate. These forces are considered in every phase of the valuation process but are best discussed in this section of the report. We have considered each facet in the valuation.

## GENERAL MARKET AREA



Please note that on the map that area encompassed in green represents the 15-minute drive radius to/from the subject property, while the tan area represents the 10-minute drive radius, and the blue area shows the 5-minute drive radius.

The subject market area is identified as being the south Escambia County area, generally bound on the south by Pensacola Bay, on the west by Mobile Highway and Blue Angel Parkway, on the north by Nine Mile Road, and on the east by Escambia Bay. This market area includes the City of Pensacola and the most immediate developed portions outside of the city. This area also includes the most densely populated portion of the Pensacola Metropolitan Statistical Area (MSA) with about 40% of the MSA's total ±470,000 people located within the defined market area. Even with the subject property in the northwest quadrant, the market area generally centers on the intersection of Pensacola Boulevard/U.S. Highway 29 and Bayou Boulevard/Beverly Parkway/Michigan Avenue/Saufley Field Road. Most other major MSA thoroughfares pass through this area, including U.S. Interstate Highway 10 and the 110 spur. Arterial roadways create good access to area schools, shops, businesses, and residential areas.

Commercial development has historically concentrated along the aforementioned thoroughfares. The oldest commercial submarket is downtown Pensacola with concentric rings radiating from the historical Pensacola site: Navy Boulevard/Fairfield Drive/W Street, Bayou Boulevard/Michigan Avenue, and most recently Nine Mile Road. These generally east-west radial arcs of commercial development are penetrated by the north-south commercial roads of 9<sup>th</sup> Avenue, Davis Highway, Pensacola Boulevard/Palafox Street, and Mobile Highway. Since the 1970s, Interstate Highway 10 and the 110 spur have become key components in the area's transportation network. Traditional development patterns have followed the template of commercial use along the main thoroughfares—these areas having been first developed with heavy commercial and some light industrial uses when they were at the edge of the metropolitan area—to support residential population growth that settles in infill areas between the major roads. As the metropolitan area has expanded outward, physical limitations caused by water features and swampland at the southern, western, eastern edges—where heavy commercial and light industrial uses would typically be focused—have created more demand for centralized locations within the MSA for convenient commuting times for the

workforce, as well as distribution to product markets. This demand has expressed itself through more desire for locations in close proximity to the Interstate Highways.

According to consultant recommendations provided to the Greater Pensacola Chamber of Commerce in 2013, the Pensacola MSA will require up to 600 acres of ready-to-build industrial park land within the next several years. This will be required to adequately accommodate potential businesses being lobbied to locate operations or expansion in the area. Recent efforts toward this end have resulted in the Downtown Technology Park and Northwest Florida Industrial Park. This is in addition to the Central Commerce Park, Airport Commerce Park, Ellyson Industrial Park, and Marcus Pointe Commerce Park. Also, since June 2012 areas to the northwest of Fairfield Drive and U.S. I-110 have been cleared by the United States Environmental Protection Agency for reuse.

With continued growth of population in the market area, there is demand for nearby housing, particularly in the suburban regions at the edge of the market area. This demand was slightly overestimated in the early part of the last decade. Coupled with the last national economic recession, this had resulted in an oversupply of available single-family home sites, as well as vacated existing homes. The market appears to be slowly absorbing this oversupply with a general increase in population figures, as well as a slow return to obtainable financing. It is expected that this trend will continue through the end of this decade.

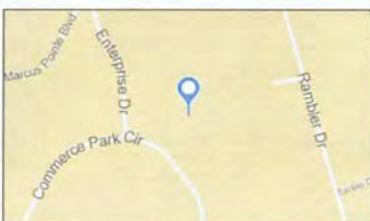




## Site Map

Lat: 3565150.126920, Lon: -9714282.565442  
Drive Time: 5, 10, 15 Minutes

Prepared by M. Eugene Presley  
Latitude: 30.478087  
Longitude: -87.264885







## 2010 Census Profile

Lat: 3565150.126920, Lon: -9714282.565442  
Drive Time: 5 minutes

Prepared by M. Eugene Presley

Latitude 30.478067148

Longitude -97.26486602

### Households by Type

Total	1,313	100.0%
Households with 1 Person	356	27.1%
Households with 2+ People	957	72.9%
Family Households	870	66.3%
Husband-wife Families	510	38.8%
With Own Children	166	12.6%
Other Family (No Spouse Present)	360	27.4%
With Own Children	179	13.6%
Nonfamily Households	87	6.6%
All Households with Children	432	32.9%
Multigenerational Households	70	5.3%
Unmarried Partner Households	92	7.0%
Male-female	83	6.3%
Same-sex	9	0.7%
Average Household Size	2.56	

### Family Households by Size

Total	870	100.0%
2 People	362	41.6%
3 People	212	24.4%
4 People	161	18.5%
5 People	76	8.7%
6 People	35	4.0%
7+ People	24	2.8%
Average Family Size	3.08	

### Nonfamily Households by Size

Total	444	100.0%
1 Person	356	80.2%
2 People	62	14.0%
3 People	20	4.5%
4 People	4	0.9%
5 People	0	0.0%
6 People	2	0.5%
7+ People	0	0.0%
Average Nonfamily Size	1.29	

### Population by Relationship and Household Type

Total	3,365	100.0%
In Households	3,364	100.0%
In Family Households	2,792	83.0%
Householder	875	26.0%
Spouse	513	15.2%
Child	1,119	33.3%
Other relative	177	5.3%
Nonrelative	109	3.2%
In Nonfamily Households	572	17.0%
In Group Quarters	1	0.0%
Institutionalized Population	0	0.0%
Noninstitutionalized Population	1	0.0%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography. Average family size excludes nonrelatives.  
Source: U.S. Census Bureau, Census 2010 Summary File 1.



## 2010 Census Profile

Lat: 3565150.126920, Lon: -9714282.565442  
Drive Time: 10 minutes

Prepared by M. Eugene Presley  
Latitude: 30.478067146  
Longitude: -87.26468502

### Households by Type

Total	20,154	100.0%
Households with 1 Person	5,918	29.4%
Households with 2+ People	14,236	70.6%
Family Households	12,758	63.3%
Husband-wife Families	7,097	35.2%
With Own Children	2,304	11.4%
Other Family (No Spouse Present)	5,661	28.1%
With Own Children	2,794	13.9%
Nonfamily Households	1,478	7.3%
All Households with Children	6,306	31.3%
Multigenerational Households	1,146	5.7%
Unmarried Partner Households	1,438	7.1%
Male-female	1,288	6.4%
Same-sex	150	0.7%
Average Household Size	2.47	

### Family Households by Size

Total	12,757	100.0%
2 People	5,443	42.7%
3 People	3,216	25.2%
4 People	2,140	16.8%
5 People	1,126	8.8%
6 People	484	3.8%
7+ People	348	2.7%
Average Family Size	3.05	

### Nonfamily Households by Size

Total	7,396	100.0%
1 Person	5,918	80.0%
2 People	1,147	15.5%
3 People	239	3.2%
4 People	58	0.8%
5 People	22	0.3%
6 People	8	0.1%
7+ People	4	0.1%
Average Nonfamily Size	1.27	

### Population by Relationship and Household Type

Total	54,793	100.0%
In Households	49,722	90.7%
In Family Households	40,356	73.7%
Householder	12,755	23.3%
Spouse	7,070	12.9%
Child	16,636	30.4%
Other relative	2,448	4.5%
Nonrelative	1,446	2.6%
In Nonfamily Households	9,365	17.1%
In Group Quarters	5,071	9.3%
Institutionalized Population	1,574	2.9%
Noninstitutionalized Population	3,498	6.4%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography. Average family size excludes nonrelatives.  
Source: U.S. Census Bureau, Census 2010 Summary File 1.



## 2010 Census Profile

Lat: 3565150.126920, Lon: -9714282.565442  
Drive Time: 15 minutes

Prepared by M. Eugene Presley

Latitude: 30.478057146

Longitude: -87.26488502

<b>Households by Type</b>		
Total	73,422	100.0%
Households with 1 Person	22,636	30.8%
Households with 2+ People	50,786	69.2%
Family Households	45,082	61.4%
Husband-wife Families	28,186	38.4%
With Own Children	9,261	12.6%
Other Family (No Spouse Present)	16,896	23.0%
With Own Children	8,540	11.6%
Nonfamily Households	5,704	7.8%
All Households with Children	21,247	28.9%
Multigenerational Households	3,316	4.5%
Unmarried Partner Households	5,063	6.9%
Male-female	4,433	6.0%
Same-sex	630	0.9%
Average Household Size	2.37	
<b>Family Households by Size</b>		
Total	45,082	100.0%
2 People	20,535	45.6%
3 People	11,107	24.6%
4 People	7,433	16.5%
5 People	3,630	8.1%
6 People	1,447	3.2%
7+ People	930	2.1%
Average Family Size	2.96	
<b>Nonfamily Households by Size</b>		
Total	28,340	100.0%
1 Person	22,636	79.9%
2 People	4,565	16.1%
3 People	819	2.9%
4 People	231	0.8%
5 People	51	0.2%
6 People	25	0.1%
7+ People	13	0.0%
Average Nonfamily Size	1.25	
<b>Population by Relationship and Household Type</b>		
Total	181,197	100.0%
In Households	173,667	95.8%
In Family Households	138,160	76.2%
Householder	45,053	24.9%
Spouse	28,175	15.5%
Child	53,259	29.4%
Other relative	7,048	3.9%
Nonrelative	4,626	2.6%
In Nonfamily Households	35,506	19.6%
In Group Quarters	7,530	4.2%
Institutionalized Population	2,894	1.6%
Noninstitutionalized Population	4,636	2.6%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography. Average family size excludes nonrelatives.  
Source: U.S. Census Bureau, Census 2010 Summary File 1.





## Executive Summary

Lat: 3565150.126920, Lon: -9714282.565442  
Drive Time: 5, 10, 15 minutes

Prepared by M. Eugene Presley

Latitude: 35.651501, Longitude: -97.242825

	0 - 5 minutes	0 - 10 minutes	0 - 15 minutes
<b>Median Household Income</b>			
2013 Median Household Income	\$30,076	\$31,394	\$37,034
2018 Median Household Income	\$32,375	\$36,028	\$43,082
2013-2018 Annual Rate	1.48%	2.79%	3.07%
<b>Average Household Income</b>			
2013 Average Household Income	\$41,278	\$43,071	\$52,095
2018 Average Household Income	\$47,345	\$49,678	\$60,842
2013-2018 Annual Rate	2.78%	2.90%	3.15%
<b>Per Capita Income</b>			
2013 Per Capita Income	\$16,277	\$16,858	\$21,597
2018 Per Capita Income	\$18,752	\$19,374	\$25,253
2013-2018 Annual Rate	2.87%	2.82%	3.18%

### Households by Income

Current median household income is \$37,034 in the area, compared to \$51,314 for all U.S. households. Median household income is projected to be \$43,082 in five years, compared to \$59,580 for all U.S. households.

Current average household income is \$52,095 in this area, compared to \$71,842 for all U.S. households. Average household income is projected to be \$60,842 in five years, compared to \$83,667 for all U.S. households.

Current per capita income is \$21,597 in the area, compared to the U.S. per capita income of \$27,567. The per capita income is projected to be \$25,253 in five years, compared to \$32,073 for all U.S. households.

### Housing

2000 Total Housing Units	1,425	21,822	77,308
2000 Owner Occupied Housing Units	946	12,844	45,806
2000 Owner Occupied Housing Units	362	7,093	24,702
2000 Vacant Housing Units	117	1,885	6,800
2010 Total Housing Units	1,475	22,701	83,291
2010 Owner Occupied Housing Units	872	12,358	45,593
2010 Renter Occupied Housing Units	441	7,796	27,830
2010 Vacant Housing Units	162	2,547	9,868
2013 Total Housing Units	1,489	23,058	84,657
2013 Owner Occupied Housing Units	784	11,660	43,656
2013 Renter Occupied Housing Units	464	8,526	30,458
2013 Vacant Housing Units	241	2,872	10,542
2018 Total Housing Units	1,510	23,607	86,595
2018 Owner Occupied Housing Units	779	12,108	45,739
2018 Renter Occupied Housing Units	427	8,495	30,476
2018 Vacant Housing Units	304	3,004	10,380

Currently, 51.6% of the 84,657 housing units in the area are owner occupied; 36.0% are renter occupied; and 12.5% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.3% are renter occupied; and 11.3% are vacant. In 2010, there were 83,291 housing units in the area - 54.7% owner occupied, 33.4% renter occupied, and 11.8% vacant. The annual rate of change in housing units since 2010 is 0.73%. Median home value in the area is \$126,294, compared to a median home value of \$177,257 for the U.S. In five years, median value is projected to change by 5.28% annually to \$163,381.

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1; Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.



## Market Profile - Appraisal Version

Lat: 3565150.126920, Lon: -9714282.565442  
Drive Time: 5, 10, 15 minutes

Prepared by M. Eugene Presley  
Latitude: 30.478007146  
Longitude: -97.26442403

	0 - 5 minutes	0 - 10 minutes	0 - 15 minutes
<b>Population Summary</b>			
2000 Total Population	3,476	55,605	178,379
2010 Total Population	3,365	54,793	181,197
2013 Total Population	3,190	54,774	182,551
2013 Group Quarters	1	5,071	7,578
2018 Total Population	3,071	55,605	186,871
2013-2018 Annual Rate	-0.76%	0.30%	0.47%
<b>Household Summary</b>			
2000 Households	1,308	19,937	70,508
2000 Average Household Size	2.60	2.51	2.41
2010 Households	1,313	20,154	73,423
2010 Average Household Size	2.56	2.47	2.37
2013 Households	1,248	20,186	74,115
2013 Average Household Size	2.56	2.46	2.36
2018 Households	1,206	20,603	76,215
2018 Average Household Size	2.55	2.45	2.35
2013-2018 Annual Rate	-0.69%	0.41%	0.56%
2010 Families	870	12,758	45,082
2010 Average Family Size	3.08	3.05	2.96
2013 Families	822	12,690	45,243
2013 Average Family Size	3.09	3.06	2.97
2018 Families	789	12,849	46,200
2018 Average Family Size	3.08	3.05	2.96
2013-2018 Annual Rate	-0.83%	0.25%	0.42%
<b>Housing Unit Summary</b>			
2000 Housing Units	1,425	21,822	77,308
Owner Occupied Housing Units	66.4%	58.9%	59.3%
Renter Occupied Housing Units	25.4%	32.5%	32.0%
Vacant Housing Units	8.2%	8.6%	8.8%
2010 Housing Units	1,475	22,701	83,291
Owner Occupied Housing Units	59.1%	54.4%	54.7%
Renter Occupied Housing Units	29.9%	34.3%	33.4%
Vacant Housing Units	11.0%	11.2%	11.8%
2013 Housing Units	1,489	23,058	84,657
Owner Occupied Housing Units	52.7%	50.6%	51.6%
Renter Occupied Housing Units	31.2%	37.0%	36.0%
Vacant Housing Units	16.2%	12.5%	12.5%
2018 Housing Units	1,510	23,607	86,595
Owner Occupied Housing Units	51.6%	51.3%	52.8%
Renter Occupied Housing Units	28.3%	36.0%	35.2%
Vacant Housing Units	20.1%	12.7%	12.0%
<b>Median Household Income</b>			
2013	\$30,076	\$31,394	\$37,034
2018	\$32,375	\$36,028	\$43,082
<b>Median Home Value</b>			
2013	\$87,113	\$100,675	\$126,294
2018	\$100,765	\$128,279	\$163,381
<b>Per Capita Income</b>			
2013	\$16,277	\$16,858	\$21,597
2018	\$18,752	\$19,374	\$25,253
<b>Median Age</b>			
2010	37.7	34.3	37.9
2013	38.0	34.6	38.2
2018	38.7	35.6	38.8

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.  
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.





## Market Profile - Appraisal Version

Lat: 3565150.126920, Lon: -9714282.565442  
Drive Time: 5, 10, 15 minutes

Prepared by M. Eugene Presley

Latitude: 30.475067148

Longitude: -97.26483882

	0 - 5 minutes	0 - 10 minutes	0 - 15 minutes
<b>2013 Households by Income</b>			
Household Income Base	1,248	20,186	74,115
< \$15,000	23.6%	22.5%	19.4%
\$15,000 - \$24,999	10.5%	16.5%	14.3%
\$25,000 - \$34,999	26.0%	15.4%	13.4%
\$35,000 - \$49,999	17.0%	16.7%	15.9%
\$50,000 - \$74,999	12.8%	15.8%	17.5%
\$75,000 - \$99,999	5.0%	7.0%	9.2%
\$100,000 - \$149,999	2.4%	3.6%	6.5%
\$150,000 - \$199,999	1.4%	1.4%	2.1%
\$200,000+	1.3%	0.9%	1.7%
Average Household Income	\$41,278	\$43,071	\$52,095
<b>2018 Households by Income</b>			
Household Income Base	1,206	20,603	76,215
< \$15,000	23.4%	22.0%	18.6%
\$15,000 - \$24,999	8.0%	12.2%	10.4%
\$25,000 - \$34,999	23.2%	14.2%	11.9%
\$35,000 - \$49,999	16.2%	16.3%	14.9%
\$50,000 - \$74,999	13.7%	16.5%	17.6%
\$75,000 - \$99,999	7.7%	10.1%	12.6%
\$100,000 - \$149,999	4.3%	5.4%	9.1%
\$150,000 - \$199,999	2.2%	2.1%	2.9%
\$200,000+	1.3%	1.1%	2.1%
Average Household Income	\$47,345	\$49,678	\$60,842
<b>2013 Owner Occupied Housing Units by Value</b>			
Total	784	11,660	43,656
< \$50,000	9.7%	8.8%	6.0%
\$50,000 - \$99,999	54.3%	40.8%	28.6%
\$100,000 - \$149,999	22.7%	30.5%	29.3%
\$150,000 - \$199,999	4.7%	11.4%	17.8%
\$200,000 - \$249,999	2.3%	3.6%	7.8%
\$250,000 - \$299,999	1.8%	1.6%	3.9%
\$300,000 - \$399,999	2.3%	1.5%	3.2%
\$400,000 - \$499,999	1.1%	0.6%	1.3%
\$500,000 - \$749,999	0.9%	0.5%	1.0%
\$750,000 - \$999,999	0.1%	0.1%	0.3%
\$1,000,000 +	0.1%	0.6%	0.8%
Average Home Value	\$110,495	\$122,771	\$155,121
<b>2018 Owner Occupied Housing Units by Value</b>			
Total	779	12,108	45,739
< \$50,000	8.1%	7.2%	4.5%
\$50,000 - \$99,999	41.6%	28.7%	18.3%
\$100,000 - \$149,999	23.4%	24.9%	20.3%
\$150,000 - \$199,999	10.8%	21.0%	25.8%
\$200,000 - \$249,999	4.4%	8.0%	13.9%
\$250,000 - \$299,999	2.7%	3.4%	7.0%
\$300,000 - \$399,999	4.5%	3.1%	5.0%
\$400,000 - \$499,999	1.9%	1.2%	1.9%
\$500,000 - \$749,999	2.1%	1.1%	1.7%
\$750,000 - \$999,999	0.4%	0.4%	0.6%
\$1,000,000 +	0.1%	1.0%	1.0%
Average Home Value	\$140,965	\$157,311	\$190,637

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.



## Market Profile - Appraisal Version

Lat: 3565150.126920, Lon: -9714282.565442  
Drive Time: 5, 10, 15 minutes

Prepared by M. Eugene Presley

Latitude 30.478067146

Longitude -97.28444302

	0 - 5 minutes	0 - 10 minutes	0 - 15 minutes
<b>2010 Population by Age</b>			
Total	3,364	54,792	181,198
0 - 4	6.9%	6.9%	6.6%
5 - 9	6.6%	5.8%	5.8%
10 - 14	6.5%	5.6%	5.6%
15 - 24	13.4%	19.5%	15.6%
25 - 34	13.5%	13.0%	13.2%
35 - 44	12.1%	10.9%	11.3%
45 - 54	15.6%	13.9%	14.5%
55 - 64	12.2%	11.1%	12.4%
65 - 74	7.3%	7.3%	7.9%
75 - 84	4.9%	4.4%	5.0%
85 +	1.0%	1.5%	1.9%
18 +	75.7%	77.8%	78.3%
<b>2013 Population by Age</b>			
Total	3,192	54,775	182,553
0 - 4	6.7%	6.7%	6.4%
5 - 9	6.6%	6.0%	6.0%
10 - 14	6.3%	5.5%	5.6%
15 - 24	13.0%	18.2%	14.3%
25 - 34	14.0%	14.0%	14.2%
35 - 44	11.5%	10.8%	11.1%
45 - 54	14.3%	12.9%	13.4%
55 - 64	13.2%	11.8%	13.1%
65 - 74	8.1%	7.8%	8.7%
75 - 84	4.9%	4.6%	5.0%
85 +	1.3%	1.6%	2.1%
18 +	76.6%	78.3%	78.7%
<b>2018 Population by Age</b>			
Total	3,071	55,602	186,869
0 - 4	6.7%	6.7%	6.4%
5 - 9	6.3%	5.9%	5.9%
10 - 14	6.2%	5.6%	5.8%
15 - 24	11.7%	16.9%	13.0%
25 - 34	14.2%	14.2%	14.2%
35 - 44	11.8%	11.0%	11.5%
45 - 54	12.1%	11.5%	11.8%
55 - 64	13.8%	12.1%	13.3%
65 - 74	10.0%	9.2%	10.3%
75 - 84	5.3%	5.2%	5.7%
85 +	1.8%	1.8%	2.3%
18 +	77.3%	78.5%	78.8%
<b>2010 Population by Sex</b>			
Males	1,660	26,520	87,022
Females	1,705	28,273	94,174
<b>2013 Population by Sex</b>			
Males	1,568	26,510	87,802
Females	1,623	28,263	94,750
<b>2018 Population by Sex</b>			
Males	1,505	26,892	89,961
Females	1,566	28,713	96,910

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.



## Market Profile - Appraisal Version

Lat: 3565150.126920, Lon: -9714282.565442  
Drive Time: 5, 10, 15 minutes

Prepared by M. Eugene Presley

Latitude: 30.878067148

Longitude: -97.26489307

	0 - 5 minutes	0 - 10 minutes	0 - 15 minutes
<b>2010 Population by Relationship and Household Type</b>			
Total	3,365	54,793	181,197
In Households	100.0%	90.7%	95.8%
In Family Households	83.0%	73.7%	76.2%
Householder	26.0%	23.3%	24.9%
Spouse	15.2%	12.9%	15.5%
Child	33.3%	30.4%	29.4%
Other relative	5.3%	4.5%	3.9%
Nonrelative	3.2%	2.6%	2.6%
In Nonfamily Households	17.0%	17.1%	19.6%
In Group Quarters	0.0%	9.3%	4.2%
Institutionalized Population	0.0%	2.9%	1.6%
Noninstitutionalized Population	0.0%	6.4%	2.6%
<b>2010 Households by Type</b>			
Total	1,313	20,154	73,422
Households with 1 Person	27.1%	29.4%	30.8%
Households with 2+ People	72.9%	70.6%	69.2%
Family Households	66.3%	63.3%	61.4%
Husband-wife Families	38.8%	35.2%	38.4%
With Related Children	14.8%	13.4%	14.2%
Other Family (No Spouse Present)	27.4%	28.1%	23.0%
Other Family with Male Householder	6.0%	5.7%	4.9%
With Related Children	3.2%	2.8%	2.6%
Other Family with Female Householder	21.4%	22.4%	18.1%
With Related Children	14.2%	14.6%	11.7%
Nonfamily Households	6.6%	7.3%	7.8%
All Households with Children	32.9%	31.3%	28.9%
Multigenerational Households	5.3%	5.7%	4.5%
Unmarried Partner Households	7.0%	7.1%	6.9%
Male-female	6.3%	6.4%	6.0%
Same-sex	0.7%	0.7%	0.9%
<b>2010 Households by Size</b>			
Total	1,314	20,153	73,422
1 Person Household	27.1%	29.4%	30.8%
2 Person Household	32.3%	32.7%	34.2%
3 Person Household	17.7%	17.1%	16.2%
4 Person Household	12.6%	10.9%	10.4%
5 Person Household	5.8%	5.7%	5.0%
6 Person Household	2.8%	2.4%	2.0%
7 + Person Household	1.8%	1.7%	1.3%
<b>2010 Households by Tenure and Mortgage Status</b>			
Total	1,313	20,154	73,423
Owner Occupied	66.4%	61.3%	62.1%
Owned with a Mortgage/Loan	40.9%	38.7%	40.8%
Owned Free and Clear	25.5%	22.6%	21.3%
Renter Occupied	33.6%	38.7%	37.9%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.





## Demographic and Income Profile - Appraisal Version

Lat: 3565150.126920, Lon: -9714282.565442  
Drive Time: 5, 10, 15 minutes

Prepared by M. Eugene Presley

Latitude 30.478067140

Longitude -97.26488502

Summary	Census 2010	2013	2018				
Population	3,365	3,190	3,071				
Households	1,313	1,248	1,206				
Families	870	822	789				
Average Household Size	2.56	2.56	2.55				
Owner Occupied Housing Units	872	784	779				
Renter Occupied Housing Units	441	464	427				
Median Age	37.7	38.0	38.7				
Trends: 2013 - 2018 Annual Rate	Area	State	National				
Population	-0.76%	0.99%	0.71%				
Households	-0.68%	0.98%	0.74%				
Families	-0.82%	0.87%	0.63%				
Owner HHs	-0.13%	1.32%	0.94%				
Median Household Income	1.48%	3.47%	3.03%				
Households by Income	2013		2018				
	Number	Percent	Number	Percent			
	<\$15,000	295	23.6%	282	23.4%		
	\$15,000 - \$24,999	131	10.5%	96	8.0%		
	\$25,000 - \$34,999	325	26.0%	280	23.2%		
	\$35,000 - \$49,999	212	17.0%	195	16.2%		
	\$50,000 - \$74,999	160	12.8%	165	13.7%		
	\$75,000 - \$99,999	62	5.0%	93	7.7%		
	\$100,000 - \$149,999	30	2.4%	52	4.3%		
	\$150,000 - \$199,999	18	1.4%	27	2.2%		
\$200,000+	16	1.3%	16	1.3%			
Median Household Income	\$30,076		\$32,375				
Average Household Income	\$41,278		\$47,345				
Per Capita Income	\$16,277		\$18,752				
Population by Age	Census 2010		2013		2018		
	Number	Percent	Number	Percent	Number	Percent	
	0 - 4	232	6.9%	215	6.7%	205	6.7%
	5 - 9	223	6.6%	210	6.6%	193	6.3%
	10 - 14	217	6.5%	202	6.3%	190	6.2%
	15 - 19	236	7.0%	197	6.2%	179	5.8%
	20 - 24	216	6.4%	217	6.8%	181	5.9%
	25 - 34	453	13.5%	448	14.0%	437	14.2%
	35 - 44	407	12.1%	368	11.5%	362	11.8%
	45 - 54	526	15.6%	457	14.3%	373	12.1%
	55 - 64	411	12.2%	422	13.2%	425	13.8%
	65 - 74	244	7.3%	257	8.1%	307	10.0%
	75 - 84	164	4.9%	156	4.9%	164	5.3%
	85+	35	1.0%	43	1.3%	55	1.8%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.

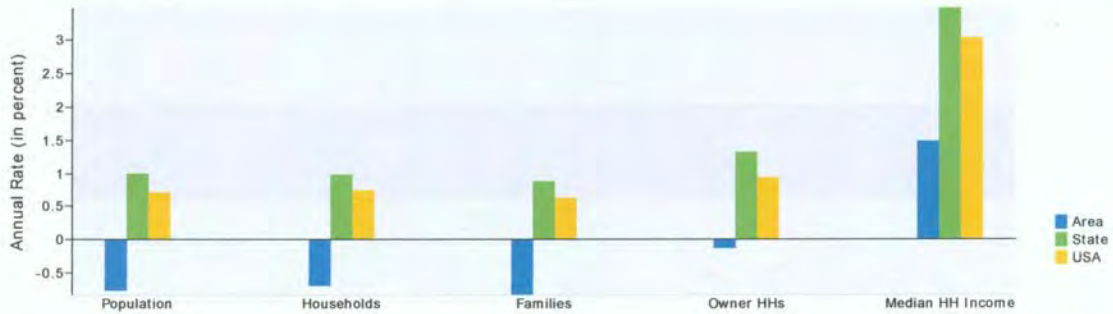


## Demographic and Income Profile - Appraisal Version

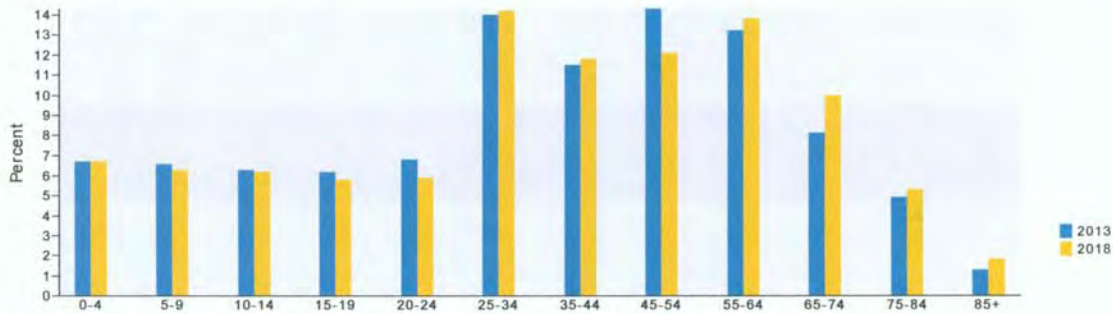
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Drive Time: 5, 10, 15 minutes

Prepared by M. Eugene Presley  
Latitude: 30.478057148  
Longitude: -87.26488502

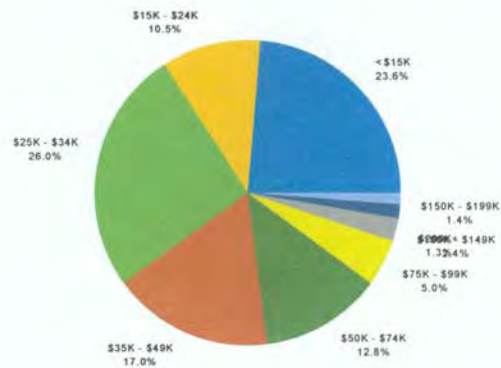
Trends 2013-2018



Population by Age



2013 Household Income



Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.



## Demographic and Income Profile - Appraisal Version

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Prepared by M. Eugene Presley  
Latitude: 30.478067148  
Longitude: -87.25488512

Summary	Census 2010	2013	2018			
Population	54,793	54,774	55,605			
Households	20,154	20,186	20,603			
Families	12,758	12,690	12,849			
Average Household Size	2.47	2.46	2.45			
Owner Occupied Housing Units	12,358	11,660	12,108			
Renter Occupied Housing Units	7,796	8,526	8,495			
Median Age	34.3	34.6	35.6			
Trends: 2013 - 2018 Annual Rate	Area	State	National			
Population	0.30%	0.99%	0.71%			
Households	0.41%	0.98%	0.74%			
Families	0.25%	0.87%	0.63%			
Owner HHs	0.76%	1.32%	0.94%			
Median Household Income	2.79%	3.47%	3.03%			
		2013	2018			
Households by Income		Number	Percent	Number	Percent	
< \$15,000		4,550	22.5%	4,538	22.0%	
\$15,000 - \$24,999		3,336	16.5%	2,523	12.2%	
\$25,000 - \$34,999		3,117	15.4%	2,919	14.2%	
\$35,000 - \$49,999		3,375	16.7%	3,352	16.3%	
\$50,000 - \$74,999		3,189	15.8%	3,405	16.5%	
\$75,000 - \$99,999		1,416	7.0%	2,090	10.1%	
\$100,000 - \$149,999		727	3.6%	1,119	5.4%	
\$150,000 - \$199,999		290	1.4%	428	2.1%	
\$200,000+		187	0.9%	230	1.1%	
Median Household Income		\$31,394		\$36,028		
Average Household Income		\$43,071		\$49,678		
Per Capita Income		\$16,858		\$19,374		
		Census 2010	2013	2018		
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	3,789	6.9%	3,673	6.7%	3,710	6.7%
5 - 9	3,194	5.8%	3,301	6.0%	3,254	5.9%
10 - 14	3,049	5.6%	3,038	5.5%	3,141	5.6%
15 - 19	4,701	8.6%	4,291	7.8%	4,219	7.6%
20 - 24	5,960	10.9%	5,665	10.3%	5,169	9.3%
25 - 34	7,143	13.0%	7,694	14.0%	7,911	14.2%
35 - 44	5,982	10.9%	5,891	10.8%	6,115	11.0%
45 - 54	7,634	13.9%	7,093	12.9%	6,397	11.5%
55 - 64	6,106	11.1%	6,471	11.8%	6,727	12.1%
65 - 74	3,992	7.3%	4,284	7.8%	5,088	9.2%
75 - 84	2,437	4.4%	2,493	4.6%	2,867	5.2%
85+	809	1.5%	881	1.6%	1,004	1.8%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.



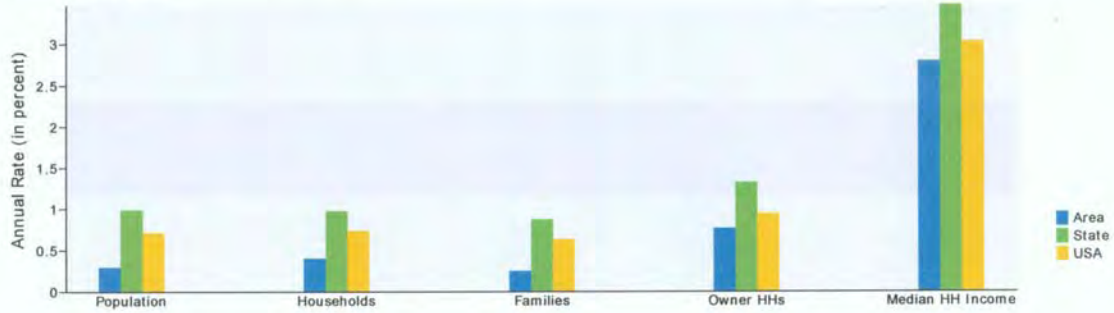


## Demographic and Income Profile - Appraisal Version

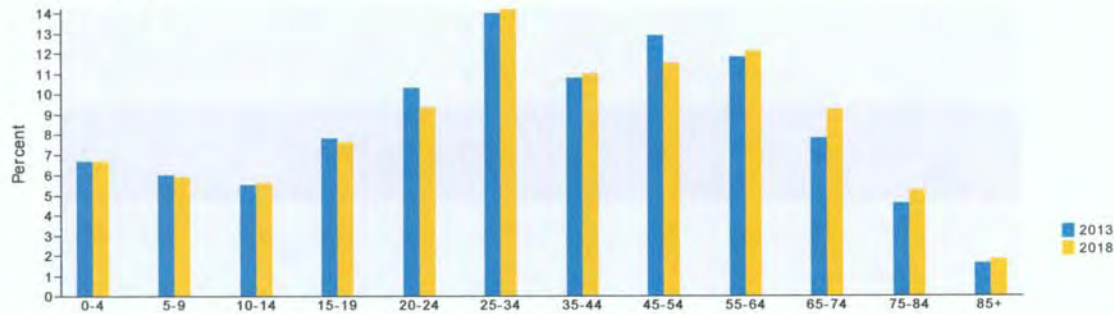
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Prepared by M. Eugene Presley  
Latitude: 30.478067148  
Longitude: -87.26488502

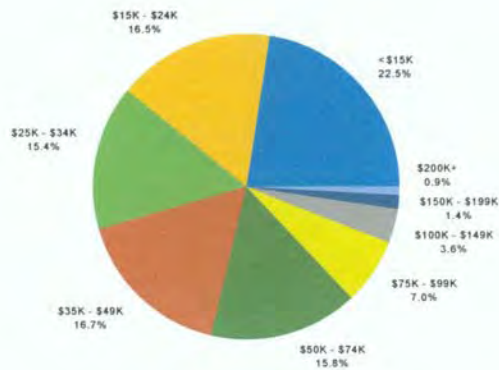
### Trends 2013-2018



### Population by Age



### 2013 Household Income



Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.



## Demographic and Income Profile - Appraisal Version

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Drive Time: 5, 10, 15 minutes

Prepared by M. Eugene Presley

Latitude: 30.478067146

Longitude: -97.26483502

Summary	Census 2010		2013		2018	
Population	181,197		182,551		186,871	
Households	73,423		74,115		76,215	
Families	45,082		45,243		46,200	
Average Household Size	2.37		2.36		2.35	
Owner Occupied Housing Units	45,593		43,656		45,739	
Renter Occupied Housing Units	27,830		30,458		30,476	
Median Age	37.9		38.2		38.8	
Trends: 2013 - 2018 Annual Rate	Area		State		National	
Population	0.47%		0.99%		0.71%	
Households	0.56%		0.98%		0.74%	
Families	0.42%		0.87%		0.63%	
Owner HHs	0.94%		1.32%		0.94%	
Median Household Income	3.07%		3.47%		3.03%	
			2013		2018	
Households by Income			Number	Percent	Number	Percent
<\$15,000			14,356	19.4%	14,143	18.6%
\$15,000 - \$24,999			10,612	14.3%	7,900	10.4%
\$25,000 - \$34,999			9,938	13.4%	9,055	11.9%
\$35,000 - \$49,999			11,754	15.9%	11,353	14.9%
\$50,000 - \$74,999			12,976	17.5%	13,414	17.6%
\$75,000 - \$99,999			6,825	9.2%	9,590	12.6%
\$100,000 - \$149,999			4,807	6.5%	6,944	9.1%
\$150,000 - \$199,999			1,556	2.1%	2,219	2.9%
\$200,000+			1,291	1.7%	1,597	2.1%
Median Household Income			\$37,034		\$43,082	
Average Household Income			\$52,095		\$60,842	
Per Capita Income			\$21,597		\$25,253	
			2013		2018	
Population by Age	Census 2010		Number	Percent	Number	Percent
0 - 4	11,953 6.6%		11,659	6.4%	11,876	6.4%
5 - 9	10,559 5.8%		10,972	6.0%	10,963	5.9%
10 - 14	10,209 5.6%		10,223	5.6%	10,780	5.8%
15 - 19	12,735 7.0%		11,612	6.4%	11,414	6.1%
20 - 24	15,577 8.6%		14,540	8.0%	12,811	6.9%
25 - 34	23,835 13.2%		25,902	14.2%	26,605	14.2%
35 - 44	20,541 11.3%		20,318	11.1%	21,471	11.5%
45 - 54	26,342 14.5%		24,424	13.4%	21,981	11.8%
55 - 64	22,517 12.4%		23,962	13.1%	24,924	13.3%
65 - 74	14,395 7.9%		15,903	8.7%	19,225	10.3%
75 - 84	9,018 5.0%		9,212	5.0%	10,561	5.7%
85+	3,516 1.9%		3,826	2.1%	4,258	2.3%

Data Note: Income is expressed in current dollars.  
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.

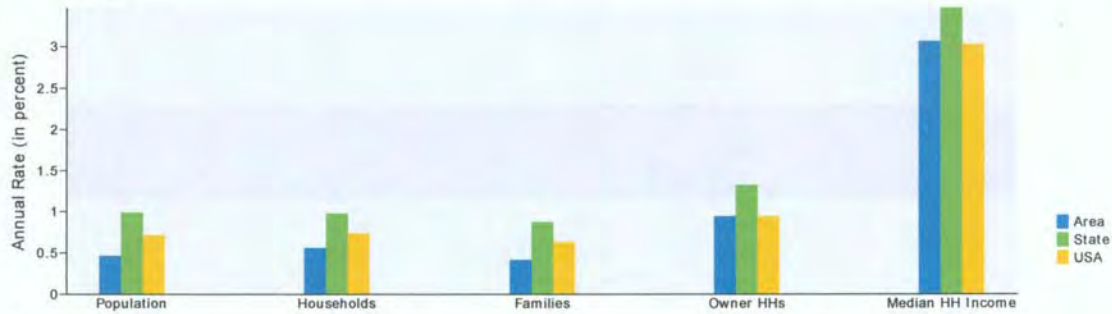


## Demographic and Income Profile - Appraisal Version

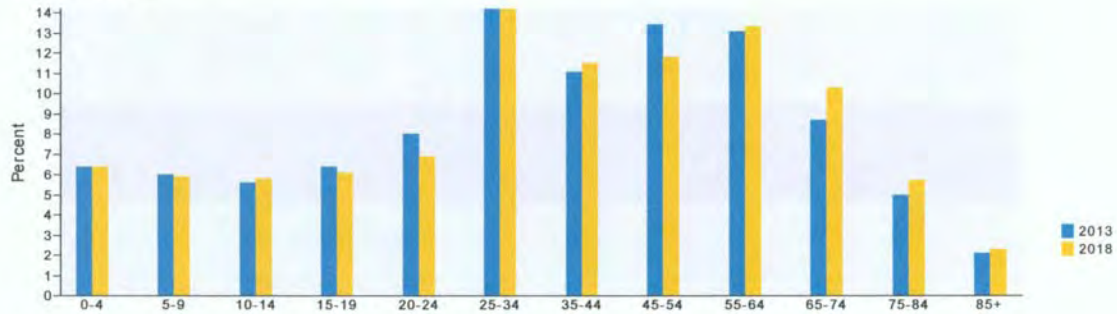
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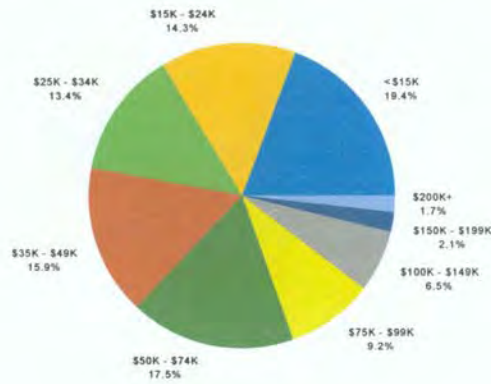
Trends 2013-2018



Population by Age



2013 Household Income



Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018.

## HIGHEST AND BEST USE

A brief definition of the term “highest and best use” would be:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.”<sup>3</sup>

Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization. Also implied is that the determination of highest and best use results from the appraiser’s judgment and analytical skill, i.e., that the use determined represents an opinion, not a fact.

The Highest and Best Use section of this report is the pivotal point in the appraisal process. All previous data is used to test in four criteria, as stated in the definition: (1) legally permitted, (2) physically possible, (3) economically feasible, and, (4) maximally productive.

The property being appraised includes about 9.04 acres of land area. The parcel is of irregular shape with approximately 667 feet fronting along the east side of Commerce Park Circle. The entire parcel is zoned ID-1, Industrial, per Escambia County, and it is located within the Marcus Pointe Commerce Park. Approximately 40% of the total area, or about 3.62 acres, is encumbered with a 225-foot easement, which contains an overhead transmission line supported by a series of steel support towers.

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<sup>3</sup> Appraisal Institute, *The Appraisal of Real Estate*, 12<sup>th</sup> ed. (Chicago: Appraisal Institute, 2001) 305.

**AS VACANT ANALYSIS** – Considering the land as vacant and available to be developed to its highest and best use, the first criterion of legally permitted uses examines those uses that are allowable per local land use and zoning restrictions. With the entire subject property having ID-1 zoning, a variety of primarily heavy commercial uses are legally allowed. As stated earlier, a copy of the zoning is included in the addendum of this report. The county code states that this zoning district is “intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance standards are intended to be accommodated in this district.” Specific permitted uses include: research and development operations; commercial communication towers 150 feet or less in height; light manufacturing, processing or fabricating uses; enclosed storage structures; commercial businesses with outside storage when such storage is adequately screened/buffered; semiconductor or microchip fabrication; borrow pits and reclamation activities. Conditional uses include: junkyards; salvage yards; waste tire processing facility; solid waste transfer stations, collection points, and/or processing facilities; recovered materials processing facility; recycling facility and operations; resource recovery facility and operation; volume reduction plant. Residential uses are specifically prohibited. The subject property can reasonably accommodate any of the legally allowed uses.

The second criterion concerns whether the legal uses are physically possible. The parcel is generally level, has adequate access to public roads, and its shape and size are not detriments to development. As regards size, the subject parcel is superadequate for some of the smaller possible uses. However, it is very conducive to uses that would require a significant amount of land area. While only about five of the



subject's total nine acres could accommodate a building, this building could be up to about 210,000 square feet in total size. Possible uses, based on the physical characteristics and legal restrictions, include: a research and development operation; a single or multiple commercial communication towers 150 feet or less in height; a light manufacturing, processing or fabricating use; enclosed storage structures; a commercial business with outside storage; a semiconductor or microchip fabrication use; a junkyard; a salvage yard; a waste tire processing facility; a solid waste transfer station, collection point, and/or processing facility; a recovered materials processing facility; a recycling facility; a resource recovery facility; a volume reduction plant.

The third criterion of economic feasibility considers whether the legally permissible and physically possible uses are financially feasible at this location and under current market conditions. It is the appraiser's opinion that of the possible uses stated in the paragraph above, only the following are economically feasible at the subject location under current market conditions: a research and development operation; a light manufacturing, processing or fabricating use; enclosed storage structures; a commercial business with outside storage; a semiconductor or microchip fabrication use; a solid waste transfer station, collection point, and/or processing facility; a recovered materials processing facility; a recycling facility; a resource recovery facility; or a volume reduction plant.

The final criterion of maximum productivity would tend to indicate any of the following economically feasible uses: a research and development operation; a light manufacturing, processing or fabricating use; a solid waste transfer station, collection point, and/or processing facility. Other allowed uses from the previous zoning category that are also considered to meet the tests of highest and best use include: central processing center; communication center; administrative center; or distribution warehouse facility.

## EXPOSURE TIME

A brief definition of the term “exposure time” is:

“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.”<sup>4</sup>

Based on the sales found within this report and conversations with local market participants, the subject’s exposure time is estimated to be from nine to fifteen months. This exposure time assumes the sale to have been handled by a knowledgeable real estate broker familiar with the subject real estate market.

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<sup>4</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 3<sup>rd</sup> ed. (Chicago: Appraisal Institute, 1993) 126.

## VALUATION

There are three commonly accepted approaches to value: The Cost Approach, which is the estimation of the reproduction of a property, less depreciation from deterioration and functional and economic obsolescence; the Sales Comparison Approach, which is estimating the value of a property by comparison with recent sales of similar or competitive properties in the market; and the Income Approach, which is the estimation of value which the property's net earning power will support, based upon a capitalization of this net income. All three of these valuation approaches, when developed competently, express a market value for a particular property.

These approaches do not make value. They are merely tools in the hands of the appraiser, who must carefully apply each of the three approaches, and then make an analysis as to which is adapted to the purpose of the appraisal. The final estimate of each approach is then reconciled, the approach is carefully weighted, and the final value then determined.

In some cases, not all three approaches are considered relevant in the assessment of the market value of a particular property. The most relevant approaches when estimating market value are those that are most often utilized in the market. In the case of the subject property, which is a parcel of vacant land, the most relevant approach to market value is the direct sales comparison approach.

The direct sales comparison approach involves direct comparisons to the subject of similar properties that have sold in the marketplace. This approach consists of searching the market for sales, qualifying the sales prices and terms, comparing the sales to the subject property for differences, adjusting the sales for those differences, and formulating an opinion of value from the adjusted value indications. The sales that are utilized are compared on a sale price per unit basis depending upon the "typical" unit used by market participants.

The market-derived adjustments follow a specific, logical order so as not to skew the results. The adjustments listed in order include: Property rights,

financing, conditions of sale, buyer expenditures, date of sale or market conditions, location and various physical adjustments. While an adjustment for each factor may not be required, they are all considered, resulting in a comparable unit of measure.

The units of comparison may be physical, such as dollars per acre of area, or they may be economic, such as gross rent multipliers. The units of comparison yield a pattern, which is reconciled and converted to a value indication for the property via the direct sales comparison approach.

## LAND VALUE ANALYSIS

The property being appraised includes about 9.04 acres of land area. The parcel is of irregular shape with approximately 667 feet fronting along the east side of Commerce Park Circle. The entire parcel is zoned ID-1, Industrial, per Escambia County, and it is located within the Marcus Pointe Commerce Park. Approximately 40% of the total area, or about 3.62 acres, is encumbered with a 225-foot easement, which contains an overhead transmission line supported by a series of steel support towers. For the purposes of this land value analysis, the subject's ±5.42 acres of unencumbered land will be directly compared to the sales. The contributing value of the ±3.62 acres encumbered by the easement then will be determined by application of a factor to the per acre price rendered from the direct sales comparison.

A comprehensive survey was made of the market area for sales of similar land. Several sales were studied. The chart below lists those sales that are considered to be most similar to the subject property and the most reliable indicators of market value. More complete descriptions are included on following pages.

COMPARABLE LAND SALES				
No.	Property Address	\$/AC	Date	AC Area
<i>Subject</i>	<i>5000 Commerce Park Circle</i>	<i>TBD</i>	<i>11/2014</i>	<i>±5.42*</i>
1	5040 Commerce Park Circle	\$66,586	5/2014	±4.13
2	100 block Stumpfield Road	\$62,278	10/2012	±2.81
3	9300 Hamman Avenue	\$53,968	11/2012	±3.15

\* This is that portion of the subject property that is not encumbered by the easement.

## COMPARABLE LAND SALE #1

<b>LOCATION:</b>	5040 Commerce Park Circle, Pensacola, FL 32505	
<b>TAX PARCEL #:</b>	39-1S-30-0200-006-002	
<b>GRANTOR:</b>	VT Milcom Inc.	
<b>GRANTEE:</b>	Downtown Investment Properties, L.L.C.	
<b>SALE DATE:</b>	May 13, 2014	
<b>SALE PRICE:</b>	\$275,000	
<b>DEED BOOK/PAGE:</b>	7170 / 1737, Escambia County, Florida	
<b>PREVIOUS SALES:</b>	On July 24, 2013, the property was transferred via Quit Claim Deed to VT Milcom Inc. from Milcom Systems Corp., as recorded in O.R. 7051, page 200.	
<b>LAND SIZE:</b>	±4.13 Acres	
<b>DIMENSIONS:</b>	400' x 450'	
<b>SHAPE:</b>	Rectangular.	
<b>INGRESS/EGRESS:</b>	This parcel has ±400 feet of frontage along the south side of Commerce Park Circle.	
<b>TOPOGRAPHY:</b>	This parcel has a gradual downward slope from south to north of about ten feet.	
<b>EASEMENTS:</b>	This parcel is encumbered with a 100-foot easement that runs through the southern portion of the property.	
<b>ZONING:</b>	ID-1, Industrial district, per Escambia County.	
<b>INDICATORS:</b>	<b>PRICE/ACRE --</b>	<b>\$66,586</b>

**COMMENTS:** This is a May 2014 sales transaction involving a parcel within the Marcus Pointe Commerce Park. Like the subject, this ±4.13-acre parcel is located on Commerce Park Circle. It is of rectangular shape with 400 feet frontage along Commerce Park Circle. There is a 100-foot easement along the south side of this parcel, as well as thinner easements along the east and west sides of the parcel (see aerial photograph). The easements along the east and west sides of the parcel roughly correspond to areas that would be included in consideration of building setbacks.

Comparable Sale is outlined in red. The areas of green crosshatch illustrate easements. Yellow lines show division of zoning districts with each district designation also in yellow. Topographic contour lines are also shown.

## COMPARABLE LAND SALE #2

<b>LOCATION:</b>	100 block Stumpfield Road, Pensacola, FL 32503	
<b>TAX PARCEL #:</b>	38-1S-30-3001-000-002	
<b>GRANTOR:</b>	Stereo Town, Inc.	
<b>GRANTEE:</b>	Florida Rock & Tank Lines, Inc.	
<b>SALE DATE:</b>	October 22, 2012	
<b>SALE PRICE:</b>	\$175,000	
<b>DEED BOOKS/PAGE:</b>	6924 / 477, Escambia County, Florida	
<b>PREVIOUS SALES:</b>	There have been no other arm's length sales of the property during the previous three years.	
<b>LAND SIZE:</b>	±2.81 Acres	
<b>SHAPE:</b>	Irregular	
<b>INGRESS/EGRESS:</b>	This parcel has a total of ±53 feet of frontage along the south side of Stumpfield Road.	
<b>TOPOGRAPHY:</b>	This parcel appears to be level and at road grade.	
<b>IMPROVEMENTS:</b>	None at the time of sales transaction. A ±4,900-square foot offced workshop has been constructed since the sale.	
<b>EASEMENTS:</b>	None noted from review of county GIS.	
<b>ZONING:</b>	C-2, General Commercial district, per Escambia County.	
<b>INDICATORS:</b>	<b>PRICE/ACRE --</b>	<b>\$62,278</b>

**COMMENTS:** This sale involves a parcel with irregular shape and limited access of about 53 feet along the south side of Stumpfield Road. This parcel is located within about one mile of the subject, situated between Pensacola Boulevard/U.S. Highway 29 and North Palafox Street. The parcel appear to be very level.



## AERIAL PHOTOGRAPH OF COMPARABLE LAND SALE #2



Comparable Sale is outlined in red. The areas of green crosshatch illustrate easements. Zoning districts are designated in yellow. Topographic contour lines are also shown.

### COMPARABLE LAND SALE #3

<b>LOCATION:</b>	9300 Hamman Avenue, Pensacola, Florida 32514	
<b>TAX PARCEL #:</b>	15-1S-30-1101-000-028	
<b>GRANTOR:</b>	Ellyson Investments of Northwest Florida, LLC	
<b>GRANTEE:</b>	Emerald Coast Utilities Authority	
<b>SALE DATE:</b>	November 8, 2012	
<b>SALE PRICE:</b>	\$170,000	
<b>DEED BOOK/PAGE:</b>	6934 / 132, Escambia County, Florida	
<b>PREVIOUS SALES:</b>	There have been no sales of this property in the three previous years.	
<b>LAND SIZE:</b>	±3.15 Acres	
<b>SHAPE:</b>	Basically rectangular.	
<b>INGRESS/EGRESS:</b>	This parcel is located at the southeast corner of Addison Drive and Hamman Avenue and has ±537 feet of frontage along the north side of U.S. Highway 90, as well as ±250 feet of frontage along the south side of Addison Drive.	
<b>TOPOGRAPHY:</b>	This parcel appears to be level and at road grade.	
<b>EASEMENTS:</b>	None noted from review of aerial photograph.	
<b>ZONING:</b>	ID-1, Industrial district, per Escambia County.	
<b>INDICATORS:</b>	<b>PRICE/ACRE --</b>	<b>\$53,968</b>

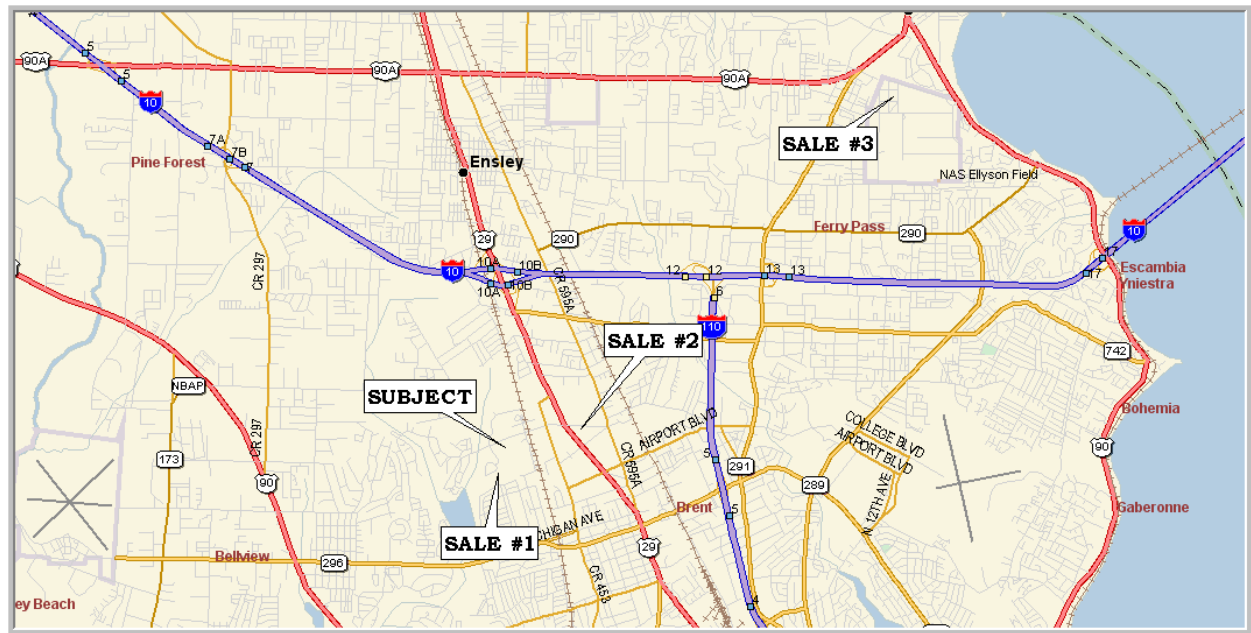
**COMMENTS:** This is the sale of a parcel of land located in the Ellyson Industrial Park. This property was sold to Emerald Coast Utilities Authority as part of an assemblage being put together by ECUA.

### AERIAL PHOTOGRAPH OF COMPARABLE LAND SALE #3



Comparable Sale is outlined in red. The areas of green crosshatch illustrate easements. Yellow lines show division of zoning districts with each district designation also in yellow. Topographic contour lines are also shown.

## LAND SALES LOCATION MAP





Adjustment Grid for Comparable Land Sales				
	Subject	Sale #1	Sale #2	Sale #3
Sales \$/AC		\$66,586	\$62,278	\$53,968
Property Rights	Fee simple	Fee simple	Fee simple	Fee simple
		+4%		
Financing	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.
Conditions of Sale	Arm's length	Arm's length	Arm's length	Arm's length
Buyer Expend.	None	None	None	None
		\$69,249	\$62,278	\$53,968
Market Conditions	November 2014	May 2014	October 2012	November 2012
		\$69,249	\$62,278	\$53,968
Location	Marcus Pointe Commerce Park	Marcus Pointe Commerce Park	Stumpfield Road	Ellyson Industrial Park
				+10%
Size (AC)	±5.42 (Effective) ±9.04 (Actual)	±4.13 (Actual)	±2.81	±3.15
			-5%	-5%
Shape	Irregular	Rectangular	Irregular	Rectangular
		-10%		-10%
Usage	Hvy Commercial / Lt Industrial	Similar	Similar	Similar
Total Adjust.		-10%	-5%	-5%
Adj. \$/AC		\$62,324	\$59,164	\$51,270

## DISCUSSION OF COMPARATIVE ANALYSIS

***Property Rights*** – This category considers the real property rights that are conveyed in the sales transaction. For Sales Two and Three, these rights are of the fee simple interest in the property. Sale One included a 100-foot strip of land on the southern portion that is encumbered with an easement similar to that found on the subject property. With the sale being compared to the unencumbered portion of the subject property, this adjustment was made after consideration for development setback restrictions and the rights remaining to the encumbered portion of the sale.

***Financing*** – This category examines the financing involved in the sales transaction. As far as can be determined, no unusual financing was involved with any of the sales.

***Conditions of Sale*** – This category examines the conditions under which the sale took place. As given within the definition of market value, adjustment is made from the position that the sale is arm's length with neither the buyer nor seller being unduly influenced in the decision to buy/sell.

***Buyer Expenditures*** – This category attempts to quantify any additional expense to the buyers over and above the purchase price to put a property into a condition similar to the subject's. We are not aware of any expenditure above purchase price paid by any of the buyers.

***Market Conditions*** – This category examines the market conditions during the time when the sale took place. It is our opinion that market conditions have remained fairly stable during the time period represented by the earliest sale in October 2012 to the date of value in November 2014. Therefore, there is no need for a market conditions adjustment.

**Location** – Location may be the most important consideration in real estate. This category of comparison considers the relative location of a property within the market or submarket.

Sale One is located in Marcus Pointe Commerce Park. Sale Two is located on Stumpfield Road between Pensacola Boulevard and North Palafox Street in an area of very little visibility and low to moderate traffic. Sale Three is located in Ellyson Industrial Park. Overall, the general location of the subject is considered to be superior to parcels located in Ellyson Industrial Park.

**Size of Land** – Every effort has been made to bracket the subject property in all possible areas. But with the exception of location, which is the most important, this is nowhere more important than with size. Size is a significant consideration in one of the four determining criteria upon which the highest and best use of a property is determined. In comparisons of size, it is typical—with all other factors being equal—that smaller parcels will sell for a greater price per unit than larger parcels.

Adjustments have been made to Sales Two and Three to account for the difference in the size of each as compared to the subject parcel.

**Shape** – Along with size, the shape of a parcel is an important consideration in the physically possible uses of a property. Given two parcels of equal size with equal locations and equal frontage, but with one of irregular shape, the parcel with the more regular shape will sell for more than the parcel with the more irregular shape. While there are instances where the influences of irregular dimensions can be somewhat offset by retention engineering and site design, this is not usually the case.

Sale Two is most similar to the subject for shape, requiring no adjustment. Sales One and Three have regular quadrilateral shapes, considered to be superior to the subject.

**Usage** – This category of comparison is usually handled through development of the highest and best use and selection of directly comparable sales that are most similar to the subject property for highest and best use. In a robust real estate market with abundant recent sales of properties similar to a subject property, there are usually sufficient sales against which to compare a subject to arrive at a market value. The subject and sale properties are each considered to have similar highest and best uses for development.



## **FINAL RECONCILIATION**

Following all adjustments, the sales suggest a market value range for the unencumbered subject land from \$51,270 to \$62,324 per acre. In many ways Sale Three is the least reliable indicator of market value for the subject. This sale requires the most adjustment, being located the furthest distance from the subject, as well as being smaller and of more regular shape. The most reliable sales are believed to be Sale One and Sale Two. Sale One is located closest to the subject and is the most similar for size. Sale Two requires the least gross and net adjustment of the three sales. With most weight to the indications from Sales One & Two and least weight to the indication from Sale Three, the market value of the unencumbered subject land is estimated to be \$59,000 per acre. Applied to the subject's unencumbered ±5.42 acres, this indicates a market value of \$319,780 for this portion of the subject property.

This leaves the approximate 3.62 acres of subject land that is encumbered by the easement owned by Gulf Power Company. In any valuation of an easement, consideration must be made to that portion of the full bundle of rights that is taken by the easement. With the existing easement through the subject ownership, the owner is still required to pay real estate taxes. Although the owner of the subject property cannot build a structure within the area of easement, it is our understanding that roads and parking lots may be built, with special permission from Gulf Power Company. This is an important extraordinary assumption of this appraisal and may affect the value. Because easements take parts of the bundle of real property rights and restrict the full use of the land by an owner, their acquisition is seen as taking a part, or percentage, of the whole property. For an easement as encumbering as that which passes through the subject property, this percentage may be 80% to 100% of the fee simple market value of the property. Reconciling at the midpoint, or 90%, the market value of that ±3.62-acre portion of the subject property encumbered by the easement, is estimated to be about \$5,900 per acre, or a total of about \$21,358 for the ±3.62 acres.

**Summation of Market Value of Subject ±9.04 Acres:**

Unencumbered ±5.42 acres	@ \$59,000/acre =	\$319,780
Plus		
Encumbered ±3.62 acres	@ \$5,900/acre =	<u>+ \$ 21,358</u>
Equals		
		\$341,138
Rounded to		<b>\$340,000</b>

**FINAL VALUE ESTIMATE**

**THREE HUNDRED FORTY THOUSAND DOLLARS**

**\$340,000**

This opinion of value is given with the *extraordinary assumption* that Gulf Power Company will allow access roads and/or parking lots on the areas of easement. The use of this extraordinary assumption may have an effect on value.

## ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an Appraisal Report. As such, it includes discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plan and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or inapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
17. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, or other media without prior written consent and approval of the appraiser.
18. The Appraisal Institute maintains a voluntary continuing education program for its members. As of the date of this report, the undersigned MAI, M. Eugene Presley, has completed the requirements of the continuing education program of the Appraisal Institute. We do not authorize the out-of-text quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this appraisal shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

## CERTIFICATION

**I certify that, to the best of my knowledge and belief:**

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. I have made a personal inspection of the property that is the subject of this report.
10. Stephen McKenney, Florida Registered Trainee Real Estate Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification with this assistance including market research, visits to the subject property, visits to the comparable properties, analysis, and reporting.

**CERTIFICATION, CONTINUED:**

11. As of the date of this report, I, M. Eugene Presley, have completed the continuing education program of the Appraisal Institute.
12. I have not performed any prior services regarding the subject property, as an appraiser, or in any other capacity, within the three-year period immediately preceding acceptance of this appraisal assignment.

---

M. Eugene Presley, MAI, SRA  
State-Certified General Real Estate Appraiser  
#0000103

## **QUALIFICATIONS AS AN APPRAISER**

### **M. Eugene Presley, MAI, SRA**

Born in Mobile, Alabama - December 18, 1942

#### **EDUCATION**

B.S. Forest Management, Auburn University, Auburn, Alabama, 1964

Principles of Real Estate, University of South Carolina, Lancaster, South Carolina, 1966

**American Institute of Real Estate Appraisers:** Course I–1970, Course II–1971, Course IV–1976, Cap. II and III–1981, Case Studies–1982, Standards of Professional Practice–1988, 1997

#### **Real Estate Seminars (Recent Years):**

##### **2010**

Analyzing the Effects of Environmental Contamination on Real Property  
Elements of Claims Adjusting  
Xactimate Training (computer software for claims adjusting)  
Florida Supervisory Roles and Rules for Registered Trainees  
Florida Appraisal Law  
Appraisal Curriculum Overview  
USPAP Update  
New Residential Market Condition

##### **2012**

Appraiser Ethics  
USPAP Update Course  
Florida Real Estate Appraisal Law and Rules  
Foreclosure Basics for Appraisers  
Challenging Assignments for residential Appraisers  
Appraisal of 2-4 Family & Multi-Family Properties  
Business Practices and Ethics

##### **2013**

Appraisal Now

##### **2014**

National USPAP Update Equivalent (2014-2015)  
Florida Appraisal Laws and Regulations Update  
Analyze This! Applications of Appraisal Analysis  
The Green Guide to Appraising  
UAD  
Reviewers Checklist



## **APPRAISAL EXPERIENCE**

*Presley – McKenney & Associates, Inc.*, September 2008–Present

*Consultant & Real Estate Valuations, Inc.*, January 2004–September 2008

Owner of *M. Eugene Presley & Associates*, August 1985–January 2004

President of *Presley, Hufford & Green, Inc.*, June 1982–July 1985

Vice-President of *G. Pratt Martin, Jr. & Associates, Inc.*, May 1973–June 1982

Staff Appraiser, *Florida Department of Transportation*, Chipley, Florida, November 1971–April 1973

Supervisor of Lands and R/W, *Alabama Electric Cooperative*, Andalusia, Alabama, 1967–1971

General Land Appraisal, *Bowaters Carolina Corporation*, Lancaster, South Carolina, 1965–1966

## **PRINCIPAL CLIENTS**

Synovus Financial Corp., Hancock Bank, ServisFirst Bank, PenAir Federal Credit Union, Gulf Winds Federal Credit Union, City of Pensacola, City of Fort Walton Beach, Counties of Escambia, Santa Rosa and Okaloosa, Florida Department of Natural Resources, Condemnation Attorneys, Other miscellaneous lenders, attorneys and property owners.

## **PROFESSIONAL LICENSES**

Florida State-Certified General Real Estate Appraiser—#0000103

Florida Registered Real Estate Broker—BK120643

Alabama Certified General Real Property Appraiser—G00476

## **MEMBER—PROFESSIONAL ORGANIZATIONS**

*Appraisal Institute*, MAI #6453 obtained May 1982

*Florida Gulf Coast Chapter, Appraisal Institute*

(Merged: *Northwest Florida Chapter Appraisal Institute*, President for 2007)

(Merged: *Gulf Coast Chapter Appraisal Institute*, President for 1986)

Realtor—*Pensacola Association of Realtors*. Director 1980–1985, past Chairman of Ethics Committee, 1983 President, and 1984 State District Vice-President

Gulf Breeze Rotary Club—1973 Charter Member

## Stephen E. McKenney

Born in Columbia, South Carolina – March 2, 1967

### Education

**Bachelor of Science**, Secondary Education, University of South Florida, Tampa, Florida, 1995.

**Bachelor of Arts**, English Literature, University of South Florida, Tampa, Florida, 1995.

Honors: University of South Florida College of Arts & Sciences Honor Society, 1994-1995.

### Real Estate Seminars

*Florida Real Estate Appraisal Board, Registered Assistant Appraisal—ABI*, Pensacola, Florida, February 2002.

Appraisal Institute Course 110: *Appraisal Principles*, Pensacola, Florida, July 2002 [Challenged].

Appraisal Institute Course 120: *Appraisal Procedures*, Austin, Texas, February 2003.

Appraisal Institute Course 310: *Basic Income Capitalization*, Atlanta, Georgia, March 2004.

*New Technologies for Real Estate Appraisers*, August 2005.

Appraisal Institute Course 320: *General Applications*, Baltimore, Maryland, September 2005.

*Uniform Standards of Professional Appraisal Practice*, Pensacola, Florida, April 2006.

Florida State Law Update, Destin, Florida, April 2006.

*Residential Appraiser Site Valuation & Cost Approach*, McKissock, Jacksonville, Florida, November 2006.

*Residential Report Writing*, McKissock, Jacksonville, Florida, November 2006.

*Residential Sales Comparison & Income Approaches*, Appraisal Institute, Tampa, Florida, November 2007.

*General Appraiser Sales Comparison Approach*, Appraisal Institute, Maitland, Florida, March 2009.

*General Appraiser Site Valuation & Cost Approach*, Appraisal Institute, Orlando, Florida, June 2009.

*General Appraiser Market Analysis & Highest and Best Use*, Appraisal Institute, Orlando, Florida, August 2009.

*General Appraiser Income Approach, Part I*, Appraisal Institute, Tampa, Florida, December 2009.

*General Appraiser Report Writing & Case Study*, Appraisal Institute, Fort Lauderdale, Florida, March 2010.

### **Real Estate Seminars (continued)**

*General Appraiser Income Approach, Part II*, Appraisal Institute, Maitland, Florida, June 2010.

*Real Estate Finance, Statistics, and Valuation Modeling*, Appraisal Institute, September 2010.

*Supervisor Trainee Roles & Relationships*, McKissock LP, November 2010.

*Introduction to Complex Appraisals*, McKissock LP, October 2012.

*Environmental Contamination of Income Properties*, McKissock LP, October 2012.

*REO and Foreclosures*, McKissock LP, November 2012.

*Essential Elements of Disclosures and Disclaimers*, McKissock LP, November 2014.

*Florida Appraisal Laws and Regulations*, McKissock LP, November 2014.

*2014-2015 7-hour National USPAP Update Course*, McKissock LP, November 2014.

*Appraisal of Assisted Living Facilities*, McKissock LP, November 2014.

*Appraisal of Self-Storage Facilities*, McKissock LP, November 2014.

### **Professional License**

Florida State-Registered Trainee Real Estate Appraiser, #RI8246

### **Appraisal Experience**

**Staff Appraiser**, February 2002 – Present.

M. Eugene Presley & Associates/Consultant & Real Estate Valuations,  
Inc./Presley-McKenney & Associates, Inc., Pensacola/Gulf Breeze,  
Florida.

### **Types of Property Appraised**

#### **Land**

Individual Parcels: Residential, Commercial, and Industrial;  
Agricultural Acreage; Multi-family Acreage; Industrial Acreage;  
Wetlands Acreage; Waterfront Lots & Acreage.

#### **Commercial**

Professional Offices (Single-tenant); Professional Offices (Multi-tenant); Office Parks; Mid-Rise Office Buildings; Medical Offices; Dental Offices; Veterinary Offices; Banks/Financial Branches; Barber Shop/Beauty Salon; Retail Stores; Restaurants; Bar/Tavern/Lounge; Shopping Centers; Hotels/Motels; Storage Warehouses; Distribution Warehouses; Light Industrial Warehouses; Self-Storage Warehouses; Cold-Storage Warehouses; Recycling Center; Automobile Dealerships; RV Parks; Convenience Stores; Gasoline Stations; Automotive Service Garages; Marinas; Lumber Yards; Day Care Centers; Special

## **Types of Property Appraised (continued)**

### **Commercial (continued)**

Purpose Real Estate (Churches, Schools, Communications Towers, Fire Stations, Fairgrounds, Zoo, Flea Market).

### **Residential**

Single-Family Detached Residences; Single-family Attached Residences; Single-family Condominium Residences; Multi-Family Duplexes & Quadruplexes; Apartment Complexes; Mid-rise Apartment Buildings; Subdivisions; Mobile Home Parks; Boarding House.

### **Other**

Eminent Domain Valuations; Partial Interests in Land and Developed Properties; Rent Analyses; Insurable Values, Condominium-ownership; Insurable Values, Single-ownership; Riparian Valuations; Easement Valuations.

## **Principle Clients**

Gulf Coast Community Bank, Gulf Winds Federal Credit Union, United Bank, TD Bank, Hancock Bank (Whitney National Bank/People's First Community Bank), Synovus Financial Corporation (Coastal Bank & Trust/Bank of Pensacola), Escambia County School Board, City of Fort Walton Beach, City of Panama City Beach, City of Pensacola, Counties of Escambia, Santa Rosa, Okaloosa, and Walton, Condemnation Attorneys, Other miscellaneous lenders, attorneys, and property owners.

## **Member—Professional Organizations**

Member—*Gulf Breeze Rotary Club*

## **ADDENDUM**

# SUBJECT ZONING DESCRIPTION FROM ESCAMBIA COUNTY, FLORIDA CODE OF ORDINANCES

6.05.18. ID-1 light industrial district (cumulative) (no residential uses allowed).

A.

*Intent and purpose.* This district is intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance standards are intended to be accommodated in this district. Finally, commercial trade and service activities not compatible with activities adapted to more restrictive districts, but which satisfy site plan criteria and performance criteria of this Code, should be accommodated in this district. Residential development is excluded from this district, both to protect residences from undesirable influences and to ensure the preservation of adequate areas for industrial development. Refer to the overlay districts within [section 6.07.00](#) for additional regulations imposed on individual parcels with ID-1 zoning located in the Scenic Highway Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District.

All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (policy FLU 1.1.10) and in [article 7](#). Refer to [article 11](#) for uses, heights and densities allowed in ID-1, light industrial areas located in the airport/airfield environs

B.

*Permitted uses.*

1. Any nonresidential use permitted in the preceding district.
2. Research and development operations, commercial communication towers 150 feet or less in height, light manufacturing, processing or fabricating uses, enclosed storage structures and accessory structures and activities subject to the performance standards in sections [7.03.00](#) and [7.06.00](#)
3. Commercial businesses with outside storage when such storage is adequately screened and/or buffered in accordance with section 7.01.06.E.
4. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board.
5. Semiconductor or microchip fabrication.
6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, [Chapter 42](#), article VIII, and performance standards in Part III, the Land Development Code, [article 7](#)).

C.

*Conditional uses.*

1. Any conditional use allowed in preceding districts.
2. Junkyards, salvage yards, and waste tire processing facilities.
3. Solid waste transfer stations, collection points, and/or processing facilities.
4. Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants. The conditional use determination shall be made by the board of county commissioners at a reasonably noticed quasi-judicial hearing in lieu of any hearing before the board of adjustment (BOA). In addition to the general conditional use criteria established in section 6.08.01 of this code, the additional conditional use criteria established in section 6.08.02 must also be met.

D.

*Performance standards.*

1. All work and/or operations must be conducted within buildings except temporary outside storage may be allowed if adequately buffered and screened from adjacent uses. All waste material must be stored while on the property in a screened enclosure.
2. Any process that creates smoke shall meet all standards as required by the Florida Department of Environmental Protection and the U.S. Environmental Protection Agency.
3. No process shall emit an offensive odor detectable beyond the lot or parcel. Where odors are produced and provisions for eradication within a building are provided, the burden of successful elimination of the odors shall rest on the occupant of the premises.
4. Operations creating excessive noise, vibration, dust, smoke or fumes which are a nuisance to persons off of the lot or parcel are not permitted.
5. Operations creating glare shall be shielded so that the glare cannot be seen from off the lot or parcel.
6. Disposal of industrial or other wastes, gaseous, liquid or solid, must be approved by any applicable federal or state regulatory entities.

E.

*Site and building requirements.*

1. *Building height limit.* No building shall exceed 90 feet in height except as otherwise provided in [article 7](#).
  2. *Minimum lot size.* There shall be no minimum lot size.
  3. *Lot coverage.* The maximum combined area occupied by all principal and accessory buildings shall not exceed 50 percent of the total area, except as provided for in [article 4](#) of this Code (see "Stormwater management and conservation"). Also, the amount of impervious surface shall not exceed 85 percent of the lot.
  4. *Lot width.* There shall be no minimum lot width.
  5. *Yard requirements.* There shall be a front yard having a depth of not less than 15 feet. There shall be a rear yard having a depth of not less than 20 feet. There shall be side yards of not less than ten feet. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 20 feet, whichever is greater. The BOA may waive the yard requirements, in response to an application therefor, if a finding of fact is made based on competent, substantial evidence demonstrates that such waiver would not adversely impact public safety, sensitive environmental resources, or compatibility with adjacent uses. Also, such waiver may be granted only if the development plans for the subject property reflect conformance with a floor area ratio which does not exceed 1.1 and a maximum impervious cover limit of 85 percent.
  6. *Screening adjacent to residential areas.* See section 7.01.06.
- F. *Roadway access.* South of Well Line Road, direct access must be provided from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway or a private or public road linking the use with a collector or arterial roadway provided that such private or public road does not traverse a predominately residential neighborhood or subdivision between the use and the collector or arterial roadway. No permit shall be issued for any proposed use which requires access through a residential neighborhood or subdivision.
- G. *Nonconforming uses (existing uses).* Any previously conforming use (including, but not limited to, asphalt and concrete plants) lawfully and legally existing in this district on December 6, 1993, which conforms to the access requirements and provisions in paragraph F., above, may be considered a "conforming use" for the purposes of this Code. To qualify as a conforming use under this provision, the owner of property impacted by this Code shall request a "certificate of conformance" from the department within 180 days of receipt of a notice from the department that such certificate is available and that such may be appropriate for the subject property and use. Failure to request the certificate within the prescribed period may result in the use being considered and/or classified as a "nonconforming use."
- H. *Landscaping.* See [section 7.01.00](#).
- I. *Signs.* See [article 8](#).
- J. *Locational criteria.* See [article 7](#) and comprehensive plan policy FLU 1.1.10.





**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-30. Approval of Various Consent Agenda Items – Continued**

16. Taking the following action concerning the surplus and sale of real property located at 5000 Commerce Park Circle:
  - A. Declaring surplus the Board's real property located at 5000 Commerce Park Circle (Account Number 04-0861-821, Reference Number 39-1S-30-0200-002-002);
  - B. Authorizing an appraisal of the property to be performed;
  - C. Requiring the appraisal to be brought before the Board for consideration prior to authorizing the sale of the property based on an amount to be determined upon receiving the appraisal; and
  - D. Adding a stipulation that the buyer abide by the covenants existing in the Marcus Pointe Commerce Park, including the obligation to improve lots without County approval, and an option for the County to repurchase lots that have not been improved within one year.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7277

County Administrator's Report 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/08/2015

Issue: Contract Award for Design Services for CR297A (ESCRP to Muscogee Road) Widening Drainage Improvements

From: Stephan Hall, Interim Department Director

Organization: OMB

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning Design Services for CR297A (ESCRP to Muscogee Road) Widening Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Rebol & Battle & Associates, LLC, per the terms and conditions of PD 13-14.051, Design Services for CR297A (ESCRP to Muscogee Road) Widening Drainage Improvements, for a lump sum amount of \$145,724.83 and optional services of \$36,400, for a total of \$182,124.83.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Code 08EN0105]

### **BACKGROUND:**

Request for Letters of Interest, PD 13-14.051, Design Services for CR297A (ESCRP to Muscogee Road) Widening Drainage Improvements, were publicly noticed on Wednesday, April 23, 2014 to 4 known firms. Responses were received from 5 firms on Wednesday, May 14, 2014. Because of the April 29-30th rain event, this solicitation was postponed.

### **BUDGETARY IMPACT:**

Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Code 08EN0105

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

### **PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

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**Attachments**

Agreement

Exhibit "A"

Exhibit "B"

Exhibit "C"

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**Rebol & Battle & Associates, LLC**

**PD 13-14.051, Design Services for CR297A (ESCRP to Muscogee Road) Widening  
Drainage Improvements**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised July 11, 2013)**

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## AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2014, 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 Rebol & Battle & Associates, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 2301 N. 9th Avenue, Suite 300, Pensacola, Florida 32503, and whose Federal tax identification number is 14-1880334 (hereinafter referred to as the "Consultant").

### **ARTICLE I** **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** Rebol & Battle & Associates, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Liz Bush, Senior 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 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.051, Design Services for CR297A (ESCRP to Muscogee Road) Widening Drainage 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) 14-15 in the amount of One Hundred Eighty Two Thousand One Hundred Twenty Four Dollars and Eighty Three Cents (\$182,124.83) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

## **ARTICLE 3**

### **SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.051, Design Services for CR297A (ESCRP to Muscogee Road) Widening Drainage Improvements, and as represented in the Consultant's Letter of Interest response to PD 13-14.051, 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 \$750,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.



#### **ARTICLE 4**

#### **TIME FOR PERFORMANCE**

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

#### **ARTICLE 5**

#### **COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Eighty Two Thousand One Hundred Twenty Four Dollars and Eighty Three Cents (\$182,124.83). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

#### 5.4 METHOD OF BILLING AND PAYMENT:

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

#### 5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- (c) Payments and Notices to the Consultant shall be made to:

Rebol & Battle & Associates, LLC  
2301 N. 9th AVenue, Suite 300  
Pensacola, Florida 32503

- (d) Invoices to the County shall be sent to:      Notices to the County shall be sent to:

Liz Bush  
Senior 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 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

## 9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall



result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Rebol & Battle & Associates, LLC, signing by and through its Paul Battle, Principal, duly authorized to execute same.

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

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

BCC Approved: December 11, 2014

CONSULTANT:

Rebol & Battle & Associates, LLC, a Florida Corporation authorized to do business in the State of Florida.

By: \_\_\_\_\_  
Paul Battle, Principal

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
Secretary



**REBOL-BATTLE & ASSOCIATES**

Civil Engineers and Surveyors

**Project Understanding / Approach / Scope Clarification**

**ESCAMBIA COUNTY – Engineering Department**

297A From Muscogee Road to Escambia County Road Prison

Rebol-Battle & Associates proposes to provide engineering/surveying services and coordinate geotechnical, traffic, permitting, and environmental services to develop final roadway construction plans for the widening, shoulder addition, and drainage improvements to CR297A from Muscogee Road to the Escambia County Road Prison. The project will be designed for a 20 year life.

This document will serve as clarification to the Scope of Service contained in the County's PD13-14.051 RLL.

**PHASE I – DESIGN AND PERMITTING**

The following is a summary of the tasks as noted on the spreadsheet proposal.

**Task 1: Coordination Meetings**

This task would include the project Kickoff Meeting as well as numerous coordination meetings during the course of this phase of the project. These meetings would be held with the various County Staff including the County Project Manager, traffic, Neighborhood and Environmental Services, etc.

**Task 2: Data Collection**

This task would include the detailed review of existing background data and existing documents (Fabre Engineering's Plans/calc's) and compile all available data within the project area. We will conduct field investigations such as site visits to confirm physical constraints, ROW limitations, pavement failures, railroad crossings, etc. In addition we would delineate the wetlands and perform preliminary geotechnical investigations as required as part this task. A questionnaire will also be sent to residents along the route. This questionnaire will notify the residents of the upcoming project as well as help identify historical problem areas (drainage / traffic) along the route. Coordination with HMM will also be performed on adjacent County projects.

The scope and fees of all sub-consultants are attached for review. These include Atkins North America, Universal Engineering Sciences, Wetland Sciences, and Evans Contraction (SUE) in Exhibit 'A', 'B', 'C' and 'D' respectively.

**Task 3: Surveying**

The Surveying scope will include the ROW, topographic, control and property acquisition surveying (if needed) for the route.

Specifically the survey scope will include:

- Topographic survey for the right-of-way along CR297A (signed and sealed)
- Horizontal and Vertical Control work.



## Exhibit "A"

- ROW Verification
- Benchmark Establishment
- Provide cross-sections
- Wetland Flag location along route.
- Utility Locations (from Sue Data and sunshine one call)

The surveying services will be performed in accordance with Chapter 61G17-6, Florida Administrative Code and based on State Plane Coordinates, NAD 83/90, North Florida Zone.

### **Task 4: Utility Coordination**

Utilities in the area will be contacted individually to coordinate potential conflicts and possible relocation requirements. We will incorporate the information gathered from these discussions and from the utility company mark-ups of our 30%, 60%, 90%, and Final plan submittals. A plans in hand walk through will be conducted at the time of 60% plan submittal.

### **Task 5: Permitting**

This task will include coordination/pre-application meetings with the affected permitting agencies such as the Florida Department of Environmental Protection, Army Corp of Engineers, Northwest Florida Water Management District, Alabama Railroad, Gulf South Pipeline, and the Florida Department of Transportation. The RBA will handle all permitting as it relates to FDEP, ECUA, Farmhill, Gulf South Pipeline, and the NFWFMD stormwater exemption. Refer to Exhibit 'C' for Wetland Science's scope as it relates wetland permitting for this task. Refer to Exhibit 'A' Atkins North America's scope as it relates to permitting with the Alabama Railroad Permitting.

### **Task 6: QA/QC**

Atkins North America will be performing the QA/QC reviews at the 30%, 60%, 90%, and Final submittal. Their review will include a constructability review, drainage review, and quantity verification. In addition to the QA/QC provided by Atkins, all design team members will conduct in-house QA/QC as the project progresses through design.

### **Task 7: 30% Design and Analysis**

At the completion of data collection task, 30% preliminary plans will be developed. The design will be based on a 20 year life for proposed improvements. These plans will include plan and profile views, details, notes, cross-sections, drainage improvements (schematic drainage conveyance), traffic analysis (for pavement section and turn lane design), clear-zone improvements, intersection improvements, maintenance of traffic plans, and railroad crossing plans. A 30% cost estimate will also be provided. A 30% QA/QC will be performed in accordance with Task 6.

### **Task 8: 60% Design**

Scope to include the progression of the 30% plans to 60% completion. This task will include detailed design of the roadway, railroad crossing, and drainage components, including design calculations. We will also re-establish contact with the utilities and the permitting agencies and incorporate any remaining comments from their 30% review and the 30% QA/QC review. A 60% QA/QC will be performed in accordance with Task 6.

**Task 9: 90% Design**

Scope to include the progression of the 60% plans and calculations to 90% completion. We will incorporate any 60% comments into the 90% plans. This task will correlate with the submission of permit applications as defined in Task 5. A 90% QA/QC will be performed in accordance with Task 6.

**Task 10: Final Design**

Scope to include the progression of the 90% plans and calculations to 100% completion. We will incorporate any 90% as well as the 90% QA/QC comments into the Final plans.

**PHASE II – BIDDING AND LIMITED CA/CM**

The following is a summary of the tasks as noted on the spreadsheet proposal.

**Task 11: Bid/Construction Documents**

Scope for this task includes assisting the County during the bidding process. We will prepare the bid schedule, bidding plans, project summary etc. We will also attend the pre-bid and bid opening and address bidder's questions during the bidding process and assist with addenda.

**Task 12: Construction Administration and Observation**

This task includes any construction administration and observations as may be required or requested by County staff. Items included include pre-construction conference, response to contractors RFI, shop drawing review, permit certifications, as-built drawings, etc.

**PHASE III – OPTIONAL SERVICES (AS REQUIRED)**

**- Miscellaneous Permit Fees (Rail America Railways)**

This task will be used as required for all permit and associated fees for the railroad crossing on CR297A. Permitting will be through Rail America.

**- SUE data will be provided by Evans Contracting at 200' intervals on an as needed basis.**



**Escambia County  
County Road 297A (Louis St.) Project Engineering-Design  
Scope of Services  
November 20, 2014**

The following is a scope of services which defines Atkins tasks necessary to complete the County Road 2974 Project in Escambia County, Florida. Atkins has been task to provide Railroad Design and Permitting and Quality Assurance. Herein after all references to the County will mean Escambia County.

## **Railroad Design and Permitting**

Atkins shall design and permit the proposed improvements to the Alabama Gulf Coast Railroad (AGR) crossing within the project limits. The proposed improvements shall include roadway widening to standard travel lanes, addition of paved shoulders, and a new railroad crossing. The existing crossing signals should not be impacted by construction and shall remain in place. Atkins will provide construction notes, railroad plan sheets and other documentation, which will be incorporated into construction plans.

Atkins will prepare and submit the railroad permit for the proposed improvements within the railroad right of way. The County shall pay all permit fees, annual maintenance fees, and any other fee associated with railroad permitting. Atkins will attend all meetings with the AGR and the County during the design and permitting process. The permitting process is anticipated to take approximately 10 months.

## **Quality Assurance**

Atkins shall provide a comprehensive review of the drainage calculations, design documentation, and construction plans prior to each of the design submittals to the County. Atkins is responsible for insuring that all work products conform to County standards and criteria. The Quality Control process shall insure that a high standard of quality is achieved through checking, reviewing, and supervision of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

## Exhibit "A"

**County Road 297A (Louis St.) Project Engineering-Design  
Engineering Scope Estimation  
Prepared for Escambia County**

# ATKINS

Task	Activity Fee Estimate
1.0 Railroad Design and Permitting	
	\$17,111.30
2.0 Quality Assurance	
	\$10,559.30
Total	\$27,670.60

1. Payment shall be made on a lump sum basis. Invoices shall be submitted to the Prime Consultant monthly and shall reflect amounts due based on percent complete for each task. Additional services shall be invoiced based on actual time charged and direct hourly rates at a 3.1 multiplier.
2. Normal expenses include out-of-pocket expenditures such as copying, plans reproduction, telephone, and express mail have been included in the above costs. Permit fees have not been included and shall be billed separately.
3. Each task including expenses, has been estimated and any overage/underage shall be applied to the remaining tasks with a maximum not-to-exceed total fee without County authorization.



Exhibit "B"

Exhibit "A"



# UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences  
Geophysical Services • Construction Materials Testing • Threshold Inspection  
Building Inspection • Plan Review • Building Code Administration

November 7, 2014

Rebol-Battle & Associates  
2301 N. 9<sup>th</sup> Avenue, Suite 300  
Pensacola, Florida 32503  
Phone (850) 438-0400

Attention: Mr. Paul Battle, P.E – [paulb@rebol-battle.com](mailto:paulb@rebol-battle.com)

Subject: **PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES**  
*CR 297-A WIDENING AND DRAINAGE IMPROVEMENTS*  
From Escambia County Road Prison (ESCRP) to Muscogee Road  
Escambia County, Florida  
UES Docs Proposal No. 1174355

OFFICES IN  
• Daytona Beach, FL  
• DeBary, FL  
• Fort Myers, FL  
• Gainesville, FL  
• Hollywood, FL  
• Jacksonville, FL  
• Leesburg, FL  
• Norcross, GA  
• Ocala, FL  
• Orlando, FL  
• Palm Coast, FL  
• Panama City, FL  
• Pensacola, FL  
• Rockledge, FL  
• Sarasota, FL  
• St. Augustine, FL  
• Tampa, FL  
• Tifton, GA  
• West Palm Beach, FL

Dear Mr. Battle:

Universal Engineering Sciences, Inc. (UES) is pleased to submit our proposal to conduct a pavement condition survey for CR 297-A from ESCRP to Muscogee Road in Escambia County, Florida. Our understanding of this project, together with our proposed scope of services and cost, are presented in the following paragraphs.

## PROJECT INFORMATION

Project information was provided to us by the client and from reviewing Escambia County, Florida Solicitation Identification Number PD 13-14.051. UES has been asked to perform a pavement condition survey on the existing County Road 297-A from the north end of ESCRP to Muscogee Road in Escambia County, Florida. We understand the project will consist of widening of both travel lanes to 12 feet wide as well as adding a paved 5 feet wide shoulder to each side of the road. The total length of the project is approximately 0.7 miles. Project designs will also include drainage improvements for this section of the road.

## PROPOSED GEOTECHNICAL EXPLORATION

The objective of this geotechnical exploration is to provide sufficient site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction.

### Field Exploration

Based on our experience, we recommend that the field services necessary to perform both the existing pavement condition survey and the subsurface exploration for the proposed widening consist of the following:

- Performing eight (8) pavement cores, with 5 feet deep auger borings to be performed subsequent to the coring. The cores will be located on approximate 500-foot centers along the project limits. The cores will be located in areas where good, questionable, and poor pavement conditions are observed. The borings will be backfilled with soil cuttings and the core locations will be patched with cold patch asphalt upon completion of each boring. Maintenance of traffic (M.O.T.) including signs, flag-men, and a Sherriff's Deputy will be required to complete the coring and boring operations;
- Performing eight (8), 5 feet deep auger borings along the proposed lane widening alignments. The borings will be placed on alternating sides of CR 297-A;



## Exhibit "A"

- Obtaining two (2) LBR samples of the pre-dominant subgrade strata encountered along the roadway alignment, for use in designing the pavement sections for the widening of the existing roadway;
- Obtaining digital photographs of the existing pavement section at each core location to be included in the final report as supporting documentation of pavement conditions that will be discussed in the body of the report; and
- Measuring thicknesses of both the asphaltic concrete and underlying base materials encountered at the core locations.

### Laboratory Testing

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. The testing will be performed to better define the materials encountered in the exploration to determine their strength/compressibility characteristics and their suitability for use in the proposed construction.

### Engineering Services

A Geotechnical Engineer, registered in the State of Florida, will direct the geotechnical exploration and will provide a final report detailing our findings, and rendering opinions as necessary regarding the condition of the existing asphaltic concrete pavement section as it will apply to the proposed improvements to CR 297-A.

The results of the recommended exploration and engineering study will be presented in a report containing the following:

- A brief discussion of our understanding of the planned construction.
- A presentation of the field and laboratory test procedures used and the data obtained.
- A presentation of the existing on-site conditions, such as topography, surface vegetation, etc., as they relate to the planned construction.
- A presentation of the subsurface conditions including subsurface profiles, estimated seasonal high groundwater, and estimated geotechnical engineering properties (as necessary).
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.
- Summary of existing pavement sections (asphalt and base depths).
- Discussion on existing pavement condition and any observed pavement distress types.
- Recommendations for existing roadway pavements including milling and resurface and/or reconstruction (as appropriate).
- Recommendations for new roadway pavement design, site preparation, and earthwork construction per applicable FDOT specifications.

This proposal assumes traffic data including the anticipated traffic loadings in Equivalent Number of Single Axle Loads (ESALs) over the useful design life of the pavement will be provided to UES by others for our use in preparing our pavement recommendations.

## Exhibit "A"

### COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, the proposed laboratory testing program, and the engineering services outlined above, we propose to complete the geotechnical exploration and engineering services for a **Lump Sum Fee of \$5,720.00.**

We will contact you immediately if we encounter subsurface conditions which could require (1) the borings to be performed to deeper depths, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal. Attached is the Fee Schedule (Exhibit I) with the applicable unit rates for this project.

### SCHEDULING AND AUTHORIZATION


Based on our current workload at the time of this proposal, we estimate being able to begin the field work within five (5) days of receiving the written notice to proceed (the time is required to schedule a deputy sheriff for M.O.T., and may be significantly shorter if one can be readily scheduled). Note that we have assumed that an FDOT Utility Permit will not be required for this project, as this is a County Road and therefore not subject to FDOT requirements. Additional time and associated costs will be needed to secure this permit, should the County instruct us to obtain one anyway. The field work is estimated to require two (2) working days to complete. As soon as all field and laboratory tests have been completed and reviewed by the geotechnical engineer, verbal results and recommendations can be provided. The written report should then be available within fifteen (15) business days (excluding holidays) after completion of the field and laboratory work.

We have included a short form authorization agreement. In order to authorize these services, please execute this document and return one copy to our office. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

### CLOSURE

We appreciate this opportunity to provide this proposal to perform the geotechnical exploration for this project. If you have any questions concerning this proposal or if we can serve you in any other way, please contact us.

Respectfully submitted,  
**UNIVERSAL ENGINEERING SCIENCES**

  
Guy H. Rabens, M.S., P.E.  
Senior Geotechnical Engineer  
[grabens@universalengineering.com](mailto:grabens@universalengineering.com)

  
William G. Faircloth, Jr., P.E.  
Pensacola Branch Manager  
[wfaircloth@universalengineering.com](mailto:wfaircloth@universalengineering.com)

# Exhibit "A"

**EXHIBIT I**  
**ESTIMATE FEE BREAKDOWN**  
**PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES**  
 CR 297-A WIDENING AND DRAINAGE IMPROVEMENTS  
 From Escambia County Road Prison (ESCRP) to Muscogee Road  
 Escambia County, Florida  
 UES Docs Proposal No. 1174355

<b>Drilling Services</b>					
		<i>Unit</i>	<i>Rate</i>	<i>Quantity</i>	<i>Cost</i>
1	Mobilization of Drill Rig & Crew	Lump Sum	\$ 350.00	1	\$ 350.00
2	Pavement Cores and Patching	Each	\$ 55.00	8	\$ 440.00
3	Boring and Core Layout	Per Hour	\$ 50.00	2	\$ 100.00
4	Auger Borings	Per Foot	\$ 10.00	80	\$ 800.00
5	Main. of Traffic (Deputy Sherriff, Cones, Signage, Flagmen)	Per Hour	\$ 240.00	8	\$ 1,920.00
6	Project Engineer (Site Recon and Photos)	Per Hour	\$ 85.00	2	\$ 170.00
<b>Total Estimated Cost for Drilling Services</b>					<b>\$ 3,780.00</b>
<b>Laboratory Services</b>					
1	Natural Moisture Content Determination - ASTM D 2216	Per Test	\$ 10.00	5	\$ 50.00
2	Atterberg Limits - ASTM D 4318	Per Test	\$ 75.00	3	\$ 225.00
3	Soils Finer Than No. 200 Sieve - ASTM D 1140	Per Test	\$ 30.00	5	\$ 150.00
4	Limerock Bearing Ratio (LBR) Test	Per Test	\$ 260.00	2	\$ 520.00
<b>Total Estimated Cost for Laboratory Services</b>					<b>\$ 945.00</b>
<b>Engineering Services</b>					
1	Professional Engineer (P.E.)	Per Hour	\$ 125.00	1	\$ 125.00
2	Project Engineer	Per Hour	\$ 85.00	8	\$ 680.00
3	CADD Operator	Per Hour	\$ 50.00	3	\$ 150.00
4	Technical Typist	Per Hour	\$ 40.00	1	\$ 40.00
<b>Total Estimated Cost for Engineering Services</b>					<b>\$ 995.00</b>
<b>Estimated Project Costs</b>					<b>\$ 5,720.00</b>

**Exhibit Notes:**

Additional services, consultations, or meetings if requested, will be invoiced at Universal Engineering Sciences' standard rates.

This fee estimate includes a .pdf electronic version and two (2) hard copies of the final report. Additional copies can be provided at a cost of \$0.25 per page, \$1.00 per plan sheet, with a minimum of \$25.00 per copy plus mailing costs.

All reports will be shipped via first class mail on project completion. Shipping via overnight delivery service will be provided at the client's request at cost plus 15%.

This fee proposal will remain effective for 60 days. If you should require more than 60 days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs.

We have made a good faith effort to work with you to develop a work scope and fee estimate. Because of the possibility of unknown, discovered, underground conditions and/or the need for additional services that neither you nor we can currently foresee, we recommend that you budget a contingency equal to 15% of the total fee estimate. We will not use the contingency amount without first notifying you.

The Client will be responsible for all applicable taxes



Exhibit "C"

Exhibit "A"



November 11, 2014

Paul Battle  
2301 N. 9<sup>th</sup> Avenue, Suite 300  
Pensacola, Florida 32503

**Re: 294A Road Improvements  
Scope of Services and Proposal  
WSI Reference #2014-418**

Dear Mr. Battle,

As requested, the following is our proposed scope of services and estimated costs necessary to secure the required wetland resource permits for the 287A road safety upgrade project located in Escambia County, Florida. This proposal includes a review of furnished project information, presents our proposed scope of services, and contains deliverables and fee information.

#### **SCOPE OF SERVICES**

Activities to be performed for the Scope of Work are broken into two tasks to include fieldwork, and preparation of Joint Application for Works in the Waters of Florida and agency negotiations, as described below.

#### **TASK 1 – FIELD WORK**

1. A jurisdictional determination of all wetlands regulated under **33 CFR 320-330** (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under **62-340 F.A.C.** This effort will involve members of our staff to first conduct a non-binding jurisdictional determination in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically 1-3 meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries approximated which will be attached to the report. This will assist survey crews in the location of the delineated boundary lines.
2. Review land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, and identify any specific areas within the project area that could possibly support listed species. The study will be based on a Land Use, Cover and Forms Classification System (FLUCFCS) and will focus on habitats that could potentially support state or federally listed species or species of special concern. Surveys will be based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988*. If no wetlands or surface waters are identified within the Project limits, our participation in the Project is complete.

#### **TASK 2 – APPLICATION PREPARATION AND AGENCY NEGOTIATIONS**

## Exhibit "A"

If jurisdictional wetland impacts are necessary, Wetland Sciences, Inc. will prepare and submit to appropriate regulatory agencies necessary applications for both State and Federal wetland resource permits. The following is a brief summary of our proposed action plan:

### State of Florida

The activity should qualify under the General Permit to Counties and Municipalities for Minor Activities Within Existing Rights-of-Way or Easements, 62-341.4478 *Florida Administrative Code*. Wetland Sciences, Inc. will prepare a notice of intent to use the noticed general permit by submitting and completing Form 62-346.900(2), "Notice of Intent to Conduct a Noticed General Permit in Northwest Florida". The Northwest Florida Water Management District will have regulatory purview.

### Federal

The activity should qualify under the Nationwide Permit #14 Program. This program authorizes activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g. roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. The Department of the Army Corps of Engineers will have regulatory purview.

Both the State noticed general permit and Federal nationwide permit program authorize the discharge of up to ½ acre of non-tidal regulated wetlands. Impacts greater than ½ acre will require an individual permit. The exact form of authorization will be determined during the design process.

### ESTIMATED FEES

The estimated costs to complete the services outlined above are presented below:

- |                                     |             |
|-------------------------------------|-------------|
| 1. Jurisdictional assessment .....  | \$400.00    |
| 2. WMD Permit Application Fee ..... | \$250.00*   |
| 3. WSI Consulting Fee.....          | \$1,200.00* |

\*may not be necessary

Total .....\$1,850.00

This proposal considers that engineered civil site plan drawings will be supplied by Rebol Battle. We are looking forward to working with you on this project. If you have questions regarding this proposal, please do not hesitate to call.

Sincerely,



Craig D. Martin  
Sr. Scientist





Exhibit "A"

EVANS CONTRACTING, INC.  
289 NOWAK ROAD  
CANTONMENT, FL. 32533  
Phone: 968-1957  
Fax: 968-1191

## PROPOSAL

To: REBOL BATTLE & ASSOCIATES

11/10/14

Address: 2301 N. 9th Ave  
Pensacola, FL 32503

ATTN: Paul Battle

Project: Verify Utilities along CR-297A

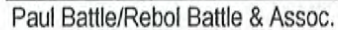
Description: Verify Location and Depth of Existing Utilities on CR-297A, from Muscogee Road, South .7 Miles, every 200', both sides of the road.

38 Locations @ \$300.00 EA

Booker North

TOTAL \$11,400.00

  
Rick Evans / Evans Contracting, Inc.

  
Paul Battle/Rebol Battle & Assoc.

## Exhibit "B"

<b>Project:</b> 297A - Muscogee Rd to Esc Cnty Road Prison			<b>Status as of:</b> 11/21/2014	
<b>Project Manager:</b> Paul Battle, PE			<b>ENG #</b>	
<b>A&amp;E Firm:</b> Rebol-Battle & Associates			<b>POC #</b>	
<b>Task Order #</b>			<b>Task Order Value:</b>	
<b>Project Area :</b>				
<b>Project Description:</b>				
<b>Task Order Start:</b>		<b>Time:</b>		<b>Task Order Expiration:</b> 1/0/1900
<b>ACTIVITY</b>	<b>Start</b>	<b>#Days</b>	<b>Due Date</b>	<b>Comments</b>
PO & Notice to Proceed	01/05/15	1	01/06/15	Assumed Start Date. Will update schedule once official NTP is issued.
Survey, Data Collection and S.U.E.	01/12/15	45	02/26/15	
30% Design Preperation	03/02/15	30	04/01/15	
Rail Road, Wetland, NFWFMD, Gulf South Pipe Line Permitting	04/01/15	300	01/26/16	
30% County Review	04/01/15	14	04/15/15	
60% Design Preparation	04/16/15	30	05/16/15	
60% QA/QC	05/16/15	7	05/23/15	
60% County Review	05/24/15	14	06/07/15	
Plan-in-Hand Walkthrough	05/24/15	5	05/29/15	
90% Design Preparation	06/06/15	30	07/06/15	
90% QA/QC	07/07/15	14	07/21/15	
90% County Review	07/22/15	14	08/05/15	
100% Design Preparation	08/06/15	30	09/05/15	
100% QA/QC	09/06/15	14	09/20/15	
100% County Review	09/21/15	14	10/05/15	
Final Package to Purchasing	01/28/16	1	01/29/16	
Bid Opening	01/30/16	30	02/29/16	
BCC Award	03/01/16	21	03/22/16	
Construction Time	03/23/16	300	01/17/17	
Construction Assistance	03/23/16	300	01/17/17	

# Exhibit "C"

November 17, 2014

	Project Manager	Senior Civil Engineer (PE)	Design Engineer (EI)	P.S.M.	Survey Crew	CADD Tech	Civil Inspector	Civil Clerical	Sub-Consultants	BASIC FEE
	\$121.78	\$107.20	\$74.43	\$95.00	\$125.00	\$64.94	\$56.83	\$40.00		
<b>TASK 1 - COORDINATION MEETINGS &amp; PROJECT KICK-OFF</b>										
Design Kickoff Meeting	2	4						2		\$752.36
Initial Utility Coordination and Contact	2	4								\$672.36
Initial Permitting Agency Coordination and Contact	2	4								\$672.36
Miscellaneous Coordination and Progress Meetings with County Staff	6	12						8		\$2,337.08
	SUBTOTAL =								\$0.00	\$4,434.16
<b>TASK 2 - Data Collection</b>										
Gather Existing Plans and Calculations for the Corridor	1	4	8					2		\$1,226.02
Field Investigation of Proposed Route	4	4								\$915.92
Office Investigation of Parcels Along Proposed Routes (Easements, etc.)	1	4		8						\$1,310.58
Wetland Delineation (flagging)	1	4				6			\$400.00	\$940.22
Questionnaire to Residents	2	4	6					4		\$1,278.94
Geotechnical Analysis	1	2	4						\$5,720.00	\$633.90
	SUBTOTAL =								\$6,120.00	\$6,305.58
<b>TASK 3 - SURVEYING</b>										
Establish Horizontal Control Throughout Corridor	1	2		2	8	4				\$1,785.94
Establish Vertical Control Throughout Corridor	1	2		2	8	4				\$1,785.94
ROW Verification	1	2		3	8	6				\$2,010.82
ROW Existing Conditions & Topographic Survey	1	4		3	40	16				\$6,874.62
Wetland Flag Location Survey	1	2		2	4	4				\$1,285.94
	SUBTOTAL =								\$0.00	\$13,743.26
<b>TASK 4 - UTILITY COORDINATION</b>										
Misc. Utility Coordination (At&T, ECUA, Gas, Farmhill, etc.)	4	8	12							\$2,237.88
Submit 30% plans to Utility Companies	1	1	2					2		\$457.84
Submit 60% plans to Utility Companies and incorporate 30% comments	1	1	6					2		\$755.56
Design Tickets		1	2					2		\$336.06
Plans in Hand Walk-Through at 60% design)	4	4	4							\$1,213.64
	SUBTOTAL =								\$0.00	\$5,000.98
<b>TASK 5 - PERMITTING</b>										
Pre-Application Meeting with NWFWM/ACOE	2	4								\$672.36
Pre-Application Meeting with Alabama Railroad	2	4								\$672.36
Alabama Railroad Crossing Permitting and Plan Design (progress plans to be included in each overall plan submittal)	4	12				4			\$17,111.30	\$2,033.28
Gulf South Easement Permitting	4	8				4				\$1,604.48
NWFWM Stormwater Exemption	2	6								\$886.76
NWFWM/ACOE Wetland Permitting	2	4				8			\$1,450.00	\$1,191.88
	SUBTOTAL =								\$18,561.30	\$7,061.12
<b>TASK 6 - QA/QC</b>										
60% Plan QA/QC		1							\$3,519.77	\$107.20
90% Plan QA/QC and Quantity Verification		1							\$3,519.77	\$107.20
Final Plan QA/QC and Quantity Verification		1							\$3,519.77	\$107.20
	SUBTOTAL =								\$10,559.31	\$321.60
<b>TASK 7 - 30% DESIGN AND ANALYSIS</b>										
Develop Horizontal Base Alignment (including intersection improvements, turn lanes, shoulders, etc)	2	2	16			16				\$2,687.88
Develop Roadway Profile Base Plan	2	2	16			12				\$2,428.12
Prepare 30% Cross Sections	1	1	8			16				\$1,863.46
Drainage Basin Delineation	2	2	12			2				\$1,481.00
Preliminary Drainage Calculations	2	2	16							\$1,648.84
Prepare Conceptual Overall Drainage Design	2	2	20			4				\$2,206.32
Prepare and Submit 30% Design Plans (sheet development)	3	3	24			24				\$4,031.82
Prepare 30% Cost Estimate	1	1	3					2		\$532.27
	SUBTOTAL =								\$0.00	\$16,879.71
<b>TASK 8 - 60% DESIGN AND PERMITTING</b>										
Incorporate Resident Input from Questionnaire	2	2	2							\$606.82
Address and Incorporate 30% Review Comments from Client	2	2	3			8				\$1,200.77
Incorporate 30% QA/QC Comments	2	2	3			8				\$1,200.77
Prepare 60% Drainage & Conveyance Plan	4	4	8			8				\$2,030.88
Prepare 60% Supporting Drainage Calculations	4	4	8							\$1,511.36
Prepare 60% MOT Plan	1	1	2			2				\$507.72
Prepare 60% Roadway Geometry Sheets	2	2	6			8				\$1,424.06
Prepare 60% Plan and Profile Sheets	2	2	6			8				\$1,424.06
Prepare 60% Stiping Plan Detail Sheet	1	1	3			2				\$582.15
Prepare 60% X-Section Sheets	2	2	6			8				\$1,424.06
Prepare 60% Detail and Note Sheets	2	2	6			8				\$1,424.06
Prepare 60% Construction Cost Estimate update	1	1	2					2		\$457.84
	SUBTOTAL =								\$0.00	\$13,794.55



# Exhibit "C"

November 17, 2014

	Project Manager	Senior Civil Engineer (PE)	Design Engineer (EI)	P.S.M.	Survey Crew	CADD Tech	Civil Inspector	Civil Clerical	Sub-Consultants	BASIC FEE
	\$121.78	\$107.20	\$74.43	\$95.00	\$125.00	\$64.94	\$56.83	\$40.00		
<b>TASK 9 - 90% DESIGN AND PERMITTING</b>										
Address and Incorporate 60% Review Comments from Client	2	2	6			8				\$1,424.06
Incorporate 60% QA/QC Comments	2	2	6			8				\$1,424.06
Prepare 90% Drainage & Conveyance Plan	4	4	16			8				\$2,626.32
Prepare 90% Supporting Drainage Calculations	4	4	16							\$2,106.80
Prepare 90% MOT Plan	1	1	2			2				\$507.72
Prepare 90% Roadway Geometry Sheets	2	2	8			8				\$1,572.92
Prepare 90% Plan and Profile Sheets	2	2	8			8				\$1,572.92
Prepare 90% Stiping Plan Detail Sheet	1	1	4			2				\$656.58
Prepare 90% X-Section Sheets	2	2	8			8				\$1,572.92
Prepare 90% Detail and Note Sheets	2	2	6			8				\$1,424.06
Prepare 90% Construction Cost Estimate update	1	1	2					2		\$457.84
Prepare Specifications	1	1	2					6		\$617.84
								<b>SUBTOTAL =</b>	<b>\$0.00</b>	<b>\$15,964.04</b>
<b>TASK 10 - FINAL DESIGN AND PERMITTING</b>										
Address and Incorporate 90% Review Comments from Client	2	2	4			6				\$1,145.32
Incorporate 90% QA/QC Comments	2	2	4			6				\$1,145.32
Prepare Final Drainage & Conveyance Plan	4	4	8			6				\$1,901.00
Prepare Final Supporting Drainage Calculations	4	4	8							\$1,511.36
Prepare Final MOT Plan		1	1			1				\$246.57
Prepare and Submit Final Design Plans (for bidding)	2	4	8			16				\$2,308.84
Prepare Final Construction Cost Estimate	1	1	2					2		\$457.84
Prepare Final Specifications	1	1	2					8		\$697.84
								<b>SUBTOTAL =</b>	<b>\$0.00</b>	<b>\$9,412.09</b>
<b>TASK 11 - BIDDING ASSISTANCE</b>										
Prepare Bid Documents (scope, bid tab, spec, etc)	1	2	2					2		\$565.04
Attend Pre-Bid Conference	2	2								\$457.96
Attend Bid Opening	2	2								\$457.96
Address Bidder's Concerns and Issue Addenda	2	6				4		2		\$1,226.52
Evaluate Bids and Generate Bid Tabulation	1	2	1					2		\$490.61
								<b>SUBTOTAL =</b>	<b>\$0.00</b>	<b>\$3,198.09</b>
<b>TASK 12 - CONSTRUCTION ADMINISTRATION AND OBSERVATION</b>										
Construction Monitoring including site meetings, weekly inspection	8	16					40	2		\$5,042.64
Prepare for and Attend Pre-Con	2	4						2		\$752.36
Shop Drawing Review	2	4	8					2		\$1,347.80
Respond to Contractor Issues (RFI's) During Construction	4	8	12					2		\$2,317.88
Generate Record Drawings from Contractor Mark-ups	1	2	6			12				\$1,562.04
Project Certification to Permitting Agencies	1	2	4			8		1		\$1,193.42
								<b>SUBTOTAL =</b>	<b>\$0.00</b>	<b>\$12,216.14</b>
<b>Optional Services</b>										
Railroad Permit / Review Fees		1							\$25,000.00	\$107.20
SUE / Utility Locations	1	2		2	8	8			\$11,400.00	\$2,045.70
								<b>SUBTOTAL =</b>	<b>\$36,400.00</b>	<b>\$2,152.90</b>

<b>TOTAL BASIC SERVICES =</b>	<b>\$110,484.22</b>
<b>TOTAL SUB-CONSULTANT SERVICES =</b>	<b>\$35,240.61</b>
<b>OPTIONAL SERVICES =</b>	<b>\$36,400.00</b>
<b>TOTAL SERVICES =</b>	<b>\$182,124.83</b>



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-7302**

**County Administrator's Report 12. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/08/2015

**Issue:** Contract Award for Signalization Continuing Services Consultant

**From:** Stephan Hall, Interim Department Director

**Organization:** OMB

**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning the Signalization Consultant Continuing Services Contract -  
Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Signalization Consultant Continuing Services Contract:

A. Award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and DRMP, Inc., per the terms and conditions of PD 13-14.080, Signalization Consultant Continuing Services, funding to be approved on an annual basis; and

B. Approve funding, in the amount of \$200,000, for Fiscal Year 2014-2015, per the Joint Partnership Agreement (JPA) approved by the Board of County Commissioners on December 5, 2013.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53101]

### **BACKGROUND:**

Request for Letters of Interest, PD 13-14.080, Signalization Consultant Continuing Services, were publicly noticed on Monday, August 25, 2014 to 139 known firms. Responses were received from 3 firms on Wednesday, September 9, 2014.

On Feb 13, 2014, the FDOT and the County entered into a JPA that provides the County \$300,000.00 per FDOT fiscal year. This is in response to the Florida Alabama Transportation Planning Organization (TPO) number one priority for our region. The County is managing the dollars for Escambia, Santa Rosa, and City of Pensacola to address Signalization issues in our region on the State system. It is under, and according to, this JPA that the consultant services are to function. The County's intent was to hire a Signalization Engineer, however due to that position not yet being filled, the County desires to move forward with the necessary Signalization work in our two

counties through this continuing contract.

**BUDGETARY IMPACT:**

Fund 175 "Transportation Trust Fund", Cost Center 211201, Object Code 53101

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract Form F, Consulting Services for Task Orders.

**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 Services and Purchase Order.

Public Works/Transportation and Traffic Operations will implement and coordinate between Escambia County, FDOT (Florida Department of Transportation), City of Pensacola and Santa Rosa County.

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**Attachments**

Agreement & Exhibits

12-5-13 Minutes Page

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**DRMP, Inc.**

**PD 13-14.080, Signalization Continuing Services Consultant**

**FORM F: CONSULTING SERVICES FOR TASK ORDERS**

**(Revised July 11, 2013)**

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## **AGREEMENT**

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and DRMP, Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 59-1791174, and whose business address is, , (hereinafter referred to as "Consultant").

### **WITNESSETH:**

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

## **ARTICLE 1** **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

### **1.1 BOARD OF COUNTY COMMISSIONERS:**

The Board of County Commissioners is the governing body of Escambia County, Florida.

### **1.2 CONSULTANT:**

DRMP, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

### **1.3 CONTRACT ADMINISTRATOR:**

Whenever the term Contract Administrator is used herein, it is intended to mean Colby S. Brown, Division Manager, Escambia County Public Works/Transportation and Traffic Operations. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

### **1.4 COUNTY:**

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County's Public Works/Transportation and Traffic Operations who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

**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 that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected DRMP, Inc., to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

### **ARTICLE 3**

#### **SCOPE OF SERVICES**

3.1 The Consultant will provide Signalization Continuing Services Consultant as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 13-14.080. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

### **ARTICLE 4**

#### **ORDERING OF THE WORK**

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to



provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

## **ARTICLE 5**

### **TIME FOR PERFORMANCE**

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

## **ARTICLE 6**

### **COMPENSATION AND METHOD OF PAYMENT**

#### **6.1 COMPENSATION:**

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the Engineering/Transportation and Traffic Engineering and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

## 6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

## 6.3 YEARLY ADJUSTMENT OF CONSULTANT'S RATES:

(a) On or before August 31 of each contract year, either party may request an adjustment in the Consultant's existing hourly rate schedule. Both the Consultant and the County agree to enter into negotiations concerning such changes upon receipt of a written request from the other detailing the proposed changes and specifying the reasons for such changes. Should the parties fail to reach agreement on the Consultant's revised hourly rates within thirty (30) days after the commencement of such negotiations, this Agreement shall terminate by operation of law on October 1 of that contract year, and the Consultant shall no longer be eligible to offer its services to the County pursuant to this Agreement.

(b) The effective date of any such adjustment shall be October 1 of the contract year. The Consultant agrees that throughout the life of this Agreement, at no time will the negotiated rates charged to the County be in excess of any other published or unpublished rates paid by any other client of the same class under similar terms and conditions of use and service.

(c) Rate adjustments shall be made a part of this Agreement by the issuance of a written contract amendment executed by the parties.

## 6.4 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.5 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.6	Payment requisitions will be sent to:	Notices will be sent to:
	Colby S. Brown Public Works/Engineering 3363 West Park Place Pensacola, Florida 32505 (850) 595-3433 (850) 595-3444	County Administrator Escambia County Administrator 221 Palafox Place Pensacola, Florida 32502-1590 (850) 595-4900 (850) 595-4908

6.7	Payments and notices will be made to the Consultant at:		
	<table border="0"><tr><td>Payments Mark E. Puckett, Vice President DRMP, Inc. 941 Lake Baldwin Lane, Ste 100 Orlando, FL 32814</td><td>Notices Scott Early, Office Leader DRMP, Inc. 700 South Palafox St., Ste 160 Pensacola, FL 32502</td></tr></table>	Payments Mark E. Puckett, Vice President DRMP, Inc. 941 Lake Baldwin Lane, Ste 100 Orlando, FL 32814	Notices Scott Early, Office Leader DRMP, Inc. 700 South Palafox St., Ste 160 Pensacola, FL 32502
Payments Mark E. Puckett, Vice President DRMP, Inc. 941 Lake Baldwin Lane, Ste 100 Orlando, FL 32814	Notices Scott Early, Office Leader DRMP, Inc. 700 South Palafox St., Ste 160 Pensacola, FL 32502		

(a) Any notice 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, payments, and invoices shall be made to each party at the 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.

## **ARTICLE 7**

### **ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia 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.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

## **ARTICLE 8**

### **COUNTY'S RESPONSIBILITIES**

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) 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 assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and

other land use restriction; and other special data or consultations.

8.3 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.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining 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 task order by the Consultant.

8.6 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.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

## **ARTICLE 9**

### **CONSULTANT'S RESPONSIBILITIES**

#### **9.1 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 deficiencies 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) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall 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.

## 9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional engineers 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 engineers.

(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 Engineer 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 10** **GENERAL CONDITIONS**

### 10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting 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.

## 10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) 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.

(c) Termination of the Consultant 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.

(d) 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.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

## 10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

#### 10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### 10.5 SUBCONTRACTORS

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, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

#### 10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.



## 10.7 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.

## 10.8 INSURANCE:

The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in

effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; 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 insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, 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.

#### 10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term "claim" also includes other disputes and matters in question between the County and the Consultant arising out of or

relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

#### 10.10 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.

#### 10.11 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.

#### 10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature 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.

#### 10.13 HEADINGS:

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

#### 10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

#### 10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

#### 10.16 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

#### 10.17 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

#### 10.18 INTERPRETATION:

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all

statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

#### 10.19 SEVERABILITY:

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

#### 10.20 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

#### 10.21 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>.

#### 10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

#### 10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

#### 10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and DRMP, Inc., signing by and through its President, duly authorized to execute same.

CONSULTANT:

DRMP, Inc., a for-profit corporation authorized to do business in the State of Florida.

By: \_\_\_\_\_  
Mark E. Puckett, Vice President

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
Secretary  
[CORPORATE SEAL]

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

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_  
Jack R. Brown County Administrator

WITNESS: \_\_\_\_\_

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

BCC Approved: January 8, 2015

**Principals**

Wayne D. Chalifoux  
Donaldson K. Barton, Jr.  
Lucius J. Cushman, Jr.  
Jon S. Meadows  
Lawrence L. Smith, Jr.  
William T. Stone

November 24, 2014

**DRMP Job # 14-0343-000**

Mr. Colby Brown, P.E.  
Program Director  
Traffic and Transportation Division of Public Works Department  
3363 West Park Place  
Pensacola, FL 32505

**Subject:       Signalization Consultant Continuing Services  
PD 13.14.080**

Dear Mr. Brown:

DRMP is pleased to provide services for the Signalization Consultant Continuing Services contract. As requested, DRMP has reviewed the Joint Project Agreement between the Florida Department of Transportation (FDOT) and Escambia County and composed a draft Scope of Work. The purpose of this letter is to submit the proposed Scope of Work for your review and comment.

The solicitation and subsequent discussion specifically addressed the continuation of the regional signal re-timing program at a minimum and the need to provide a variety of Task Work Orders (TWO) associated with enhanced traffic operations, traffic engineering, transportation planning, as well as related duties, functions, and services in support of the system of traffic signals and overall traffic operations throughout Escambia and Santa Rosa County. We understand DRMP is an extension of your staff and you will contact us with assignments to support specific Task Work Orders by calling or emailing us. We are ready to support you with inquiries from residents, businesses, and local politicians. We will meet with you and other local agencies on a regular basis to review the status of the re-timing program, past issues, and the prioritization of current work. In addition to the regular meetings, DRMP will actively coordinate in the City of Pensacola's Advanced Traffic Management System (ATMS) contract to ensure our on-going efforts are not duplicated or unnecessary.

The attached Scope of Work was taken predominantly from the County solicitation and the JPA. We intend to satisfy the requirements of the County, FDOT and the JPA in terms of invoicing and other administrative needs. The General Tasks listed will have a pre-negotiated hours and the Specific and Miscellaneous Tasks will be negotiated shortly after receiving an assignment. We understand the solicitation is a limiting amount based on available funding as defined by the existing JPA between the County and the FDOT. Given our knowledge of the existing signals, equipment and operation, we anticipate the entire amount will be exhausted during each fiscal year of the contract. We will work with the county to prioritize existing issues and to identify additional funding opportunities. We are excited for the opportunity to

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Pensacola, Florida 32502  
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Boca Raton, Florida  
Charlotte, North Carolina  
Chipley, Florida  
Columbia, South Carolina  
DeLand, Florida  
Ft. Myers, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Orlando, Florida  
Panama City Beach, Florida  
Tallahassee, Florida  
Tampa, Florida

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work with Escambia County, Santa Rosa County, and the City of Pensacola to move from the traditional Travel Demand Management model to an Active Demand Management model.

We look forward to the approval of the attached Scope of Work and submitted hours for the pre-negotiated tasks.

Sincerely,  
**DRMP, Inc.**



James L. Hagon, P.E.  
Project Manager - Transportation

Encl: Exhibit A: Scope of Work  
Exhibit B: Rate Schedule

CC: Paul Nobles, CPPO, CPPB, FCCM, FCN, FCPM  
File

**Principals**

Wayne D. Chalifoux  
Donaldson K. Barton, Jr.  
Lucius J. Cushman, Jr.  
Jon S. Meadows  
Lawrence L. Smith, Jr.  
William T. Stone

**EXHIBIT 'A'****SCOPE OF WORK**

This project, though specific to the continuation of the regional signal re-timing program as designated below for Escambia and Santa Rosa County, which shall be performed at a minimum, also provides the opportunity to perform enhanced traffic operations, traffic engineering, transportation planning, as well as related duties, functions, and services in support of the system of traffic signals and overall traffic operations on Department facilities throughout Escambia and Santa Rosa County.

The point of contact for this contract shall be Escambia County's Traffic and Transportation Division Program Director or their designee.

**1. Perform enhanced traffic operations:**

- Perform site visits and document findings at signalized and non-signalized intersections located on Department facilities on a periodic basis (peak and off-peak tourist seasonal periods) during:
  - AM and PM peak periods
  - Off-peak mid-day periods
  - Weekend peak period
- Review and provide analysis of on site visit documentation provided by others.
- Perform and provide analysis of Turning Movement Counts (TMC) data collection exercises.
- Perform plans review/comment on Department, local, or permit projects that affect Department facilities.
- Perform or assist in traffic operations project inspection efforts to assure compliance with plans, specifications, standards, and other contract documents.
- Provide and utilize software such as signal system analysis software, timing optimization software, traffic modeling software, operating system software, security software, reports generation software, and other related software in support of traffic signal system operation, maintenance, and traffic engineering activities.
- Supervise in-house or consultant staff in performing duties in association with this contract and the JPA.
- Address local citizen/resident/governmental issues, concerns, or complaints on Department facilities.

**2. Perform traffic engineering:**

- Conduct comprehensive signal system retiming projects at isolated intersections or corridors on Department facilities.
- Review and provide analysis of signal system retiming projects at isolated intersections or corridors on Department facilities performed by others.
- Perform travel time/delay studies along signalized Department corridors.
- Perform incremental signal timing adjustments and document actions.

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Phone: 850.469.9077  
Fax: 850.469.9073

Boca Raton, Florida  
Charlotte, North Carolina  
Chipley, Florida  
Columbia, South Carolina  
DeLand, Florida  
Ft. Myers, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Orlando, Florida  
Panama City Beach, Florida  
Tallahassee, Florida  
Tampa, Florida

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- Review and provide analysis of incremental signal timing adjustments performed by others.
- Perform intersection analysis, signal warrant, speed, pedestrian, safety, volume and other formal engineering studies.
- Review and provide analysis on intersection analysis, signal warrant, speed, pedestrian, and safety studies performed by others.
- Develop plans, concepts, budgets, right-of-way determinations, and assessment of utility concerns for traffic operations, access management, and intersection improvement projects.
- Develop scope, procurement, and contract documentation for traffic operations, access management, and intersection improvement projects.
- Provide project management/contract administration for design, construction, and CEI projects utilizing resources provided by local, state, or federal programs.

### **3. Perform transportation planning:**

- Attend and actively participate in meetings related to Department, local, or permit projects that affect Department facilities.
- Meet with each stakeholder agency to this project on a periodic basis to ascertain and address concerns related to the engineering and operations on Department facilities – this specifically includes Milton, Department District Traffic Operations Office, West Florida Regional Planning Council (WFRPC), neighboring county engineers, Public Works Representatives, (i.e.: Santa Rosa County and City of Pensacola), as well as local law enforcement representatives, and any others providing insight into benefiting the region's transportation needs.
- Identify projects in support of improved traffic operations objectives, such as intersection improvements, left and right turn lane projects, signalization projects, and access management/median modification improvements.

### **4. Perform support of system of traffic signals:**

- Perform/manage preventative and response maintenance, repair, and/or modification of traffic signal field equipment.
- Provide traffic signal equipment, communication equipment, traffic detection upgrades, specialty equipment and tools in support of traffic signal system operation, maintenance, and traffic engineering activities.
- Perform comprehensive testing/verification of all traffic signal equipment/hardware at intersections located on Department facilities.
- Review, analyze, and/or oversee comprehensive testing/verification of traffic signal equipment/hardware conducted at intersections located on Department facilities by others.

Scope of Work for General Tasks and Specific Tasks are below. Tasks developed during the contract will be negotiated on a Task Work Order basis.

## **SCOPE OF WORK FOR GENERAL TASKS**

### **Task 1: Field Visit**

A Professional Engineer shall visit an assigned intersection during any period which a problem was indicated by the work order. The engineer shall make an assessment of the intersection operation, particularly in terms of queue lengths, delays, signal phasing, conflicts or any other operational characteristics. Photos shall be taken if needed to show any specific deficiencies or unusual conditions needing to be repaired or maintained. Additional photographs shall be taken of any geometric, traffic, or traffic control aspects about which the Project Manager should be aware. A brief response email to the Escambia County Manager corroborating an inquiry from a citizen, business owner, or other concerned person. The Consultant shall recommend to the Escambia County Project Manager the need for supplemental work tasks prior to commencing work on such tasks.

### **Task 2: Qualitative Assessment**

A Professional Engineer shall visit an assigned intersection during the morning and evening peak traffic periods and during any period which a problem was indicated by the work order. The engineer shall make qualitative assessment of intersection operation, particularly in terms of queue lengths, delays, signal phasing, conflicts or any other operational characteristics that should be considered in evaluating the operation of, or need for a traffic signal, at an intersection. Color photographs shall be taken of each approach a minimum of one photograph shall be taken of each approach. More photos shall be taken if needed to show any specific deficiencies or unusual conditions needing to be repaired or maintained. Additional photographs shall be taken of any geometric, traffic, or traffic control aspects about which the Project Manager should be aware. The Consultant shall recommend to the Escambia County Project Manager the need for supplemental work tasks prior to commencing work on such tasks.

### **Task 3: 10-Hour Turning Movement Counts (w/Bicycles & Pedestrians)**

The Consultant shall collect fifteen-minute turning movement volumes. The data shall be collected for a total of ten hours encompassing the morning, midday, afternoon and other peak periods during which warranting volumes exist and during an off-peak period. Each period shall at a minimum consist of the eight (8) consecutive 15 minute intervals (2 hours). The peak hours may begin on any quarter hour. For example, the afternoon peak hour could be from 4:45 PM until 5:45 PM. The number of pedestrians and commercial vehicles are to be recorded separately.

#### Task 4: 24-Hour Approach Traffic Counts (Intersection)

The Consultant shall collect hourly traffic count data on each approach (up to 4 approaches) to the assigned intersection for a minimum period of 24 hours during typical weekday traffic conditions. The Consultant shall furnish a written record of the traffic volumes by time of day. The count data shall be presented in an acceptable tabular form showing 15 minute interval volumes and hourly summaries. Volume counts shall also be presented in a graphical format showing the volume by time of day. Additional 24 hour counts may be authorized for additional approaches by the Project Manager as a supplemental activity to this study.

#### Task 5: Field Intersection Inventory (Condition Diagram)

The Consultant shall conduct a field inventory of each intersection under study and prepare a condition diagram on standard FDOT forms contained in the Manual on Uniform Traffic Studies. The condition diagram shall show the intersection geometry and dimensions, including but not limited to, auxiliary turn lane lengths, lane widths and taper lengths. The condition diagram shall show all traffic control devices and other roadway or roadside elements that contribute to the quality of intersection operation, including but not limited to driveways, sidewalks, signs, posted speed limit on each approach, pavement markings, drainage inlets, buildings, utility and signal poles, lighting, and other fixed objects.

### **SCOPE OF WORK FOR SPECIFIC and MISCELLANEOUS TASKS**

#### Task 6 Signal Re-Timing

Each signal re-timing project shall be individually negotiated between the Consultant and the County Project Manager based on number of intersections, length of corridor, availability of coordination and number of requested Time-of-Day signal timing plans. The Consultant will adhere to the following general template

##### Subtask 6A Signal Assessment

A qualified engineer shall visit assigned intersections during morning and evening peak traffic periods in order to make qualitative assessments of intersection operation, particularly in terms of queue lengths, delays, conflicts or any other operational characteristics that should be considered in evaluating and developing coordinated traffic signal system timings. Traffic anomalies, significant un-signalized access points and any pertinent existing condition shall be documented and added to the analysis if appropriate. Each location shall be photographed with a digital camera.

#### Subtask 6B "Before" System Assessment

The Consultant shall perform a "Before" travel time and speed study utilizing portable Bluetooth detection devices or other approved data collection technology as sanctioned by the County Project Manager and the Department of Transportation. The Consultant shall collect travel time and speed data for a period of seven (7) days. If portable Bluetooth detection devices are utilized, the cost will be based on a per unit cost. This information shall be presented in both tabular and graphical form. The consultant shall submit one (1) paper copy and an electronic submittal of the report.

#### Subtask 6C Seven-Day Continuous Traffic Counts

To determine the necessary timing patterns and to identify the peak hours for collecting turning movement counts, the Consultant shall collect seven-day continuous traffic volume counts at assigned stations. A graphical representation of the volumes shall be developed by the Consultant. The graphical chart shall be used by the Consultant to evaluate and plot the time of day pattern changes.

Seven day counts shall be submitted to the County for approval prior to using this data for calculating timing patterns and peak hours. The Consultant shall provide the County copies of the counts in tabular form broken down into direction of travel and hours with 15-minute increments and hourly totals. The counts shall also be submitted graphically. Microsoft Excel shall be used to produce the counts graphically. Counts shall be submitted both electronically and in hard copy. The electronic copy shall be submitted in both Portable Document Format (PDF) and Microsoft Excel formats. A seasonal adjustment factor approved by the County may be required.

#### Task 6D Ten-Hour Turning Movement Counts

The Consultant shall perform 10-hour turning movement counts typically on Tuesday, Wednesday or Thursday for each assigned intersection identified in Task 5. Weekend counts may be performed as deemed necessary by the County Project manager to develop weekend timing plans. The Consultant will determine the AM peak and PM peak timings based on the collected 7-Day approach counts. The seven-day continuous count may be utilized to factor and adjust weekday peak hour count data for the development of weekend timing plans.

Counts shall not be taken at an intersection during construction or when a detour route is in place through the intersection. The Consultant shall provide the County copies of the summary forms, both hard copy and electronic copies, for approval prior to the development of the draft timings. Electronic copies shall be provided in PDF format. A seasonal adjustment factor approved by the may be required. Counts shall not be conducted on holidays or during special events.

#### Task 6E Data Analysis and Documentation

The Consultant shall analyze the collected data and generate intersection and system timing. The Consultant shall use SYNCHRO / SimTraffic or other approved software to analyze the existing conditions (geometrics, volumes, phasing, timings, etc.) and develop and analyze alternatives for each isolated intersection.

The Synchro run of the existing conditions must be an accurate representation of the existing conditions. SimTraffic shall be used to verify that the Synchro run is an accurate reflection of the existing conditions (ex: SimTraffic queue length should reflect the queue lengths observed in the field). The Consultant will determine the best alternative and the outputs will be presented in a report. The results of the Synchro analysis shall be submitted to the County for review and approval prior to proceeding with timing development. Existing conditions, and the analyzed alternatives, and final intersection Synchro files shall be submitted electronically along with one (1) paper copy.

#### Subtask 6F Draft Timing Plan Reports

The Draft timing plan report shall describe the methodology used to develop the patterns, document each of the timing plans including all controller and coordinator settings, and include all input and output parameters and time space diagrams.

#### Subtask 6G Final Timing Plans

The final timing plan report shall contain the following:

- Final controller timings database.
- Final coordination timings database.
- Final time clock parameters database.
- Final time space diagrams reflecting the above timings. Bandwidths shall be drawn on the time space diagrams and the intersection names shall be shown.
- Final SYNCHRO runs for each pattern for each section reflecting the final timings.
- Each sections final specific methodology.
- Summary of each intersections phase time and each sections time of day clock operation

#### Task 6H System Timing Implementation and Fine Tuning

The Consultant shall provide the approved intersection timings for entry into the controllers, along with the coordination parameters for entry into the coordination units at all locations. The Consultant shall implement timings into control equipment. The Consultant shall fine tune all patterns at the time of the day during the week that the pattern is actually in operation.

#### Subtask 6I Fine Tuning

After implementing the timings, the Consultant shall review the time-of-day and day-of week timing pattern data and fine-tune these data as required. Initial field verification shall be conducted within 24 hours of timing plan implementation. The Consultant shall review the operation of the timing plans in the field to verify that the correct cycle lengths, splits, and offsets are being implemented by the system and that no major timing errors are apparent. The second stage shall include a detailed on-street review of the operation of all timing plans at each intersection to determine the locations at which fine-tuning is required due to excessive queues or vehicle delays. Also, the Consultant shall conduct travel time and speed studies using portable Bluetooth detection devices (or other approved technology) and the offsets shall be adjusted as necessary. This process should be repeated until the Consultant has fine-tuned each section to his or her satisfaction. The Consultant shall perform this fine tuning during the time of day and day of week that each timing plan is scheduled to operate.

#### Task 6J “After” System Assessment

The Consultant shall perform an After travel time and speed study utilizing portable Bluetooth detection devices or other approved data collection technology as sanctioned by the County Project Manager and the Department of Transportation. The Consultant shall collect travel time and speed data for a period of seven (7) days. If portable Bluetooth detection devices are utilized, the cost will be based on a per unit cost. This information shall be presented in both tabular and graphical form. The consultant shall submit one (1) paper copy and an electronic submittal of the report. “After” System assessment may also include longer term observation and signal timing management negotiated for individual signals or corridors.

Anticipated Hours – To be negotiated for individual task work orders.

#### Task 7 Miscellaneous Assignments

The Consultant shall perform several miscellaneous tasks throughout the contract. Some of the tasks include meetings with Escambia County, Santa Rosa County, and City of Pensacola staff to brief and update them on the subject contract. Preparation for the meeting and follow-up will be required. The Consultant shall annually prepare and make a presentation to the local Transportation Planning Organization (TPO) and its advisory committees. Graphics and other miscellaneous items shall be prepared and distributed to the Escambia County Project Manager for his/her approval. Assist with project management, third party review and perform regional representation for the Escambia-Santa Rosa Regional Advanced Traffic Management System Feasibility Study and Implementation Plan.

Attached pre-negotiated rates to be used for this task.

Other Tasks developed during the contract will be negotiated on a Task Work Order basis.



Exhibit "B"

Not Applicable

## Exhibit "C"

County:  
County Project Number

Escambia Co.  
PD 13-14.080

Consultant No.: 14-0343.000

Date: 11/24/2014

Estimator: JH

Staff Classification	Staff Hours	Salary Cost by Task	Overhead	Operating Margin	FCCM	Expenses	Total
1. Field Visit	12	\$ 523.77	\$ 845.73	\$ 164.99	\$ 1.03	\$ 35.62	\$ 1,571.14
2. Qualitative Assessment	37	\$ 1,620.21	\$ 2,616.16	\$ 510.37	\$ 3.18	\$ 110.17	\$ 4,860.09
3. 10-Hour Turning Movement Counts	*		\$ -	\$ -	\$ -	\$ -	\$ 700.00
4. 24-Hour Approach Traffic Counts (Intersection)	**		\$ -	\$ -	\$ -	\$ -	\$ 500.00
5. Field Intersection Inventory (Cond. Diagram)	23	\$ 946.72	\$ 1,528.66	\$ 298.22	\$ 1.86	\$ 64.38	\$ 2,839.82

\* Per intersection with Condition Diagram by DRMP

\*\* per intersection, if needed

## SALARY RELATED COSTS:

OVERHEAD: 161.47%

OPERATING MARGIN: 31.5%

FCCM (Facilities Capital Cost Money): 0.196%

EXPENSES: 6.80%

# Exhibit "C"

## Task 1: ESTIMATE OF WORK EFFORT, COST AND STAFF HOUR DISTRIBUTION PERCENTAGES

Name of Project: Signalization Consultant Continuing Services  
 County: Escambia Co.  
 County Project Number: PD 13-14.080

Consultant Name: DRMP, Inc.  
 Consultant No.: 14-0343.000  
 Date: 11/24/2014  
 Estimator: JH

### ESTIMATE OF WORK EFFORT AND COST

Staff Classification	Staff Hours	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Contract Support Specialist	Inspector	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$44.88	\$67.27	\$54.89	\$46.06	\$37.76	\$29.95	\$31.55	\$40.10	\$33.86	\$31.20	\$23.33	\$17.58			
1. Field Visit	12	6.7	0.5	0.7	1.8	0.0	0.0	0.0	0.0	1.7	0.0	0.0	0.6	12	\$523.77	\$43.65

### Staff Hour Distribution Percentages

Staff Classification	Staff Hours	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Contract Support Specialist	Inspector	Secretary/ Clerical	Total
1. Field Visit	12	56%	4%	6%	15%	0%	0%	0%	0%	14%	0%	0%	5%	100%

**Exhibit "C"**  
**Task 1: Field Visit**

Estimator: JH

Signalization Consultant Continuing Services  
PD 13-14.080

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
<b>1.0</b>	<b>Field Visit</b>					
1a	Desktop review	PI	1	1	1	Obtain historical & current AADT, if available and other info related to the intersection
1b	Assessment of intersection operation	PI	1	1	1	
1c	Assessment of queue lengths	PI	1	0.5	0.5	
1d	Assessment of delay	PI	1	0.5	0.5	
1e	Assessment of signal phasing	PI	1	0.5	0.5	
1f	Take Photos (if needed)	PI	1	0.5	0.5	
1g	Summerize field visit (email or memo)	LS	1	3	3	
<b>Task 1. Field Visit Technical Subtotal</b>					<b>7</b>	
1h	Mobilization	LS	1	2	2	Includes time for travel with 2 people to site
1i	Technical Meetings	LS	0	0	0	Does not include meetings with County, City or FDOT
1j	Quality Assurance/Quality Control	LS	%	10%	1	
1k	Independent Peer Review	LS	%	0%	0	
1l	Supervision	LS	%	10%	1	
<b>Task 1. Field Visit Nontechnical Subtotal</b>					<b>4</b>	
1m	Coordination	LS	%	8%	1	Limited to agency sending request
<b>Task 1. Field Visit Totals</b>					<b>12</b>	

**Not Anticipated**

Follow up with others including FDOT, commissioner, business owner, citizen, originator  
Meetings with FDOT, County, City, politician, etc.

# Exhibit "C"

## Task 2: ESTIMATE OF WORK EFFORT, COST AND STAFF HOUR DISTRIBUTION PERCENTAGES

Name of Project: Signalization Consultant Continuing Services  
 County: Escambia Co.  
 County Project Number: PD 13-14.080

Consultant Name: DRMP, Inc.  
 Consultant No.: 14-0343.000  
 Date: 11/24/2014  
 Estimator: JH

### ESTIMATE OF WORK EFFORT AND COST

Staff Classification	Total Staff Hours	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Contract Support Specialist	Inspector	Secretary/ Clerical	Total Staff Hours	Salary Cost By Activity	Average Rate Per Task
2. Qualitative Assessment	37	18.5	1.5	4.4	4.4	1.9	0.0	0.0	0.0	3.3	0.0	1.5	1.5	37.0	\$1,620.21	\$43.79

### Staff Hour Distribution Percentages

Staff Classification	Total Staff Hours	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Contract Support Specialist	Inspector	Secretary/ Clerical	Total
2. Qualitative Assessment	37	50%	4%	12%	12%	5%	0%	0%	0%	9%	0%	4%	4%	100%

Exhibit "C"  
**Task 2: Qualitative Assessment**

Estimator: JH

Signalization Consultant Continuing Services  
 PD 13-14.080

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
<b>2.0</b>	<b>Qualitative Assessment</b>					
2a	Desktop review	PI	1	2	2	Obtain historical & current AADT and crash data, if available
2b	Assessment of intersection operation	PI	2	1	2	AM & PM Peak
2c	Assessment of queue lengths	PI	2	0.5	1	AM & PM Peak
2d	Assessment of delay	PI	2	0.5	1	AM & PM Peak
2e	Assessment of signal phasing	PI	2	0.5	1	AM & PM Peak
2f	Take Photos	PI	2	0.5	1	AM & PM Peak
2g	Develop Recommendation & Memo	PI	1	12	12	
<b>Task 2. Qualitative Assessment Technical Subtotal</b>					<b>20</b>	
2h	Mobilization	LS	2	2	4	Includes time for travel with 2 people to site
2j	Technical Meetings	LS	2	3	6	Includes 2 meetings with 2 people to discuss intersection issues + travel
2k	Quality Assurance/Quality Control	LS	%	10%	2	
2l	Independent Peer Review	LS	%	0%	0	
2n	Supervision	LS	%	10%	2	
<b>Task 2. Qualitative Assessment Nontechnical Subtotal</b>					<b>14</b>	
2o	Coordination	LS	%	8%	3	With Agency and FDOT
<b>Tasks 2. Qualitative Assessment Totals</b>					<b>37</b>	

**Not Anticipated**

# Exhibit "C"

## Task 5: ESTIMATE OF WORK EFFORT, COST AND STAFF HOUR DISTRIBUTION PERCENTAGE

Name of Project: Signalization Consultant Continuing Services  
 County: Escambia Co.  
 County Project Number: PD 13-14.080

Consultant Name: DRMP, Inc.  
 Consultant No.: 14-0343.000  
 Date: 11/24/2014  
 Estimator: JH

### ESTIMATE OF WORK EFFORT AND COST

Staff Classification	Total Staff Hours	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Contract Support Specialist	Inspector	Secretary/ Clerical	Total Staff Hours	Salary Cost By Activity	Average Rate Per Task
		\$44.88	\$67.27	\$54.89	\$46.06	\$37.76	\$29.95	\$31.55	\$40.10	\$33.86	\$31.20	\$23.33	\$17.58			
5. Field Intersection Inventory (Cond. Diagram)	23	8.5	0.0	1.4	3.9	1.4	1.4	2.3	3.0	0.0	0.0	0.0	1.2	23	\$946.72	\$40.98

### Staff Hour Distribution Percentages

Staff Classification	Total Staff Hours	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineer Intern	CADD Tech	Project Admin Inspector	Sr. Project Inspector	Contract Support Specialist	Inspector	Secretary/ Clerical	Total
5. Field Intersection Inventory (Cond. Diagram)	23	37%	0%	6%	17%	6%	6%	10%	13%	0%	0%	0%	5%	100%

## Exhibit "C"

**Task 5: Field Intersection Inventory (Condition Diagram)**

Estimator: JH

Signalization Consultant Continuing Services

PD 13-14.080

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
<b>5.0</b>	<b>Field Intersection Inventory (Condition Diagram)</b>					
5a	Desktop review	PI	1	2	2	
5b	Obtain field measurements	PI	1	4	4	
5c	Inventory existing signs	PI	1	2	2	
5d	Take Photos	PI	1	1	1	
5e	Draft Condition Diagram	PI	1	6	6	
<b>Task 5. Field Intersection Inventory (Condition Diagram) Technical Subtotal</b>					<b>15</b>	
5f	Mobilization	LS	1	2	2	Includes travel time with 2 people to site
5g	Technical Meetings	LS	1	0	0	Does not include meetings with County, City or FDOT
5h	Quality Assurance/Quality Control	LS	1	10%	2	
5i	Independent Peer Review	LS	1	0%	0	
5j	Supervision	LS	1	10%	2	
<b>Task 5. Field Intersection Inventory (Condition Diagram) Nontechnical Subtotal</b>					<b>6</b>	
5k	Coordination	LS	%	8%	2	
<b>Task 5. Field Intersection Inventory (Condition Diagram) Totals</b>					<b>23</b>	

**Not Anticipated**



**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

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

22. Taking the following action concerning the *Joint Project Agreement between the State of Florida Department of Transportation and Escambia County, Traffic Signal System Operations, Engineering, Planning and Support* (Florida Department of Transportation will reimburse Escambia County up to \$300,000 annually for direct costs related to this Project):
- A. Adopting the Resolution (R2013-152) supporting the Joint Project Agreement (JPA) and authorizing the Chairman to sign the Agreement;
  - B. Approving the *Joint Project Agreement between the State of Florida Department of Transportation and Escambia County, Traffic Signal System Operations, Engineering, Planning and Support, Financial Project: 412545-2-88-01*;
  - C. Approving the position for a Traffic Signal System Operations Engineer; and
  - D. Authorizing the Chairman to execute the Resolution, JPA, and all other required documents pertaining to this JPA, without further action of the Board.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7362

County Administrator's Report 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/08/2015

Issue: Amendment to Interlocal Agreement Relating to the Funding of Pensacola-Escambia County Promotion and Development Commission

From: Stephan Hall, Interim Department Director

Organization: OMB

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning an Amendment to the Interlocal Agreement Relating to the Fiscal Year 2014/2015 Funding of the Pensacola-Escambia County Promotion and Development Commission - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the Chairman to sign the Amendment to the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the Fiscal Year 2014/2015 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), allowing the PEDC to be paid semi-annually in advance.

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

### **BACKGROUND:**

On October 1, 2014, the parties previously entered into an Interlocal Agreement and the City and the County agreed for Fiscal Year 2014-2015 that the County shall contribute to the PEDC the amount of Five Hundred Fifty Thousand Dollars (\$550,000.00) and the City shall contribute to the PEDC the amount of and One Hundred Twenty Thousand Dollars (\$120,000.00).

The payments to the PEDC shall be paid semi-annually in advance and the first payment will be made upon execution of this Agreement, and the second payment shall be paid when documentation that the first draw was expended appropriately.

### **BUDGETARY IMPACT:**

Fund 102, Economic Development Fund, Cost Center 360704

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has reviewed the Amendment.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval of this Amendment is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

PEDC Amendment

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**AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
AND THE CITY OF PENSACOLA  
RELATING TO THE FY 2014-2015 FUNDING OF  
PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT  
COMMISSION**

**THIS AMENDMENT TO THE INTERLOCAL AGREEMENT** is made and entered into this 8th day of January, 2015, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 180 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party").

**WITNESSETH:**

**WHEREAS**, on October 1, 2014, the parties previously entered into an Interlocal Agreement, and the City and the County agreed for Fiscal Year 2014-2015 that the County shall contribute to the PEDC the amount of Five Hundred Fifty Thousand Dollars (\$550,000.00) and the City shall contribute to the PEDC the amount of and One Hundred Twenty Thousand Dollars (\$120,000.00); and

**WHEREAS**, the parties have agreed to amend the Agreement to reflect that the parties' contributions to the PEDC shall be paid semi-annually in advance, and the first payment will be made upon execution of this Agreement and the second payment shall be paid when documentation is provided that the first draw was expended appropriately; and

**WHEREAS**, as a result of said amendment the Board of County Commissioners finds it in the best interest of the health, safety, and general welfare of the residents of Escambia County that the agreement should be amended as provided herein.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the agreement entered into on October 1, 2014, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That Paragraph 2.1 of the Agreement is hereby amended to reflect that the parties' contributions to the PEDC shall be paid semi-annually in advance, and the first payment will be made upon execution of this Agreement and the second payment shall be paid



when documentation is provided that the first draw was expended appropriately

3. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**IN WITNESS WHEREOF** the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

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

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

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

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

**The City of Pensacola, a Florida  
Municipal Corporation**

ATTEST: Ericka Burnett  
Clerk of the City  
of Pensacola

By: \_\_\_\_\_  
Ashton J. Hayward, III, Mayor

By: \_\_\_\_\_  
Clerk

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

By: \_\_\_\_\_  
City Attorney

This document approved as to form  
and legal sufficiency.

By: [Signature]

Title: ACF

Date: 12/16/14



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7273

County Administrator's Report 12. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/08/2015

Issue: Grant Application for Federal Transit Administration (FTA) Bus and Facilities Program-Grant 5339

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

Organization: Public Works

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Grant Application for Federal Transit Administration Bus and Facilities Program: Grant 5339 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Grant Application for the Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5339, by Escambia County Area Transit (ECAT) for the purchase of two replacement buses and purchase of benches/bus shelters and other related amenities:

A. Adopt the Resolution authorizing Escambia County to apply for and accept Grants, make purchases, and expend funds pursuant to Grant awards by the Florida Department of Transportation (FDOT) and the FTA Act of 1964;

B. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM); and

C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notifications of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: The Florida Toll Revenue credits cover the match required for this Grant; therefore, no County funds are required]

### **BACKGROUND:**

Bus stop benches and shelters are currently provided to Escambia County ECAT through a third party advertising firm. The purchase of additional and/or replacement shelters, benches, and other bus stop amenities will permit ECAT to place additional these at current and future stops not already being serviced by the third party advertising firm. Upon approval of this application the Federal Transit Administration, the placement and location of these shelters will be determined, on an as-needed basis. This grant is separate from the previous 5339 grant, which provided \$240,819.00 for 17 installed shelters. The bid opening for that contract is scheduled for January 2015. (Information on the 2014 BCC action is attached.)

ECAT currently provides on campus service to the University of West Florida utilizing four 1996 trolleys. These vehicles were originally purchased to run the downtown trolley service in Pensacola. In 2002, soon after the downtown trolley service in Pensacola was discontinued, ECAT began using the trolleys for the University of West Florida (UWF) trolley service. These are among the oldest vehicles in the ECAT fleet and have exceeded their useful life by 8 years. The FTA and FDOT recommend that this type of vehicle be replaced at 10 years and/or 500,000 miles.

UWF and ECAT staff have met to discuss replacing the trolleys due to their age and the fact that many replacement parts are no longer available for this particular make and model. This application will allow ECAT to replace two of the four trolleys with 2015 Champion cutaway vehicles. The life expectancy for the Champion cutaway is 7 years and is half the purchase cost of the TEI Trolleys, which have a 10 year life expectancy. The Cutaways are lift-equipped, 22 passenger vehicles, with a modern feel. The vehicles can easily be wrapped to reflect the school colors and/or theme of UWF.

UWF service began with the trolleys because these were the only vehicles ECAT had available at that time. In the interim, it was agreed between UWF and ECAT that the Champion Cutaways, like those used in many other university and college communities, are the right vehicles for these routes.

#### Program of Projects:

Benches/Bus shelters and related amenities	\$ 220,000
Cutaway buses (2)	\$ 97,743
Total Budget	\$ 317,743

This proposed Program of Projects, including any amendments, becomes the final Program of Projects upon approval by the Board of County Commissioners.

#### **BUDGETARY IMPACT:**

The Florida Toll Revenue credits cover the match required for this Grant; therefore, no County funds are required.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and signed the Resolution.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

**IMPLEMENTATION/COORDINATION:**

ECAT personnel will electronically file all required documentation; ECAT staff will coordinate all necessary funding activities covered by this grant application with FTA, FDOT, First Transit CTC, and Transportation and Traffic Operations staff.

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**Attachments**

Resolution

ECAT Vehicle Replacement

Apportionments

Brochure

Jan 2014 BCC Action Shelters

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RESOLUTION R 2015-\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

**WHEREAS**, Escambia County has the authority to sign and submit a Section 5339 Bus and Bus Facility Non-urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

**Section 1.** That the whereas clauses are true and incorporated by reference herein.

**Section 2.** That this resolution applies to Federal Programs under USC Section 5339.

**Section 3.** That Escambia County hereby approves the submission of a grant application, supporting documents, and assurances to the Federal Transit Administration.

**Section 4.** That the Chairman hereby authorizes the Escambia County Area Transit General Manager to file the Grant Application, Grant Award Execution, and all other required documents pertaining to the acceptance and expenditure of this grant award via the Transportation Electronic Award and Management (TEAM) System.

**Section 5.** That the Chairman is hereby authorized to sign this Resolution and all other necessary documents pertaining to the application, acceptance, and expenditure of the grant award, accept the grant award, and expend grant funds pursuant to the award.

**Section 6.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this \_\_\_\_ day of January, 2015

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

\_\_\_\_\_  
**Steven Barry, Chairman**

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

By: \_\_\_\_\_  
**Deputy Clerk**

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 12/8/14

## ECAT VEHICLE REPLACEMENT SCHEDULE

Fleet #	VIN. #	Mileage as of 11/30/14	MFG YR	MAKE	Model	Passenger Capacity	End of Useful Life	Replacement Date
1967	4UZABFAD1TC74960	105,137	1996	Freightliner	Trolley	24	2006	2016
1968	4UZABFAD1TC742961	71,323	1996	Freightliner	Trolley	24	2006	2016
2003	4UZZ69M2XT2308013	242,456	1996	Freightliner	Trolley	22	2006	2015
2004	4UZZ69M2XT2308318	213,029	1996	Freightliner	Trolley	22	2006	2015
9613	15GCA2113T1087428	399,889	1996	Gillig	30/96TBM11	29	2008	2015
9614	15GCA2115T1087429	432,453	1996	Gillig	30/96TBM11	29	2008	2015
9615	15GCA2111T1087430	400,516	1996	Gillig	30/96TBM11	29	2008	2015
9616	15GCA2113T1087431	413,171	1996	Gillig	30/96TBM11	29	2008	2015
9617	15GCA2115T1087432	394,597	1996	Gillig	30/96TBM11	29	2008	2016
9823	15GCA211W1088846	503,665	1998	Gillig	M11-T30-96	29	2010	2017
9824	15GCA2110W1088847	463,966	1998	Gillig	M11-T30-96	29	2010	2017
9825	15GCA2112W1088848	515,775	1998	Gillig	M11-T30-96	29	2010	2017
9926	15GCB2112X1089299	472,304	1999	Gillig	PHANTOM	35	2010	2017
9927	15GCB2115X1089300	483,408	1999	Gillig	PHANTOM	35	2010	2017
9928	15GCB2117X1089301	441,924	1999	Gillig	PHANTOM	35	2010	2017
105	4UZAUBV12CK13909	127,314	2002	Supreme	Trolley	32	2012	2018
106	4UZAUBVX2CK13911	143,300	2002	Supreme	Trolley	32	2012	2018
107	4UZAUBV82CK13910	133,121	2002	Supreme	Trolley	32	2012	2018
0631	15GGE291161090830	421,795	2006	Gillig	G29E102R2	28	2018	2018
0632	15GGE291361090831	406,791	2006	Gillig	G29E102R2	28	2018	2018
0633	15GGE291561090832	407,799	2006	Gillig	G29E102R2	28	2018	2018
0634	15GGE291761090833	428,121	2006	Gillig	G29E102R2	28	2018	2018
0635	15GGE291961090834	429,127	2006	Gillig	G29E102R2	28	2018	2018
0636	15GGE291061090835	410,507	2006	Gillig	G29E102R2	28	2018	2018
0737	15GGE291171091282	378,811	2007	Gillig	G29E102R2	28	2019	2019
0738	15GGE291371091283	383,006	2007	Gillig	G29E102R2	28	2019	2019
0739	15GGE291571091284	373,274	2007	Gillig	G29E102R2	28	2019	2019
0740	15GGE291771091285	372,480	2007	Gillig	G29E102R2	28	2019	2019
0742	15GGE291071091287	388,420	2007	Gillig	G29E102R2	28	2019	2019
1001	1GBE4V1929F413105	123,882	2009	GMC	C4500	18	2016	2016
1002	1GBE4V1959F413096	114,671	2009	GMC	C4500	18	2016	2016
1043	15GGE2710A1092080	207,460	2010	Gillig	G27E102N2	28	2022	2022
1044	15GGE2710A1092081	209,516	2010	Gillig	G27E102N2	28	2022	2022
1045	15GGE2710A1092082	192,850	2010	Gillig	G27E102N2	28	2022	2022
1046	15GGE2710A1092083	207,309	2010	Gillig	G27E102N2	28	2022	2022
1047	15GGE2710A1092084	178,088	2010	Gillig	G27E102N2	28	2022	2022
1048	15GGE2710A1092085	166,106	2010	Gillig	G27E102N2	28	2022	2022
1049	15GGE2710A1092086	181,045	2010	Gillig	G27E102N2	28	2022	2022
1050	15GGE2710A1092087	185,330	2010	Gillig	G27E102N2	28	2022	2022
1051	15GGE2710A1092088	201,819	2010	Gillig	G27E102N2	28	2022	2022
1052	15GGE2710A1092089	207,808	2010	Gillig	G27E102N2	28	2022	2022
1003	1GBG5U1998F414766	62,865	2010	Chevrolet	C5500	24	2022	2022
1453	1N9MNAC63EC084264	5,453	2014	ElDorado	BRT	29	2026	2026
1454	1N9MNAC63EC084265	9,908	2014	ElDorado	BRT	29	2026	2026
1455	1N9MNAC63EC084266	8,101	2014	ElDorado	BRT	29	2026	2026
1501	5WEXWSKK4FH665255	4,995	2015	Champion	Defender PC805	22	2022	2022
1502	5WEXWSKKXFH665258	4,446	2015	Champion	Defender PC805	22	2022	2022
1503	5WEXWSKK1FH665259	4,458	2015	Champion	Defender PC805	22	2022	2022
1504	5WEXWSKK6FH665256	1,679	2015	Champion	Defender PC805	22	2022	2022
1505	5WEXWSKK8FH665257	1,677	2015	Champion	Defender PC805	22	2022	2022
1506	5WEXWSKK8FH665260	1,752	2016	Champion	Defender PC805	22	2022	2022

All replacement dates are based on recommendations from the *US Department of Transportation, Federal Transit Administration Report, No. FTA VA-26-7229-07.1, Useful Life of Transit Buses and Vans* and projected mileage for life expectancy

Light-Duty Vehicles (5 Years; 150,000 Miles and 4 Years; 100,000 Miles)

Medium-Duty and Purpose-Built Buses (7 Years; 200,000 Miles)

Small, Heavy-Duty Buses (10 Years; 350,000 Miles)

Large, Heavy-Duty Buses (12 Years; 500,000 Miles)

# FEDERAL TRANSIT ADMINISTRATION

## TABLE 12

### FY 2014 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

*The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the FY 2014 Appropriations Act (PL-113-76)*

URBANIZED AREA/STATE	APPORTIONMENT
UZAs 200,000 or more in Population	\$313,932,950
UZAs 50,000-199,999 in Population	48,367,050
Statewide Allocation	65,500,000
National Total	\$427,800,000

*Amounts Apportioned to Urbanized Areas 200,000 or more in Population:*

Aberdeen-Bel Air South-Bel Air North, MD	\$180,549
Aguadilla-Isabela-San Sebastián, PR	291,772
Akron, OH	762,935
Albany-Schenectady, NY	1,084,403
Albuquerque, NM	1,143,727
Allentown, PA--NJ	910,850
Anchorage, AK	552,925
Ann Arbor, MI	752,049
Antioch, CA	451,547
Appleton, WI	294,719
Asheville, NC	213,911
Atlanta, GA	5,570,973
Atlantic City, NJ	954,934
Augusta-Richmond County, GA--SC	271,675
Austin, TX	2,080,626
Bakersfield, CA	813,717
Baltimore, MD	3,497,962
Barnstable Town, MA	686,298
Baton Rouge, LA	519,753
Birmingham, AL	735,269
Boise City, ID	375,324
Bonita Springs, FL	365,428
Boston, MA--NH--RI	5,776,637
Bridgeport--Stamford, CT--NY	1,112,412
Brownsville, TX	246,239

**URBANIZED AREA/STATE****APPORTIONMENT**

Buffalo, NY	1,468,854
Canton, OH	399,806
Cape Coral, FL	564,014
Charleston-North Charleston, SC	597,185
Charlotte, NC--SC	1,693,680
Chattanooga, TN--GA	371,593
Chicago, IL--IN	13,705,909
Cincinnati, OH--KY--IN	1,969,008
Cleveland, OH	2,357,004
Colorado Springs, CO	781,294
Columbia, SC	425,655
Columbus, GA--AL	236,932
Columbus, OH	1,675,737
Concord, CA	863,162
Concord, NC	182,002
Conroe-The Woodlands, TX	395,784
Corpus Christi, TX	534,946
Dallas-Fort Worth-Arlington, TX	6,450,373
Davenport, IA--IL	443,941
Dayton, OH	1,085,746
Denton-Lewisville, TX	430,871
Denver-Aurora, CO	4,485,887
Des Moines, IA	706,374
Detroit, MI	4,397,472
Durham, NC	835,735
El Paso, TX--NM	1,563,979
Eugene, OR	580,768
Evansville, IN--KY	285,010
Fayetteville, NC	292,624
Fayetteville--Springdale--Rogers, AR--MO	241,527
Flint, MI	766,699
Fort Collins, CO	335,605
Fort Wayne, IN	311,990
Fresno, CA	1,269,649
Grand Rapids, MI	990,109
Green Bay, WI	237,749
Greensboro, NC	552,878
Greenville, SC	290,872
Gulfport, MS	259,287
Harrisburg, PA	494,783
Hartford, CT	1,401,461
Hickory, NC	171,168
Houston, TX	7,694,071
Huntington, WV--KY--OH	236,062

**URBANIZED AREA/STATE****APPORTIONMENT**

Huntsville, AL	231,745
Indianapolis, IN	1,449,031
Indio-Cathedral City, CA	471,455
Jackson	263,461
Jacksonville, FL	1,393,230
Kalamazoo, MI	299,553
Kansas City, MO--KS	1,756,307
Kennewick-Pasco, WA	930,686
Killeen, TX	238,988
Kissimmee, FL	520,015
Knoxville, TN	603,709
Lafayette, LA	222,247
Lakeland, FL	267,523
Lancaster, PA	530,271
Lancaster-Palmdale, CA	566,453
Lansing, MI	686,026
Laredo, TX	351,397
Las Vegas-Henderson, NV	3,147,023
Lexington-Fayette, KY	512,497
Lincoln, NE	324,557
Little Rock, AR	474,179
Los Angeles-Long Beach-Anaheim, CA	28,931,329
Louisville/Jefferson County, KY--IN	1,469,874
Lubbock, TX	343,413
Madison, WI	787,029
McAllen, TX	532,369
Memphis, TN--MS--AR	1,086,626
Miami, FL	9,980,857
Milwaukee, WI	2,146,595
Minneapolis--St. Paul, MN--WI	4,661,755
Mission Viejo-Lake Forest-San Clemente, CA	816,036
Mobile, AL	319,742
Modesto, CA	540,553
Montgomery, AL	264,956
Murrieta-Temecula-Menifee, CA	494,315
Myrtle Beach--Socastee, SC--NC	169,406
Nashua, NH--MA	165,217
Nashville-Davidson, TN	1,301,964
New Haven, CT	764,369
New Orleans, LA	1,354,940
New York--Newark, NY--NJ--CT	38,823,215
Norwich--New London, CT--RI	304,705
Ogden-Layton, UT	918,361
Oklahoma City, OK	801,912

URBANIZED AREA/STATE	APPORTIONMENT
Omaha, NE--IA	878,414
Orlando, FL	2,304,200
Oxnard, CA	678,880
Palm Bay-Melbourne, FL	592,553
Palm Coast-Daytona Beach-Port Orange, FL	494,684
Pensacola, FL--AL	317,743
Peoria, IL	365,401
Philadelphia, PA--NJ--DE--MD	8,469,347
Phoenix-Mesa, AZ	5,028,871
Pittsburgh, PA	2,791,957
Port St. Lucie, FL	294,940
Portland, ME	275,568
Portland, OR--WA	3,373,694
Poughkeepsie--Newburgh, NY--NJ	1,905,529
Providence, RI--MA	1,596,951
Provo-Orem, UT	610,086
Raleigh, NC	1,185,685
Reading, PA	398,239
Reno, NV--CA	642,807
Richmond, VA	1,324,188
Riverside-San Bernardino, CA	2,374,120
Roanoke, VA	273,764
Rochester, NY	974,809
Rockford, IL	322,770
Round Lake Beach--McHenry--Grayslake, IL--WI	298,657
Sacramento, CA	2,088,109
Salem, OR	681,935
Salt Lake City-West Valley City, UT	1,537,710
San Antonio, TX	3,311,726
San Diego, CA	5,375,596
San Francisco-Oakland, CA	6,908,739
San Jose, CA	2,864,447
San Juan, PR	2,805,450
Santa Clarita, CA	462,935
Santa Rosa, CA	478,084
Sarasota-Bradenton, FL	817,886
Savannah, GA	377,409
Scranton, PA	465,410
Seattle, WA	8,607,871
Shreveport, LA	379,358
South Bend, IN--MI	290,623
Spokane, WA	901,262
Springfield, MA--CT	904,194
Springfield, MO	262,372

URBANIZED AREA/STATE	APPORTIONMENT
St. Louis, MO--IL	3,089,285
Stockton, CA	526,915
Syracuse, NY	611,496
Tallahassee, FL	339,876
Tampa-St. Petersburg, FL	3,046,982
Thousand Oaks, CA	214,608
Toledo, OH--MI	668,827
Trenton, NJ	469,430
Tucson, AZ	1,528,320
Tulsa, OK	701,024
Urban Honolulu, HI	3,416,461
Victorville-Hesperia, CA	367,411
Virginia Beach, VA	1,904,401
Visalia, CA	438,740
Washington, DC--VA--MD	9,746,177
Wichita, KS	516,227
Wilmington, NC	267,502
Winston-Salem, NC	434,675
Winter Haven, FL	212,598
Worcester, MA--CT	478,843
York, PA	336,909
Youngstown, OH--PA	419,490
<b>Total</b>	<b>\$313,932,950</b>

*Amounts Apportioned to State Governors for Urbanized Areas  
50,000 to 199,999 in Population*

Alabama	\$806,160
Alaska	80,521
Arizona	1,041,131
Arkansas	534,691
California	7,521,995
Colorado	1,188,964
Connecticut	527,320
Delaware	185,443
Florida	2,681,580
Georgia	1,293,634
Hawaii	339,199
Idaho	718,587
Illinois	1,488,131
Indiana	1,308,113
Iowa	987,814
Kansas	503,942
Kentucky	351,623
Louisiana	967,147

URBANIZED AREA/STATE	APPORTIONMENT
Maine	197,698
Maryland	846,209
Massachusetts	541,301
Michigan	1,388,090
Minnesota	689,622
Mississippi	165,161
Missouri	716,378
Montana	417,932
Nebraska	101,357
Nevada	103,606
New Hampshire	429,031
New Jersey	300,633
New Mexico	478,827
New York	1,053,499
North Carolina	1,153,624
North Dakota	466,605
Ohio	965,029
Oklahoma	334,820
Oregon	717,968
Pennsylvania	1,665,352
Puerto Rico	1,454,303
South Carolina	878,254
South Dakota	409,585
Tennessee	943,050
Texas	3,721,697
Utah	318,834
Vermont	161,288
Virgin Islands	116,781
Virginia	1,101,338
Washington	1,559,844
West Virginia	698,420
Wisconsin	1,520,826
Wyoming	224,093
<b>Total</b>	<b>\$48,367,050</b>

*State/Territory Allocation*

Alabama	\$1,250,000
Alaska	1,250,000
American Samoa	500,000
Arizona	1,250,000
Arkansas	1,250,000
California	1,250,000
Colorado	1,250,000
Connecticut	1,250,000



**URBANIZED AREA/STATE****APPORTIONMENT**

Delaware	1,250,000
District of Columbia	500,000
Florida	1,250,000
Georgia	1,250,000
Guam	500,000
Hawaii	1,250,000
Idaho	1,250,000
Illinois	1,250,000
Indiana	1,250,000
Iowa	1,250,000
Kansas	1,250,000
Kentucky	1,250,000
Louisiana	1,250,000
Maine	1,250,000
Maryland	1,250,000
Massachusetts	1,250,000
Michigan	1,250,000
Minnesota	1,250,000
Mississippi	1,250,000
Missouri	1,250,000
Montana	1,250,000
N. Mariana Islands	500,000
Nebraska	1,250,000
Nevada	1,250,000
New Hampshire	1,250,000
New Jersey	1,250,000
New Mexico	1,250,000
New York	1,250,000
North Carolina	1,250,000
North Dakota	1,250,000
Ohio	1,250,000
Oklahoma	1,250,000
Oregon	1,250,000
Pennsylvania	1,250,000
Puerto Rico	500,000
Rhode Island	1,250,000
South Carolina	1,250,000
South Dakota	1,250,000
Tennessee	1,250,000
Texas	1,250,000
Utah	1,250,000
Vermont	1,250,000
Virgin Islands	500,000
Virginia	1,250,000

URBANIZED AREA/STATE	APPORTIONMENT
Washington	1,250,000
West Virginia	1,250,000
Wisconsin	1,250,000
Wyoming	1,250,000
<b>Total</b>	<b>\$65,500,000</b>

# DEFENDER



**CHAMPION**  
BUS, INC.  
Thor Industries Commercial Bus Division



**W**hen it comes to tough, durable buses, Champion wrote the script - the Defender is the leading player. Defender is the medium-duty bus with heavy-duty performance to provide reliable service under the toughest working conditions – and it's available on either an International or General Motors chassis. Tailor the chassis to your specific needs to maximize efficiency and minimize maintenance depending on your operational requirements and budget.

#### Features:

- Steelguard® construction with 1½" x 1½" steel cage structure for superior durability.
- Urethane foam insulation
- Steel roof bows
- 5 -Year/75,000 mile structure warranty
- "C" channel floor crossmembers
- Sealed plywood floor with built-in seat tracks
- Formed steel gussets at window corners
- Welding performed by quality certified welders
- Painted galvanized steel exterior skin
- Aluminum door frame
- Windows, tinted 36" x 45" T-slide
- Full view curb side window
- Molded fiberglass front cap
- Soldered and sealed wiring connections
- Altoona tested



Several lengths of General Motors chassis also available.

Defender Specifications		
Chassis	International 3200	GM-GMT560
Engine-gas or diesel	MaxxForce 7 (6.46), DT (7.6L)	DuraMax 6.6L Diesel Vortec 8.1/L Gas
Horsepower	200 - 285	300 diesel/325 gas
Transmission	Allison	Allison
Fuel tank	65 gallon	60 gallon
Alternator	200/270 amp	(2) 150 amp Diesel/(2) 105 amp Gas
Brakes-ABS	4 wheel disc - hydraulic	4 wheel disc - hydraulic
Exterior height*	123"	118"
Exterior width	96"	96"
Interior height	78"	78"
Interior width	90"	90"
Length w/std bumper	27', 29', 31', 33'	29', 31', 33'
	35', 38'	35', 38'
Suspension rear	air ride	rear leaf
Wheelbase	193", 205", 217", 236"	213.5", 233", 259"
	254, 291	272
Tires - standard	245/70R 19.5,	225/70R 19.5,
	255/70R 22.5	245/70R 19.5
GVWR	23,500 - 27,500 lbs.	19,500 - 26,000 lbs.

NOTE: Champion Bus Inc. reserves the right to make changes at any time in prices, colors, materials, equipment, design specifications and models, and also to discontinue models without notice and/or obligations. Data shown is basic information for the prospective buyer effective at the time of issuance of this literature. Dealer will provide complete up-to-date information on available equipment specifications, etc., not shown here. Items referred to as "options" or are "available" are at extra cost.

DF 31 217"	DF 31 217"	DF 33 236"	DF 35 254"	DF 38 291"	DF 31 213.5"	DF 31 213.5"	DF 32 233"	DF 35 259"	DF 38 272"
Wheelbase	Wheelbase	Wheelbase	Wheelbase	Wheelbase	Wheelbase	Wheelbase	Wheelbase	Wheelbase	Wheelbase
Int'l	Int'l	Int'l	Int'l	Int'l	GM	GM	GM	GM	GM



Creative Bus Sales

13501 Benson Ave. Chino, CA 91710  
800.326.2877 Fax: 909.465.5529 [www.CreativeBusSales.com](http://www.CreativeBusSales.com)

RESOLUTION NUMBER R2014-4

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Escambia County has the authority to apply for, accept grants, make purchases, and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

**WHEREAS**, Escambia County has the authority to sign and submit a Section 5339 Bus and Bus Facility Non-urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

**Section 1.** That the whereas clauses are true and incorporated by reference herein.

**Section 2.** That this resolution applies to Federal Programs under USC Section 5339.

**Section 3.** That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

**Section 4.** That the Chairman hereby authorizes the ECAT General Manager to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.

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

Adopted on this 2nd day of January, 2014

Board of County Commissioners  
Escambia County, Florida

Lumon J. May  
Lumon J. May, Chairman

Date Executed

1-3-2014

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: Lizbeth Carmona  
Deputy Clerk



Approved as to form and legal  
sufficiency.

By/Title: Kelly J. Acit  
Date: 12/11/13

Verified By: D. Harris

Date: 1/3/2014



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5440

County Administrator's Report 9. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/02/2014

Issue: Grant Application for Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5339

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

Organization: Public Works

CAO Approval:

A handwritten signature in black ink, appearing to read "Joy D. Blackmon", is written over a horizontal line.

### RECOMMENDATION:

Recommendation Concerning a Grant Application for the Federal Transit Administration Bus and Facilities Program: Grant 5339 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Grant Application for the Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5339 by Escambia County Area Transit (ECAT) for the purchase of 17 bus shelters and the replacement of one Americans with Disabilities Act (ADA) bus:

A. Adopt the Resolution authorizing Escambia County to apply for and accept Grants, make purchases, and expend funds pursuant to Grant awards by the Florida Department of Transportation (FDOT) and the FTA Act of 1964;

B. Authorize the ECAT General Manager to file a Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM); and

C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notifications of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: There is no budgetary impact. The \$77,705 in Florida Toll Revenue Credits will enable the FTA to fund the entire purchase amount of \$310,819]

### BACKGROUND:

Currently, Martin-Mency has a contract with Escambia County for benches and shelters. This purchase of 17 bus shelters will allow ECAT to purchase shelters and place them in locations to enhance the current ridership experience and to encourage new riders to utilize the transit system. These shelters will be in addition to the current Martin-Mency shelter locations. The placement and location of these shelters will be determined based upon ridership needs.

Pensacola Bay Transportation is currently the local paratransit provider. They have 28 vehicles in their fleet, 11 of those manufactured between 2001 and 2006 which have mileage ranging from 288,308 to 458,199. With some of these vehicles presently out of service, Pensacola Bay Transportation is operating with no spare vehicles and no capital replacement plan. FDOT recommends that paratransit vehicles be replaced at five years and/or 200,000 miles. This application will allow Escambia County to provide 15 paratransit vehicles, which will arrive in April 2014. The vehicles will also serve as part of the capital replacement plan for paratransit vehicles.

Estimated Program of Projects:	
17 Solar Bus Shelters with installation	\$240,819
1 Americans with Disabilities Act (ADA) Bus Replacement	\$ 70,000
Total Budget:	\$310,819

**BUDGETARY IMPACT:**

There is no budgetary impact. The \$77,705 in Florida Toll Revenue Credits will enable the FTA to fund the entire purchase amount of \$310,819.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and signed off on the Resolution.

**PERSONNEL:**

Additional personnel will not be required by ECAT.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate with FTA, FDOT, Pensacola Bay Transportation, and Transportation & Traffic Operations Division on all necessary funding activities covered by this grant application.

## Attachments

Resolution

Apportionments

Proposed Shelter Locations

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RESOLUTION NUMBER R2014-\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Escambia County has the authority to apply for, accept grants, make purchases, and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

**WHEREAS**, Escambia County has the authority to sign and submit a Section 5339 Bus and Bus Facility Non-urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

**Section 1.** That the whereas clauses are true and incorporated by reference herein.

**Section 2.** That this resolution applies to Federal Programs under USC Section 5339.

**Section 3.** That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

**Section 4.** That the Chairman hereby authorizes the ECAT General Manager to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.

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

Adopted on this \_\_\_\_ day of January, 2014

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

Approved as to form and legal  
sufficiency.

By/Title: K. J. May, Chairman  
Date: 12/11/13

**FEDERAL TRANSIT ADMINISTRATION**  
**TABLE 12**

**FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS**

*The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141, 2012) and appropriated pursuant to the Consolidated and Further Continuing Appropriations Act, 2013 (Pub. L. 113-6)*

<b>URBANIZED AREA/STATE</b>	<b>APPORTIONMENT</b>
UZAs 200,000 or more in Population	\$308,289,436
UZAs 50,000-199,999 in Population	47,497,564
Statewide Allocation	65,369,000
National Total	\$421,156,000

*Amounts Apportioned to Urbanized Areas 200,000 or more in Population:*

Aberdeen-Bel Air South-Bel Air North, MD	\$175,399
Aguadilla-Isabela-San Sebastián, PR	357,364
Akron, OH	713,317
Albany-Schenectady, NY	1,026,492
Albuquerque, NM	1,112,100
Allentown, PA--NJ	884,909
Anchorage, AK	543,658
Ann Arbor, MI	693,590
Antioch, CA	442,445
Appleton, WI	273,039
Asheville, NC	209,960
Atlanta, GA	5,415,512
Atlantic City, NJ	912,104
Augusta-Richmond County, GA--SC	258,572
Austin, TX	2,151,923
Bakersfield, CA	789,837
Baltimore, MD	3,261,065
Barnstable Town, MA	624,327
Baton Rouge, LA	510,625
Birmingham, AL	719,414
Boise City, ID	372,880
Bonita Springs, FL	353,562
Boston, MA--NH--RI	5,531,506
Bridgeport--Stamford, CT--NY	1,101,170
Brownsville, TX	243,630
Buffalo, NY	1,417,526
Canton, OH	383,443
Cape Coral, FL	678,443
Charleston-North Charleston, SC	721,288
Charlotte, NC--SC	1,669,123
Chattanooga, TN--GA	379,547
Chicago, IL--IN	13,277,036
Cincinnati, OH--KY--IN	1,944,864
Cleveland, OH	2,246,821

FEDERAL TRANSIT ADMINISTRATION  
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS	
Colorado Springs, CO	789,632
Columbia, SC	438,767
Columbus, GA--AL	231,345
Columbus, OH	1,606,101
Concord, CA	840,438
Concord, NC	147,134
Conroe-The Woodlands, TX	382,623
Corpus Christi, TX	533,552
Dallas-Fort Worth-Arlington, TX	6,123,132
Davenport, IA--IL	439,362
Dayton, OH	1,066,589
Denton-Lewisville, TX	435,725
Denver-Aurora, CO	4,528,566
Des Moines, IA	689,184
Detroit, MI	4,412,496
Durham, NC	818,583
El Paso, TX--NM	1,391,735
Eugene, OR	582,947
Evansville, IN--KY	261,062
Fayetteville, NC	283,624
Fayetteville--Springdale--Rogers, AR--MO	235,363
Flint, MI	772,936
Fort Collins, CO	328,604
Fort Wayne, IN	305,566
Fresno, CA	1,197,598
Grand Rapids, MI	944,021
Green Bay, WI	232,840
Greensboro, NC	553,817
Greenville, SC	274,437
Gulfport, MS	250,443
Harrisburg, PA	499,603
Hartford, CT	1,389,007
Hickory, NC	156,694
Houston, TX	7,480,673
Huntington, WV--KY--OH	233,395
Huntsville, AL	224,553
Indianapolis, IN	1,391,372
Indio-Cathedral City, CA	442,349
Jackson, MS	273,020
Jacksonville, FL	1,360,116
Kalamazoo, MI	289,237
Kansas City, MO--KS	1,717,021
Kennewick-Pasco, WA	1,032,162
Killeen, TX	232,118
Kissimmee, FL	511,093
Knoxville, TN	585,386
Lafayette, LA	220,115
Lakeland, FL	280,503
Lancaster, PA	537,845
Lancaster-Palmdale, CA	479,681
Lansing, MI	661,180
Laredo, TX	346,697

FEDERAL TRANSIT ADMINISTRATION  
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS	
Las Vegas-Henderson, NV	3,133,667
Lexington-Fayette, KY	515,027
Lincoln, NE	319,283
Little Rock, AR	466,493
Los Angeles-Long Beach-Anaheim, CA	27,873,752
Louisville/Jefferson County, KY-IN	1,416,743
Lubbock, TX	333,911
Madison, WI	795,141
McAllen, TX	505,386
Memphis, TN-MS-AR	1,087,243
Miami, FL	9,528,860
Milwaukee, WI	2,165,190
Minneapolis-St. Paul, MN-WI	4,538,030
Mission Viejo-Lake Forest-San Clemente, CA	771,141
Mobile, AL	310,406
Modesto, CA	551,936
Montgomery, AL	278,352
Murrieta-Temecula-Menifee, CA	482,338
Myrtle Beach-Socastee, SC-NC	176,388
Nashua, NH-MA	159,093
Nashville-Davidson, TN	1,230,948
New Haven, CT	746,683
New Orleans, LA	1,298,618
New York-Newark, NY-NJ-CT	40,431,168
Norwich-New London, CT-RI	248,133
Ogden-Layton, UT	854,233
Oklahoma City, OK	769,980
Omaha, NE-IA	868,778
Orlando, FL	2,107,986
Oxnard, CA	664,997
Palm Bay-Melbourne, FL	579,571
Palm Coast-Daytona Beach-Port Orange, FL	502,911
Pensacola, FL-AL	310,819
Peoria, IL	350,566
Philadelphia, PA-NJ-DE-MD	8,233,793
Phoenix-Mesa, AZ	4,814,141
Pittsburgh, PA	2,870,200
Port St. Lucie, FL	294,859
Portland, ME	240,505
Portland, OR-WA	3,299,592
Poughkeepsie-Newburgh, NY-NJ	1,871,692
Providence, RI-MA	1,568,597
Provo-Orem, UT	623,479
Raleigh, NC	1,130,870
Reading, PA	390,217
Reno, NV-CA	612,232
Richmond, VA	1,279,558
Riverside-San Bernardino, CA	2,260,718
Roanoke, VA	266,924
Rochester, NY	970,336
Rockford, IL	307,753
Round Lake Beach-McHenry-Grayslake, IL-WI	278,605

FEDERAL TRANSIT ADMINISTRATION  
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS	
Sacramento, CA	1,952,391
Salem, OR	611,444
Salt Lake City-West Valley City, UT	1,611,102
San Antonio, TX	3,181,130
San Diego, CA	5,031,607
San Francisco-Oakland, CA	6,690,972
San Jose, CA	2,743,276
San Juan, PR	3,029,365
Santa Clarita, CA	458,901
Santa Rosa, CA	463,182
Sarasota-Bradenton, FL	808,273
Savannah, GA	382,055
Scranton, PA	425,213
Seattle, WA	8,239,954
Shreveport, LA	371,272
South Bend, IN--MI	304,790
Spokane, WA	881,002
Springfield, MA--CT	894,272
Springfield, MO	258,863
St. Louis, MO--IL	2,954,228
Stockton, CA	529,948
Syracuse, NY	630,368
Tallahassee, FL	335,335
Tampa-St. Petersburg, FL	2,942,751
Thousand Oaks, CA	208,998
Toledo, OH--MI	644,989
Trenton, NJ	503,694
Tucson, AZ	1,449,798
Tulsa, OK	663,427
Urban Honolulu, HI	3,491,198
Victorville-Hesperia, CA	377,613
Virginia Beach, VA	1,873,143
Visalia, CA	452,362
Washington, DC--VA--MD	9,729,553
Wichita, KS	560,843
Wilmington, NC	260,762
Winston-Salem, NC	439,745
Winter Haven, FL	210,205
Worcester, MA--CT	462,608
York, PA	279,168
Youngstown, OH--PA	423,261
<b>Total</b>	<b>\$308,289,436</b>

*Amounts Apportioned to State Governors for Urbanized Areas  
50,000 to 199,999 in Population*

Alabama	\$791,364
Alaska	79,044
Arizona	1,023,671
Arkansas	526,579
California	7,381,525
Colorado	1,166,942
Connecticut	518,285

FEDERAL TRANSIT ADMINISTRATION  
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS	
Delaware	179,995
Florida	2,632,214
Georgia	1,269,884
Hawaii	332,900
Idaho	706,778
Illinois	1,456,909
Indiana	1,285,307
Iowa	981,423
Kansas	493,498
Kentucky	345,630
Louisiana	949,379
Maine	193,164
Maryland	852,059
Massachusetts	531,291
Michigan	1,362,003
Minnesota	672,704
Mississippi	162,131
Missouri	706,601
Montana	410,211
Nebraska	96,819
Nevada	101,686
New Hampshire	422,296
New Jersey	295,046
New Mexico	470,008
New York	1,033,708
North Carolina	1,132,495
North Dakota	460,713
Ohio	949,075
Oklahoma	328,064
Oregon	702,371
Pennsylvania	1,633,568
Puerto Rico	1,427,449
South Carolina	862,115
South Dakota	399,897
Tennessee	926,096
Texas	3,652,274
Utah	312,939
Vermont	158,315
Virgin Islands	115,473
Virginia	1,080,285
Washington	1,533,304
West Virginia	674,483
Wisconsin	1,497,643
Wyoming	219,951
<b>Total</b>	<b>\$47,497,564</b>
<i>State/Territory Allocation</i>	
Alabama	\$1,247,500
Alaska	1,247,500
American Samoa	499,000
Arizona	1,247,500
Arkansas	1,247,500

FEDERAL TRANSIT ADMINISTRATION  
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS	
California	1,247,500
Colorado	1,247,500
Connecticut	1,247,500
Delaware	1,247,500
District of Columbia	499,000
Florida	1,247,500
Georgia	1,247,500
Guam	499,000
Hawaii	1,247,500
Idaho	1,247,500
Illinois	1,247,500
Indiana	1,247,500
Iowa	1,247,500
Kansas	1,247,500
Kentucky	1,247,500
Louisiana	1,247,500
Maine	1,247,500
Maryland	1,247,500
Massachusetts	1,247,500
Michigan	1,247,500
Minnesota	1,247,500
Mississippi	1,247,500
Missouri	1,247,500
Montana	1,247,500
N. Mariana Islands	499,000
Nebraska	1,247,500
Nevada	1,247,500
New Hampshire	1,247,500
New Jersey	1,247,500
New Mexico	1,247,500
New York	1,247,500
North Carolina	1,247,500
North Dakota	1,247,500
Ohio	1,247,500
Oklahoma	1,247,500
Oregon	1,247,500
Pennsylvania	1,247,500
Puerto Rico	499,000
Rhode Island	1,247,500
South Carolina	1,247,500
South Dakota	1,247,500
Tennessee	1,247,500
Texas	1,247,500
Utah	1,247,500
Vermont	1,247,500
Virgin Islands	499,000
Virginia	1,247,500
Washington	1,247,500
West Virginia	1,247,500
Wisconsin	1,247,500
Wyoming	1,247,500
<b>Total</b>	<b>\$65,369,000</b>

## List of Proposed Shelter Locations

Location	Additional Information
1 7171 N Davis Highway	University Town Plaza
2 Lillian & Fairfield Drive	
3 7220 North Palafox Street	
4 University Parkway at Target Entrance	Palafox Landing Apartments
5 Old Corry Field Road near Brandon Avenue, past the Post Office	
6 Patton Drive & Navy Boulevard	
7 "T" Street between Avery Street and Blount Street	Moreno Court
8 Baylen Street and Garden Street	
9 Pensacola State College	
10 Sacred Heart Hospital	Janet Holley
11 9th Avenue & Leonard Street	
12 5700 block on Jackson Street headed east	
13 Hope Drive after Interstate 10 heading North on Hwy. 29	T & W Flea Market
	Virginia College
	Additional Shelter
	Additional Shelter
	Gonzalez Court - Additional Shelter





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

**AI-7335**

**County Administrator's Report 12. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/08/2015

**Issue:** Change Order to Engineered Cooling Services, Inc. on Purchase Order 141222 for Emergency Rental of Three Chillers at the Leonard Street Complex

**From:** David Wheeler, Department Director

**Organization:** Facilities Management

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Change Order to Engineered Cooling Services, Inc., on Purchase Order 141222 - David W. Wheeler, CFM, Facilities Management Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Engineered Cooling Services, Inc., for emergency rental of three chiller units at the Leonard Street Complex:

Department:	Facilities Management
Division:	DCAT
Type:	Addition
Amount:	\$429,750
Vendor:	Engineered Cooling Services, Inc.
Project Name:	Emergency Rental of Three Chiller Units
Contract:	N/A
PO#:	141222
CO#:	2
Original Contract Award:	\$886,235.33
Cumulative Amount of Change Orders Through this CO:	\$454,480.00
New Contract Amount:	\$1,340,715.33

[Funding Source: Fund 501, Internal Service Fund for Insurance Claims, Account 140836, Object Code 54401]

**BACKGROUND:**

As a result of the April 29, 2014 flood event, eleven facilities experienced heavy water damage that required immediate response in order to minimize further damage to the facilities and avoid disruption of County services. The Leonard Street Central Energy Plant was located in the basement of the Central Booking and Detention Facility (CBDF). With the loss of CBDF, Engineered Cooling Services was immediately brought in to provide a temporary Central Energy Plant to support the chilled water needs for three critical facilities. These facilities are the Main Jail, Juvenile Justice, and the Sheriff's Administration Building. This rental agreement provides Escambia County with three 500-ton air cooled chillers for a nine month period. This agreement expires on January 31, 2015.

On May 13, 2014, a mechanical engineering firm (HM Yonge & Associates) was hired to design and prepare the necessary construction documents to solicit sealed bids for the relocation of the Leonard Street Central Energy Plant. On November 6, 2014 the Board authorized the award to the General Contractor (A.E. New Jr., Inc.) to construct the new Central Energy Plant in the amount of \$1,976,000. The project's Notice to Proceed was issued on December 2, 2014 with a final completion date of June 30, 2015.

The rental of these temporary chillers is required until the completion and start up of the new Central Energy Plant. This change order will extend the chiller rental agreement through June 30, 2015. All costs associated with the rental of these chillers, as well as the design and construction of the new Central Energy Plant will be reimbursed by the County's insurance carriers.

**BUDGETARY IMPACT:**

Funds are available in Fund 501, Internal Service Fund for Insurance Claims, Account 140836, Object Code 54401.

**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, Purchasing and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

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### **Attachments**

Eng Cooling CO Log

Engineered Cooling Extension Quote

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Engineered Cooling – Po 141222

CO#1 – Boiler repairs at JJC - \$24,730.00

## Service Proposal

TO: **Escambia County Board of County Commissioners**  
**100 E. Blount Street**  
**Pensacola, FL 32501**

PROJECT: **Chiller Rental**

LOCATION: **Leonard St. Central Energy Plant**

ATTN: **Danya Clapp**

PROPOSAL NO.: **Q-12-2014-77256**

PHONE: **850-595-4628**

DATE: **December 12, 2014**

EMAIL: [dlclapp@myescambia.com](mailto:dlclapp@myescambia.com)

JOB NO:

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THANK YOU FOR THE OPPORTUNITY OF PROVIDING YOU WITH THIS PROPOSAL

Engineered Cooling Services is pleased to propose the following:

- **Additional 5 month chiller rental at the Central Detention Center –**

**Price: \$85,950.00 (per month)**

**Note – If required, the billing will be separated into a weekly rental rate of \$21,487.50 per week.**

### Terms:

1. Work to be performed during normal hours of operation Monday thru Friday, overtime premiums excluded.
2. Proposal is for specified work only.
3. Proposal is subject to revision if not accepted within 30 days of receipt.
4. Proposal is subject to the attached Terms and Conditions.
5. Payment terms are Net 30.

SUBMITTED BY: RAY RODRIGUEZ

ACCEPTED: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: EXECUTIVE VICE PRESIDENT

TITLE: \_\_\_\_\_

PHONE: 850-432-7656

## Terms and Conditions

1. **OFFER AND ACCEPTANCE:** Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
  2. **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
  3. **INVOICING:** Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
  4. **PERFORMANCE:** Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
  5. **WARRANTY:** Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.
- THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
6. **PATENTS:** If there is bought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, Company, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but Company's liability shall in no case exceed the purchase price of said infringing apparatus.
  7. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against Company arising from Company's performance under this contract must be commenced by Client within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Client. IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CLIENT UNDER THE INSTANT CONTRACT, NOR SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
  8. **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. factory, with title passing to Client upon delivery to the carrier by Company.
  9. **CANCELLATION:** Company reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any canceled order).
  10. **DISPUTES AND CHOICES OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Pensacola, FL, unless another site is mutually agreed between the parties. The parties agree that any part of the arbitration shall be entitled to discovery of the other party as provided by the Federal Rule of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
  11. **COST TO COMPANY:** In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees).
  12. **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
  13. **ASSIGNMENT:** Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event; Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

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

PENSACOLA, FL • TALLAHASSEE, FL • ORLANDO, FL • MOBILE, AL • MONTGOMERY, AL  
FL CMC39591 / AL 42653 / MS 15829-SC / GA CN210182



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7378

County Administrator's Report 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/08/2015

Issue: Acquisition of the Tugboat "Ocean Wind" to be Deployed as an Artificial Reef

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning the Acquisition of the Tugboat "Ocean Wind" for Deployment as an Artificial Reef - Keith T. Wilkins, Community & Environment Department Director

That the Board approve the sole source acquisition of the Tugboat "Ocean Wind" from Ocean Transport Corporation, not to exceed \$45,000, for deployment as an artificial reef contingent upon the Award Letter or draft of the Grant Agreement, from Florida Fish and Wildlife Conservation Commission (FWC), indicating conceptual approval of Grant Application.

[Funding: Fund 108, Tourist Promotion, Cost Center 220805 and/or Fund 352, LOST III, Cost Center 220102, NESD Capital Projects]

### **BACKGROUND:**

On October 9, 2014, the Board approved the Grant Application to FWC for construction of an artificial reef via deployment of tug boat "*Ocean Wind*". The Grant Application was submitted and FWC will rank the grants and notify recipients via Award Letter. The "*Ocean Wind*" vessel owner's (Ocean Transport Corporation) offer expires on January 31, 2015, therefore, acquisition approval will expedite the process to meet the timeline.

The Escambia County Marine Resources Division and Escambia County Marine Advisory Committee have been seeking to deploy additional vessels for artificial reefs since the reefing of the decommissioned aircraft carrier *USS Oriskany* in 2006. Funding sources for artificial reef construction are typically limited to Florida Fish & Wildlife Conservation Commission Grants-in-Aid, public donations into the Escambia County Aquatic Resources Stewardship Endowment Fund, Local Option Sales Tax, and Tourism Development Tax.

On September 4, 2014, several members of the public spoke in favor of acquiring the tugboat "*Ocean Wind*" for reefing. The discussion also included an upcoming grant

opportunity through FWC. The Board's direction acknowledged that any funding for the project would need to be through grants and/or other sources.

The estimated cost for this project is \$130,000 with up to \$100,000 from FWC and up to \$35,000 match from the County. Additional funding of at least \$15,000 has been pledged by dive shops, divers, and other reef stakeholders. In the event the "*Ocean Wind*" becomes unavailable for reefing, Escambia County Marine Resources Division will utilize alternative materials, including concrete, as approved by FWC.

**BUDGETARY IMPACT:**

The estimated cost for this project is \$130,000 with up to \$100,000 from FWC and up to \$35,000 match from the County. This match will come from Fund 108, Tourist Promotion, Cost Center 220805 and/or Fund 352, LOST III, Cost Center 220102, NESD Capital Projects.

Additional funds have been raised through a public stakeholder initiative. As of September 2014, approximately \$15,000 has been pledged. These funds would be used for contingencies or supplemental reef materials.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy Section II.A., requires approval of grants. While this action is not directly related to a grant, the acquisition is tied to an anticipated FWC grant award.

**IMPLEMENTATION/COORDINATION:**

The Community & Environment Department, Marine Resources Division, will manage the acquisition and anticipated grant.

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**Attachments**

ResumePage-FWC Grant Application-10092014BCC

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

16. Taking the following action concerning a Florida Fish and Wildlife Conservation Commission (FWC) Artificial Reef Construction Grant Application for Fiscal Year 2014-2015 (Funding: Fund 108, Tourist Promotion, Cost Center 220805 and/or Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects):
  - A. Approving to apply to the FWC for an Artificial Reef Construction Grant, requesting up to \$100,000, with a match not to exceed \$35,000, for the construction of an artificial reef in the Gulf of Mexico;
  - B. Authorizing the Office of Purchasing to solicit for firms to conduct environmental preparations, deployment preparations, and deployment and other services, as required, subject to funding by the Grant award and/or other sources; and
  - C. Authorizing the County Administrator to sign the Grant Application and any subsequent documents relating to the Grant Application, without further Board action.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-7417

County Attorney's Report 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 01/08/2015

Issue: County Administrator's Contract

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the County Administrator's Contract

That the Board consider a contract for County Administrator Jack Brown.

(Proposed contract to be distributed under separate cover.)

#### **BACKGROUND:**

The Board of County Commissioners asked that a proposed contract for Administrator Jack Brown be brought forward to a business meeting in January.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

#### **IMPLEMENTATION/COORDINATION:**

N/A

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#### **Attachments**

*No file(s) attached.*

